NOTICE OF APPROVAL

An ordinance granting site plan approval for the construction and establishment of a one lot planned development at 5201-5239 Touhy Avenue, Skokie, Illinois in a B2 Commercial district, and relief from Chapter 82, Section 82-28(c)(1) of the Skokie Village Code was approved by the Board of Trustees of the Village of Skokie on March 7
2016. The approval granted is shown on the document attached hereto, marked Exhibit "1" and herety made a part of this Notice of Approval.



Doc#: 1613950179 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/18/2016 01:35 PM Pg: 1 of 12

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 **5201-5239 Touhy Avenue**, **Skokie**, **Illinois** and degally 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 5 tu day of 1/19, 2010

GW Fidelity 2E LLC

Signature

Mal Gai

Print name

Gu propesties

Company

2211 N. Elsh, sile 304

Audiess

Clicero 1 Dc Co6 14

773-782-0590

Phone Number

Plan Commission Case Number 2015-45P Site Plan Approval Number 501.01 Village Ordinance Number 16-3-Z-4211

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MML: *3/7/16 PC: 2015-45P SPA: 501.01

Exhibit 1

THIS ORDINANCE MAY BE CITED AS VILLAGE ORDINANCE NUMBER

16-3-Z-4211

AN ORDINANCE GRANTING SITE PLAN APPROVAL FOR THE CONSTRUCTION AND ESTABLISHMENT OF A ONE LOT PLANNED DEVELOPMENT AT 5201-5239 TOUHY AVENUE, SKOKIE, ILLINOIS IN A B2 COMMERCIAL DISTRICT, AND RELIEF FROM CHAPTER 82, SECTION 82-28(c)(1) OF THE SKOKIE VILLAGE CODE

WHEREAS, the cwner (hereinafter "Petitioner") of the following described real property:

PARCEL 1:

THE EAST 220 FEET (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET (LARAMIE AVENUE) BY PLAT OF DEDICATION RECORDED MARCH 22, 1976 AS DOCUMENT NO. 23424206) OF LOT 1 OF ASSESSOR'S DIVISION, ALSO KNOWN AS LOT 14 OF COUNTY CLERK'S SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET OF THE EAST 320 FEET OF LOT OF ASSESSOR'S DIVISION ALSO KNOWN AS LOT 14 IN COUNTY CLERK'S DIVISION, IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 120 FEET OF THE WEST 220 FEET OF THE EAST 440 FEET OF LOT 1 OF ASSESSOR'S DIVISION; ALSO KNOWN AS LOT 14 IN COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-33-101-013-0000, 10-33-101-014-0000, 10-33-101-015-0000

more commonly described as 5201-5239 Touhy Avenue, Skokie, Illinois (hareinafter "Subject Property"), petitioned the Village of Skokie for site plan approval to construct and establish a one lot Planned Development in a B2 Commercial district; and

WHEREAS, this case is a companion to cases; 2015-44P (zoning map amendment), 2015-46P (special use for a limited service restaurant with a drive-through) and 2015-47P (special use for outdoor dining); and

WHEREAS, the proposed development is to include two buildings, one drive-through facility, shared driveways, surface parking and storm water detention; and

WHEREAS, one building will be 10,000 square feet of multitenant commercial space (Building A) and the other will be a 6,900 square foot building of multitenant commercial space with an additional 2,015 square foot Starbucks with a drive-through facility (Building B); and

WHEREAS, most of the queue for the drive-through will be screened by the buildings and in part by a six foot wooden privacy fence on the southern property line. Parking is indicated for 78 cars and four bicycles and one ground sign will be provided for the Subject Property; and

WHEREAS, on November 11, 2015, the Skokie Appearance Commission approved the monuments sign, but determined that the individual tenant signs will not be proportionate to each tenant's linear building frontage, as required by the Skokie Village Code (hereinafter "Code"). Therefore, staff recommended that relief be granted from Section 82-28(c)(1) of the Code, in order to allow tenant signs that are not proportionate to each tenant's linear building frontage; and

WHEREAS, the Skokie Plan Commission, at a public hearing duly held on December 17, 2015, after betermining that proper legal notice had been achieved, heard the staff presentation for the report and testimony from all interested parties. Along with the Petitioner, representatives from School District 12 and Hillel Torah School spoke regarding the request; and

WHEREAS, while generally supportive of the proposed development, representatives from both schools expressed concern regarding potential traffic buildup at the intersection of Laramie Avenue and Touhy Avenue, especially in the morning when students are being dropped off by bus and private vehicles; and

WHEREAS, Petitioner's traffic consultant suggested modifications to the Touhy Avenue striping in order to add a westboung turn lane into the commercial center and modifications to Laramie Avenue to improve the movement of traffic at the intersection; and

WHEREAS, the Plan Commission after hearing all testimony, went on and (i) made the appropriate findings of fact in the affirmative, as required under Section 118-6(g) of the Skokie Village Code, and (ii) voted to recommend to the Mayor and Board of Trustees that (a) the requested site plan approval be granted subject to the conditions contained in the Plan Commission Report dated February 1, 2016, and (b) relief of granted from Section 82-28(c)(1) of the Skokie Village Code; and

WHEREAS, on January 12, 2016 at the direction of the Chairman of the Plan Commission, representatives of School District 72, Hillel Torah, the Petitioner and the Village met to discuss questions relating to the potential traffic issues that may result from the proposed development; and

WHEREAS, the Petitioner confirmed his commitment to request approve; from IDOT to provide a westbound left turn lane into the site on Touhy Avenue and to restripe the south leg of the Laramie Avenue/Touhy Avenue intersection with a three lane profile on Laramie Avenue. The Village committed to pursue the option of removing street parking on both sides of Laramie Avenue, north of the alley, in order to accommodate the Laramie Avenue modifications; and

WHEREAS, the Mayor and Board of Trustees, at a public meeting duly held on February 1, 2016 voted to concur 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 site plan approval requested by the Petitioner to construct and establish a one lot planned development at the property legally described above and commonly

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known as 5201-5239 Touhy Avenue, Skokie, in a B2 Commercial district, 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 site plan dated January 20, 2016, landscape plan dated January 20, 2016, sign plans dated January 20, 2016, and building elevations dated January 20, 2016;
- 2. All landscaping setbacks must be a minimum of 6' from the property line to the back of curb;
- 3. All sidewalks on the Subject Property must be a minimum of 5' wide, clear of obstructions;
- 4. The easternmost driveway on Touhy Avenue must be right-in/right-out only;
- 5. The petitioner acknowledges that shortages in parking caused by choices in the mix of tenants on the site are a self-imposed hardship and shall not constitute justification for future parking relief or variation. The petitioner shall adjust the building occupancy to correct the 2-space parking deficit;
- 6. Prior to the issuance of building permits, the petitioner shall submit for approval a lighting photometrics plan, fully developed civil engineering plans that comply with the county WMO requirements and Village's stormwater control provisions, and redevelopment engineering plans to address all aspects of private and public utility services;
- 7. The required reconfigurations within state ROW to provide a left turn lane on Touhy Avenue into the western most site driveway, modifications to the south leg of the Laramie/Touhy intersection and any other modifications affecting the right of way will require an IDOT highway/utility permit;
- 8. Prior to the issuance of building permits, the petitioner shall submit to the Village of Skokie Community Development Department a Cook County Assessor's Office Petition to Consolidation of Property with associated fees to consolidate property identification numbers 10-33-101-013-0000, 10-33-101-014-0000, and 10-33-101-015-0000 into a single tax parcel or provide evidence that the petition was submitted to Cook County;
- 9. 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;
- 10. Any outdoor sound systems shall at all times maintain audio levels rat are compliant with the Skokie Village Code;
- 11. Trash receptacles shall be provided and maintained at the site for customer and employee use;
- 12. All existing damaged public sidewalks or public sidewalks damaged die to the implementation of this plan shall be replaced;
- 13. No objects are allowed within a 15-foot sight distance triangle between 30" and 84" from grade except traffic control devices listed in the Manual on Uniform Traffic Control Devices;
- 14. 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;
- 15. All private and public sidewalks shall be maintained free of snow, ice, sleet, or other objects that may impede travel;
- 16. 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 Page 3 of 10

- contained in such a way as to remain out of sight at all times, except for waste receptacles referenced in Condition 15;
- 17. 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;
- 18. All off-street parking spaces shall be legibly striped and maintained;
- 19. Any plan to modify parking lot striping must be approved by the Director of Engineering;
- 20. 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;
- 21. The owner of the Subject Property and its tenants shall ensure that employees park on the Subject Property;
- 22. No required parking space on the site may be for the exclusive use of any tenant;
- 23. All overhead utilities on the Subject Property or in adjacent right-of-way shall be placed or relocated underground. The petitioner shall bear the full cost of any utility relocation and/or conflicts;
- 24. 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 eplacing of dead plant materials in a timely manner in accordance with the final approved 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;
- 25. All new construction, alterations, and remodering shall meet current International Building and NFPA Life Safety Codes as amended;
- 26. The petitioner shall obtain all required permits and approvals for improvements to County, State, or Federal rights-of-way from the governing jurisdiction;
- 27. 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;
- 28. 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;
- 29. All modifications to building elevations, signage, and landscaping shall be subject to the review and approval of the Skokie Appearance Commission;
- 30. 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 files shall be scaled 2-dimensional drawing files on non-compressed, non-read only CD-ROM *.dwg AutoCAD format;
- 31. 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;
- 32. 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

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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 or use of public property;

- 33. The petitioner shall comply with all Federal and State statutes, laws, rules and regulations and all Village codes, ordinances, rules, and regulations; and
- 34. 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, attorne; tees, and staff time required researching and conducting said hearing.

Sectio 12: That relief from Chapter 82, Section 82-28(c)(1) of the Skokie Village Code is hereby granted.

Section 3: 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.

ADOPTED this 7th day of Marci, 2016.

Ayes:

6 (Bromberg, Gray-Keeler, Klein,

Sutker, Ulrich, Van Dusen)

Navs: 0

Nayo. O

Absent: 1 (Roberts)

Attested and filed in my office this 8th day of March, 2016.

Village Clerk

*X*1.

Approved by me this 7th day of March 2016.

George Van Dusen Mayor, Village of Skokie

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Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case 2015-45P

| This Agreement is entered into this day of | 2016 | hu | and |
|--|---------|-----|------------|
| between GW FIDELITY 2E LLC, hereinafter referred to as "PROPERTY OW | NER" | and | the |
| VILLAGE OF SKOKIE, an Illinois municipal corporation hereinafter referred to | as "VII | IΔ | GF" |
| The parties to this Agreement hereby agree as follows: | | | - . |

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

PARCEL 1:

THE EAST 220 FEET (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET (LARAMIE AVENUE) BY PLAT OF DEDICATION RECORDED MARCH 22, 1976 AS DOCUMENT NO. 23424206) CF LOT 1 OF ASSESSOR'S DIVISION, ALSO KNOWN AS LOT 14 OF COUNTY CLERK'S SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET OF THE EAST 320 FEET OF LOT OF ASSESSOR'S DIVISION ALSO KNOWN AS LOT 14 IN COUNTY CLERKS DIVISION, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 120 FEET OF THE WEST 220 FEET OF THE LAST 440 FEET OF LOT 1 OF ASSESSOR'S DIVISION; ALSO KNOWN AS LOT 14 IN COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-33-101-013-0000, 10-33-101-014-0000, 10-33-101-015-0000

commonly known as 5201-5239 Touhy Avenue, Skokie, Illinois.

- At or near the time of execution of this Agreement, the VILLAGE granted an 2. Occupancy Permit, Business License, or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
- By the terms of the aforesaid permit, the PROPERTY OWNER is required to install 3. and maintain landscaping in accordance with the plan dated January 20, 2016 or as it may be subsequently revised with the approval of the Village Manager, or designee, and the Corporation Counsel.
- The parties to this Agreement recognize that the installation and maintenance of 4. 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

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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 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 diliger by 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 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.
- 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

If to the PROPERTY OWN ER:

GW Fidelity 2E LLC c/o GW Properties 2211 N. Elston Ave. – Suite 304 Chicago, IL 60614 Attention: Mitch Goltz and Shai Wolkowicki

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5127 Oakton Street Skokie, IL 60077

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.

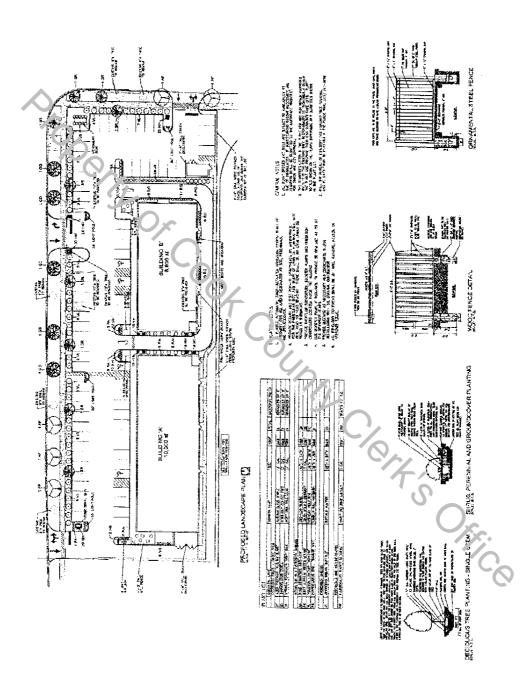
| GW Fidelity 2E LLC | VILLAGE OF SKOKIE |
|--------------------|------------------------|
| Ву: | By:its Village Manager |
| Title: | 115 Villago Mariago |
| ATTEST: | ATTEST: |
| lts: | Village Clerk |
| | |

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Exhibit 1





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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, <u>PRAMOD SHAH</u>, 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 Viringe of Skokie on the 7th day of March, 2016 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 8th day of March, 2016, and was approved by the Mayor and Board of Trustees on the 7th day of March, 2016.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy is entrusted to my care and safekeeping and I are the Keeper of the records, journals, entries, ordinances and resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand an affixed the corporate seal of the Village of Skokie this <u>9th</u> day of <u>March</u>, 20<u>16</u>.

Skokie Village Clerk Cook County, Illinois

(seal)