ORDINANCE NO. 93-2371

AN ORDINANCE AMENDING ORDINANCE NO. 92-2225 RELATING TO A SECOND TENANT ON LOT 3 OF MERCHANT PARK SUBDIVISION
(Merchant Park - 601-641 N. Roselle Road)
Roselle, IL 60172 Address

WHEREAS, Ordinance No. 92-2225 (8/10/92) granted special use permits, variations and site plan approval to allow automotive related businesses in a development known as "Roselle Road Merchant Park" (hereinafter "Merchant Park"); and

WHEREAS, the current owner of Lot 3 in Merchant Park, First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993, has submitted a petition to the Village seeking to amend said ordinance to permit occupancy of the building on Lot 3 by two (2) tenants with related signage; and

WHEREAS, the Planning and Zoning Commission held a public hearing #PZ93-700 pursuant to published notice as required by law to consider said requests; and

WHEREAS, it is desired to amend the special use permit in the manner considered at said public hearing.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

SECTION 1: That Item 2 of Section 2 of Ordinance No. 92-2225, amending the zoning map, is hereby repealed and rescinded in its entirety and replaced with a new Item 2 which shall read:

"2. Three (3) automotive repair garages; and"

SECTION 2: That Item 3 of Section 6 of Ordinance No. 92-2225, granting variations from the Sign Code of the Village of Roselle, is hereby repealed and rescinded in its entirety and replaced with a new Item 3 which shall read:

PREPARED BY:
Village of Roselle
31 S. Prospect St.
Roselle, IL. 60172

RETURN TO:
BOX 164

"3. Variations to Section 17-21(4)(d)9 to permit the free-standing directory sign referred to in Item 1 above to contain a total sign area not to exceed 122 square feet and to refer to commercial businesses instead of an office complex."

SECTION 3: That Exhibit H cited in Section 8 of Ordinance No. 92-2225 shall be replaced with an exhibit entitled "Addition to Existing Illuminated Free Standing Pole Sign", prepared by Olympic Signs, revised October 23, 1993. Said amended Exhibit H is attached hereto and incorporated herein by reference as if fully set forth.

SECTION 4: That the following language be added to the end of Paragraph b of Item 4 of Section 9 of Ordinance No. 92-2225, regarding overnight parking at Merchant Park:

"If Lot 3 contains two (2) auto repair businesses, both may utilize this overnight parking privilege with the number of spaces each is entitled to being determined by the Owner of Lot 3, so long as the total number of customers vehicles parked overnight on Lot 3 does not exceed four (4) per night and so long as each Owner executes the private Parking Lot Enforcement Agreement attached hereto as Exhibit A."

SECTION 5: That the last sentence of Item 13 of Section 9 of Ordinance No. 92-2225, relating to the size of the free-standing signage on Lot 3, is hereby repealed and rescinded in its entirety and replaced with the following which shall read:

"The section of signage for the business on Lot 2 shall not exceed 9 feet in width by 33 inches in height. The sections of signage for the two (2) businesses on Lot 3 shall be equal in size and each shall not exceed 9 feet in width by 24 inches in height. Furthermore, said sections shall be compatible in color and coordinated with the other Merchant Park signage to promote a

"1. Variations to Section 11 [illegible] the area zoning directory also referred to in item 1 above [illegible] sign area not exceed 122 square feet and to erect a commercial landmark located in an office complex."

SECTION 3: That Exhibit B which is part of Ordinance No. 92 [illegible] shall be replaced with an exhibit [illegible] to Existing Informational Free Standing Pole Sign", prepared by [illegible], revised October [illegible], 1991. Said amended exhibit is [illegible] and incorporated herein by reference as if fully set forth.

SECTION 4: That the following language is added to the end of Paragraph b of Item 4 of Section 4 of Ordinance No. [illegible] regarding overnight parking at Meadow Park:

"If lot 3 contains two (2) [illegible] buildings, both may utilize this overnight parking privilege when the number of spaces each is utilizing is being determined by the [illegible] so long as the total number of customers vehicles parking overnight on lot 3 does not exceed [illegible] night and so long as [illegible] approval is given by the Village Zoning and Enforcement [illegible] Administrator."

SECTION 5: That the last sentence of [illegible] Section 9 of Ordinance No. 92-[illegible], relating to the [illegible] Village of [illegible] Heights, regarding and concluding [illegible] regulations with [illegible] which shall read:

"The erection of signage for the [illegible] shall not exceed a [illegible] in width by 12 inches in height. The [illegible] signage for the [illegible] businesses on lot [illegible] shall not exceed [illegible] feet in width by 6 inches in height. Furthermore, said [illegible] be compatible in color and coordinated with the other Meadow Park [illegible] signage to provide a

unified and aesthetically pleasing image by the Merchant Park development. These sections will be subject to the approval of the Zoning Administrator. Said signage shall conform with amended Exhibit H."

SECTION 6: That Item 17 of Section 9 of Ordinance No. 92-2225, regarding violation of the conditions expressed in said Section 9, be renumbered to become Item 18, and a new Item 17 be added which shall read:

"17. No second permitted or special use shall be allowed in the building on Lot 3 which will increase the requirement for parking spaces over that which has been approved for Lot 3 on Exhibit C. The parking requirement for any use shall be that specified in Section 11.05 of the Village zoning code. Any wall signage added for said second permitted or special use shall be compatible in color, design and appearance with that approved for the remainder of the building on Lot 3 and the adjacent building on Lot 2. Such wall signage shall be subject to the approval of the Zoning Administrator."

SECTION 7: The Official Zoning Map of the Village of Roselle shall be changed to note the use of land described in Ordinance No. 92-2225 as a special use for the uses described therein and as amended by Section 1 above.

SECTION 8: It is hereby found and determined that the foregoing Special Use and variation are (1) deemed necessary for the public convenience at the location described in Ordinance No. 92-2225; (b) designed, located and proposed to be operated in a manner such that the public health, safety and welfare will be protected; and (c) will not cause substantial injury to the value of other property in the neighborhood in which they are located.

SECTION 9: This ordinance shall be binding upon the property owners of Merchant Park, their successors, heirs, contract purchasers and assigns.

SECTION 10: Any plans or other documents to be attached to this ordinance as exhibits shall be verified by the Zoning Administrator before

[illegible]

[illegible]

SECTION 6: That Item [illegible] of Ordinance No. 92-[illegible], pertaining to violation of the conditions contained in said Ordinance, be renumbered to become Item 18, and a new Item 17 be added as follows:

"17. The second principal structure shall be allowed in the [illegible] lot 1 which will be used for the [illegible] parking area for the [illegible] which has been approved for Lot 1, Parcel 2. Parking [illegible] for any use shall be that [illegible] at the [illegible] zoning code. Any well drawn plan for [illegible] approved as special use shall be compatible in [illegible], design and appearance with the approved for the residence on the [illegible] of the adjacent building on Lot 1. Such [illegible] shall be [illegible] to the approval of the Zoning Administrator.

SECTION 7: The Zoning Map of the Village of Deerfield shall be changed to note the [illegible] land described in Ordinance R-[illegible], [illegible] as a special use for the [illegible] described herein and [illegible] by Section [illegible] above.

SECTION 8: It is hereby found and determined that the foregoing [illegible] use and variation are [illegible] and [illegible] the public convenience at the location described in Ordinance No. [illegible] hereinabove, herein and proposed to be operated in a manner [illegible] the public health, safety and welfare will be preserved and [illegible] value of other property in the neighborhood in which [illegible].

SECTION 9: This ordinance shall be [illegible] the property owner [illegible] Meadows Park, their successors, heirs, or [illegible] purchasers and assigns.

SECTION 10: Any prior or other ordinance [illegible] repealed [illegible] ordinance as exclusive shall be repealed by the Zoning Administrator [illegible]

they are recorded as being a true and accurate depiction of the Board of Trustees approvals.

SECTION 11: Upon passage, approval, and publication of this ordinance as required by law, the Village Clerk shall record this ordinance and all exhibits in the office of the Cook County Recorder of Deeds. All costs associated with recording shall be solely at the property owners' expense.

SECTION 12: That should any clause, sentence, paragraph or a part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION 13: That all ordinances and parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such conflict or inconsistency.

SECTION 14: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, except that this ordinance shall not be effective until the owners of this property shall affix their signatures to a true and correct copy of this ordinance, acknowledging that they understand that the granting of the Special Uses herein is conditioned upon the terms of this ordinance and other applicable ordinances of the Village.

Provided further that this ordinance shall be null and void if this ordinance is not signed within thirty (30) days from the date the ordinance is enacted.

AYES: Stephens, Ellison, Devlin, Sass, Eckert

NAYS: None

ABSENT: Potvin

PASSED AND APPROVED THIS 13th day of December, 1993

PUBLISHED IN PAMPHLET FORM this 12th day of January, 19 94

they are recorded as been a true and correct copy of the Board of Trustees approvals.

SECTION 11: Upon passage, approval, and publication of this ordinance as required by law, the Village Clerk shall record this ordinance and all exhibits in the office of the Cook County Recorder of Deeds. All costs associated with recording shall be paid, at the property owners' expense.

SECTION 12: That should any clause, sentence, paragraph or part of this ordinance be declared to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION 13: That all ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such conflict or inconsistency.

SECTION 14: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, except that this ordinance shall not be effective until the owners of this property shall sign, file a notarized copy of this ordinance, acknowledging that they understand the provisions of the special Uses herein is conditioned upon the terms of this ordinance and other applicable ordinances of the Village.

Provided further that this ordinance shall be null and void if this ordinance is not signed within thirty (30) days after the date the ordinance is enacted.

AYES: Stephens, Ellison, Perlin, Sax, Green

NAYS: None

ABSENT: Potvin

PASSED AND APPROVED THIS 12th day of December, 199[illegible]

PUBLISHED IN PAMPHLET FORM this 12th day of December, 19[illegible]

94100469

Gayle A. Andreoli
President, Village of Roselle

ATTEST:

Linda McDermott
Village Clerk

Exoneration provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

By: Carol Ann Weber, Trust Officer
Owner- Lot 1, Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 23, 1992 and known as Trust No. 920219 and not individually

by Carol Ann Weber, Trust Officer

Subscribed and sworn to before me this 7th day of January, 1994

Linda M. Tonetti
Notary Public

OFFICIAL SEAL
LINDA M. TONETTI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/96

X Tony Stephens
Owner - Lot 2, Heritage - OEX Limited Partnership II by Tony Stephens

Subscribed and sworn to before me this 10th day of Dec, 1994

Notary Public

"OFFICIAL SEAL"
MARY J. LEWICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/97

Trust Officer
Owner - Lot 3, Trust Officer First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993

Subscribed and sworn to before me this 27th day of December, 1993

Judith Ellen Lewis
Notary Public

OFFICIAL SEAL
JUDITH ELLEN LEWIS
Notary Public, State of Illinois
My Commission Expires 8-13-94

cd 712
12/9/93

This document is executed by FIRST BANK OF OAK PARK, not individually but solely as Trustee under Trust Agreement dated January 7, 1993 and known as Trust No. 13555. All covenants, undertakings and agreements herein made on the part of the Trustee are made and intended not as personal covenants, undertakings and agreements of said Trustee, but are made and intended for the purpose of binding the trust estate hereunder by virtue of and in the exercise of the power conferred upon said Trustee by the terms of said Trust Agreement, and said Trustee hereby warrants that it possesses the power and authority to execute and deliver the instrument. It is expressly understood and agreement that nothing herein or in said instrument shall be construed as creating any liability on said Trustee or any of the beneficiaries under said Trust Agreement, or any of them, personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee and its successors and said owner and holders of said note are concerned, the legal holder or holders of said note and the owner of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Trust Agreement or any amendments thereto provided or by action to enforce the personal liability of the guarantor, if any, and that no other rights, remedies or recourse shall be granted or exercised against said Trustee or its successors, or said owner and holders of said note, or any other person, firm or corporation, for the payment of the indebtedness or any part thereof, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or any agreement, representations or warranties contained in this instrument.

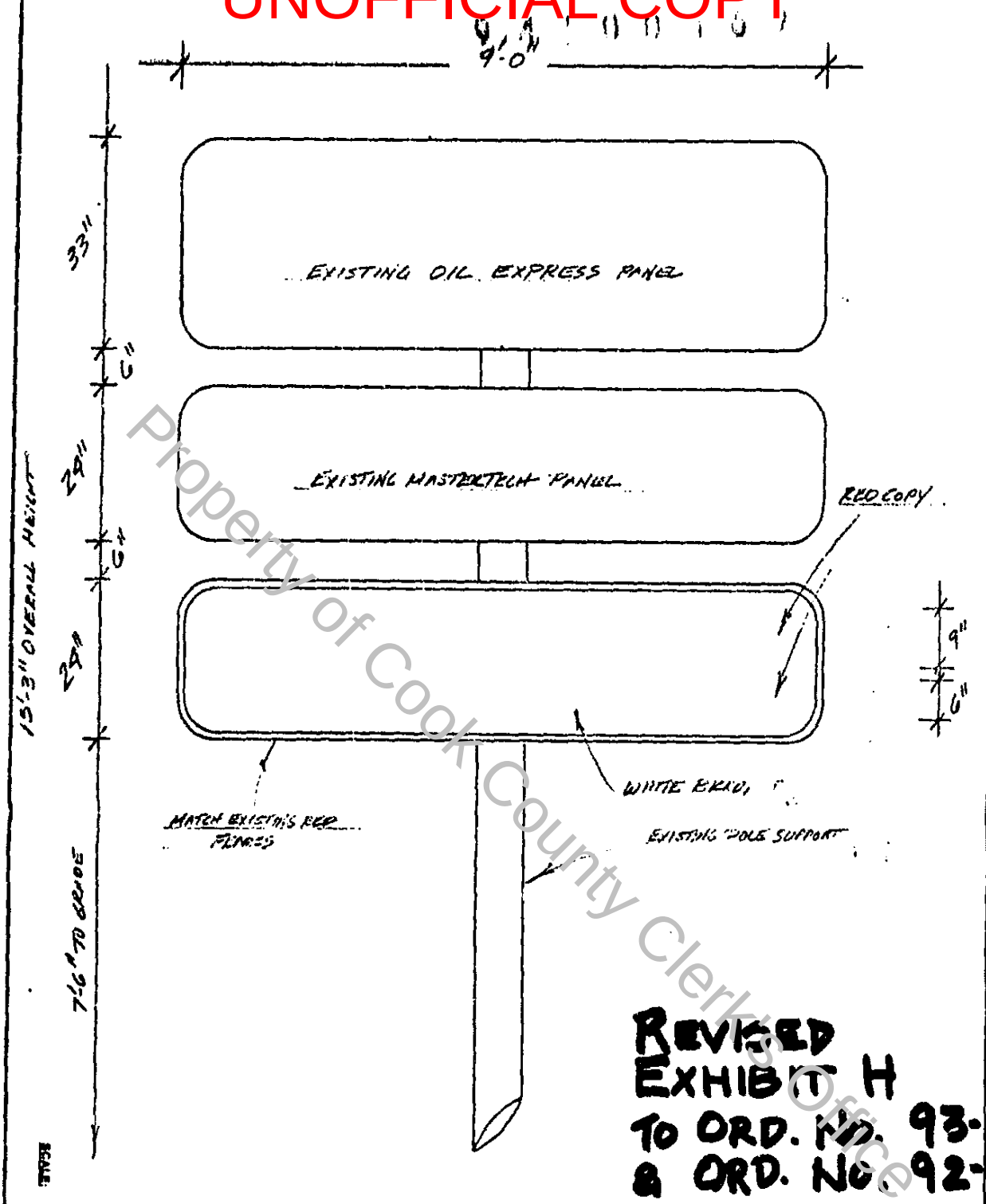
This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's Beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

Attachment to Ordinance No. 93-2371

Common Address: 601-641 N. Roselle Road
Roselle, Illinois 60172

Legal Description:
Roselle Road Merchant Park, a subdivision of the Northwest Quarter of the Southeast Quarter of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 07-34-400-028
07-34-400-029
07-34-400-024



ADDITION TO EXISTING ILLUMINATED FREE STANDING POLE SIGN

REVISED EXHIBIT H TO ORD. NO. 93-2371 & ORD. NO. 92-2225

As approved. MBogachwal 12/13/93

94100469

94100469

REVISED 10-23-93

1. ELECTRICAL SIGN: SINGLE FACE / DOUBLE FACE / PYLON ✓
2. FRAME TYPE: 20 GAUGE STEEL
   STRUCTURE: ALL PAINTED GREY
   COLOR: RED
3. FACE TYPE: 5/16" PLEXIGLAS
   A
   B
   C
   COLOR: T.B.D.
4. ELECTRIC DATA: HID, 50W — QUANTITY 2
   LAMP TYPE
   BALLAST TYPE: 120 VOLT — QUANTITY 1
   MAX. AMPS DRAW: 10 — 120 VOLTS
   ELECTRIC SERVICE OF: 10 AMPS
   MUST BE SUPPLIED TO SIGN BY: OTHERS
5. ENGINEERING DATA: 15 LBS
   AREA OF SIGN: 10.0 SQ FT
   AREA OF PYLON COVERS: 10.0 SQ FT
   SUPPORT STRUCTURE: STEEL PIPE
   MOUNTING METHOD: CANTILEVER
   PYLON COVER MATERIAL: NONE
6. CHANNEL LETTERS
   MOUNTING
   WALL ____ RACEWAY ____
   WALL TYPE
   FACES — COLOR
   TRIM — COLOR
   CHANNELUME — COLOR
   RETURN — COLOR
   NEON — COLOR — QUANTITY
   TRANSFORMER
7. SPECIAL INSTRUCTIONS: ADDITION TO EXISTING FREE STANDING SIGN

JOB NAME: FIX-A-DENT
ADDRESS: ROSELLE RD.
CITY: ROSELLE — STATE: IL
DRAWN BY: TRP — DATE: 10-16-93
DRAWING NO: 94117 — SHT. 1 OF 1

AAA WINDY POINT INC. — SCHAUMBURG, ILLINOIS 60193 — (708) 529-8000

REVISED
EXHIBIT H
to Ord. No. 93-2371
& Ord. No. 92-2225

EXHIBIT "A" TO
ORD. 93-2371

MERCHANT PARK PARKING LOT ENFORCEMENT AGREEMENT

WHEREAS, by Ordinance No. 92-2225 the Board of Trustees of the Village of Roselle approved a unified commercial development of automotive-related businesses commonly known as "Merchant Park" just south of the southeast corner of Nerge Road and Roselle Road in the B-4 General Business zoning district; and

WHEREAS, said ordinance provided for overnight use of the parking area of Lot 1 of Merchant Park to accommodate certain overnight business operations; and

WHEREAS, said ordinance further provided for overnight storage of vehicles on Lot 3 of Merchant Park under certain conditions; and

WHEREAS, said ordinance directed that such provisions be established in a parking lot enforcement agreement (hereinafter "Agreement") between the property owners and the Village; and

WHEREAS, Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 22, 1992 and known as Trust No. 920219 is the owner of said Lot 1, commonly known as 631 and 641 N. Roselle Road, and Heritage - OEX Limited Partnership II is the owner of Lot 2, commonly known as 621 N. Roselle Road, and First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993 is the owner of said Lot 3, commonly known as 601 and 611 N. Roselle Road (hereinafter jointly referred to as "Owners" and said Lots 1, 2 and 3 being hereinafter referred to as "Lot(s)"), all in the Roselle Road Merchant Park Subdivision; and

WHEREAS, Lots 1, 2, and 3 are legally described as follows:

Roselle Road Merchant Park, a subdivision of the Northwest Quarter of the Southeast Quarter of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois,

and commonly addressed as 601-641 N. Roselle Road; and

WHEREAS, overnight parking is prohibited in the B-4 district; and

WHEREAS, the control of overnight parking on private parking lots in the B-4 district is in the best interest of the public health, safety, and welfare in that it assists patrolling police in investigating suspicious activity and providing clear and unobstructed view of properties during night time patrols; and

WHEREAS, Illinois Revised Statutes, Chapter 65 ILCS 5/1-1-7, grants authority to the Village of Roselle to enforce parking regulations in private parking lots by agreement with the owner.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Village of Roselle and Owners hereby agree as follows:

1. The preamble of this Agreement is incorporated herein as a substantive term of this Agreement and as further evincing the intent of the parties.

2. Owners hereby authorize the Village of Roselle (hereinafter "Village"), its employees, agents and assigns to regulate, by ordinance, resolution, order of the Chief of Police or this Agreement, the parking of automobiles in the parking lot of Merchant Park (hereinafter "The Property") by prohibiting vehicular overnight parking of any kind within the parking lot between the hours of 2 a.m. and 5 a.m. Sunday through Saturday except as described below.

3. Owners shall maintain a towing service or services for the removal of unauthorized vehicles parked or abandoned on The Property in violation of this Agreement and make available to the Village the current business name, address and telephone number of the towing services contracted to enforce this Agreement. Owners shall immediately update this information if there is a change of towing services.

4. The Owners further authorize the Village to notify the towing service to remove vehicles parked in violation of this Agreement as may be deemed necessary in the Village's sole discretion at the vehicle owner's expense.

5. Owners hereby further authorize the Village to go upon The Property for purposes of issuing tickets and/or directing the towing and removal of vehicles parked or abandoned in the parking lot in violation of this Agreement. Both vehicular towing services under contract to the Village or The Property Owners may tow illegally parked vehicles. All vehicle towing services under contract with the Owners shall provide insurance in conformance with Illinois State law.

6. All commercial vehicles registered or managed by an owner or tenant or business operating on the property, including but not limited to tow trucks, or vehicles displaying the name of any on-site or off-site business shall be parked in the east area of the buildings so as not to be visible from Roselle Road in conformance with Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth.

7. The Owners and any tenants of the property shall require their employees to follow the directions of the Village Police Department with regard to when and where such employees may park their vehicles during otherwise prohibited hours.

8. Owners shall, at their sole expense, install regulatory signage stating "No overnight parking between the hours of 2:00 a.m. and 5:00 a.m. Violators may be towed" in conformance with Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth.

9 With respect to Lot 1, vehicles in current use by employees and customers of the service station and accessory mini-mart shall be permitted on site when said facility is open for business. Owners shall provide Village Police Department with a continuously updated list of employee vehicle registration numbers.

10. Customers of the auto repair businesses on Lot 3, at 601 and 611 N. Roselle Road, may leave their vehicles parked overnight in the area immediately east of and adjacent to the building as shown on Exhibit "A". Such parking shall be limited to a maximum of four (4) designated customer vehicles per night. Owner shall designate the four (4) parking spaces by clearly posting them with signage subject to the approval of the Zoning Administrator. In no event shall the same vehicle remain in this location for more than one (1) consecutive night.

11. Owners may cooperate with one another to satisfy their obligations under this Agreement. Each Owner, however, shall be individually responsible to satisfy its obligations under this Agreement as they pertain to that Owner's Lot(s) as if there is an independent agreement applicable to each lot described herein.

12. This Agreement shall be binding upon the Owners, their lessees, purchasers, successors, heirs, and assigns.

13. Owners shall provide Village with all reasonable cooperation necessary to effectuate the terms and intent of this Agreement.

14. Nothing in this Agreement shall be interpretated to obligate the Village to regulate the parking of vehicles on the property.

15. This Agreement shall be recorded at the Owners' expense in the office of the Recorder of Cook County, and no regulation made pursuant to this contract shall be effective or enforceable until three (3) days after the contract is so recorded.

16. The invalidity of any portion of this Agreement shall not affect the validity of its remaining portions.

Mayor, Village of Roselle

ATTEST:

Village Clerk

OFFICIAL SEAL
LINDA M. TONETTI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/96

Subscribed and sworn to before me by Carol Ann Weber, Trust Officer, this 5th day of January, 1994.

Notary Public

Subscribed and sworn to before me this_____ day of _____, 19___

Notary Public

Exoneration provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

By: Carol Ann Weber, Trust Officer

Owner - Lot 1, Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 23, 1992 and known as Trust No. 920219 and not individually

First Bank of Oak Park, t/u/t 13555 and not personally

BY:

Vice-President & Trust Officer

94100469

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

This document is executed by FIRST BANK OF OAK PARK, successor to Oak Park National Bank and Citizens National Bank, not personally but solely as Trustee as aforesaid [illegible] and conditions to be performed [illegible] by aforesaid Bank are made [illegible] Trustee and not personally [illegible] liability should be asserted or [illegible] against aforesaid Bank by reason of any of the covenants, statements, representations or warranties contained in this instrument.

9 4 1 0 0 4 6 9

Anthony (Tony) Stephens

Owner - Lot 2, Heritage - OEX
Limited Partnership II,
by Tony Stephens

Subscribed and sworn to before me
this 10th day of JAN, 1994

Notary Public

"OFFICIAL SEAL"
MATT J. LEUCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/97

~~Owner - Lot 3, Trust Officer First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993~~

See page 4

Subscribed and sworn to before me
this 27th day of DECEMBER, 1993

Judith Ellen Lewis

Notary Public

OFFICIAL SEAL
JUDITH ELLEN LEWIS
Notary Public, State of Illinois
My Commission Expires 8-13-96

JLB:mrf

cd 698 p. 2 - 5

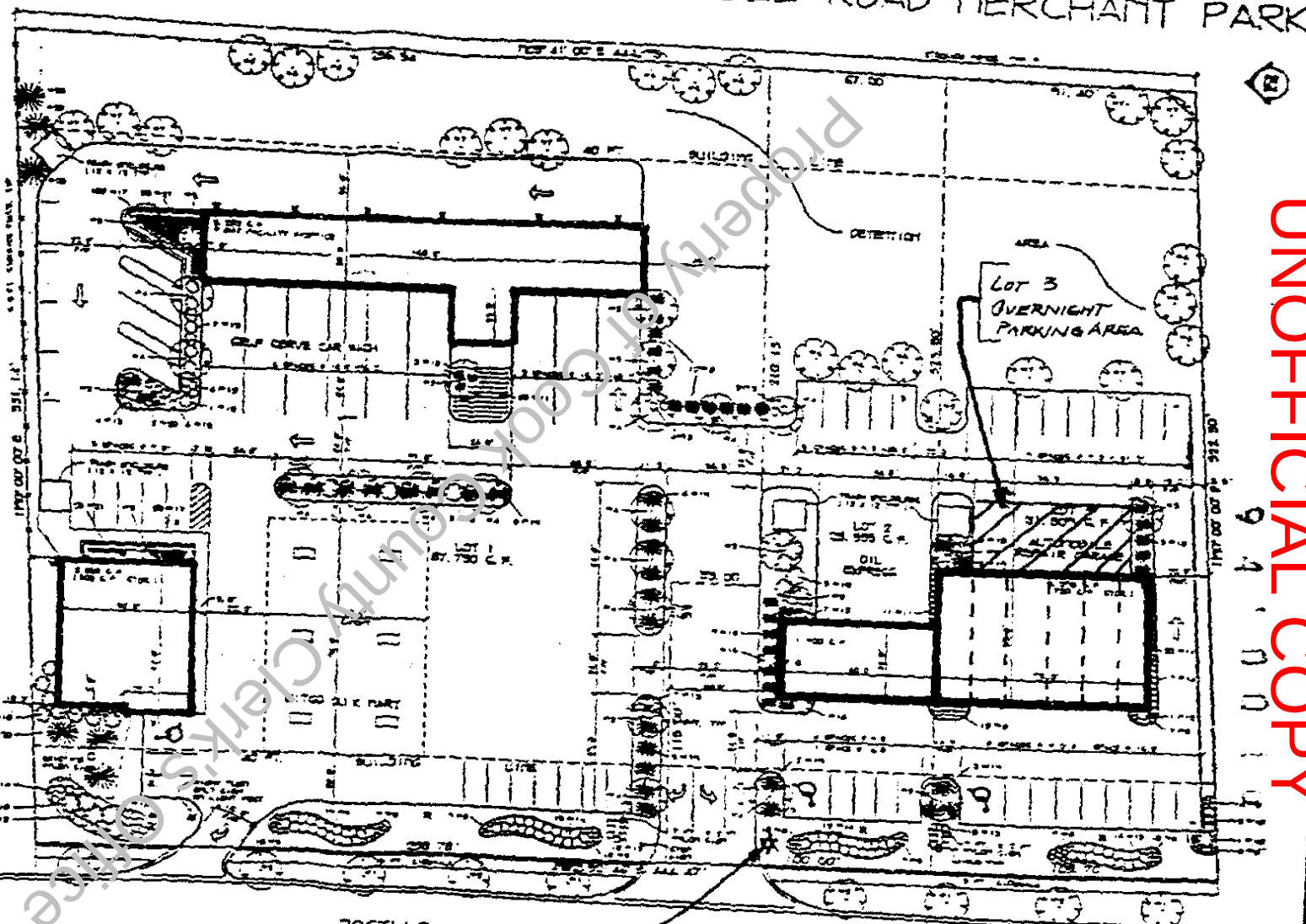
94100469

PARKING REQUIREMENTS

LANDSCAPING REQUIREMENTS

FENCE & TRASH ENCLOSURE DETAILS

ROSELLE ROAD MERCHANT PARK



UNOFFICIAL COPY

DEVELOPER: 727 N. HARLEM INC. C/O HERITAGE DEVEL.
605 WEST GOLF ROAD
SCHAUMBURG, ILLINOIS 60194
1-708 843-3077

EXHIBIT A

PLANNER/ENGINEER: PAVIA-HARTING & CO.
130 EAST BELL
ROSELLE, ILLINOIS
1-708 [illegible]

P-M

As approved
J Boguchwal
12/13/93

SIGN REGARDING OVERNIGHT
PARKING RESTRICTIONS

93100469

Rec No. 93 [illegible]