



# Application for Public Hearing SPECIAL USE PERMITS

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

**Name of Business (If applicable):** The Shops at Downtown Oak Park

**Address/Location of Property in Question:** 401-435 N. Harlem Avenue/1128-1165 Westgate Street/1137-1147 Lake Street  
Oak Park, Illinois 60301

**Property Identification Number(s)(PIN):** 16-07-124-032; 16-07-124-033; 16-07-124-002; 16-07-124-003; 16-07-124-004; 16-07-125-001;  
16-07-125-002; 16-07-125-003; 16-07-125-004; 16-07-125-027; 16-07-125-028

**Name of Property Owner(s):** SDOP Corp., a Delaware Corporation

**Address of Property Owner(s):** 110 North Wacker Drive, Suite 4000, Chicago, Illinois 60606

**E-Mail of Property Owner(s):** melanie.varrato@heitman.com **Phone:** 312-425-0791

**If Land Trust, name(s) of all beneficial owners:** (A Certificate of Trust must be filed.) N/A

**Name of Applicant(s):** SDOP Corp., a Delaware Corporation

Applicant's Address: 110 North Wacker Drive, Suite 4000, Chicago, Illinois 60606

Applicant's Phone Number: 312-425-0791 E-Mail melanie.varrato@heitman.com

Other: \_\_\_\_\_

**Project Contact:** (if Different than Applicant) Karl Camillucci and Braeden Lord - Taft Stettinius & Hollister LLP

Contact's Address: 111 East Wacker Drive, Suite 2600, Chicago, Illinois 60601

Contact's Phone Number: 312-836-4085/312-836-4165 E-Mail kcamillucci@taftlaw.com / blord@taftlaw.com

Other: \_\_\_\_\_

**Property Interest of Applicant:**  Owner  Legal Representative  Contract Purchaser  Other

(If Other - Describe): \_\_\_\_\_

**Existing Zoning:** DT - downtown **Describe Proposal:** \_\_\_\_\_

See attached Project Narrative and Responses to Approval Standards.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Melanie Varrato, Authorized Representative of SDOP Corp.  
(Printed Name) Applicant

Melanie Varrato 11/22/24  
(Signature) Applicant Date

Melanie Varrato, Authorized Representative of SDOP Corp.  
(Printed Name) Owner

Melanie Varrato 11/22/24  
(Signature) Owner Date

**Owner's Signature must be notarized**

SUBSCRIBED AND SWORN TO BEFORE ME THIS

22<sup>nd</sup> DAY OF January, 2024

Linda Riley  
(Notary Public)



# Village of Oak Park

(708) 358-5478

## Billing Information

Jean Zoerner  
2341 Kenyon Lane  
Aurora IL 60502  
arivera@midamericagr.com

## Transaction Detail



XXXXXXXXXXXX5053  
1/22/2024 4:05:34 PM  
Approved 91798D

## Invoices

Type	Account #	Invoice #	Amount
Permits		39474	\$675.00
		SUBTOTAL	<b>\$675.00</b>
		GRAND TOTAL	<b>\$675.00</b>

## Application for Special Use - The Shops of Downtown Oak Park

### Project Narrative and Responses to Approval Standards

**Applicant:** SDOP Corp.

**Subject Property:** 401-35 N. Harlem Avenue/1128-65 Westgate Street/1137-47 Lake Street (The Shops of Downtown Oak Park)

#### **A. Project Narrative**

SDOP Corp. (the "**Applicant**") owns the property commonly known as the Shops at Downtown Oak Park, which is located at 401-435 N. Harlem Avenue, 1128-1165 Westgate Street, and 1137-1147 Lake Street in the Village of Oak Park, Illinois (collectively, the "**Property**"). The Property is located within the DT Downtown Zoning District (the "**Downtown District**"). The Property is improved with: (a) two, free-standing, multi-tenant retail buildings occupied by numerous retail tenants (collectively, the "**Retail Buildings**"); and (b) two accessory parking lots (the "**Parking Lots**") intended for use by customers who shop at the Retail Buildings.

Unfortunately, many people who are not customers of the Retail Buildings improperly park their vehicles in the Parking Lots ("**Unauthorized Parking**"). Unauthorized Parking reduces the amount of parking supply available for customers of the Retail Buildings, which harms customers and tenants of the Retail Buildings and may contribute to traffic and congestion in the Downtown District. The Applicant desires to discourage Unauthorized Parking so that spaces within the Parking Lots will remain available for customers of the Retail Buildings, thereby alleviating traffic and congestion.

Initially, the Applicant towed unauthorized vehicles parked in the Parking Lots that did not belong to customers of the Retail Buildings. The Applicant received negative feedback, however, in response to this approach. In a good faith effort to respond to that feedback, while also discouraging Unauthorized Parking, the Applicant has proposed the installation and use of an automated, camera-based parking access control system (the "**Parking Control System**"). The Parking Control System would penalize Unauthorized Parking by charging the owners of vehicles who are not customers of the Retail Buildings, while allowing customers of the Retail Buildings to park their vehicles in the Parking Lots free of charge.

The Parking Control System is intended to preserve the Parking Lots for use by customers of the Retail Buildings, which is consistent with the purpose of an accessory parking lot. The Applicant understands, however, that under the Village of Oak Park Zoning Ordinance (the "**Ordinance**") any parking lot that imposes a charge on users may be considered a non-accessory parking lot. In conjunction with this application, the Applicant proposes a text amendment to the Ordinance to allow a parking lot (principal) in the Downtown District subject to special use approval. Pursuant to the proposed text amendment, the Applicant requests special use approval to establish a parking lot (principal) at the Property for the purpose of installing the Parking Control System in the Parking Lots.

## **B. Responses to Approval Standards**

*Village of Oak Park Zoning Ordinance (the “Ordinance”)  
Section 14.2.E – Approval Standards for Special Uses*

- 1. Standard: The establishment, maintenance, and operation of the proposed special use will not have a substantial or unduly adverse impact on the neighborhood or endanger the public health, safety, or welfare.**

Response: The proposed special use will not have an adverse impact on the neighborhood or endanger the public health, safety, or welfare but, rather, will promote health, safety, and welfare in the neighborhood by allowing for the installation and use of a Parking Control System that will increase parking supply for customers of the Retail Buildings, reduce traffic and congestion caused by Unauthorized Parking, enhance traffic safety in the Parking Lots, and increase the commercial viability of the Retail Buildings.

The Parking Control System will not involve the construction of any new buildings or parking areas at the Property. Rather, it will involve the installation of minor camera-enforcement infrastructure that will log parking activity within the Parking Lots. The Property will continue to be used as a retail shopping center that is compatible with the mix of commercial, retail, office, and multifamily residential uses surrounding the site.

- 2. Standard: The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.**

Response: The proposed special use is compatible with the land use of adjacent properties and properties in the immediate vicinity. The Property is immediately bound by rights-of-way on all sides—Lake Street to the north; Maple Avenue to the east; North Boulevard to the south; Harlem Avenue to the west; and Westgate Street within the overall site. The properties located immediately across the street from the Property include mixed-use retail, office, and multifamily residential buildings to the north and west; the Harlem/Lake CTA rail station to the south; and retail buildings with accessory parking lots to the west. Parcels in the immediate vicinity of the Property are zoned as part of the Village of Oak Park Downtown District or the Village of River Forest Office / Research / Industrial / Commercial District (the “**ORIC District**”).

The proposed special use does not involve the addition of any new buildings or parking at the Property. The proposed special use will merely allow the establishment of the Parking Control System in the Parking Lots to discourage Unauthorized Parking and increase parking supply for customers of the Retail Buildings, in keeping with the intended purpose of the existing accessory Parking Lots. The Parking Control System will allow the Applicant to better manage parking within the Parking Lots for the benefit of the existing Retail Building tenants and customers. This will benefit the overall development in a manner that is consistent with the dense and compatible mix of commercial, retail, multifamily residential, and office uses in the immediate vicinity and the broader Downtown and ORIC Districts.

- 3. Standard: The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance, adopted land use policies and the Comprehensive Plan.**

Response: The proposed special use is consistent with the spirit and intent of the Ordinance, the 2014 Comprehensive Plan (Envision Oak Park) and the 2005 Greater Downtown Master Plan.

Section 1.2 of the Ordinance provides that the intent of the Ordinance is to further certain enumerated purposes. Those purposes include to: “promote and protect the public health, safety, and welfare”; “secure...convenience of access to property”; “protect the character and stability of the residential, business and industrial areas”; and “restrict the location and use of buildings, structures, and land for trade, industrial, residential and other uses.” The Greater Downtown Master Plan includes among its Guiding Principles reducing traffic congestion, revitalizing retail, and improving parking supply. Similarly, objectives of the Comprehensive Plan include “Supporting Local Access to Commerce,” “Managing Parking,” and “Encouraging All Modes of Travel.” See Comprehensive Plan Objectives 4.3.1, 10.1.5, and 10.2.5.

The proposed special use for the Parking Control System supports each of those purposes. The Parking Control System will promote traffic safety by better enabling the Applicant to limit the use of the Parking Lots to customers of the Retail Buildings (who will traverse the Parking Lots in more predictable patterns). Similarly, the Parking Control System will promote convenient access the Property by customers of the Retail Buildings, enabling the Applicant to better manage and preserve parking supply for the benefit of bona fide visitors to Retail Buildings. In doing so, the Parking Control System will support local access to the retail amenities at the Property and thereby promote the commercial viability of the site.

**4. Standard: The special use meets the requirements for such classification in this Ordinance.**

Response: The proposed special use meets the requirements for approval of a parking lot (principal) use. Table 8-1 and Section 8.3.A.1.k of the Ordinance provide that parking lot (principal) uses are allowed in the Downtown District subject to special use approval, unless located with 50 feet of the Lake Street and Oak Park Avenue street lot lines. The Property is located in the Downtown District; the Parking Lots are not located within 50 feet of the Lake Street or Oak Park Avenue street lot lines; and the proposed special use satisfies the other general criteria for special use approval as detailed in these standards responses.

**Property Owner Information**  
**Village of Oak Park**  
**Application for Special Use and Text Amendment**

**Property Address:** 401-435 N. Harlem Avenue/1128-1165 Westgate Street/1137-1147 Lake Street, Oak Park, Illinois 60301

**Property PINs:** 16-07-124-032; 16-07-124-033; 16-07-124-002; 16-07-124-003; 16-07-124-004; 16-07-125-001; 16-07-125-002; 16-07-125-003; 16-07-125-004; 16-07-125-027; 16-07-125-028

**Property Owner:** SDOP Corp., a Delaware Corporation

**Property Owner Address:**

SDOP Corp.  
110 N. Wacker Drive, Suite 4000  
Chicago, Illinois 60606

**Property Owner Contact Person:**

Melanie Varrato  
Senior Vice President (Heitman, LLC) and Vice President (SDOP Corp.)  
[melanie.varrato@heitman.com](mailto:melanie.varrato@heitman.com)  
m: 773.220.9384  
o:312.425.0791

**Property Owner Attorney:**

Karl Camillucci / Braeden Lord  
Taft Stettinius & Hollister LLP  
111 East Wacker Drive, Suite 2600  
Chicago, Illinois 60601  
312-836-4085 / 312-836-4161  
[kcamillucci@taftlaw.com](mailto:kcamillucci@taftlaw.com) / [blord@taftlaw.com](mailto:blord@taftlaw.com)

**Affidavit of Property Ownership  
Village of Oak Park  
Application for Special Use – The Shops of Downtown Oak Park**

I, Melanie Varrato, after being first duly sworn on oath, depose and state that I have personal knowledge of the facts set forth in this Affidavit and if called upon to testify in this matter, I would swear the following facts are true and correct:

1. I am over the age of 18 and have personal knowledge of the statements made in this Affidavit.
2. I am the Vice President of SDOP Corp., a Delaware Corporation, which is the owner of the property located at 401-435 N. Harlem Avenue, 1128-1165 Westgate Street, and 1137-1147 Lake Street in Oak Park, Illinois 60301 (the "Subject Property").
3. SDOP Corp. has submitted an application for special use approval for the Subject Property.

FURTHER AFFIANT SAYETH NOT.

Signature: 

Name: Melanie Varrato

Signed and sworn to before me on 1/22/2024 by Melanie Varrato at Cook County, Illinois.

  
Notary Public

Commission expires: 3/29/2026



**Subject Property Address:** 401-435 N. Harlem Avenue/1128-1165 Westgate Street/1141-1147 Lake Street, Oak Park, Illinois 60301

**Subject Property PINs:** 16-07-124-032; 16-07-124-033; 16-07-124-002; 16-07-124-003; 16-07-124-004; 16-07-125-001; 16-07-125-002; 16-07-125-003; 16-07-125-004; 16-07-125-027; 16-07-125-028

AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY  
(10-17-92)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

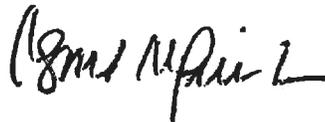
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
CHICAGO TITLE INSURANCE COMPANY  
171 NORTH CLARK STREET  
CHICAGO, IL 60601  
(312) 223-2190  
FAX (312) 223-2128

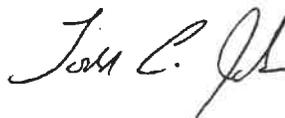
CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST:



Secretary



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

#### (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

#### (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE A

POLICY NO.: 1401 008297253 D2

DATE OF POLICY: FEBRUARY 2, 2006

AMOUNT OF INSURANCE: \$19,474,837.50

1. NAME OF INSURED:

SDOP CORP., A DELAWARE CORPORATION.

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008297253 D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 TO 7 AND PARTS OF LOTS 8, 9 AND 10 (EXCEPT THE NORTH 18.5 FEET OF LOTS 1 AND 10) IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 10 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 71.84 FEET OF LOT 1 AND THE NORTH 71.84 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THAT PART OF PARCEL 4 HERETOFORE DEDICATED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO A POINT 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN A NORTHEASTERLY DIRECTION TO A POINT 20.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND ALONG THE NORTH LINE OF SAID LOT 1; THENCE PROCEED IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 1/2 OF LOT 2 (EXCEPT THE SOUTH 18.5 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7,

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

**CHICAGO TITLE INSURANCE COMPANY**  
**OWNER'S POLICY (1992)**  
**SCHEDULE A (CONTINUED)**

POLICY NO. : 1401 008297253 D2

TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

LOT 1 (EXCEPT THE NORTH 71.84 FEET) AND LOT 2 (EXCEPT THE NORTH 71.84 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

LOTS 3, 4 AND WEST 1/2 OF LOT 5 (EXCEPT THE SOUTH 18.5 FEET OF SAID LOTS CONVEYED TO THE VILLAGE OF OAK PARK FOR STREET PURPOSES BY DEED RECORDED AS DOCUMENT 11015875) IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

THAT PART OF WESTGATE STREET, LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED 10.00 FEET NORTH TO A POINT 10.00 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN AN EASTERLY DIRECTION 225.00 FEET TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED NORTH 10.00 FEET TO A POINT, WHICH IS 24.99 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE PROCEED 225.00 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 9:**

THAT PART OF WESTGATE STREET, DESCRIBED AS FOLLOWS:

THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOTS 1 AND 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOT 11 AND WEST 1/2 OF LOT 10 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 10:**

THAT PART OF NORTH BOULEVARD, LYING ADJACENT TO THE PARCELS OF LAND AFORESAID, DESCRIBED AS FOLLOWS:

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.**

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)  
SCHEDULE A (CONTINUED)

POLICY NO. : 1401 008297253 D2

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED IN A SOUTHERLY DIRECTION 15.00 FEET SOUTH; THENCE PROCEED IN A WESTERLY DIRECTION 160.00 FEET TO A POINT 40 FEET.00 WEST OF THE EAST LINE OF LOT 9 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHWESTERLY DIRECTION TO A POINT 90.00 FEET WEST OF THE EAST LINE OF SAID LOT 9 AND 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A WESTERLY DIRECTION, 30.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHERLY DIRECTION 25.00 FEET TO A POINT 1.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A WESTERLY DIRECTION 10.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A NORTHERLY DIRECTION 4.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE PROCEED IN A SOUTHEASTERLY DIRECTION 152.73 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A EASTERLY DIRECTION 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS:**

PARCEL 1:

BEGINNING AT A POINT ON THE EAST LINE OF HARLEM AVENUE, THAT IS 25.00 FEET SOUTH OF THE SOUTH LINE OF LAKE STREET, SAID POINT IS ALSO 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREE, 11 MINUTE, 51 SECOND WEST ALONG THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.50 FEET TO THE NORTH LINE OF WESTGATE STREET, AS VACATED; THENCE SOUTH 89 DEGREES, 27 MINUTES, 21 SECONDS EAST ALONG THE NORTH LINE OF WESTGATE STREET, A DISTANCE OF 225.00 FEET; THENCE NORTH 00 DEGREE, 11 MINUTES, 53 SECONDS EAST, A DISTANCE OF 205.89 FEET TO THE SOUTH LINE OF LAKE STREET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 07 SECONDS WEST, ALONG THE SOUTH LINE OF LAKE STREET, A DISTANCE OF 205.00 FEET; THENCE SOUTH 38 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 32.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF WESTGATE STREET, AS VACATED AND THE EAST LINE OF HARLEM AVENUE, SAID POINT IS ALSO THE NORTH WEST CORNER OF LOT 1 IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF HARLEM AVENUE, SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 203.67 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 10.02 FEET; THENCE SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 74 DEGREES, 04 MINUTES, 07 SECONDS EAST, A DISTANCE OF 51.95 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 160.00 FEET; THENCE NORTH ALONG THE EAST LINE OF LOT 10 IN SAID WHAPLE'S SUBDIVISION, NORTH 00 DEGREE, 11 MINUTES, 40

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.**

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)  
SCHEDULE A (CONTINUED)

POLICY NO. : 1401 008297253 D2

SECONDS EAST, A DISTANCE OF 228.27 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21  
SECONDS WEST, A DISTANCE OF 24.99 FEET; THENCE NORTH 00 DEGREE, 11 MINUTES, 51  
SECONDS WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21  
SECONDS WEST, A DISTANCE OF 225.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

**CHICAGO TITLE INSURANCE COMPANY**  
**OWNER'S POLICY (1992)**  
**SCHEDULE B**

1401 008297253 D2

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

**EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

**GENERAL EXCEPTIONS:**

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

**SPECIAL EXCEPTIONS:** THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

AM 6. 1. TAXES FOR THE YEAR 2005 AND 2006

2005 AND 2006 TAXES ARE NOT YET DUE OR PAYABLE.

PERM TAX#	PCL
16-07-124-002-0000	1 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-124-003-0000	2 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-124-004-0000	3 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-124-032-0000	4 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-124-033-0000	5 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-125-001-0000	6 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-125-002-0000	7 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-125-003-0000	8 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-125-004-0000	9 OF 11
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.	
16-07-125-027-0000	10 OF 11

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE B

1401 008297253 D2

EXCEPTIONS FROM COVERAGE  
(CONTINUED)

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.

16-07-125-028-0000 11 OF 11

THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.

- G 7. MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT DATED NOVEMBER 12, 2002 AND RECORDED NOVEMBER 26, 2002 AS DOCUMENT 0021307948 MADE BY TTC OAK PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO JOHN HANCOCK LIFE INSURANCE COMPANY TO SECURE A NOTE FOR \$7,900,000.00.

ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AS OF JANUARY 31, 2006 AND RECORDED FEBRUARY 2, 2006 AS DOCUMENT NUMBER 0603343331 BETWEEN AND AMONG TCC OAK PARK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, SDOP CORP., A DELAWARE CORPORATION AND JOHN HANCOCK LIFE INSURANCE COMPANY

FIRST MORTGAGE MODIFICATION AGREEMENT DATED AS OF JANUARY 31, 2006 BY AND BETWEEN SDOP CORP., A DELAWARE CORPORATION AND JOHN HANCOCK LIFE INSURANCE COMPANY RECORDED FEBRUARY 2, 2006 AS DOCUMENT NUMBER 0603343332

- H 8. ASSIGNMENT OF LEASES AND RENTS RECORDED NOVEMBER 26, 2002 AS DOCUMENT 0021307949 MADE BY TTC OAK PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY TO JOHN HANCOCK LIFE INSURANCE COMPANY.

- I 9. SECURITY INTEREST OF JOHN HANCOCK LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING TTC OAK PARK LLC AS DEBTOR AND RECORDED NOVEMBER 26, 2002 AS DOCUMENT 0021307950.

- AI 10. RIGHTS OF THE FOLLOWING TENANTS, AS TENANTS ONLY, WITH NO RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE:

NEW CINGULAR WIRELESS PCS, LLC, D/B/A CINGULAR WIRELESS  
CARIBOU COFFEE COMPANY, INC., D/B/A CARIBOU  
CLAIRE'S BOUTIQUES, INC., D/B/A/ CLAIRE'S ACCESSORIES  
FOR EYES OPTICAL COMPANY, D/B/A/ FOR EYES  
OS SALES CO., INC., D/B/A/ OMAHA STEAKS

LEASE MADE BY COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 96-4164 TO TGI FRIDAY'S INC., AS LESSEE, AS TENANT ONLY WITH RIGHTS OR CLAIMS FOR OCCUPANCY ONLY, DATED SEPTEMBER 4, 1997 AND RECORDED NOVEMBER 4, 1997 AS DOCUMENT 97832277

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE B

1401 008297253 D2

EXCEPTIONS FROM COVERAGE  
(CONTINUED)

LEASE MADE BY COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 96-4164 TO PIER I IMPORTS US INC DATED JANUARY 12, 1998, A MEMORANDUM OF WHICH WAS RECORDED FEBRUARY 3, 1998 AS DOCUMENT 98088118

LEASE MADE BY COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST NUMBER 96-4164 TO THE GAP, INC., D/B/A OLD NAVY, A MEMORANDUM OF WHICH WAS RECORDED SEPTEMBER 9, 1998 AS DOCUMENT 98870825

LEASE MADE BY COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST NUMBER 96-4164 TO THE GAP, INC., A MEMORANDUM OF WHICH WAS RECORDED SEPTEMBER 29, 1998 AS DOCUMENT 98870826,

- V 11. RIGHTS OF NORTHERN ILLINOIS GAS COMPANY, THE COMMONWEALTH EDISON COMPANY, AMERITECH AND VILLAGE OF OAK PARK, IF ANY, IN SAID VACATED STREETS FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES, SET FORTH IN VACATION ORDINANCES RECORDED AS DOCUMENT 97277669 AND 97277670.
- W 12. RIGHTS OF THE PUBLIC IN AND TO THE NORTH 5.00 FEET OF THE LAND, USED AS A PUBLIC WALK.  
  
(AFFECTS PARCEL 5)
- N 13. RIGHTS OF THE MUNICIPALITY, THE STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO VACATED WESTGATE STREET AND VACATED NORTH BOULEVARD.
- U 14. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT 97771567, AFFECTING ALL OF PARCELS 2 AND 7 IN SCHEDULE A.
- M 15. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE AGREEMENT AND GRANT OF EASEMENT DATED DECEMBER 16, 1996 AND RECORDED JANUARY 16, 1997 AS DOCUMENT NUMBER 97034986 MADE BY AND BETWEEN LAWRENCE A. ELSTER AS AGENT FOR THE BENEFICIARY OF AMERICAN NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 107261-07 AND THE VILLAGE OF OAK PARK.  
  
(AFFECTS THE NORTH 20.00 FEET OF THE SOUTH 120.00 FEET OF LOT 10 IN PARCEL 3)
- X 16. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE, TOGETHER WITH A RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT RECORDED AS DOCUMENT 23955608; AND THE PROVISIONS THEREIN RELATING TO SAID

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE B

1401 008297253 D2

EXCEPTIONS FROM COVERAGE  
(CONTINUED)

EASEMENT.

(AFFECTS THE SOUTH 5.00 FEET AND THE EAST 5.00 FEET OF PARCEL 9; AND ALSO THE WEST 5.00 FEET OF THE EAST 10.00 FEET OF THE SOUTH 26.00 FEET OF THE NORTH 33.00 FEET OF PARCEL 9)

O 17. EASEMENT FOR THE USE AND BENEFIT OF THE PROPERTY LOCATED AT 1125-33 LAKE STREET FOR THE PURPOSES OF INSTALLING AND MAINTAINING AN UNDER-DRAIN FOR THE FOUNDATION OF THE BUILDING LOCATED ON SAID PROPERTY, AS FURTHER DESCRIBED IN ORDINANCE RECORDED MARCH 31, 1997 AS DOCUMENT 97217701.

P 18. EASEMENT RESERVED FOR A LANDSCAPED PUBLIC WALKWAY AS SET FORTH IN ORDINANCE RESERVING AN EASEMENT FOR A LANDSCAPED PUBLIC WALKWAY ALONG THE EASTERN EDGE OF THE DEVELOPMENT SITE BEING CONVEYED TO THE TAXMAN CORPORATION RECORDED MAY 19, 1997 AS DOCUMENT 97353377.

(AFFECTS THE EAST 12.00 FEET OF LOT 10 (INCLUDING THE 15.00 FEET VACATED NORTH BOULEVARD SOUTH AND ADJOINING LOT 10) IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, AND THE EAST 12.00 FEET (EXCEPT THE EAST 1.00 FOOT) OF THE WEST OF LOT 5 (INCLUDING THE 10.00 FEET VACATED WESTGATE STREET SOUTH AND ADJOINING LOT 5) IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID)

K 19. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE REDEVELOPMENT AGREEMENT RECORDED APRIL 22, 1997 AS DOCUMENT 97277668.

L 20. MEMORANDUM OF MEMBERSHIP RECORDED JANUARY 24, 1991, AS DOCUMENT 91037029, RELATING TO OBLIGATIONS, BURDENS AND BENEFITS OF MEMBERSHIP IN THE HARLEM LAKE MARION CORPORATION (DOING BUSINESS AS DOWNTOWN OAK PARK), A NOT-FOR-PROFIT CORPORATION OF ILLINOIS.

(AFFECTS THE WEST 25.00 FEET OF PARCEL 3 AND PARCELS 4, 5, 7 AND 9)

AK 21. MATTERS AS SHOWN ON SURVEY MADE BY JAMES M ELLMAN LTD., DATED AUGUST 29, 2005, NO. 05-971150:

SHED LOCATED ALONG THE SOUTHERLY PROPETY LINE INTO NORTH BOULEVARD BY 1.0 FEET;

AL 22. MATTERS AS SHOWN ON SURVEY MADE BY JAMES M ELLMAN LTD., DATED AUGUST 29, 2005, NO. 05-971150:

1) 8 PARKING SPACES FROM THE ADJOINING PROPERTY ONTO THE PIQ INSURED HEREIN; (AFFECTS PARCEL 3)

2) EAVES ATTACHED TO THE BUILDING LOCATED ON THE LAND EASTERLY AND ADJOINING BY VARIOUS AMOUNTS; (AFFECTS PARCEL 3)

3) CANOPY ATTACHED TO THE BUILDING LOCATED ON THE LAND EASTERLY AND

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (1992)  
SCHEDULE B

1401 008297253 D2

EXCEPTIONS FROM COVERAGE  
(CONTINUED)

ADJOINING BY VARIOUS AMOUNTS; (AFFECTS PARCEL 3)

3) BUILDING LOCATED ON THE LAND EASTERLY AND ADJOINING BY 0.06 FEET;  
(AFFECTS PARCEL 7)

- AS 23. SECURITY INTEREST OF JOHN HANCOCK LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING SDOP CORP AS DEBTOR AND RECORDED FEBRUARY 2, 2006 AS DOCUMENT NO. 0603343333.

CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NO. : 1401 008297253 D2

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY Shari R. Gross

AUTHORIZED SIGNATORY

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### LOCATION ENDORSEMENT 6 - CONTIGUITY TO STREET

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACY IN THE FOLLOWING ASSURANCE:

1. PARCEL 1, PARCEL 2, PARCEL 3 AND PARCEL 9, DESCRIBED IN SCHEDULE A, TAKEN AS A TRACT, IS CONTIGUOUS TO AND HAS VEHICULAR ACCESS TO PHYSICALLY OPEN AND DEDICATED STREETS KNOWN AS HARLEM AVENUE, NORTH BOULEVARD, AND WESTGATE STREET.
1. PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8 AND PARCEL 10, DESCRIBED IN SCHEDULE A, TAKEN AS A TRACT, IS CONTIGUOUS TO AND HAS VEHICULAR ACCESS TO PHYSICALLY OPEN AND DEDICATED STREETS KNOWN AS HARLEM AVENUE, LAKE STREET AND WESTGATE STREET.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### LOCATION ENDORSEMENT 4 - CONTIGUITY

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACIES IN THE FOLLOWING ASSURANCES:

PARCEL 1, PARCEL 2, PARCEL 3 AND PARCEL 9, DESCRIBED IN SCHEDULE A, ARE CONTIGUOUS TO EACH OTHER AND, TAKEN AS A TRACT, CONSTITUTE ONE PARCEL OF LAND.

PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8 AND PARCEL 10, DESCRIBED IN SCHEDULE A, ARE CONTIGUOUS TO EACH OTHER AND, TAKEN AS A TRACT, CONSTITUTE ONE PARCEL OF LAND.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### LOCATION ENDORSEMENT 1

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN IN THE EVENT THAT, AT DATE OF POLICY:

2. THE BUILDING ON SAID LAND IS NOT KNOWN AS THE SOUTHEAST CORNER OF LAKE STREET AND HARLEM AVENUE.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### PLAT ACT ENDORSEMENT

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN IN THE EVENT THAT, AT DATE OF POLICY:

(1) THE LAND DESCRIBED IN SCHEDULE A MAY NOT BE SOLD OR CONVEYED AS A SEPARATE PARCEL WITHOUT FURTHER SUBDIVISION; AND

(2) A CONVEYANCE OF THE LAND DESCRIBED IN SCHEDULE A AS A SINGLE PARCEL IS IN VIOLATION OF THE PLAT ACT, 765 ILCS 205/1 ET SEQ.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### MODIFIED P.I.N ENDORSEMENT 1A

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACIES IN THE FOLLOWING ASSURANCES:

(1) AT DATE OF POLICY, THE LAND DESCRIBED IN SCHEDULE A PARCELS 1, 2, 3, 4, 5, 6, 7 AND 10, TAKEN AS A TRACT, CONSTITUTES 11 PARCELS FOR REAL ESTATE TAX PURPOSES, EACH OF WHICH PARCELS IS SEPARATE AND APART FROM ANY OTHER LAND; AND

(2) AT DATE OF POLICY, THE LAND DESCRIBED IN SCHEDULE A IS ASSESSED FOR REAL ESTATE TAX PURPOSES UNDER THE FOLLOWING PERMANENT INDEX NUMBERS, AND EACH OF SAID PERMANENT INDEX NUMBERS AFFECTS ONLY A PORTION OF THE LAND INSURED HEREIN AND NO OTHER LAND:

16-07-124-002-0000, AFFECTS PART OF THE LAND  
16-07-124-003-0000, AFFECTS PART OF THE LAND  
16-07-124-004-0000, AFFECTS PART OF THE LAND  
16-07-124-032-0000, AFFECTS PART OF THE LAND  
16-07-124-033-0000, AFFECTS PART OF THE LAND  
16-07-125-001-0000, AFFECTS PART OF THE LAND  
16-07-125-002-0000, AFFECTS PART OF THE LAND  
16-07-125-003-0000, AFFECTS PART OF THE LAND  
16-07-125-004-0000, AFFECTS PART OF THE LAND  
16-07-125-027-0000, AFFECTS PART OF THE LAND  
16-07-125-028-0000, AFFECTS PART OF THE LAND AND;

(3) AT THE DATE OF POLICY, THE LAND DESCRIBED IN SCHEDULE AS PARCELS 8 AND 9 ARE NOT ASSESSED FOR REAL ESTATE TAX PURPOSES AND DO NOT HAVE PERMANENT INDEX NUMBERS.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

# ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

## ZONING 3.1 ENDORSEMENT (MODIFIED)

1. THE COMPANY INSURES THE INSURED AGAINST LOSS OR DAMAGE SUSTAINED IN THE EVENT THAT, AT DATE OF POLICY:

(A) ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS THERETO, THE LAND IS NOT CLASSIFIED ZONE B-4, DOWNTOWN BUSINESS DISTRICT.

(B) THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION:

RETAIL BUSINESS SHOPS

AND THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1(B) IF THE USE OR USES ARE NOT ALLOWED AS A RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS THERETO MENTIONED ABOVE, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES.

2. THE COMPANY FURTHER INSURES THE INSURED AGAINST LOSS OR DAMAGE ARISING FROM A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION:

(A) PROHIBITING THE USE OF THE LAND, WITH ANY STRUCTURE PRESENTLY LOCATED THEREON, AS INSURED IN PARAGRAPH 1(B); OR

(B) REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ORDINANCES AND AMENDMENTS THERETO HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:

- (i) AREA, WIDTH OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE;
- (ii) FLOOR SPACE AREA OF THE STRUCTURE;
- (iii) SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND;
- (iv) HEIGHT OF THE STRUCTURE; OR
- (v) NUMBER OF PARKING SPACES.

THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON:

(A) THE INVALIDITY OF THE ORDINANCES AND AMENDMENTS THERETO MENTIONED ABOVE

(CONTINUED)

**ENDORSEMENT**

**ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2**

**ISSUED BY**

**CHICAGO TITLE INSURANCE COMPANY**

**UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE  
INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES.**

**(B) THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE  
OR INTEREST COVERED BY THIS POLICY.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS  
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE  
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF  
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF  
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT  
THEREOF.**

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### LOCATION ENDORSEMENT 5 - SURVEY

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN IN THE EVENT THAT:

THE PLAT OF SURVEY MADE BY JAMES M. ELLMAN LTD. , NUMBER 05-971150, DATED AUGUST 29, 2005, DOES NOT ACCURATELY DEPICT THE LOCATIONS OF THE EXTERIOR BOUNDARIES OF THE LAND DESCRIBED IN SCHEDULE A, DOES NOT SHOW THE PROPER DIMENSIONS OF SAID BOUNDARIES, AND DOES NOT CORRECTLY REFLECT THE ABSENCE AS OF THE DATE OF SAID SURVEY OF ANY ENCROACHMENTS OR EASEMENTS NOT OTHERWISE EXPRESSLY SET FORTH IN SCHEDULE B.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### OWNER'S COMPREHENSIVE ENDORSEMENT 1B

THE COMPANY INSURES THE INSURED AGAINST LOSS OR DAMAGE SUSTAINED:

1. IN THE EVENT THAT, AT DATE OF POLICY, UNLESS EXPRESSLY EXCEPTED IN SCHEDULE B: (A) THERE ARE PRESENT VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS OR RESTRICTIONS, AND ANY EXISTING IMPROVEMENTS ON THE LAND WHICH VIOLATE ANY BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS. (2) ANY INSTRUMENT REFERRED TO IN SCHEDULE B AS CONTAINING COVENANTS, CONDITIONS OR RESTRICTIONS ON THE LAND, IN ADDITION, (i) ESTABLISHES AN EASEMENT ON THE LAND; (ii) PROVIDES A LIEN FOR LIQUIDATED DAMAGES; (iii) PROVIDES FOR A PRIVATE CHARGE OR ASSESSMENT; (iv) PROVIDES FOR AN OPTION TO PURCHASE, A RIGHT OF FIRST REFUSAL OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT. (3) THERE IS ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, OR ANY ENCROACHMENT ONTO THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND. (4) THERE IS ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B. (5) THERE ARE ANY NOTICES OF VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ENVIRONMENTAL PROTECTION RECORDED OR FILED IN THE PUBLIC RECORDS.

2. BY REASON OF ANY FINAL COURT ORDER OR JUDGMENT REQUIRING THE REMOVAL FROM ANY LAND ADJOINING THE LAND OF ANY ENCROACHMENT EXCEPTED IN SCHEDULE B.

3. BY REASON OF ANY FINAL COURT ORDER OR JUDGMENT DENYING THE RIGHT TO MAINTAIN ANY EXISTING IMPROVEMENTS ON THE LAND BECAUSE OF ANY VIOLATION OF COVENANTS, CONDITIONS OR RESTRICTIONS OR BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.

WHEREVER IN THIS ENDORSEMENT THE WORDS "COVENANTS, CONDITIONS OR RESTRICTIONS" APPEAR, THEY SHALL NOT BE DEEMED TO REFER TO OR INCLUDE THE TERMS, COVENANTS, CONDITIONS OR LIMITATIONS CONTAINED IN AN INSTRUMENT CREATING A LEASE. AS USED IN PARAGRAPHS 1 AND 3, THE WORDS "COVENANTS, CONDITIONS OR RESTRICTIONS" SHALL NOT BE DEEMED TO REFER TO OR INCLUDE ANY COVENANTS, CONDITIONS OR RESTRICTIONS RELATING TO ENVIRONMENTAL PROTECTION.

NOTWITHSTANDING PARAGRAPH 1 ABOVE, NO INSURANCE IS PROVIDED REGARDING ENCROACHMENT OF FENCES, BOUNDARY WALLS, SIDEWALKS, DRIVEWAYS, OR OTHER PAVED AREAS ON THE LAND.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL THE TERMS AND PROVISIONS THEREOF AND ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

### POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE  
HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS  
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE  
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF  
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF  
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT  
THEREOF.

# ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 1401 008297253 D2

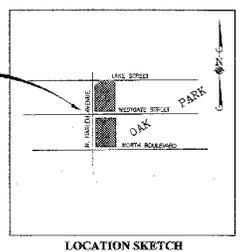
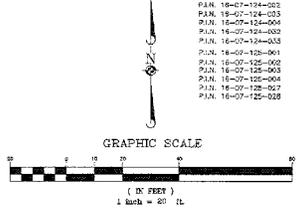
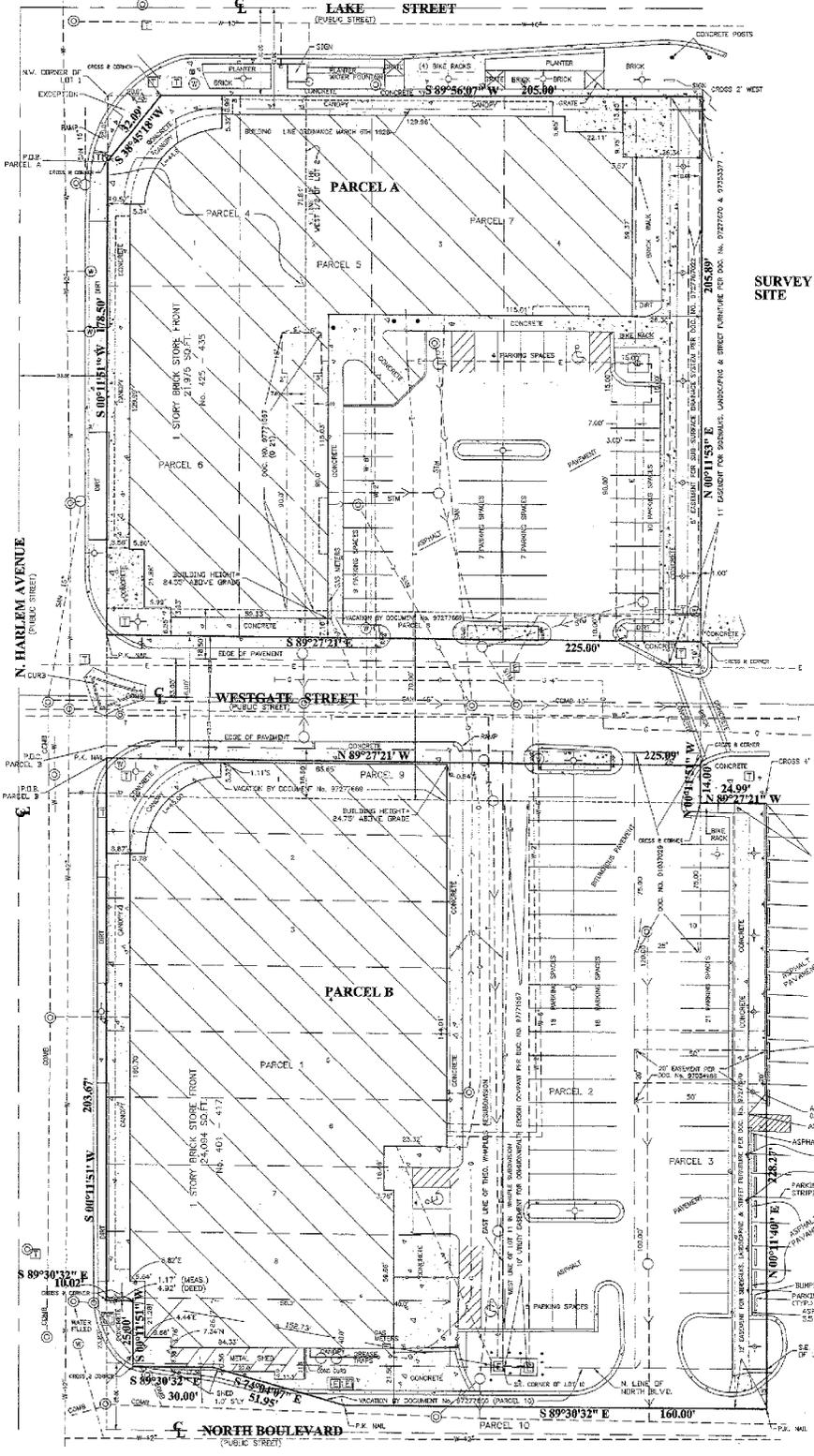
ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

## ENCROACHMENT ENDORSEMENT (MUNICIPALITY)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF THE ENTRY OF ANY COURT ORDER OR JUDGMENT WHICH CONSTITUTES A FINAL DETERMINATION AND DENIES THE RIGHT TO MAINTAIN THE EXISTING IMPROVEMENTS ON THE LAND SPECIFICALLY SET FORTH AT EXCEPTION LETTER AK OF SCHEDULE B (ONTO ADJOINING LAND). THIS ENDORSEMENT, HOWEVER, DOES NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM ANY LICENSE FEE WHICH MAY BE IMPOSED BY THE MUNICIPALITY FOR THE CONTINUED MAINTENANCE OF SAID IMPROVEMENTS.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.



SURVEY SITE

- P.L.N. 18-07-124-002
- P.L.N. 18-07-124-003
- P.L.N. 18-07-124-004
- P.L.N. 18-07-124-002
- P.L.N. 18-07-124-003
- P.L.N. 18-07-124-004
- P.L.N. 18-07-125-003
- P.L.N. 18-07-125-004
- P.L.N. 18-07-125-003
- P.L.N. 18-07-125-004

**LEGEND**

○ = CONC. CURB	⊕ = LIGHT STANDARD
— = CORE OF PAVEMENT	⊕ = SIGN
— = CHAIN-LINK FENCE	⊕ = METAL BALLARD
⊕ = WATER VALVE	⊕ = TRAFFIC SIGNAL
⊕ = SEWER MANHOLE	⊕ = MANHOLE PARKING
⊕ = CATCH BASIN	
⊕ = INLET	
⊕ = SANITARY MANHOLE	
⊕ = FIRE HYDRANT/ A.I.X. VALVE	
⊕ = VALVE VAULT	
⊕ = SEWER BOX	
⊕ = GAS MANHOLE	
⊕ = GAS VALVE	
⊕ = JULIE GAS MARKER	
⊕ = ELECTRICAL EQUIPMENT	
⊕ = ELECTRIC MANHOLE	
⊕ = ELECTRIC METER	
⊕ = TRAFFIC BOX	
⊕ = TELEPHONE MANHOLE	
⊕ = POWER POLE	

**NORTH PARCEL**  
45,805 SQ.FT. 1.05 ACRES

**SOUTH PARCEL**  
59,095 SQ.FT. 1.36 ACRES

**SURVEYOR'S NOTES**

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, CORRECT TO 1/8 INCH NEAREST.
2. REFER TO ALL DESCRIPTIONS AND RECORD MEASUREMENT ON THIS PLAN AND AT ONCE BEFORE ANY APPARENT DIFFERENCE TO THE SURVEYOR.
3. THIS PLAN IS NOT VALID WITHOUT EMBOSSED SEAL.
4. CONTACT UTILITIES COMPANIES BEFORE BUILDING.
5. SUBJECT PROPERTY IS SUBJECT TO BLANKET EASEMENTS BY DOC. NO. 23986636 AND 97217701.
6. SUBJECT PROPERTY IS SUBJECT TO GRANT OF EASEMENT BY DOC. NO. 23650400 - LEGAL DESCRIPTION IS AVAILABLE, THEREFORE, ONLY BE SHOWN.
7. SUBJECT PROPERTY IS SUBJECT TO REDEVELOPMENT AGREEMENT BY DOC. NO. 97277666.
8. REFER TO NEAR NORTH NATIONAL TITLE U.G.
9. IN PARCEL 10, THE DIMENSION (4.92' DEED) MEASURES 1.17'.
10. SUBJECT PROPERTY IS SUBJECT TO WILSON OF OAK PARK ORDINANCE NO. 2007-0-62. FOR PARTICULARS, SEE DOCUMENT.

241 WARRICK LANE  
LAKE IN THE WOODS, IL 60155  
PHONE (647) 263-6566  
FAX (647) 696-8869  
WWW.LLMSURVEY.COM

ORDER NUMBER 12/007  
DATED OCTOBER 29, 2012





Final camera locations will be in substantial conformance with the locations shown on this plan.



Reference	Date	Description
None	12/20/22	New LPR PARCS Layout
	10/17/23	Revised LPR PARCS Layout
	10/25/23	Revised LPR PARCS Layout

Project: **Oak Park Retail Center**  
OAK PARK, ILLINOIS

Scope: **Parking Access & Revenue Control System**

Created for:



**SP+ Standard Parking**  
200 E Randolph Street, Suite 5475  
Chicago, Illinois 60601

Prepared by:



**REVCON TECHNOLOGY GROUP, INC.**  
1364 Hamilton Parkway, Itasca, Illinois 60143 USA  
Phone: 630.916.8770 Fax: 630.916.9704  
Email: revcon@revcon.net



111 East Wacker Drive, Suite 2600  
Chicago, IL 60601-4208  
Tel: 312.527.4000 | Fax: 312.527.4011  
taftlaw.com

**Karl D. Camillucci**  
312.836.4085  
KCamillucci@taftlaw.com

February 14, 2024

**VIA EMAIL**

Craig Failor, AICP, LEED AP  
Village Planner  
Development Services Department  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

**Re: Responses to Village Comment Letter  
Applications for Zoning Ordinance Text Amendment and Special Use  
401-35 N. Harlem Avenue / 1128-65 Westgate Street / 1137-47 Lake Street**

Dear Mr. Failor,

On behalf of our client SDOP Corp. (the "**Applicant**"), below are responses to the comments from the Village Department of Development Services set forth in a letter dated January 31, 2023 and attached hereto as **Exhibit A** (the "**Village Comment Letter**") in connection with the Applicant's applications for: (i) a zoning ordinance text amendment to authorize parking lot (principal) uses in the Downtown District as a special use (the "**Text Amendment**"); and (ii) special use approval for a parking lot (principal) use (the "**Special Use**") for the existing parking lots (the "**Parking Lots**") at the property commonly known as the Shops at Downtown Oak Park, located at 401-435 N. Harlem Avenue, 1128-1165 Westgate Street, and 1137-1147 Lake Street in Oak Park, Illinois (collectively, the "**Property**"). The Applicant seeks the Text Amendment and Special Use for the purpose of installing and using an automated, camera-based parking access control system within the Parking Lots (the "**Parking Control System**").

The following are the Applicant's responses to the comments in the Village Comment Letter:

- 1. Please ensure your notice to neighbors indicates a public notice publication date of February 21st.**

**Applicant Response:** Please see updated Public Notice Letter attached hereto as **Exhibit B**.

- 2. Please provide your legal description and PINs in Word format.**

**Applicant Response:** Please see legal description and PINs attached hereto as **Exhibit C**.

**3. Please provide more detail in how a patron will use the parking system.**

**Applicant Response:** The Parking Control System cameras will log the license plates and entrance/exit times of cars entering the Parking Lots. Parkers entering the Parking Lots will be prompted by signage to download/use the Parking Control System's mobile application (the "App") to create an account and either provide a payment method or scan a parking validation QR code from one of the retail tenants of The Shops. Parkers who are patrons of The Shops will scan a validation code to receive free parking. Parkers who do not visit The Shops and use the App will be prompted upon exiting the Parking Lots to pay a fee relative to their parking time (for example: grace period for 30 minutes; \$2 for 31 minutes to 1 hour; \$4 for 1 to 2 hours). The full current estimated fee schedule is provided on the first page of the Parking System Memorandum attached hereto as **Exhibit D** (the "**Parking System Memorandum**"). The final fee schedule is under review. Parkers who neither visit The Shops nor use the App will be issued a warning for first-time unauthorized parking, a citation fee for further instances, and may be towed for repeat instances. Warnings and citations will be mailed to the address registered with the State for a license plate. Please see the Parking System Memorandum for additional details.

**4. Please confirm if there will be any gates used in the parking lot.**

**Applicant Response:** The Parking Control System will not use any gates.

**5. Please indicate the hours of operation for the parking lot.**

**Applicant Response:** The Parking Control System will operate 24 hours per day, 7 days per week.

**6. If you know the cost relative to non-patrons use, please provide.**

**Applicant Response:** Patrons will park for free. Non-patrons who use the App will pay a fee relative to their parking time (for example: grace period for 30 minutes; \$2 for 31 minutes to 1 hour; \$4 for 1 to 2 hours). The full current estimated fee schedule is provided on the first page of the Parking System Memorandum (Exhibit D). The final fee schedule is under review. Non-patrons who repeatedly use the Parking Lots without using the App will pay a citation fee (amount to-be-determined) and may be towed.

**7. Please indicate if you will modify any of the existing parking lot lighting to accommodate the proposed cameras.**

**Applicant Response:** No, the Applicant will not modify any of the existing parking lot lighting.

**8. Please modify the Use Standard reference in Table 8-1 from 8.3 A to 8.3.A(1)k.**

**Applicant Response:** Please see Revised Text Amendment attached hereto as **Exhibit E**.

**9. We have slightly modified the Zoning Ordinance text language.**

**Applicant Response:** Modified language has been incorporated in the Revised Text Amendment.

---

Failor  
February 14, 2024  
Page 3

Please feel free to contact me at 312-836-4085 or [KCamillucci@taftlaw.com](mailto:KCamillucci@taftlaw.com) if you need any further information or have any questions.

Sincerely,

Taft Stettinius & Hollister LLP

A handwritten signature in blue ink that reads "Karl Camillucci". The signature is written in a cursive style and is placed on a light-colored rectangular background.

Karl D. Camillucci

Enclosures

cc: Cameron Davis – Village of Oak Park  
Michael Bruce – Village of Oak Park  
Victor Pildes - Heitman  
Melanie Varrato - Heitman  
Dia Carney - Heitman  
Stephanie Frazee – MidAmerica Group  
Braeden Lord – Taft Stettinius & Hollister LLP

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**EXHIBIT A**  
**COMMENT LETTER**



January 31, 2024

via Email

Karl Camillucci / Braeden Lord  
**Taft Stettinius & Hollister LLP**  
111 East Wacker Drive, Suite 2600  
Chicago, IL 60601

**RE Special Use and Zoning Ordinance Text Amendment Applications – Village of Oak Park**

Dear Mr. Camillucci and Mr. Lord:

The Village Staff Project Review Team (PRT) reviewed your request for a Special Use application and Zoning Ordinance text amendment application for the Shops of Downtown Oak Park located at 401-435 N. Harlem Avenue, 1128-1165 Westgate Street and 1137-1147 Lake Street on Monday, January 29, 2024. Our specific preliminary comments are as follows:

1. Please ensure your notice to neighbors indicate a public notice publication date of February 21<sup>st</sup> verse February 16<sup>th</sup> as identified in both applications.
2. Please provide your legal description and PINs in Word format for the legal notice staff will prepare for the public hearing.
3. Please provide more detail in how a patron will use the parking system.
4. Please confirm if there will be any gates used in the parking lot.
5. Please indicate the hours of operation for the parking lot.
6. If you know the cost relative to non-patrons use, please provide.
7. Please indicate if you will modify any of the existing parking lot lighting to accommodate the proposed cameras.
8. Please modify the Use Standard reference in Table 8-1 from 8.3 A to 8.3.A(1)k.
9. We have slightly modified the Zoning Ordinance text language below with red text:

**Parking Lot (Principal). An open, hard-surfaced area, other than a street or public way, used for the storage of operable passenger motor vehicles for compensation. Privately-owned parking lots, where allowed, for compensation are considered principal uses.**

Parking Lot (**Accessory**). An open, hard-surfaced area, other than a street or public way, used for the storage of operable passenger motor vehicles, ~~whether for compensation or at no charge.~~ **located on the same lot as the principal use or on a lot not more than 250 feet from the lot served and subordinate to the principal use of land or structure thereon.** ~~With the exception of Village-owned parking lots, all parking lots must be accessory to a principal use.~~

Shops of Downtown – SU&TA

January 31, 2024

Page 2

Please provide staff a response to each of these items to ensure they have been addressed for the final application. You are still on schedule for a March 7, 2024 Plan Commission meeting. If you have any questions regarding this letter or wish to discuss, please feel free to contact me at 708.358.5418 or by e-mail at [cfailor@oak-park.us](mailto:cfailor@oak-park.us).

Respectfully,

**VILLAGE OF OAK PARK**

Development Services Department

*Craig Failor*

Craig Failor, AICP, LEED AP

Village Planner

ec. Project Review Team

**EXHIBIT B**  
**PUBLIC NOTICE LETTER**

# Notice to Adjacent Property Owners of a Public Hearing before the Oak Park Plan Commission

February 15, 2024

Dear Neighboring Property Owner:

Please be informed that SDOP Corp. (the “**Applicant**”) seeks approval of the following approvals to authorize a parking access and revenue control system (“**Parking Control System**”) in the existing parking lots at 401-435 N. Harlem Avenue/1128-1165 Westgate Street/1137-1147 Lake Street, Oak Park, Illinois 60301 (the “**Subject Property**”):

- 1) A text amendment to the Oak Park Zoning Ordinance to allow parking lot (principal) uses in the DT Downtown District subject to special use approval; and
- 2) Special use approval for a parking lot (principal) at the Subject Property to establish the Parking Control System.

***The Applicant is not seeking to purchase or rezone your property.*** The Oak Park Zoning Ordinance requires owners of property within 300 feet of the Subject Property be notified of a public hearing by regular mail. The property owner shall be notified of the date, time, and place of the hearing, a description of the application, the name of the applicant, and the address of the subject property where the development is proposed.

A Hearing Notice will appear in the February 21, 2024 edition of the *Wednesday Journal*. The hearing will take place at 7:00 p.m. on March 7, 2024 and will be located in the **Council Chambers Room 201** (unless otherwise posted) at Village Hall, 123 Madison Street, Oak Park, IL. The hearing is open to the public and comments from the public on the proposal are invited. Those property owners within the 300-foot notice area and those persons with a special interest beyond that of the general public (“**Interested Parties**”) wishing to cross-examine witnesses must complete and file an appearance with the Village Clerk not later than 5:00 PM on the business day preceding the scheduled public hearing. Forms are also available in the Village Clerk’s Office or online at [www.oak-park.us](http://www.oak-park.us).

The Applicant, SDOP Corp., is the owner of the Subject Property and its office is located at 110 North Wacker Drive, Suite 4000, Chicago, Illinois 60606.

If you have any questions or concerns regarding this proposal prior to the public hearing, please contact the Applicant’s representative, Karl Camillucci, at [kcamillucci@taftlaw.com](mailto:kcamillucci@taftlaw.com) or 312/836-4085, or the Department of Development Customer Services at 708/358-5420 or send an e-mail to the village at [planning@oak-park.us](mailto:planning@oak-park.us).

Respectfully,

SDOP, Corp.



## FOR PLAN COMMISSION PUBLIC HEARING

Docket No: PC 24-02 / PC 24-03

Special Use and Zoning Ordinance Text Amendment – The Shops of Downtown Oak Park

### APPEARANCE OF INTERESTED PARTY WITH RIGHT TO CROSS-EXAMINE

I, \_\_\_\_\_, hereby enter my appearance in the above proceedings with the right to cross-examine witnesses pursuant to the Rules of Procedure of the Oak Park Plan Commission.

I am an Interested Party, which is a person with a special interest beyond that of the general public, for the following reason(s): \*

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*\*The reason(s) must be stated and is subject to review and approval by the Plan Commission.  
\*Property owners within the 300-foot notice area are considered to be Interested Parties.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (PRINTED)

\_\_\_\_\_  
Address – Street

\_\_\_\_\_  
Community

**PLEASE NOTE:** This appearance bearing an **ORIGINAL** signature *must be filed* with the Village Clerk not later than 5:00 P.M. on the business day preceding the commencement of the public hearing.

**EXHIBIT C**

**LEGAL DESCRIPTION AND PINS**

**Application for Special Use Approval  
The Shops at Downtown Oak Park  
Applicant: SDOP Corp.**

**Property Index Numbers and Legal Description**

**Street Address:**

401-435 N. Harlem Avenue/1128-1165 Westgate Street/1137-1147 Lake Street  
Oak Park, Illinois 60301

**PINs:**

16-07-124-032; 16-07-124-033; 16-07-124-002; 16-07-124-003; 16-07-124-004; 16-07-125-001;  
16-07-125-002; 16-07-125-003; 16-07-125-004; 16-07-125-027; 16-07-125-028

**Legal Description:**

**PARCEL 1:**

LOTS 1 TO 7 AND PARTS OF LOTS 8, 9 AND 10 (EXCEPT THE NORTH 18.5 FEET OF LOTS 1 AND 10) IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 11 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 10 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE NORTH 71.84 FEET OF LOT 1 AND THE NORTH 71.84 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THAT PART OF PARCEL 4 HERETOFORE DEDICATED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO A POINT 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN A NORTHEASTERLY DIRECTION TO A POINT 20.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND ALONG THE NORTH LINE OF SAID LOT 1; THENCE PROCEED IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

THE EAST 1/2 OF LOT 2 (EXCEPT THE SOUTH 18.5 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

LOT 1 (EXCEPT THE NORTH 71.84 FEET) AND LOT 2 (EXCEPT THE NORTH 71.84 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7:**

LOTS 3, 4 AND WEST 1/2 OF LOT 5 (EXCEPT THE SOUTH 18.5 FEET OF SAID LOTS CONVEYED TO THE VILLAGE OF OAK PARR FOR STREET PURPOSES BY DEED RECORDED AS DOCUMENT 11015875) IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

THAT PART OF WESTGATE STREET, LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED 10.00 FEET NORTH TO A POINT 10.00 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN AN EASTERLY DIRECTION 225.00 FEET TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED NORTH 10.00 FEET TO A POINT, WHICH IS 24.99 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE PROCEED 225.00 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 9:**

THAT PART OF WESTGATE STREET, DESCRIBED AS FOLLOWS:

THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOTS 1 AND 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOT 11 AND WEST 1/2 OF LOT 10 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 10:**

THAT PART OF NORTH BOULEVARD, LYING ADJACENT TO THE PARCELS OF LAND AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED IN A SOUTHERLY DIRECTION 15.00 FEET SOUTH; THENCE PROCEED IN A WESTERLY DIRECTION 160.00 FEET TO A POINT 40 FEET.00 WEST OF THE EAST LINE OF LOT 9 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHWESTERLY DIRECTION TO A POINT 90.00 FEET WEST OF THE EAST LINE OF SAID LOT 9 AND 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED

IN A WESTERLY DIRECTION, 30.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHERLY DIRECTION 25.00 FEET TO A POINT 1.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A WESTERLY DIRECTION 10.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A NORTHERLY DIRECTION 4.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE PROCEED IN A SOUTHEASTERLY DIRECTION 152.73 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A EASTERLY DIRECTION 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS:**

**PARCEL 1:**

BEGINNING AT A POINT ON THE EAST LINE OF HARLEM AVENUE, THAT IS 25.00 FEET SOUTH OF THE SOUTH LINE OF LAKE STREET, SAID POINT IS ALSO 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREE, 11 MINUTE, 51 SECOND WEST ALONG THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.50 FEET TO THE NORTH LINE OF WESTGATE STREET, AS VACATED; THENCE SOUTH 89 DEGREES, 27 MINUTES, 21 SECONDS EAST ALONG THE NORTH LINE OF WESTGATE STREET, A DISTANCE OF 225.00 FEET; THENCE NORTH 00 DEGREES, 11 MINUTES, 53 SECONDS EAST, A DISTANCE OF 205.89 FEET TO THE SOUTH LINE OF LAKE STREET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 07 SECONDS WEST, ALONG THE SOUTH LINE OF LAKE STREET, A DISTANCE OF 2ps.00 FEET; THENCE SOUTH 38 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 32.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF WESTGATE STREET, AS VACATED AND THE EAST LINE OF HARLEM AVENUE, SAID POINT IS ALSO THE NORTH WEST CORNER OF LOT 1 IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF HARLEM AVENUE, SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 203.67 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 10.02 FEET; THENCE SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 74 DEGREES, 04 MINUTES, 07 SECONDS EAST, A DISTANCE OF 51.95 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 160.00 FEET; THENCE NORTH ALONG THE EAST LINE OF LOT 10 IN SAID WHAPLE'S SUBDIVISION, NORTH 00 DEGREE, 11 MINUTES, 40 SECONDS EAST, A DISTANCE OF 228.27 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21 SECONDS WEST, A DISTANCE OF 24.99 FEET; THENCE NORTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21 SECONDS WEST, A DISTANCE OF 225.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT D**

**PARKING SYSTEM MEMO**

# Shops of Downtown Oak Park

## Parking Control System Details

- Current Estimated Parking Times and Rates:
  - 30-minute grace period
  - 31 minutes - 1hr: \$2
  - 1hr - 2hr: \$4
  - 2hr - 3hr: \$6
  - 3hr - 4hr: \$8
  - 4hr - 6hr: \$12
  - 6hr - 11hr: \$17
  - 11hr - 24hr: \$24
  - Customers of The Shops of Downtown Oak Park will have validation offered at tenant registers.
  - Employees of The Shops will be “whitelisted” for free parking.
  - Customers/users may be charged a transaction fee currently estimated at \$0.99 per parking session.
  
- Enforcement:
  - Vehicle owners who drive off site without paying will be eligible to receive a citation via mail.
  - Address is based on the license plate registration.
  - Citation fee amount is to-be-determined.
  - No citations will be offered during early stages of system.
  - Warning notices can be offered for those first-time unauthorized parkers.
  - Vehicle owners will receive a text immediately if they leave the lot and don't pay their parking fine.
  - If citation is not paid and vehicle owner returns and parks at the site, towing company can be contacted to tow.
  
- Informing Oak Park Residents/Customers:
  - Tenants will be provided signage to have installed at their registers advising customers of the new parking system and commencement date.
  - Surrounding businesses will be advised of this change as well.
  - Language can be provided to the Village to have sent to all Downtown Oak Park Members as well as updating Public Parking Information on the Village website.
  - SP Plus manager to be on-site for first week of installation to ensure all is operating smoothly.
  - Standard Parking customer service number available on the app for any questions that arise after the fact.



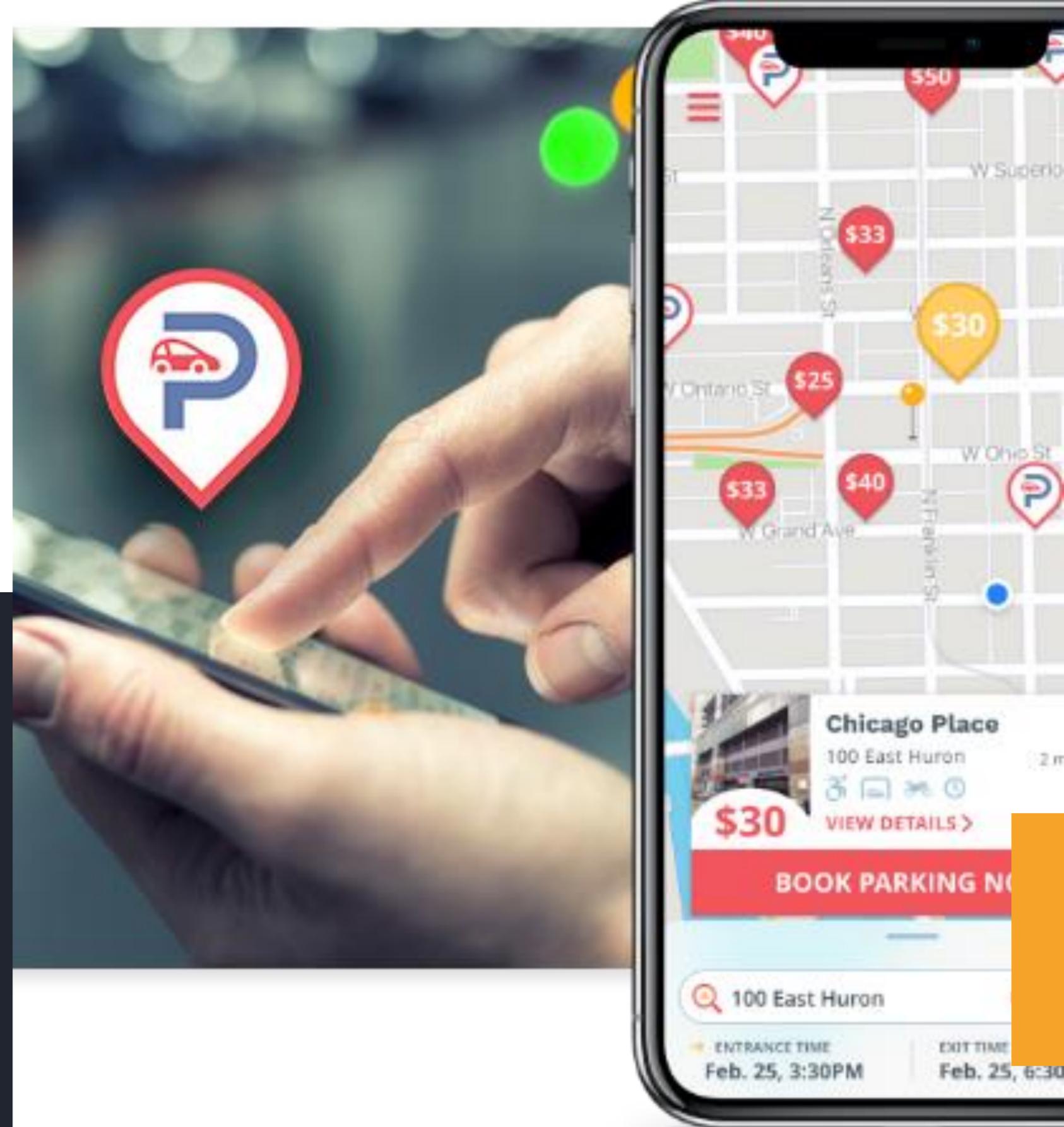
# Oak Park Retail

P a r k i n g   P r o g r a m



# INDUSTRY TRENDS

Frictionless  
Digital Ecosystem  
Convenience  
Quick

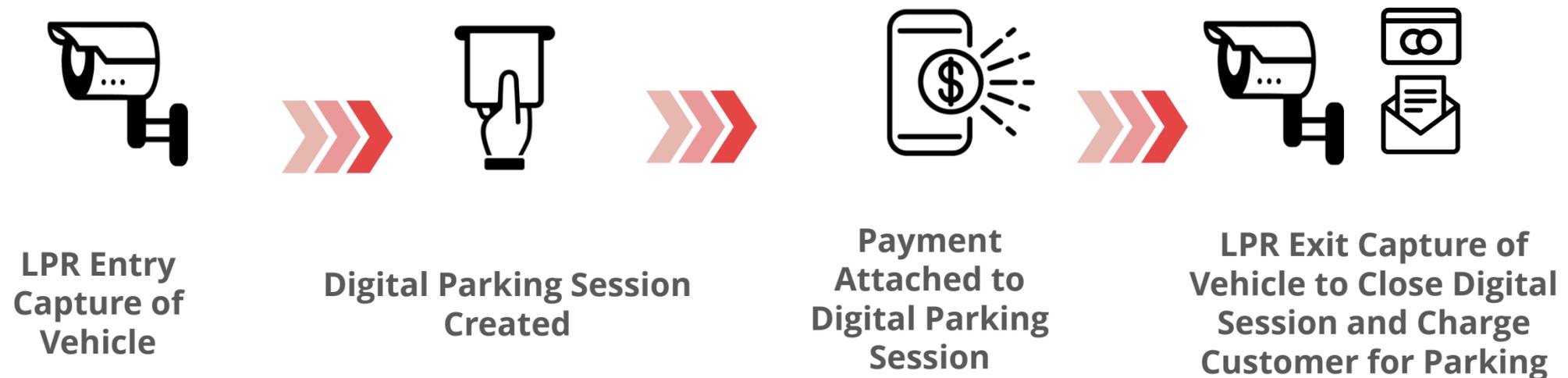


# Fixed LPR Commerce Solution

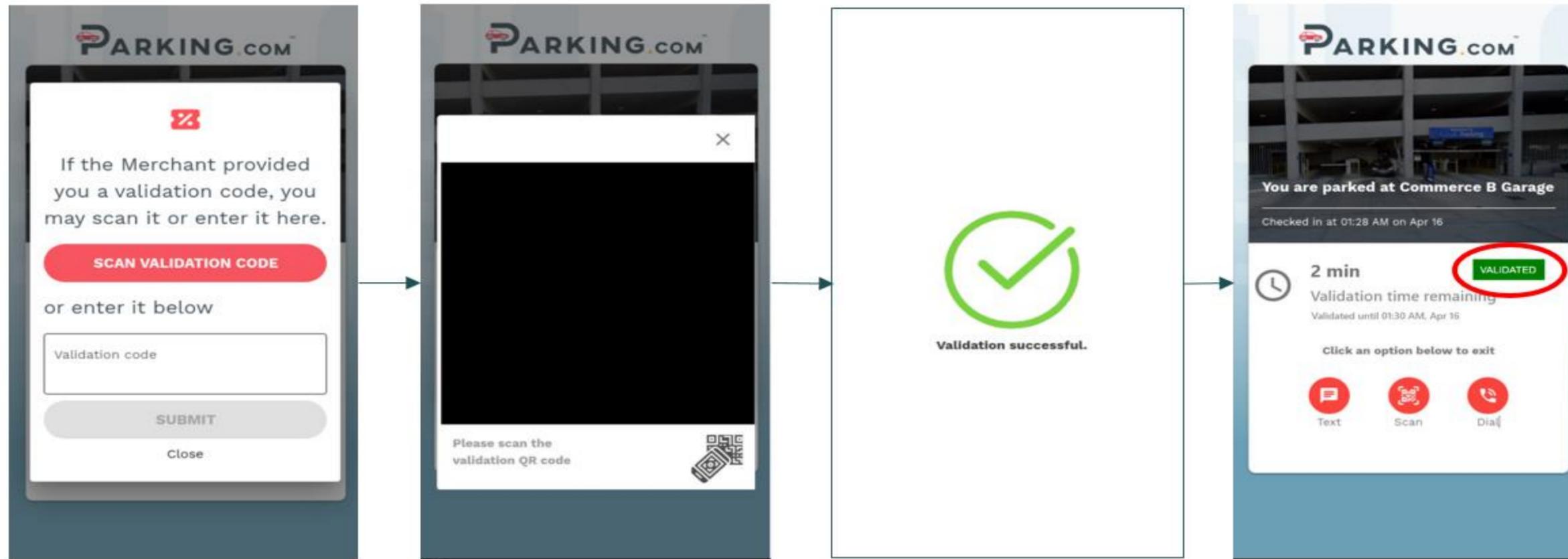
## Transaction Model (Gated or Ungated):

- 1) LPR creates active parking session and closes session
- 2) Responsive web link to provide payment details or validations
- 3) Integration to Parking.com (valid plates for reservations and monthly parkers)
- 4) Client portal to add, delete or manage validations or reservations (self validation via QR will be available at retailers)

## Gateless System Flow



# Validations



Step 1  
Tap on 'Scan  
Validation Code'

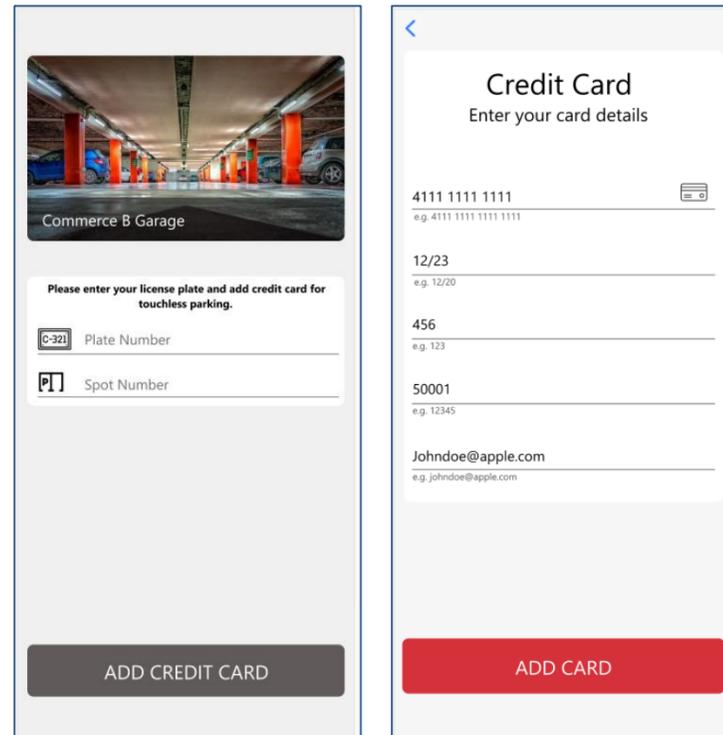
Step 2  
Scan the Code displayed  
by the Merchant

Step 3  
Notice the 'Validated' tag on Check-out page.  
Exit before Validation time lapses to avoid charges

# Fixed LPR Enforcement Solution



Signage



Commerce B Garage

Please enter your license plate and add credit card for touchless parking.

Plate Number  
Spot Number

Credit Card  
Enter your card details

4111 1111 1111  
e.g. 4111 1111 1111 1111

12/23  
e.g. 12/20

456  
e.g. 123

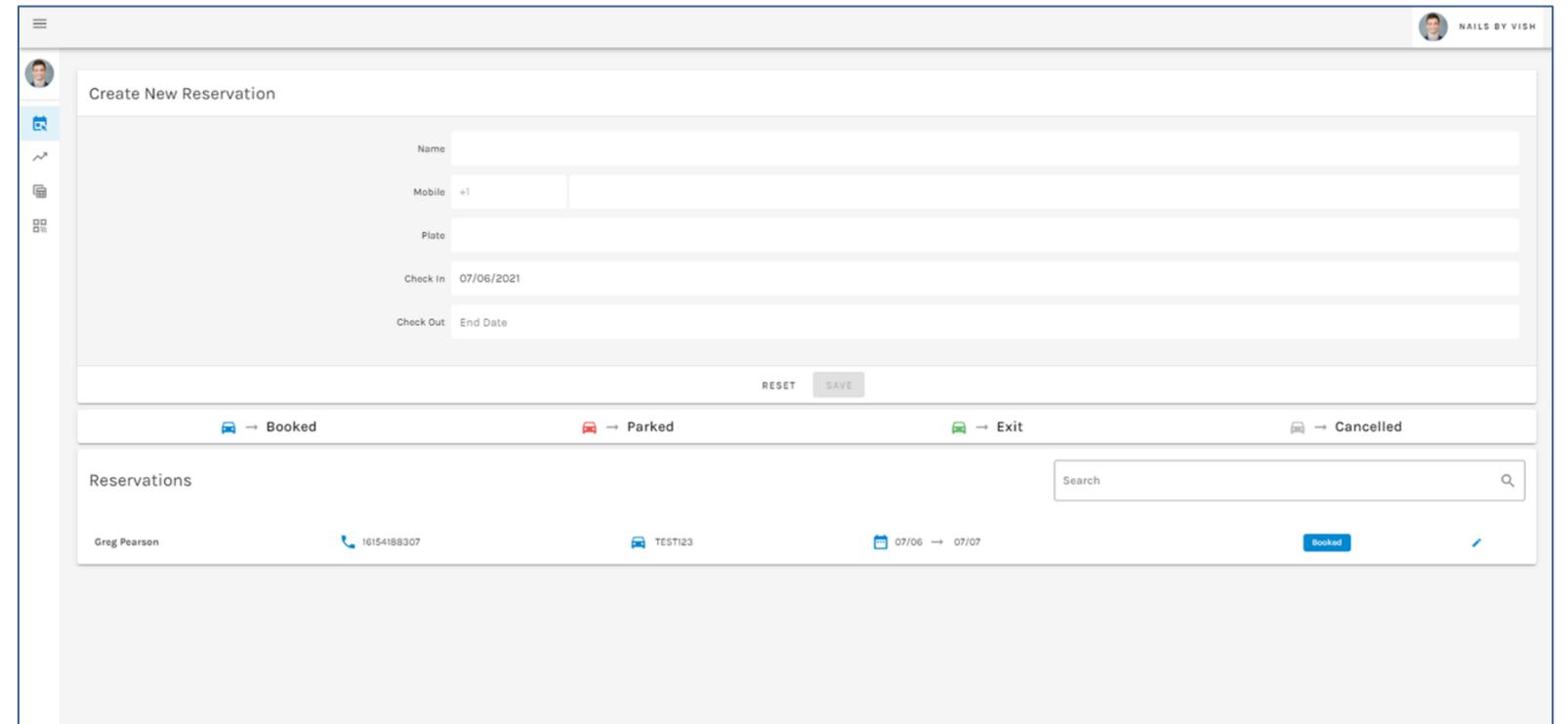
50001  
e.g. 12345

Johndoe@apple.com  
e.g. johndoe@apple.com

ADD CREDIT CARD

ADD CARD

Responsive Web



CREATE NEW RESERVATION

Name

Mobile +1

Plate

Check In 07/06/2021

Check Out End Date

RESET SAVE

Booked Parked Exit Cancelled

Reservations

Greg Pearson 16154188307 TEST123 07/06 → 07/07 Booked

Spotman Reservation Portal



**Logic** in matching plate reads to paid plates and violation issuing



**Process** for issuing a violation to a customer can be automated or via manual citation for locations using the unification feature

# Fixed LPR



## Fixed License Plate Recognition

Exit Enforcement Dashboard

Location: 64578 (9 East 33rd Street)

Select range: 02-27-2022 - 02-28-2022

**OVERVIEW**

198 (2) ALL (NOT PROCESSED)	52 PENDING REVIEW	0 SENT FOR VIOLATION	17 EXCEPTIONS	12 GRACE PERIOD	115 PAID
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**Multiple Offenders**

PLATE	VIOLATION COUNT
TMK800	6
F5ONU2	5
6DW3412	5
BHA0321	2
BEF0578	2
AM29768	2

**Comments Overview**

COMMENTS	COUNT
PAID-MONTHLY	107
NOT PAID	52
NO COMMENTS	19
GRACE PERIOD	12
PAID-CICO	7
PAID-RESERVATION	1

Report Preview

Vehicle No	TMK800	Entry Date	2022-02-28 18:52:15	Plate Image 
Make	LEXUS	Exit Date	2022-02-28 20:32:36	
Model	IS 250	Violation	NOT PAID	
Color	BLACK	Parking / Violation / Admin Fee	\$6 / \$25 / \$10	
State	SC	Total amount	\$41	

SP+ Loc # 64578- Entry Mon Feb 28 18:52:14 2022

Entry Image

SP+ Loc # 64578- Exit Mon Feb 28 20:32:36 2022T

Exit Image

Select entry image

Select exit image

[ISSUE VIOLATION](#) [CLOSE](#)

# omniQ<sup>®</sup> Gateless LPR sphere TECHNOLOGY BY

Sphere-enabled license plate recognition (LPR) is superior to traditional parking approaches. Sphere LPR cameras enable license plates to be the ticket ensuring an easy and efficient On-Demand customer parking experience.

## CLEAR. ACCURATE. RELIABLE.

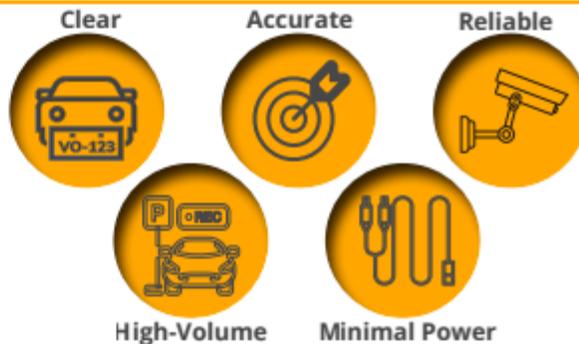
The Sphere License Plate Recognition (LPR) system integrates seamlessly into gateless facilities to enforce digital payments and create a fast and frictionless parking experience.

Our LPR-enabled parking solution is flexible for indoor & outdoor, On-Demand gateless operations, and is scalable from small to high-volume facilities.

You can be confident knowing your license plate captures are clear, accurate, and reliable. Sphere-mounted LPR system features high-quality omniQ cameras to read plates up to 75ft away and compare license plate reads against a centralized database of authorized vehicles for fast and automatic entry and exit.

## ADVANTAGES

- + 95%+ Read Rate of Readable plates
- + Flexible Capture Reach 7ft - 75ft
- + No Additional Power Cabling
- + Powered by Ethernet Cable
- + Solid, Durable Construction
- + Supports Digital Ticket or On-Demand
- + Front and/or Rear Plate Capture
- + Reliable in most any weather
- + Pole Mount or Ceiling Mount
- + High-Volume Ready





### OmniQ QN20 & QN30 SPECIFICATIONS

Model: QN20 & QN30 (Mounted)
Mount: Pole, Ceiling, Bollard
Distance from Plate: 13FT - 75 FT
Infrared: On Board
Location Style: Best Option for Most
Housing Dimensions: 5" w x 12" d x 5" h
Color: White
 Power: PoE+
Lighting: No Added Lighting Required

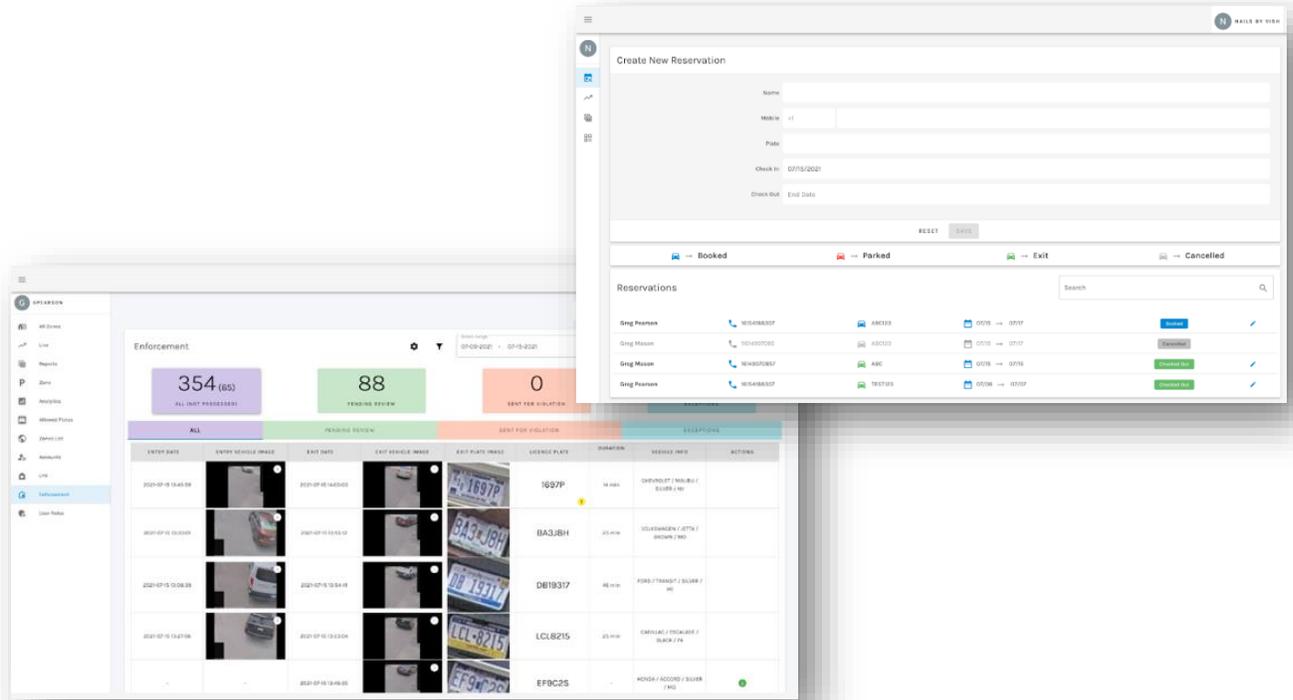


[inform.spplus.com](http://inform.spplus.com)

## Sphere Back Office

Below are screenshots of the backend systems of the Sphere system.

### Sphere Back Office

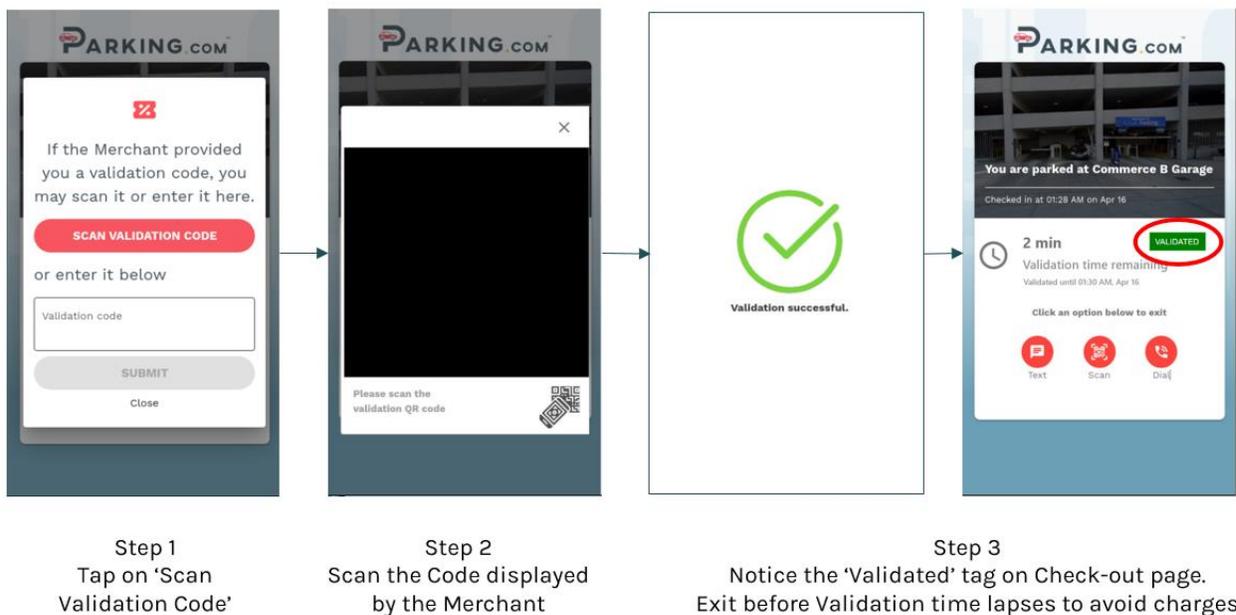


## Validation Process

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Customers will use the Web App that allows the parker to electronically start their session, pay for their parking, get their parking validated, view their digital receipt etc.

Guests of retailers will be able to scan a validation QR code provided to the retailers at their stores. As long as a customer's duration of stay is within the time period allowed no fee will be due.



# SOUTH LOT

- (3) Signs installed in a triangular shape on each light pole
- Total of (3) light poles and (9) signs

- (3) Parking signs posted on retail building

- Total of 12 Parking Signs
- Recommend 32 x 32 size signs





# NORTH LOT

- (3) Signs installed in a triangular shape on each light pole
- Total of (2) light poles and (6) signs

(3) Parking signs posted on retail building

**EXHIBIT E**  
**REVISED TEXT AMENDMENT**

**Application for Zoning Ordinance Text Amendment  
Applicant: SDOP Corp.**

**Proposed Text Amendment  
(Revised 2-14-24)**

Article and Section references are to the *Village of Oak Park Zoning Ordinance*.  
Proposed amendatory language is in **red**.

**Article 2 – DEFINITIONS AND RULES OF MEASUREMENT  
Section 2.3 DEFINITIONS**

...

**Parking Lot (Principal).** Privately-owned open, hard-surfaced area, other than a street or public way, used for the storage of operable passenger motor vehicles for compensation. Village owned parking lots are exempt from regulations under this Zoning Ordinance.

**Parking Lot (Accessory).** An open, hard-surfaced area, other than a street or public way, used for the storage of operable passenger motor vehicles as an accessory use, located where permitted in Section 10.2 ,whether for compensation or at no charge. Village owned parking lots are exempt from regulations under this Zoning Ordinance. With the exception of Village-owned parking lots, all parking lots must be accessory to a principal use.

**Article 8 – Uses  
Section 8.3 Use Restrictions**

Certain use restrictions apply to the following districts and/or geographic areas.

**A. DT District**

The use restrictions of this section apply to the DT-1 and DT-2 Sub-Districts.

1. Only uses that are listed as permitted or special within the “retail” category of Table 8-1 for the DT District are allowed within the first 50 feet of the street lot line at grade level or on the ground floor of any building, with the following exceptions:
  - a. Personal service establishment is allowed at grade level or on the ground floor within the first 50 feet of the street lot line.
  - ...
  - k. Parking lot (principal) is allowed at grade level within the first 50 feet of any street lot line, except the street lot lines of Lake Street and Oak Park Avenue.**

**Article 8 – Uses  
Table 8-1: Use Matrix**

Table 8-1: Use Matrix																		
Use	R-1	...	R-3 - 50 & -35	R-4	R-5	R-6	R-7	DT	HS	GC	MS	NA	NC	RR	OS	I	H	Use Standard
...																		
Transportation																		
...																		
<u>Parking Lot (Principal)</u>								<u>S</u>										<u>§8.3.A(1)k</u>