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Doc# 1906018066 Fee \$68.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/01/2019 11:42 AM PG: 1 OF 16

NOTICE OF APPROVAL

An ordinance granting site plan approval for the construction and establishment of a planned development at 8119-8149 Floral Avenue, in an R4 Multifamily Residence district, and 8122-8148 Lincoln Avenue, in a CX Core Mixed-Use district, Skokie, Illinois, and relief from certain sections of Chapter 118 of the Skokie Village Code was approved by the Board of Trustees of the Village of Skokie on June 18, 2018. 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 **8130 Lincoln Avenue, 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 22 day of Feb, 2019

8130 LLC

Zach Joseph
Signature

ZACH JOSEPH
Print name

owner
Title

8130 CC
Company

5708 W DEMPSTER
Address

Morton Grove
City, State, Zip

847-983-4164
Phone Number

Plan Commission Case Number 2018-07P
Site Plan Approval Number 545.01
Village Ordinance Number 18-6-Z-4387

RECORDING FEE 68-
DATE 3-1-19 COPIES 6x
OK BY RV

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Exhibit 1

MML: *6/18/18
 PC: 2018-07P
 SPA: 545.01

<p>THIS ORDINANCE MAY BE CITED AS VILLAGE ORDINANCE NUMBER 18-6-Z-4387</p>

**AN ORDINANCE GRANTING SITE PLAN APPROVAL FOR THE
 CONSTRUCTION AND ESTABLISHMENT OF A PLANNED
 DEVELOPMENT AT 8119-8149 FLORAL AVENUE, IN AN R4
 MULTIFAMILY RESIDENCE DISTRICT, AND 8122-8148 LINCOLN
 AVENUE IN A CX CORE MIXED-USE DISTRICT, SKOKIE, ILLINOIS,
 AND RELIEF FROM CERTAIN SECTIONS OF CHAPTER 118 OF
 THE SKOKIE VILLAGE CODE**

1 **WHEREAS**, the owner of the following described real property:

2 LOTS 1 AND 2 IN NEA MAYA RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION
 3 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
 4 COOK COUNTY, ILLINOIS.

5 PINS: 10-21-409-004-0000, 10-21-409-005-0000, 10-21-409-019-0000, 10-21-409-022-0000

6 more commonly described as 8119-8149 Floral Avenue, in an R4 Multifamily Residence
 7 district, and 8122-8148 Lincoln Avenue, in a CX Core Mixed-Use district, Skokie, Illinois
 8 (hereinafter "Subject Property"), petitioned the Village of Skokie for site plan approval to
 9 construct and establish a planned development; and

10 **WHEREAS**, the planned development consists of eight (8) townhouse residences at
 11 8119-8149 Floral Avenue and eight (8) mixed-use units with commercial ground floors and
 12 upper-story residences at 8122-8148 Lincoln Avenue. Both townhouses and mixed-use units
 13 will be three stories in height; and

14 **WHEREAS**, the Floral Avenue townhouses have a ground floor space that may be part
 15 of the residence or used for business purposes consistent with Chapter 118, Section 118-79
 16 Home Occupations, of the Skokie Village Code; and

17 **WHEREAS**, in the Lincoln Avenue mixed-use units, the ground floor shall be used for
 18 commercial purposes, but may contain small retail or office uses as allowed in the CX district;
 19 and

20 **WHEREAS**, the residences will have an interior motor court with access off the alley
 21 that allows access to each garage. There will also be eight (8) exterior parking spaces for the
 22 development; and

23 **WHEREAS**, relief from Chapter 118 of the Skokie Village Code was requested from the
 24 following items in the R4 zoning district:

25 (i) §118-114(5) to reduce the required front yard from 25 feet to 3 feet;

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- 1 (ii) §118-114(6) to reduce the required side yard from 20 feet to 6 feet;
- 2 (iii) §118-114(7) to decrease the required rear yard from 30 feet to 6 feet;
- 3 (iv) §118-114(9) to increase the maximum land coverage of impermeable surface
- 4 from 40% to approximately 43%;
- 5 (v) §118-57(c)(1) to allow front yard fences; and

6 **WHEREAS**, Petitioners requested relief from the requirement for front yard fences was

7 not presented to the Plan Commission, as it is not eligible for relief under any circumstances;

8 and

9 **WHEREAS**, at its November 8, 2017 meeting, the Skokie Appearance Commission

10 approved Case 2017-076A for the proposed buildings, landscaping and signage of the

11 planned development, subject to obtaining the necessary relief from the Skokie Plan

12 Commission and the Mayor and Board of Trustees; and

13 **WHEREAS**, at the Skokie Plan Commission public hearing duly held on April 5, 2018,

14 after hearing all testimony and discussion; (i) determined that proper legal notice had been

15 achieved, (ii) made the appropriate findings of fact in the affirmative, as required under Section

16 118-6(g) of the Skokie Village Code, and (iii) voted to recommend to the Mayor and Board of

17 Trustees that (a) the requested site plan approval be granted subject to the conditions

18 contained in the Plan Commission Report dated May 7, 2018, and (b) amended relief be

19 granted from Chapter 118, Sections §118-114(5), §118-114(6), §118-114(7) and §118-

20 114(9), of the Skokie Village Code; and

21 **WHEREAS**, the Mayor and Board of Trustees, at a public meeting duly held on May 7,

22 2018, voted to concur in the aforesaid recommendations and findings of fact of the Skokie Plan

23 Commission;

24 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the

25 Village of Skokie, Cook County, Illinois:

26 **Section 1:** That the site plan approval requested by the petitioner to construct and

27 establish a planned development at the Subject Property legally described above and

28 commonly known as 8119-8149 Floral Avenue in an R4 Multifamily Residence district, and

29 8122-8148 Lincoln Avenue, in a CX Core Mixed-Use district, is hereby granted and approved

30 subject to each of the conditions set forth below:

- 31 1. The petitioner shall develop the Subject Property in substantial conformance
- 32 with the final Village approved site plan dated April 21, 2018, floor plans dated
- 33 February 22, 2018, landscape plans dated April 21, 2018, and building
- 34 elevations dated February 22, 2018;
- 35 2. Prior to the issuance of building permits, the petitioner must confirm the
- 36 adequacy of available water supply and sewer conveyance to the Water and
- 37 Sewer Division. If the systems are inadequate, the developer will pay the
- 38 development's proportionate share of the cost of upgrading the facilities;
- 39 3. The petitioner shall provide one bicycle parking space in the Lincoln Avenue
- 40 parkway at a location approved by Staff;
- 41 4. In lieu of resurfacing Floral Avenue prior to the issuance of a Certificate of

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- 1 Occupancy, the Village will collect an escrow bond for 110% of the
2 developer's proportionate cost of the street resurfacing, and the Village will
3 resurface the street once the forthcoming project is completed;
- 4 5. The ground floor studio of the units facing Lincoln Avenue, as shown on the
5 approved floor plans, may not be used for residential purposes and may only
6 be used for commercial uses allowed in the zoning district;
- 7 6. Prior to the issuance of building permits, the petitioner shall submit for
8 approval a lighting photometrics plan, fully developed civil engineering
9 plans that comply with the county WMO requirements and Village's
10 stormwater control provisions, and redevelopment engineering plans to
11 address all aspects of private and public utility services. Any
12 reconfigurations within state ROW will require an IDOT highway/utility
13 permit;
- 14 7. New parking lot and exterior lighting shall meet Illuminating Engineering
15 Society of North America (IES) standards, be full cut-off design, and be
16 directed away from adjacent properties, subject to the approval of the
17 Engineering Division;
- 18 8. All existing damaged public sidewalks or public sidewalks damaged due to the
19 implementation of this plan shall be replaced. No objects are allowed within a
20 15-foot sight distance triangle between 30" and 84" from grade except traffic
21 control devices listed in the Manual on Uniform Traffic Control Devices;
- 22 9. Prior to the issuance of building permits, the petitioner shall submit a
23 temporary pedestrian and bicycle circulation plan, including routing, signage,
24 and barriers, to be in place prior to the commencement of construction,
25 subject to the approval of the Engineering Division;
- 26 10. All fencing, walls, sidewalks, driveways, curbs, wheel stops, parking areas,
27 signage, landscaping, structures, and any other facilities or infrastructure on
28 the Subject Property shall be maintained in a good state of repair, and when
29 needed, be repaired or replaced in a timely manner;
- 30 11. All private and public sidewalks shall be maintained free of snow, ice, sleet, or
31 other objects that may impede travel;
- 32 12. Trash shall only be allowed within a designated trash enclosure and shall be
33 screened from public view in an enclosure approved by the Appearance
34 Commission. All trash shall be contained in such a way as to remain out of
35 sight at all times;
- 36 13. All off-street parking spaces shall be legibly striped and maintained;
- 37 14. Any plan to modify parking lot striping must be approved by the Director of
38 Engineering;
- 39 15. The handicapped parking space shall be installed and maintained in compliance
40 with State of Illinois Accessibility Standards and the Skokie Village Code,
41 including required signage;
- 42 16. Vehicles shall not be allowed to be parked in or otherwise block common
43 driveways, sidewalks, aisles, or other points of access at any time, shall only

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- 1 be parked in designated parking spaces, and shall not overlap the striped lines
2 of designated parking spaces;
- 3 17. The owner of the Subject Property shall ensure that employees park on the
4 Subject Property;
- 5 18. Cable access shall not be denied to any residents in the building. All cable
6 providers shall be given access to provide service. All cable and other fixtures
7 necessary to provide service to the building shall be placed underground and
8 conduit shall be provided inside the building for wiring;
- 9 19. A Townhome Owners Association shall be established to govern the site that,
10 at minimum, regulates the maintenance of the land, sidewalks, driveways,
11 guest and commercial parking areas, trash collection, landscaping, on-site
12 utilities, and the exteriors of the buildings;
- 13 20. It shall be stipulated in the Townhome Owners Association bylaws that one
14 garage parking space per unit in the mixed use buildings on Lincoln Avenue
15 should be made available to the commercial user's employees;
- 16 21. It shall be stipulated in the Townhome Owners Association bylaws that the
17 Association shall be responsible for maintaining the water main serving the
18 townhomes from the connection to the Village water main, including the valve
19 vault and shut off valve and all water services that are connected to that water
20 main serving the townhomes;
- 21 22. It shall be stipulated in the Townhome Owners Association bylaws that the
22 Association shall be responsible for maintaining the sanitary and storm sewer
23 lines serving the townhomes including the junction and the connection to the
24 public sewer to the property line and beyond;
- 25 23. Parking any vehicle in front of a garage door is expressly prohibited in order to
26 provide adequate space for emergency response services to set up and
27 operate equipment. This prohibition shall be part of the Townhome Owners
28 Association rules and may also be enforced by the Village;
- 29 24. Six exterior parking spaces shall be reserved for guests and not be solely
30 used for the residents' personal parking needs. This restriction shall be part of
31 the Townhome Owners Association rules and may also be enforced by the
32 Village;
- 33 25. The accessible parking space must be made available to commercial users of
34 the site. This shall be part of the Townhome Owners Association rules and
35 may also be enforced by the Village;
- 36 26. All overhead utilities on the Subject Property or in adjacent right-of-way shall
37 be placed or relocated underground. The petitioner shall bear the full cost of
38 any utility relocation and/or conflicts;
- 39 27. The petitioner, transferee, assignee or successor shall sign an "Agreement for
40 Installation and Maintenance of Landscaping" to assure that the Subject
41 Property and parkway landscaping is completed and maintained, including
42 trimming, watering, and replacing of dead plant materials in a timely manner in
43 accordance with the final approved landscape plan. A copy of said Agreement
44 is attached hereto, marked Exhibit "A" and hereby made part of this

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1 Ordinance. This "Agreement for Installation and Maintenance of Landscaping"
2 shall be recorded at the petitioner's expense;

3 28. All new construction, alterations, and remodeling shall meet current
4 International Building and NFPA Life Safety Codes as amended;

5 29. The petitioner shall obtain all required permits and approvals for
6 improvements to County, State, or Federal rights-of-way from the governing
7 jurisdiction;

8 30. The Subject Property must conform to the Village's storm water control
9 requirements as contained in the Skokie Village Code, including the
10 disconnection of any downspouts;

11 31. All signage shall conform to the Skokie Village Code, except as provided in
12 this ordinance. Any sign on the Subject Property that is in violation of that
13 Code must be removed or modified to conform with the Village Code prior to
14 the issuance of an occupancy permit;

15 32. All modifications to building elevations, signage, and landscaping shall be
16 subject to the review and approval of the Skokie Appearance Commission;

17 33. The petitioner shall submit to the Planning Division electronic files of the plat
18 of survey, site plan, and landscape plan in their approved and finalized form.
19 The files shall be scaled 2 dimensional drawing files on non-compressed, non-
20 read only CD-ROM *.dwg AutoCAD format;

21 34. Prior to the issuance of building permits, the petitioner shall submit to the
22 Planning Division of the Community Development Department the name,
23 property address, email address, and telephone number of the company and
24 contact person responsible for site maintenance in compliance with this site
25 plan approval;

26 35. If work is to be performed on public property or if public property is utilized or
27 impacted during construction and/or development, the owner shall provide, or
28 shall cause the developer and/or contractor to provide, the Village of Skokie
29 with a certificate of insurance naming the Village of Skokie as additionally
30 insured for any and all claims related to any and all work. The owner shall
31 hold, and shall cause the developer and/or contractor to hold, the Village of
32 Skokie harmless and indemnify the Village for any and all claims for property
33 damage or personal injury related to work on or use of public property;

34 36. The petitioner shall comply with all Federal and State statutes, laws, rules and
35 regulations and all Village codes, ordinances, rules, and regulations; and

36 37. Failure to abide by any and all terms of this Ordinance shall be cause for the
37 Village to initiate hearings to determine whether the subject Ordinance, as well
38 as any applicable business licenses, should be revised or revoked. The
39 petitioner shall pay all costs related to any hearings conducted as a result of
40 non-compliance with any of the provisions of the enabling ordinance. The
41 costs shall include but not be limited to court reporter fees, attorney fees, and
42 staff time required researching and conducting said hearing.

43 **Section 2:** That relief from the following sections of Chapter 118 of the Skokie
44 Village Code: (i) §118-114(5) to reduce the required front yard from 25 feet to 6 feet, (ii) §118-

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1 114(6) to reduce the required side yard from 20 feet to 6 feet, (iii) §118-114(7) to decrease the
2 required rear yard from 30 feet to 18.6 feet, and (iv) §118-114(9) to increase the maximum
3 land coverage of impermeable surface from 65% to approximately 82%, is hereby approved.

4 **Section 3:** That a notice of the approval of this Ordinance incorporating the
5 conditions contained herein shall be executed by the owner of the property in writing and
6 duly recorded with the Cook County Recorder of Deeds Office at the owner's expense.

7 **Section 4:** That this Ordinance shall be in full force and effect from and after its
8 passage, approval, and recordation as provided by law.

ADOPTED this 18th day of June, 2018.

Ayes: 7 (Bromberg, Gray-Keeler, Klein, Roberts,
Stucker, Ulrich, Van Dusen)
Nays: 0
Absent: 0

Pramod Shah
Village Clerk

Attested and filed in my
office this 19th day of
June, 2018.

Approved by me this 19th day of
June, 2018.

Pramod Shah
Village Clerk

George Van Dusen
Mayor, Village of Skokie

9

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Exhibit A

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case
2018-07P

1 This Agreement is entered into this _____ day of _____ 2018 by and
2 between **8130, LLC**, hereinafter referred to as "**PROPERTY OWNER**", and the **VILLAGE OF**
3 **SKOKIE**, an Illinois municipal corporation, hereinafter referred to as "**VILLAGE**". The parties to
4 this Agreement hereby agree as follows:

5
6 **PROPERTY OWNER** is the owner of real property located in the Village of Skokie,
7 LOTS 1 AND 2 IN NEA MAYA RE SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21,
8 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
9 COUNTY, ILLINOIS.

10 PINS: 10-21-409-004-0000, 10-21-409-005-0000, 10-21-409-019-0000, 10-21-409-022-0000

11 At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit,
12 Business License, Site Plan Approval, or Special Use Permit hereinafter collectively referred to
13 as "permit" pursuant to state statutes and local ordinances.

14 1. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install
15 and maintain landscaping in accordance with the plan dated **April 21, 2018**,
16 or as it may be subsequently revised with the approval of the Village Manager, or
17 designee, and the Corporation Counsel.

18 2. The parties to this Agreement recognize that the installation and maintenance of
19 landscaping is an integral part of the **PROPERTY OWNER's** plan for development
20 and/or use of the property and is necessary to carry out the purpose and intent of the
21 **VILLAGE's** land use objectives, and that the permit would not have been approved
22 by the **VILLAGE** without the assurance that this Agreement would be executed by
23 the **PROPERTY OWNER**.

24 3. The purpose of this Agreement is to assure:

- 25 (a) installation of the landscaping in accordance with the landscaping plan
26 approved by the **VILLAGE**, and
27 (b) continued maintenance and care of the landscaping, including any
28 landscaping indicated in the parkway area.

29 4. The property, which is the subject matter of this Agreement, is legally described
30 above. The portions of the Subject Property which are to be landscaped and
31 maintained pursuant to the terms and conditions of this Agreement are indicated on

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

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

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- 1 10. In addition to having a lien placed on the Subject Property, the **VILLAGE** may
 2 institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees
 3 to pay the **VILLAGE** a reasonable sum for attorney's fees and court costs.
- 4 11. If either party upon the execution of this Agreement or during the course of
 5 performance considers that it is necessary to have the **PROPERTY OWNER** post
 6 additional security to guarantee the performance of his obligations hereunder, the
 7 **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The
 8 **VILLAGE** may require either a cash deposit or a surety bond guaranteeing
 9 performance in a form signed by sureties satisfactory to the **VILLAGE**. The
 10 condition of the security shall be that if the **PROPERTY OWNER** fails to perform any
 11 obligation under this Agreement, the **VILLAGE** may, act on behalf of the
 12 **PROPERTY OWNER** and use the proceeds of the cash bond, or in the case of a
 13 surety bond, require the securities to perform the obligations of this Agreement.
- 14 12. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the
 15 **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions
 16 or causes of action for personal injury, property damage or otherwise, including
 17 reasonable attorney's fees, which may arise from the **VILLAGE** exercising any of its
 18 rights or obligations and performance under this Agreement.
- 19 13. All notices required or to be given pursuant hereto shall be in writing and either
 20 delivered personally or by a nationally recognized "over-night" courier service or
 21 mailed by United States certified or registered mail, postage prepaid, addressed to
 22 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**:

8130 LLC
 5708 Dempster Street
 Morton Grove, IL 60053
 Attention: Zack Joseph

With copies to:
 Mark Becker, Esq.
 Becker & Becker Law Offices
 2300 Barrington Rd., Suite 400
 Hoffman Estates, IL 60169

- 23
 24 Either Party may change the names and addresses of the persons to whom notices or
 25 copies thereof shall be delivered, by written notice to the other Party, as the case may
 26 be, in the manner herein provided for the service of notice.

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1 14. The Parties and the individuals whose signature is affixed to this Agreement, each
2 acting with due authority have executed this Agreement.

3 15. This Agreement pertains to, runs with the Subject Property, and shall be binding on
4 the successors, assigns, and heirs in interest.

5 16. This Agreement shall be recorded at the **PROPERTY OWNER's** expense in the
6 Office of the Recorder of Deeds for County of Cook.

7 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and
8 year written above.

8130 LLC

VILLAGE OF SKOKIE

By: _____

By: _____

its Village Manager

Title: _____

ATTEST:

ATTEST:

its Village Clerk

Its: _____

Property of Cook County Clerk's Office

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Exhibit 1

GENERAL LANDSCAPE NOTES

1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.
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18. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.
19. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.
20. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE NOTES HEREON.

PLANTING DETAIL - SHRUB

PLANTING DETAIL - PERENNIAL

PLANTING DETAIL - SHADE TREE

PLANTING DETAIL - TREE PLANTING IN PAVEMENT

PLANTING DETAIL - TREE PLANTING IN PAVEMENT

LEGEND:

- 1. EXISTING TREE
- 2. PROPOSED TREE
- 3. PROPOSED SHRUB
- 4. PROPOSED PERENNIAL
- 5. PROPOSED BOLLARD
- 6. PROPOSED SIGNAGE
- 7. PROPOSED LIGHTING
- 8. PROPOSED FURNITURE
- 9. PROPOSED PLANTING
- 10. PROPOSED PLANTING
- 11. PROPOSED PLANTING
- 12. PROPOSED PLANTING
- 13. PROPOSED PLANTING
- 14. PROPOSED PLANTING
- 15. PROPOSED PLANTING
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- 17. PROPOSED PLANTING
- 18. PROPOSED PLANTING
- 19. PROPOSED PLANTING
- 20. PROPOSED PLANTING

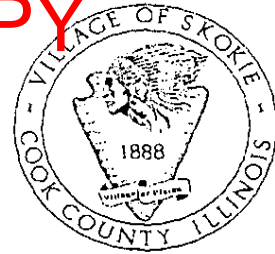
VEGETATION SCHEDULE

CODE	COMMON NAME	SCIENTIFIC NAME	HT.	SIZE	QUANTITY
1	SHADE TREE	...	...	...	...
2	SHADE TREE	...	...	...	...
3	SHADE TREE	...	...	...	...
4	SHADE TREE	...	...	...	...
5	SHADE TREE	...	...	...	...
6	SHADE TREE	...	...	...	...
7	SHADE TREE	...	...	...	...
8	SHADE TREE	...	...	...	...
9	SHADE TREE	...	...	...	...
10	SHADE TREE	...	...	...	...
11	SHADE TREE	...	...	...	...
12	SHADE TREE	...	...	...	...
13	SHADE TREE	...	...	...	...
14	SHADE TREE	...	...	...	...
15	SHADE TREE	...	...	...	...
16	SHADE TREE	...	...	...	...
17	SHADE TREE	...	...	...	...
18	SHADE TREE	...	...	...	...
19	SHADE TREE	...	...	...	...
20	SHADE TREE	...	...	...	...

VEGETATION SCHEDULE

CODE	COMMON NAME	SCIENTIFIC NAME	HT.	SIZE	QUANTITY
1	SHADE TREE	...	...	...	...
2	SHADE TREE	...	...	...	...
3	SHADE TREE	...	...	...	...
4	SHADE TREE	...	...	...	...
5	SHADE TREE	...	...	...	...
6	SHADE TREE	...	...	...	...
7	SHADE TREE	...	...	...	...
8	SHADE TREE	...	...	...	...
9	SHADE TREE	...	...	...	...
10	SHADE TREE	...	...	...	...
11	SHADE TREE	...	...	...	...
12	SHADE TREE	...	...	...	...
13	SHADE TREE	...	...	...	...
14	SHADE TREE	...	...	...	...
15	SHADE TREE	...	...	...	...
16	SHADE TREE	...	...	...	...
17	SHADE TREE	...	...	...	...
18	SHADE TREE	...	...	...	...
19	SHADE TREE	...	...	...	...
20	SHADE TREE	...	...	...	...

L-100

UNOFFICIAL COPY

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 18th day of June, 2018 by a vote of 7 Ayes, 0 Nays and 0 Absent; that said Ordinance adopted as aforesaid was deposited and filed in the Office of the Village Clerk on the 19th day of June, 2018. and was approved by the Mayor and Board of Trustees on the 18th day of June, 2018.

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, resolutions and proclamations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 20th day of June, 2018.

Skokie Village Clerk
 Cook County, Illinois

(seal)