


UNOFFICIAL COPY

**This Document Prepared by
and after Recording Return to:**

Steven M. Elrod, Esq.
Holland & Knight LLP
131 South Dearborn
30th Floor
Chicago, Illinois 60603

 *1806745072*
Doc# 1806745072 Fee \$54.00
KAREN A. YARBROUGH COOK COUNTY RECORDER OF DEEDS DATE: 03/08/2018 03:39 PM PG: 1 OF 9

Above Space for Recorder's Use Only

PROCEED AT OWN RISK DECLARATION

BY

**PHIL STEFANI,
MANAGING PARTNER OF
THE STEFANI RESTAURANT GROUP**

6755 NORTH CICERO AVENUE

PIN NOs. 10-34-300-001-0000, 10-34-300-006-0000,
10-34-300-007-0000, 10-34-300-008-0000,
10-34-300-009-0000, 10-34-300-010-0000

LINCOLNWOOD, ILLINOIS



UNOFFICIAL COPY

PROCEED AT OWN RISK DECLARATION

THIS PROCEED AT OWN RISK DECLARATION ("Declaration") is made this 9 day of February, 2018, by **PHIL STEFANI ("Owner")**, the record title owner of a certain parcel of real estate located in the Village of Lincolnwood, Lake County, Illinois ("**Village**"), commonly known as 6755 North Cicero Avenue and legally described in **Exhibit A** attached to and, by this reference, made a part of this Declaration ("**Property**").

WITNESSETH:

WHEREAS, on May 2, 2017, the Village President and Board of Trustees adopted Ordinance No. 2017-3265 ("**Ordinance**"), granting special use permits, special sign approval, and variations to the Owner in connection with the development of a new restaurant building on the Property; and

WHEREAS, pursuant to Section 5.B of the Ordinance, the proposed development of the Property must comply with those plans attached to the ordinance as **Exhibit B through J** (collectively, the "**Plans**"); and

WHEREAS, the Plans include elevations and a depiction of a pole sign and wall sign to be installed on the Property (collectively, the "**Approved Signs**"); and

WHEREAS, instead of the Approved Signs, the Owner now desires to install a different pole sign and different wall signs on the Property (collectively, the "**Proposed Signs**"); and

WHEREAS, the Owner may not install the Proposed Signs on the Property prior to review by the Village Plan Commission, and approval by the Village Board of Trustees, of an amendment to the Ordinance, and any other zoning relief that may be necessary, to permit the installation of the Proposed Signs on the Property in lieu of the Approved Signs ("**Required Relief**"); and

WHEREAS, the Owner desires to commence installation of the Proposed Signs prior to review and approval by the Village of the Required Relief; and

WHEREAS, the Village has agreed to issue a building permit for the installation of the Proposed Signs, prior to final action by the Village Board of Trustees concerning the Proposed Signs, but, only upon the execution and recordation by the Owner of this Declaration; and

WHEREAS, the Owner voluntarily desires to execute this Declaration and to record this Declaration against the Property in order to commence installation of the Proposed Signs on the Property;

NOW, THEREFORE, the Owner voluntarily declares that the Property, all portions thereof, and all improvements constructed or installed thereon or therein (including, without limitation, the Proposed Signs), are and shall be held, transferred, sold, conveyed, used, and occupied subject to the following restrictions and provisions:

1. The Owner acknowledges and agrees that: (a) the Owner proceeds with the installation of the Proposed Signs at its sole and absolute risk; and (b) the Owner is not, and will not be, entitled to the issuance by the Village of any building permits, regardless of expenditures

UNOFFICIAL COPY

incurred by the Owner in proceeding prior to the date of, or pursuant to, this Declaration, unless and until the Owner has satisfied all of the terms and conditions of this Declaration, or that may be imposed in connection with the approval by the Village of the Proposed Signs, or required by all other applicable Village codes and ordinances.

2. The Owner acknowledges and agrees that the Village's agreement to issue a building permit for the installation of the Proposed Signs, and its consent to this Declaration, is not to be deemed or construed as requiring the Village to either: (a) approve any plans or issue any further permits or approvals for construction on the Property; or (b) approve the issuance of any or all zoning relief that may be required for the Proposed Signs.

3. The Proposed Signs may not be installed except in strict compliance with: (a) the terms of any and all building permits issued therefor; and (b) that certain plan consisting of two sheets and prepared by Olympic Signs, with a latest revision date of January 9, 2018, a copy of which is attached to and, by this reference, made a part of this Declaration as **Exhibit B** ("**Proposed Sign Plan**").

4. The Village has the right to enter on the Property at all times from and after the execution of this Declaration to ascertain compliance with the terms, conditions, restrictions, and limitations contained in this Declaration.

5. The Owner must continuously and promptly apply for and pursue every approval and permit required for any and all construction on the Property, including, without limitation, the Required Relief.

6. In the event that the Village, through its Board of Trustees, does not, for any reason, approve all Required Relief for the Proposed Signs on or before June 5, 2018, the Owner must, at its sole cost and expense, remove the Proposed Signs, install the Approved Signs, and bring the Property into compliance with the Ordinance, in a manner satisfactory to the Village.

7. In the event that the Owner fails to perform, or cause to be performed, all actions that may be required pursuant to Paragraph 6 of this Declaration, the Village will have the right, but not the obligation, to: (a) enter upon the Property and cause to be performed all such actions; and (b) charge the Owner for all costs incurred by the Village in the course of such actions, which costs shall be a lien upon the Property.

8. The Owner expressly acknowledges and agrees that it has sole and absolute liability and responsibility, and the Village will not have any liability or responsibility whatsoever, for the costs and expenses incurred in connection with the actions that may be required pursuant to Paragraph 6 of this Declaration.

9. The Owner hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Declaration; (b) any action taken by the Village pursuant to or in connection with this Declaration; or (c) the review and approval by the Village of any plans for the Property or the Proposed Addition; or (d) the approval of the Required Relief for the

UNOFFICIAL COPY

Proposed Signs, or any other approval, permit, certificate, or acceptance for the Property or the Proposed Signs.

10. The Owner agrees to reimburse the Village, promptly upon receipt of an invoice therefor, for the costs and expenses incurred by the Village, including specifically legal fees, in connection with the drafting and execution of this Declaration.

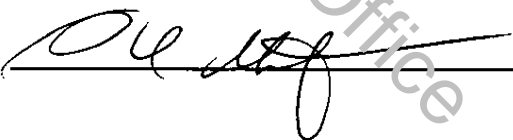
11. This Declaration may not be modified, amended or annulled without the express, prior written approval of the Village Manager.

12. The provisions of this Declaration run with and bind the Property, and are binding upon the Owner, and their heirs, successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of any portion of the Property or of the Proposed Addition, and all persons claiming under them. If any of the rights or restrictions imposed by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision will continue only until 21 years after the death of the survivor of the now living lawful descendants of the current President of the United States as of the date of this Declaration.


13. This Declaration will be recorded with the Recorder of Deeds of Cook County, Illinois, and all deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed by a duly authorized representative on the date first above written.

**PHIL STEFANI
MANAGING PARTNER OF
THE STEFANI RESTAURANT GROUP**

By:  _____

Accepted this 23 day of February, 2018.



Timothy Wiberg
Village Manager
Village of Lincolnwood

UNOFFICIAL COPY

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KATHLEEN GAY, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **PHIL STEFANI**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9TH day of FEB, 2018.

Kathleen K Gay
Notary Public

My Commission expires

FEB 9 2022



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Lot 36 in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Being a Subdivision of that part lying North of the South 35 Acres of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, and that part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying West of the Southwesterly line of the Chicago and Northwestern Railroad Right of Way in Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That Part of the Vacated Alley lying East of and adjoining the South 16 Feet of Lot 36 in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Aforesaid, and lying West of the West Line of Lot 1 in Block 7 in Lincolnwood Terrace, a Subdivision in the Southwest $\frac{1}{4}$ of Fractional Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, extended to it's intersection with the South Line of said Lot 36, Produced East (Except that part thereof which falls both in the East $\frac{1}{2}$ of the North and South Vacated Alley and in the South $\frac{1}{2}$ of the East and West Vacated Alley) which said Alleus were vacated by an Ordinance recorded May 18, 1956 as Document 1658 (57), in Cook County, Illinois.

Parcel 3:

Lots 31 to 35, both inclusive, together with the West $\frac{1}{2}$ of the North and South Vacated Alley lying East of and adjoining said Lots 31 to 35, inclusive, in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Being a Subdivision of that part lying North of the South 35 Acres of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, and that part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying West of the Southwesterly Line of the Chicago and Northwestern Railroad Right of Way in Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6755 North Cicero Avenue, Lincolnwood, Illinois

P.I.N.'s: 10-34-300-001-0000, 10-34-300-006-0000, 10-34-300-007-0000, 10-34-300-008-0000, 10-34-300-009-0000 & 10-34-300-010-0000.

UNOFFICIAL COPY

EXHIBIT B

PLANS

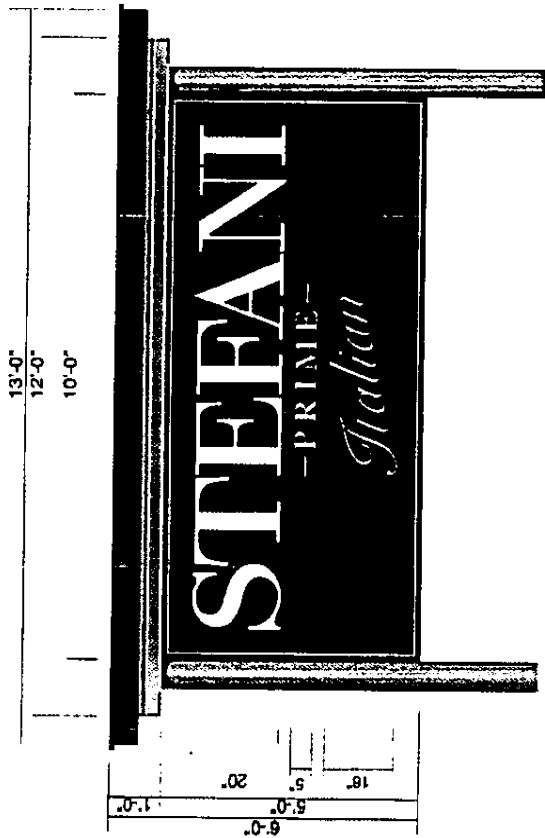
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

UNOFFICIAL COPY



REMODEL EXISTING ILLUM D.F. PYLON SIGN

REMOVE EXISTING ROOF TOPPER AND REPLACE W/ NEW ALUMINUM CLADDING & PAINTED BLACK AND GREY. NEW POLYCARBONATE FACES W/ OPAQUE BLACK VINYL GRAPHICS. REPAINT EXISTING CABINET AND RETAINERS & SUPPORT POLES BLACK.

3/8" = 1'-0"



Property of Cook County Clerk's Office



1130 N. GALT AVE.
LOMBARD, IL 60148
PH: 630-424-6100
FAX: 630-424-6120
WWW.OLYPSIGNS.COM

account representative
RWJR
PHIL STEFANI OSTERIA & BAR
8785 N. CICERO AVE. LINCOLNWOOD, IL

drawn by
Dan S.
job#: 17-7104
11-9-17
rev. #1-9-18

Customer's Signature: _____
Comments: _____

Date: _____

