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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/10/2009 11:51 AM Pg: 1 of 9

BOX 337

ORDINANCE NO. 09-2

AN ORDINANCE GRANTING A SPECIAL PERMIT
TO ALLOW A GROUND SIGN IN EXCESS OF EIGHT FEET IN HEIGHT AT 5 REVERE DRIVE

(5 REVERE DRIVE)
(PLAN COMMISSION DOCKET NO. 08-32)

Passed by the Board of Trustees, January 13, 2009

Printed and Published, January 14, 2009

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

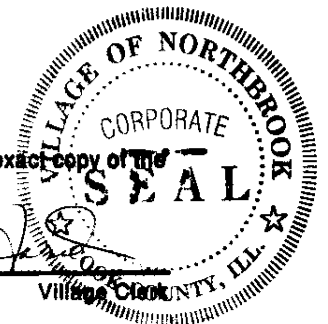
I hereby certify that this document
was properly published on the date
stated above.

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and exact copy of the
original

2-20-09
Date

Debra J. Ford
Village Clerk



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ORDINANCE NO. 09-2

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

AN ORDINANCE GRANTING A SPECIAL PERMIT TO ALLOW A GROUND SIGN IN EXCESS OF 8 FEET IN HEIGHT AT 5 REVERE DRIVE

(5 REVERE DRIVE)
(PLAN COMMISSION DOCKET NO. 08-32)

shall be and is hereby adopted as follows:

Section 1. BACKGROUND.

On January 13, 2009, the Board of Trustees approved Ordinance No. 09-01, amending the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow ground signs in excess of eight feet, but not to exceed 20 feet, in height as a special permit use in the I-1 Restricted Industrial District. ONB LLC, a Delaware limited liability company, is the owner ("**Owner**") of property located at 5 Revere Drive in the Village of Northbrook ("**Property**"). Jones Lang LaSalle Americas (Illinois) L.P., an Illinois limited partnership ("**Applicant**"), has submitted an application on behalf of the Owner for a special permit to allow a ground sign on the Property in excess of the eight foot height limit set forth in Subparagraph 9-106 LS(c) of Zoning Code ("**Requested Relief**").

The President and Board of Trustees hereby find that it is in the best interest of the Village and the public to grant the Requested Relief in accordance with the Zoning Code and pursuant to the Village's home rule powers.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 5 Revere Drive and is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located within the I-1 Restricted Industrial District.

Section 3. PUBLIC HEARING.

Pursuant to public notice published in the *Northbrook Star* on November 13, 2008, a public hearing was held by the Plan Commission on December 2, 2008 to consider the Applicant's request for the Requested Relief. The Plan Commission recommended that the President and Board of Trustees grant the Requested Relief on December 16, 2008 (Resolution No. 08-PC-24).

Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit to allow a ground sign of a height of 19 feet, which exceeds the permitted district height of eight feet, (Northbrook SIC No. 9966.00) on the Property shall be, and is hereby, granted to the Property in accordance with and pursuant to Section 11-602 of the Northbrook Zoning Code (1988), as amended and the home rule powers of the Village of Northbrook.

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Section 5. CONDITIONS ON SPECIAL PERMIT.

The special permit granted in Section 4 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon each of the following terms, conditions, and restrictions:

A. Compliance with Plans. The ground sign shall be in general compliance with the following documents and plans, except for minor changes and site work approved by the Director of Building and Development and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

- i. Proposed Signage Plan, prepared by Cardosi Kiper Design Group Inc., consisting of one sheet entitled "One Northbrook Place Exterior Signage" with a latest revision date of October 27, 2008, attached as *Exhibit B* and, by this reference, made a part of this Ordinance.
- ii. Proposed Landscape Plan, prepared by BCLS, consisting of one sheet entitled "One Northbrook Place" with a date of December 9, 2008, attached as *Exhibit C* and, by this reference, made a part of this Ordinance.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant or its successor to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not revoke the approval of the special permit unless it shall first provide the Applicant or its successor with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the I-7 Restricted Industrial District, as the same may, from time to time, be amended. Further, in the event of such revocation of the approval of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant or its successor required by this Section is given.

Section 7. AMENDMENT TO THE SPECIAL PERMIT.

Any amendment to the special permit granted in Section 4 of this Ordinance that may be requested by the Applicant or the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

Section 8. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;

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- iii. the filing by the Applicant and the Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Owner's consent to the terms of the Ordinance and its recordation. Said unconditional agreement and consent shall be in the form of *Exhibit D* attached to and, by this reference, made a part of this Ordinance;
- iv. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant and Owner do not file with the Village Clerk (i) a fully executed copy of the unconditional agreement and consent referenced in Section 8.A.iii of this Ordinance, within 90 days after the date of passage of this Ordinance by the corporate authorities, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED: This 13th day of January, 2009.

AYES: (5) Trustees Frum, Karagianis, Buehler, Scolaro, and Kole

NAYS: (0)

ABSENT: (1) Trustee Heller

ABSTAIN: (0)

/s/ Eugene Marks
Village President

ATTEST:

/s/ Debra J. Ford
Village Clerk

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EXHIBIT A

Legal Description of the Property

LOT 8 (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JULY 14, 1994 AS DOCUMENT 94615160 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST ALONG THE NORTH LINE THEREOF, 528.03 FEET TO A WEST LINE OF SAID LOT 8; THENCE SOUTH ALONG SAID WEST LINE 12 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 8, 15 FEET; THENCE SOUTH 44 DEGREES, 35 MINUTES, 43 SECONDS WEST TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 19 FEET OF SAID LOT 8; THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH A LINE 70 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 70 FEET OF SAID LOT 8, THENCE EAST ALONG SAID SOUTH LINE TO THE EASTERLY LINE OF SAID LOT 8; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO THE PLACE OF BEGINNING) IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5 Revere Drive, Northbrook, IL 60062

P.I.N. 04-02-101-021-0000

COOK County Clerk's Office

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EXHIBIT B Proposed Sign Plan

One Northbrook Place Exterior Signage

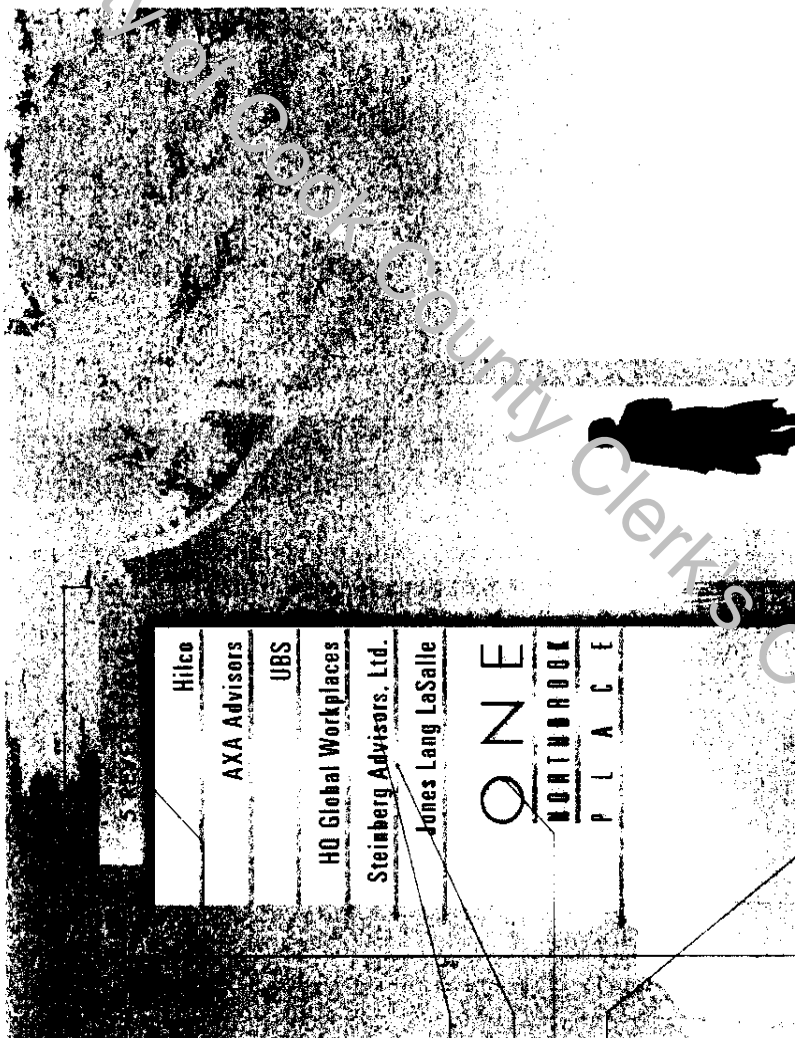
The Owner shall be notified in writing by the Contractor of any discrepancies in the Drawings, in field dimensions or conditions and / or changes required in construction details.

The Drawings show design intent and are not intended to cover every detail of materials, parts, or methods of mounting or installation. The Contractor shall furnish all required mounting materials, parts, construction, mounting, and installation necessary to complete the entire work, whether or not said details are shown or specified, at no additional cost to the Owner.

All fasteners and attachments are to be concealed. Final typefaces and layouts to be provided and approved by designer.

1902-01
Identification Scheme
10.27.08
Page 3

Property of Cook County Clerk's Office



PRIMARY SITE SIGN
Scale: 3/8" = 1'-0"

Jones Lang LaSalle, America
5 Bowers Drive
Northbrook, Illinois 60062

JONES LANG
LASALLE

P: 773.523.9300
F: 773.535.0405
www.jll.com

Castro Kier Design Group
245 South Western Avenue
Chicago, Illinois 60606

Notwithstanding to whom these drawings are issued, the Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed signage.

Consult Engineer

These drawings are prepared by the Designer and are intended to show design intent only. The Contractor shall be responsible for providing all necessary materials, parts, and methods of mounting or installation.

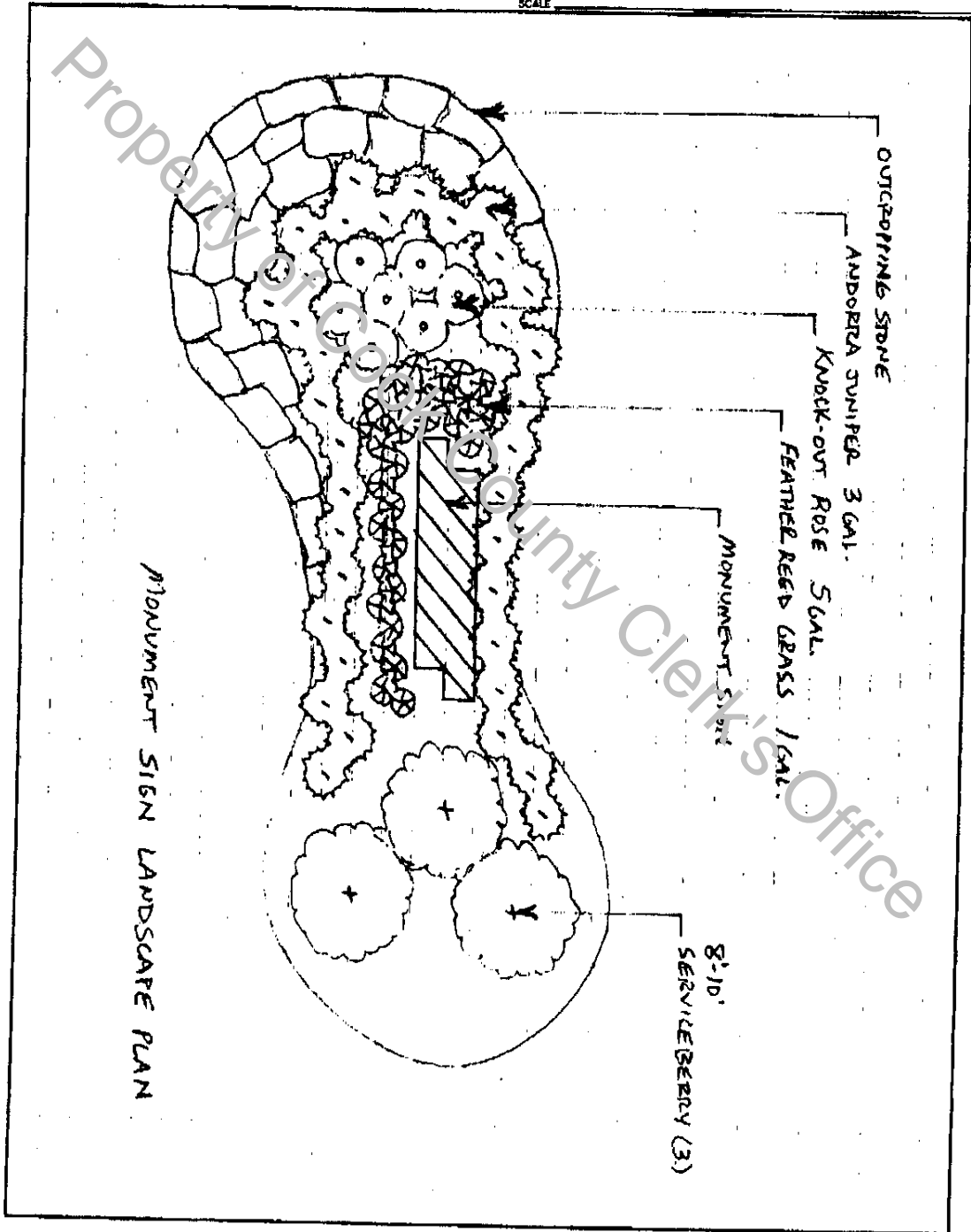
These drawings are prepared by the Designer and are intended to show design intent only. The Contractor shall be responsible for providing all necessary materials, parts, and methods of mounting or installation.

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EXHIBIT C Proposed Landscape Plan

BCLS Landscape • Brick Paving
Contractor's
5601 N. Elston • Chicago, Illinois 60646
(773) 775-5999 Fax (773) 775-1999

JOB ONE NORTHBROOK PLACE
 SHEET NO. _____ OF _____
 CALCULATED BY _____ DATE 12/9/08
 CHECKED BY _____ DATE _____
 SCALE _____



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EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Northbrook, Illinois ("*Village*");

WHEREAS, ONB LLC, a Delaware limited liability company, is the owner ("*Owner*") of property located at 5 Revere Drive in the Village of Northbrook ("*Property*"); and

WHEREAS, Jones Lang LaSalle Americas (Illinois) L.P., an Illinois limited partnership ("*Applicant*"), has submitted an application on behalf of the Owner for a special permit to allow a ground sign in excess of the eight foot height limit set forth in Subparagraph 9-106 L5(c) of the Northbrook Zoning Code (1988), as amended ("*Zoning Code*"); and

WHEREAS, Ordinance No. 09-02, adopted by the President and Board of Trustees of the Village of Northbrook on January 13, 2009 ("*Ordinance*"), grants approval of such special permit, subject to certain conditions, for the benefit of the Property; and

WHEREAS, the Applicant and the Owner desire to evidence to the Village their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance and the Owner desires to evidence its consent to recording the Ordinance against the Property;

NOW THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner shall and do hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 09-02, adopted by the Village Board of Trustees on January 13, 2009.
2. The Applicant and the Owner acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.
3. The Applicant acknowledges that the public notices and hearing have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by Section 6 of the Ordinance is given.
4. The Applicant and the Owner agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the

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performance by the Applicant and the Owner of their obligations under this Unconditional Consent and Agreement.

5. The Applicant and the Owner shall, and do hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

**JONES LANG LASALLE AMERICAS
(ILLINOIS) L.P.**, an Illinois limited partnership, as Agent for ONB LLC

By: *Barbara A. Liebers*
Barbara A. Liebers

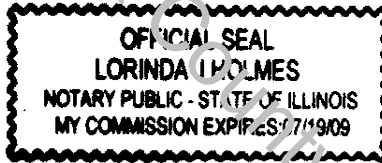
Its: Senior Vice President

SUBSCRIBED and SWORN to

before me this 13th day of

February, 2009.

Lorinda J. Holmes
Notary Public



ONB LLC, a Delaware limited liability company

By: *Marvin J. Herb*
Marvin J. Herb

Its: Manager

SUBSCRIBED and SWORN to

before me this 11th day of

February, 2009.

J. E. Rothschild
Notary Public

