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NOTICE OF APPROVAL

An ordinance granting a special use permit to establish and operate a limited service restaurant with a drive-through facility at 9341 Skokie Boulevard, Skokie, Illinois in a B3 Business district was approved by the Board of Trustees of the Village of Skokie on November 16, 2015. The approval granted is shown on the document attached hereto, marked Exhibit "1" and hereby made a part of this Notice of Approval.

Doc#: 1533750063 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/03/2015 12:52 PM Pg: 1 of 11

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 **9341 Skokie Boulevard, Skokie, Illinois** and legally described in Exhibit "1" attached hereto and hereby made a part of this Notice of Approval certifies that such Notice is true and correct and accepts and approves all of the provisions and conditions set forth in Exhibit "1", attached hereto.

Dated this 23rd day of November, 2015.

Emerson Skokie Partners, LLC



Signature

Ryan Levy

Print name

Attorney at Law

Title

Emerson Skokie Partners LLC

Company

180 W. Michigan Ave, Ste 300

Address

Chicago, IL 60601

City, State, Zip

312-360-1234

Phone Number

Plan Commission Case Number 2015-32P
Special Use Permit Number 493.01
Village Ordinance Number 15-11-Z-4187

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Exhibit 1

MML: *11/16/15
 PC: 2015-32P
 SUP: 493.01

THIS ORDINANCE MAY BE CITED AS
 VILLAGE ORDINANCE NUMBER

15-11-Z-4187

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH AND OPERATE A LIMITED SERVICE RESTAURANT WITH A DRIVE-THROUGH FACILITY AT 9341 SKOKIE BOULEVARD, SKOKIE, ILLINOIS IN A B3 BUSINESS DISTRICT

WHEREAS, the owner of the following described real property:

LOT 2 IN EMERSON CROSSING SUBDIVISION OF PARTS OF LOTS 1 AND 2 IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDRICH OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-15-115-017-0000, 10-15-115-020-0000

more commonly described as 9341 Skokie Boulevard, 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, Chick-fil-A, in a B3 Business district; and

WHEREAS, this is a companion case to Plan Commission Cases 2015-30P, 2015-31P, and 2015-33P; and

WHEREAS, petitioner proposes to construct a 4,971 square-foot Chick-fil-A restaurant with a seating capacity of 136, with a two lane drive-through facility, at the Subject Property and outdoor dining for up to 16 people; and

WHEREAS, at a public hearing of the Skokie Plan Commission duly held on October 15, 2015, for which proper legal notice had been achieved and no interested parties appeared, the commissioners entertained a discussion, which included the following topics: (i) distribution of trash receptacles, (ii) potential negative environmental impact of such a large drive-through facility, and (iii) off-site traffic circulation, particularly timing at the Emerson/Skokie Blvd. traffic signal; and

WHEREAS, in an effort to address the concern of pedestrian safety, staff and petitioner worked to improve the safety of the design including: (i) the installation of raised crosswalks to clearly indicate to drivers in the queue where pedestrians will be crossing and (ii) access to the crosswalks which will be limited by barrier fencing to discourage patrons from weaving through cars; and

WHEREAS, after all discussion, the Skokie Plan Commission (a) made the appropriate findings of fact as required under Section 118-6(f) of the Skokie Village Code and (b) voted to recommend to the Mayor and Board of Trustees that the requested special use

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permit be granted subject to the conditions contained in the Plan Commission Report dated November 2, 2015; and

WHEREAS, the Mayor and Board of Trustees, at a public meeting duly held on November 2, 2015, concurred in the aforesaid recommendations and findings of fact of the Skokie Plan Commission;

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

Section 1: That the special use permit requested by the petitioner to establish and operate a limited service restaurant with a drive-through facility at the Subject Property, described above and commonly known as 9341 Skokie Boulevard, Skokie, Illinois, in a B3 Business district be and the same is hereby granted and approved subject to each of the conditions set forth below:

1. The petitioner shall develop the Subject Property in substantial conformance with the final Village approved plans and conditions in Case 2015-31P, Landscape Plan dated October 22, 2015 and proposed building elevations dated October 20, 2015;
2. Any outdoor sound systems shall at all times maintain audio levels that are compliant with the Skokie Village Code;
3. Trash shall only be allowed within a designated trash enclosure and shall be screened from public view in an enclosure approved by the Appearance Commission or Director of Community Development. All trash shall be contained in such a way as to remain out of sight at all times, except for waste receptacles referenced in Condition Number 4 below;
4. Waste receptacles shall be placed on the Subject Property for the use of customers, and that the Health Department shall determine the size, type, and location of these units;
5. At least once during every 4 hours of operation and before opening and closing of the business, employees shall patrol the Subject Property and clear it of debris;
6. All signage shall conform to the Skokie Village Code, except as provided in this ordinance. Any sign on the Subject Property that is in violation of this ordinance must be removed or modified to conform with the Village Code prior to the issuance of an occupancy permit;
7. All modifications to building elevations, signage, and landscaping shall be subject to the review and approval of the Skokie Appearance Commission;
8. The petitioner shall implement any necessary operational improvements to ensure that stacking of vehicles within the drive-through lane will be contained on site and not impede or obstruct pedestrian or vehicular movements;
9. The petitioner shall sign an "Agreement for Installation and Maintenance of Landscaping" to assure that the Subject Property and parkway landscaping is completed and maintained, including trimming, watering, and replacing of dead plant materials in a timely manner in accordance with the final approved

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landscape plan. A copy of said Agreement is attached hereto, marked Exhibit "A" and hereby made part of this Ordinance. This "Agreement for Installation and Maintenance of Landscaping" shall be recorded at the petitioner's expense;

- 10. The petitioner shall comply with all Federal and State statutes, laws, rules and regulations and all Village codes, ordinances, rules, and regulations; and
- 11. Failure to abide by any and all terms of this Ordinance shall be cause for the Village to initiate hearings to determine whether the subject Ordinance, as well as any applicable business licenses, should be revised or revoked. The petitioner shall pay all costs related to any hearings conducted as a result of non-compliance with any of the provisions of the enabling ordinance. The costs shall include but not be limited to court reporter fees, attorney fees, and staff time required researching and conducting said hearing.

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

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

ADOPTED this 16th day of November, 2015.

Ayes: 5 (Gray-Keeler, Klein, Roberts,
Sutker, Van Dusen)
Nays: 0
Absent: 2 (Bromberg, Ulrich)

Pramod Shah
Village Clerk

Attested and filed in my office this 17th day of November, 2015.

Approved by me this 16th day of November, 2015.

Pramod Shah
Village Clerk

George Van Dusen
Mayor, Village of Skokie

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Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case
2015-32P

This Agreement is entered into this _____ day of _____ 2015 by and between **EMERSON SKOKIE PARTNERS, LLC**, 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:

LOT 2 IN EMERSON CROSSING SUBDIVISION OF PARTS OF LOTS 1 AND 2 IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDRICH OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-15-115-017-0000, 10-15-115-020-0000

commonly known as 9341 Skokie Boulevard, 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 **October 22, 2015** 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.

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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 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

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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 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 attorney's 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**:

Emerson Skokie Partners LLC
 c/o Keele, Real Estate, LLC
 350 W. Hubbard St., Suite 620
 Chicago, IL 60654
 Attention: Edwin V. Javets

With copies to:
 Mark A. Gershon
 Polsinelli, PC
 161 N. Clark St., Suite 4200
 Chicago, IL 60601

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.

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- 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.

EMERSON SKOKIE PARTNERS, LLC

VILLAGE OF SKOKIE

By: _____

By: _____

its Village Manager

Title: _____

ATTEST:

ATTEST:

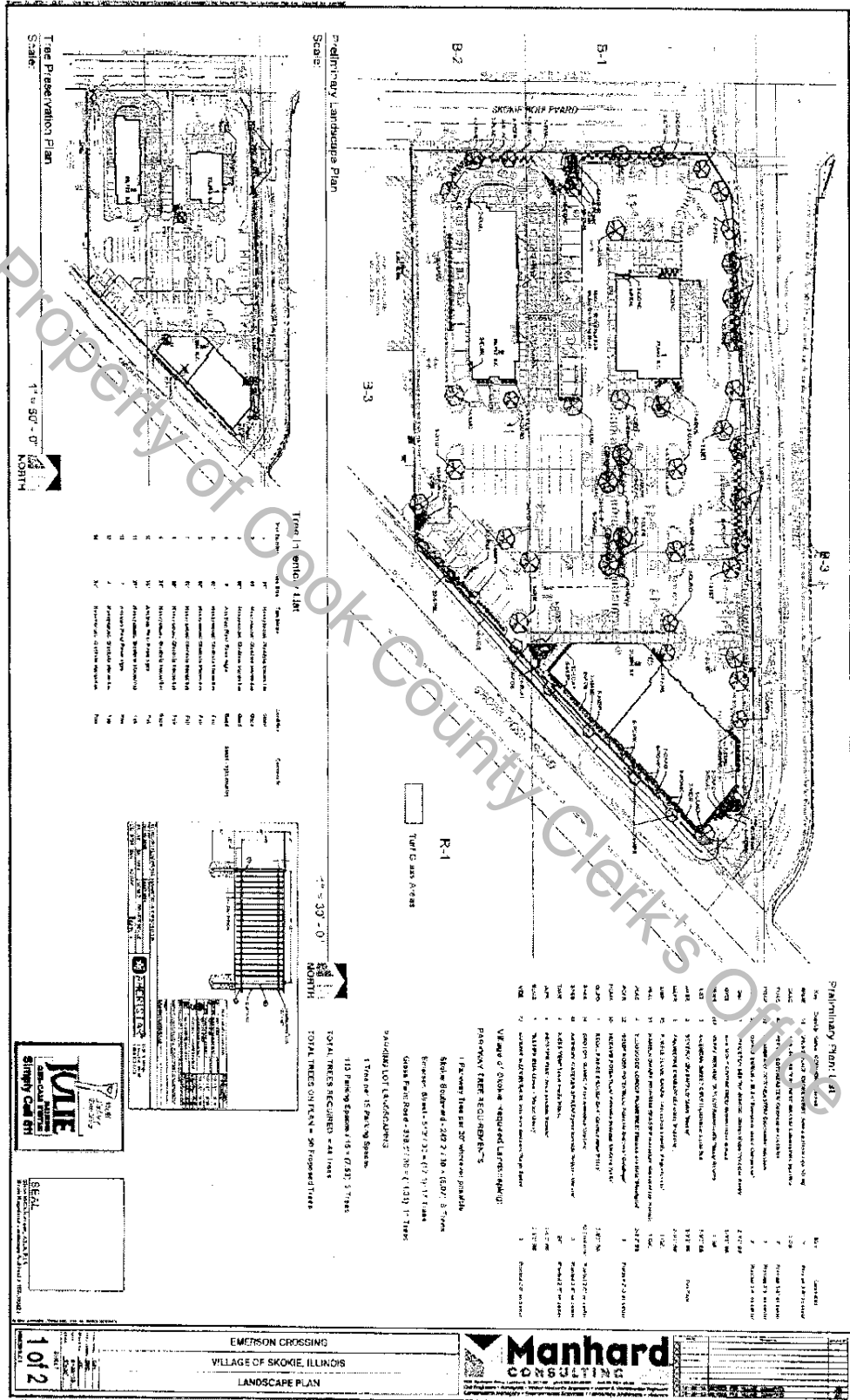
Village Clerk

Its: _____

Property of Cook County Clerk's Office

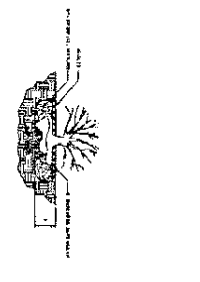
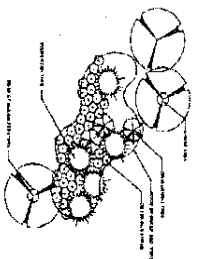
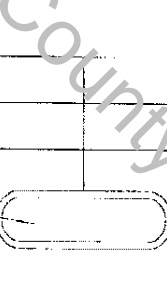
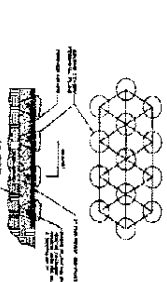
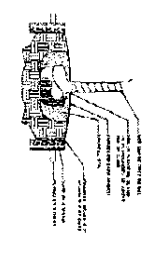
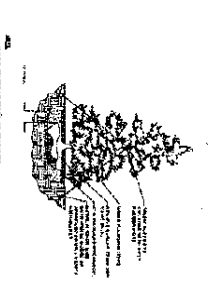
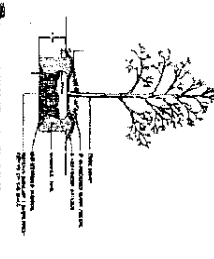
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Exhibit 1



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PLANTING DETAILS



SPECIFICATIONS

1. All trees shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole.

2. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole. Root ball shall be set in hole with root ball centered over hole.

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EMERSON CROSSING
 VILLAGE OF SKOKIE, ILLINOIS
 LANDSCAPE DETAILS AND SPECIFICATIONS

Manhard CONSULTING

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)




I, PRAMOD SHAH, 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 16th day of November, 2015 by a vote of 5 Ayes, 0 Nays and 2 Absent; that said Ordinance adopted as aforesaid was deposited and filed in the Office of the Village Clerk on the 17th day of November, 2015. and was approved by the Mayor and Board of Trustees on the 16th day of November, 2015.

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 18th day of November, 2015.



Skokie Village Clerk
Cook County, Illinois

(seal)