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NOTICE OF APPROVAL

An ordinance granting a special use permit to establish and operate an automotive repair facility at 9349 Skokie Boulevard, Skokie, Illinois in a B3 Business district and relief from Chapter 82, Section 82-28(B)(1)a of the Skokie Village Code 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 hergoy made a part of this Notice of Approval

Doc#: 1533750065 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/03/2015 12:53 PM Pg: 1 of 13

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 artificities representative of the owner, of the real estate commonly known as 9349 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 itereto.

Dated this 23rd day of November , 2015.

Emerson Skokie Partners, LLC

Signature

Frint name

Authorized Stokes From LU

Company

[8] N. Michigan Ive Ske 30:

Address

Chilling of the bobot

City, State, Zip

311 - 31.8 - 1234

Plan Commission Case Number 2015-33P Special Use Permit Number 494.01 Village Ordinance Number 15-11-Z-4188

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Exhibit 1

MML: *11/16/15 PC: 2015-33P SUP: 494.01

THIS ORDINANCE MAY BE CITED AS VILLAGE ORDINANCE NUMBER

15-11-Z-4188

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH AND OPERATE AN AUTOMOTIVE REPAIR FACILITY AT 9349 SKOKIE BCULEVARD, SKOKIE, ILLINOIS IN A B3 BUSINESS DISTRICT AND RELIEF FROM CHAPTER 82, SECTION 82-28(B)(1)a OF THE SKOKIE VILLAGE CODE

WHEREAS, the owner of the following described real property:

LOT 3 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, 10-15-1, 5-020-0000

more commonly described as 9349 Skokie Boulevard, Skokie, Illinois (the "Subject Property"), petitioned the Village of Skokie for a special use permit to establish and operate an automotive repair facility in a B3 Business district; and

WHEREAS, the proposed automotive repair vill be part of a full service AAA facility, which will include membership, travel and insurance services. The facility will house 10 service bays and support areas for the office operation and repair facility; and

WHEREAS, automotive repair work at the Subject Property is limited to the repair of brakes, mufflers, upholstery work, tire repair and change, lubrication, tune-ups and minor engine, mechanical or electrical repair on vehicles with a weight of 8,000 pounds and under; and

WHEREAS, the petitioner is also requesting relief from Chapter &2, Section 82-28(b)(1)a of the Skokie Village Code to allow two wall signs facing non-street frontage. Since the proposed facility will only have street frontage along Emerson Street and Gross Point Road, the signage along the other facades is not allowed per the Sign Code without relief; and

WHEREAS, the Skokie Plan Commission, at a public hearing duly held on October 15, 2015, for which proper legal notice had been achieved and no interested parties appeared, was presented the petition and heard all evidence; and

WHEREAS, the Skokie Plan Commission supported the petitioner's request for relief from Chapter 82, Section 82-28(b)(1)a of the Skokie Village Code, conditioned upon its conformance with the Skokie Appearance Commission's condition that the signs are properly centered on the walls, as approved at its October 14, 2015 meeting; and

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WHEREAS, the Skokie Plan Commission went on to: (a) make the appropriate findings of fact as required under Section 118-6(f) of the Skokie Village Code and (b) vote to recommend to the Mayor and Board of Trustees that the requested special use permit be granted subject to the conditions contained in the Plan Commission Report dated November 2, 2015; and

WHEREAS, the Skokie Plan Commission further recommended that relief from Chapter 82, Section 82-28(b)(1)a of the Skokie Village Code be granted; 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, FREFORE, 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 an automotive repair facility at the Subject Property, described above and commonly known as 9349 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 floor plan dated October 20, 2015, landscape plan dated October 22, 2015 and elevations with signage dated October 20, 2015;
- 2. All repair work must be performed within a building at all times except inspecting vehicles; adding fluids; and changing tires, batteries, windshield wipers, or light bulbs;
- 3. Outside storage and display of items for sale or lease, tools, equipment, vehicles, parts, or supplies is prohibited;
- 4. Vehicles and boats are prohibited to be sold, advertised for sale, or, other than operational licensed vehicles owned by the establishment, remain outdoors on the property for more than 10 days;
- 5. Servicing of any vehicle over 8,000 pounds curb weight is prohibited. This shall mean the weight of the vehicle excluding any passengers or cargo;
- 6. Repair shall be limited to brakes, mufflers, upholstery work, tire repair and change, lubrication, tune-ups, and minor engine, mechanical, or electrical repair. All other repairs are prohibited;
- 7. A fire sprinkler system must be provided for the building;
- 8. Parking lot and exterior lighting shall meet Illuminating Engineering Society of North America (IES) standards, be full cut-off design, and be directed away from adjacent properties, subject to the approval of the Engineering Division;
- 9. Any outdoor sound systems are prohibited;
- 10. All existing damaged public sidewalks or public sidewalks damaged due to the implementation of this plan shall be replaced;

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- 11. All objects and landscaping within a 15-foot sight distance triangle shall not exceed 30 inches in height, except traffic control devices listed in the Manual on Uniform Traffic Control Devices;
- 12. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas, signage, landscaping, structures, and any other facilities or infrastructure on the Subject Property shall be maintained in a good state of repair, and when needed, be repaired or replaced in a timely manner;
- 13. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other objects that may impede travel;
- 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. All trash shall be contained in such a way as to remain out of sight at all times. The trash enclosure shall be constructed of the same materials as the AAA building:
- 15. All off-s'reet parking spaces shall be legibly striped and maintained;
- 16. Any plan to modify parking lot striping must be approved by the Director of Engineering;
- 17. The handicapped parking spaces shall be installed and maintained in compliance with State of illinois Accessibility Standards and the Skokie Village Code, including required signage;
- 18. Vehicles shall not be allowed to be parked in or otherwise block common driveways, sidewalks, aisles, or other points of access at any time, shall only be parked in designated parking spaces, and shall not overlap the striped lines of designated parking spaces;
- 19. The owner of the Subject Property and its terlant shall ensure that employees park on the Subject Property;
- 20. No required parking space on the site may be for the exclusive use of any tenant;
- 21. All overhead utilities on the Subject Property shall be placed or relocated underground. The petitioner shall bear the full cost of any utility relocation and/or conflicts;
- 22. 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 landscape plan for the AAA site. 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;
- 23. All new construction, alterations, and remodeling shall meet current International Building and NFPA Life Safety Codes as amended;
- 24. The petitioner shall obtain all required permits and approvals for improvements to County, State, or Federal rights-of-way from the governing

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jurisdiction;

- 25. The Subject Property must conform to the Village's storm water control requirements as contained in the Skokie Village Code, including the disconnection of any downspouts;
- 26. 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 that Code must be removed or modified to conform with the Village Code prior to the issuance of an occupancy permit;
- 27. All modifications to building elevations, signage, and landscaping shall be subject to the review and approval of the Skokie Appearance Commission;
- 28. The petitioner shall submit to the Planning Division electronic files of the plat of survey, site plan, and landscape plan in their approved and finalized form. The tiles shall be scaled 2-dimensional drawing files on non-compressed, non-read or CD-ROM *.dwg AutoCAD format;
- 29. Prior to the issuance of building permits, the petitioner shall submit to the Planning Division of the Community Development Department the name, property address, email address, and telephone number of the company and contact person responsible for site maintenance in compliance with the special use permit;
- 30. If work is to be performed on public property or if public property is utilized or impacted during construction and/or development, the owner shall provide, or shall cause the developer and/or contractor to provide, the Village of Skokie with a certificate of insurance naming the Village of Skokie as additionally insured for any and all claims related to any and all work. The owner shall hold, and shall cause the developer and/or contractor to hold, the Village of Skokie harmless and indemnify the Village for any and all claims for property damage or personal injury related to work on course of public property;
- 31. The petitioner shall comply with all Federal and State statutes, laws, rules and regulations and all Village codes, ordinances, rules, and regulations; and
- 32. 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 relief from Chapter 82, Section 82-28(b)(1)a of the Skokie Village Code in order to allow two wall signs facing non-street frontage, is hereby granted.
- <u>Section 3</u>: 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 4:** That this Ordinance shall be in full force and effect from and after its passage, approval and recordation as provided by law.

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ADOPTED this 16th day of November, 2015.

Ayes:

(Gray-Keeler, Klein, Roberts,

Sutker, Van Dusen)

Nays: 0

Absent: 2

(Bromberg, Ulrich)

sted and filed in a ce this 17th day of ovember, 2015.

Wanned Shah

Village Clerk

Office

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Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case 2015-33P

	Th	nis Ac	greeme	ent is	entere	ed into	this		day	/ of _					2	2015	by	and
betwee	en	E.M.	RSON	I SK	OKIE	PAR	TNEF	₹S,	LLC,	her	einafte	r refe	rred	to	as	"PRO)PE	RTY
OWNE	ER"	, arıc	i the V	ILLA	GE O	F SK	OKIE,	an	Illinois	s mu	nicipal	corpo	ratio	n he	ereir	nafter	refe	rred
			E'. C															

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

LOT 3 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 NORTH/EST 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 9349 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 DWNER** 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 V lage Manager, or designee, and the Corporation Counsel.
- 4. The parties to this Agreement recognize that the installation and meintenance 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. I'ROPERTY 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 less, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
- 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 he PROPERTY OWNER:

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

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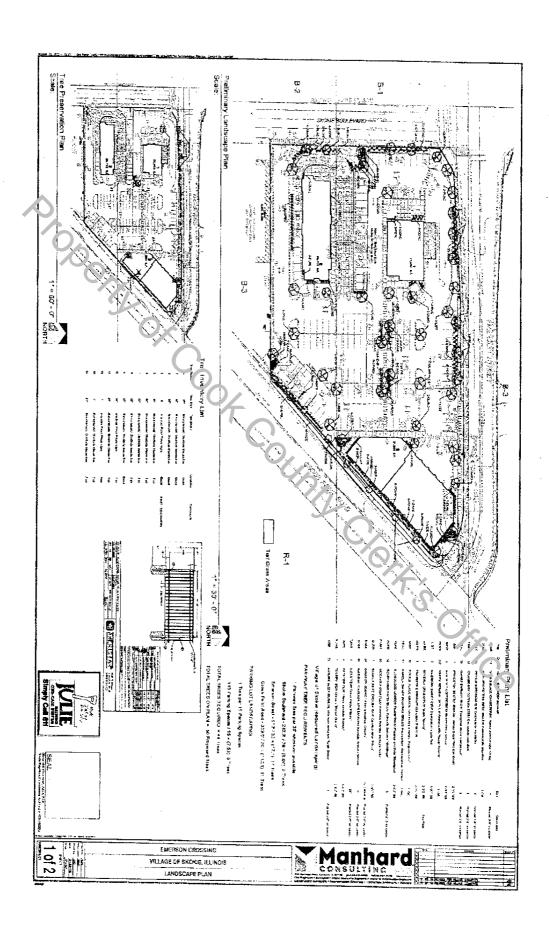
- 16. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.
- 17. This Agreement pertains to, runs with the Subject Property, and shall be binding on the successors, assigns, and heirs in interest.
- 18. This Agreement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

EMERSON SKOKIE PARTNERS, LLC	VILLAGE OF SKOKIE
By:	Ву:
Title:	its Village Manager
ATTEST:	ATTEST:
Its:	Village Clerk
	C/0/4/
	O. O. F. Co.

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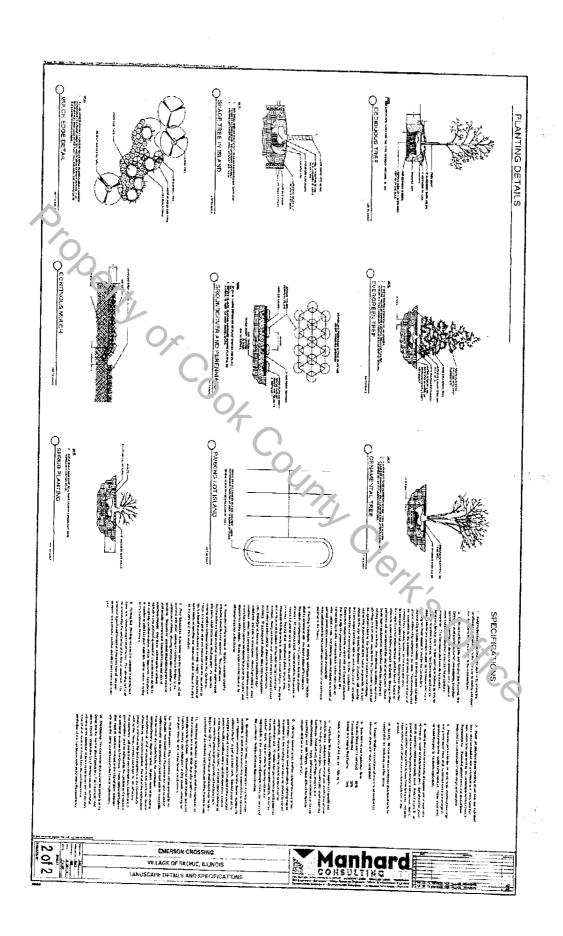
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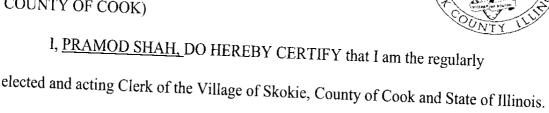
Exhibit 1



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STATE OF ILLINOIS)
SS COUNTY OF COOK)



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 Resolution 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)