

# UNOFFICIAL COPY



Doc#: 1532229014 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/18/2015 11:46 AM Pg: 1 of 9

## Ordinance 2015-32

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 FOR AN AUTOMOTIVE REPAIR SHOP WITH OUTDOOR STORAGE OF VEHICLES IN THE ICS INDUSTRIAL AND COMMERCIAL SERVICES DISTRICT (1827 JANKE DRIVE – ABRA AUTO BODY & GLASS) (PLAN COMMISSION DOCKET NO. 15-09)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

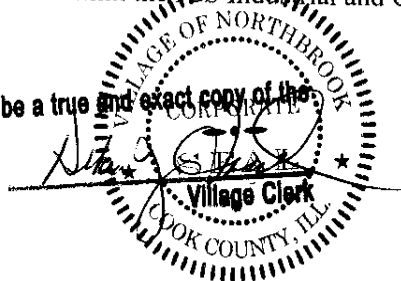
ABRA, Inc. d/b/a ABRA Auto Body & Glass ("*Applicant*") is a prospective lessee of the property commonly known as 1827 Janke Drive, ("*Property*") and has filed an application for special permit to operate an Automotive Repair Shop with Outdoor Storage of Vehicles (Northbrook SIC Code No. 7530.00) on the Property. Janke Drive Properties, LLC is the owner ("*Owner*") of the Property and has consented to the Applicant's request.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 1827 Janke Drive, which is legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance. Pursuant to Ordinance 2015-32, the Property is located within the ICS Industrial and Commercial Services District.

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

11-9-15  
Date



RECORDING FEE 58<sup>00</sup>  
DATE 11/18/2015 COPIES 6x  
OK BY [Signature]

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## Section 3. PUBLIC MEETINGS & HEARINGS.

A public hearing to consider the Applicant's request for a special permit was duly advertised on April 2, 2015 in the *Northbrook Star* and was held at the Plan Commission's regular meeting on April 21, 2015 and continued to May 5, 2015. On May 5, 2015, the Plan Commission formally adopted Resolution No. 15-PC-06 recommending approval of the Applicant's requested relief.

## 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 the operation of an Auto Repair Shop with Outdoor Storage of Vehicles (Northbrook SIC Code No. 7530.00) ("**Facility**") on the Property is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

## Section 5. SPECIAL PERMIT CONDITIONS.

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

- A. Term. The term of the special permit will terminate on October 31, 2024; provided, however that if the Applicant's lease for the Property terminates prior to that time, the special permit will also automatically terminate.
- B. Hours of Operation. The Facility will be limited to the following hours of operation:  
 Monday thru Friday 6:00 AM to 6:00 PM and  
 Saturday 7:00 AM to 5:00 PM.
- C. Scope of Operations. The Applicant may maintain and operate no more than 3,750 square feet of office space on the Property, may have no more than 25 employees on the site at one time, and may operate no more than six service bays within the Facility;
- D. Outdoor Storage of Vehicles. Vehicles waiting to be serviced at the Facility may not be stored outdoors on the Property for more than four consecutive business days;
- E. Accessible Parking Stalls. The Applicant must install and maintain three accessible parking stalls on the Property, no less than one of which must be located in the parking lot on the north side of the Property as depicted in the Site Plan, prepared by CEI Engineering Associates, Inc., consisting of 1 page, dated May 4, 2015 in **Exhibit B** attached to and, by this reference, made a part of this Ordinance; and
- F. Landscape Screening. The Applicant must install and maintain additional coniferous screening landscaping of a height of no less than four feet along the western side of the south parking lot and along the easterly edge of that portion of the south parking lot that is located north of the Carlson Drive access driveway into the south parking lot, and the Applicant must fill-in and maintain plantings along the south property lines to provide continuous screening of the south parking lot on the Property as depicted in the Site Plan, prepared by CEI Engineering Associates, Inc., consisting of 1 page, dated May 4, 2015 in **Exhibit B** attached to and, by this reference, made a part of this Ordinance.

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## Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant 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 so revoke the special permit unless it shall first provide the Applicant and the Owner 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 ICS Industrial and Commercial Services District, as the same may, from time to time, be amended. Further, in the event of such revocation 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 SPECIAL PERMIT.

Any amendment to the special permit granted by this Ordinance that may be requested by the Applicant 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 Code.

## Section 8. BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the sole benefit of, and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity unless and until (a) such person or entity ("Transferee") executes and files with the Village Clerk an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance in a form acceptable to the Village Manager and (b) the Board of Trustees has approved such transfer by resolution duly adopted.

## Section 9. 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;
  - 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. Said unconditional agreement and consent shall be in the form of *Exhibit C*, attached to and made a part of this Ordinance by this reference; and
  - iv. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicant shall bear the full cost of such recordation.

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B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 9.A.iii of this Ordinance within 90 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 5/12/2015

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Todd Heller, Trustee  
**SECONDER:** Bob Israel, Trustee  
**AYES:** Buehler, Scolaro, Heller, Ciesla, Israel, Frum  
**ABSENT:** James Karagianis

ATTEST:

/s/ Debra J. Ford  
Village Clerk

/s/ Sandra E. Frum  
Village President

Property of Cook County Clerk's Office

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## EXHIBIT A

### **Legal Description of Property**

LOTS 11 AND 12 IN GLENBROOK INDUSTRIAL PARK UNIT NO. 1 BEING A SUBDIVISION OF THE NORTH 600.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE 100.00 FEET WESTERLY OF THE CENTERLINE OF THE MOST WESTERLY TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

Commonly known as 1827 Janke Drive, Northbrook, Illinois.

P.I.N.: 04-15-302-006-0000 AND 04-15-302-007-0000

Property of Cook County Clerk's Office

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## EXHIBIT C

### Unconditional Agreement and Consent of Applicant and Owner

TO: The Village of Northbrook, Illinois ("**Village**");  
 WHEREAS, ~~ABRA, Inc.~~ <sup>ABRA AUTO BODY & GLASS LP</sup> d/b/a ABRA Auto Body & Glass ("**Applicant**") is a prospective lessee of the property commonly known as 1827 Janke Drive, ("**Property**"); and

WHEREAS, Janke Drive Properties, LLC is the owner ("**Owner**") of the Property and;

and  
 WHEREAS, the Applicant plans to operate an Automotive Repair Shop with Outdoor Storage of Vehicles (Northbrook SIC Code No. 7530.00) on the Property; and

WHEREAS, the Property is located within the ICS Industrial and Commercial Services District, in which Automotive Repair Shop with Outdoor Storage of Vehicles are allowed only as a special permit use; and

WHEREAS, the Applicant has applied for a special permit to allow the operation of a Automotive Repair Shop with Outdoor Storage of Vehicles on the Property and the Owner has consented to the application; and

WHEREAS, Ordinance No. 15-32, adopted by the President and Board of Trustees of the Village of Northbrook on May 12, 2015 ("**Ordinance**"), grants approval of such special permit, subject to certain conditions, for the benefit of Applicant; and

WHEREAS, Applicant desires to evidence to the Village its 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, Applicant and the Owner do hereby agree and covenant as follows:

1. Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 15-32, adopted by the Village Board of Trustees on May 12, 2015.
2. Applicant acknowledges and agrees 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 Applicant against damage or injury of any kind and at any time.
3. Applicant acknowledges that the public notices and hearings 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 Applicant required by Section 6 of the Ordinance is given.

EXHIBIT C

Page 1 of 2

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4. Applicant agrees to and does 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 performance by Applicant of their obligations under this Unconditional Consent and Agreement.

5. Applicant shall, and does 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. 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.

ATTEST:

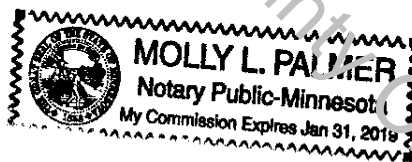
ABRA AUTO BODY & GLASS LP

~~ABRA, INC.~~, a Minnesota corporation d/b/a  
ABRA Auto Body & Glass

By: [Signature]  
Its: Secretary

By: [Signature]  
Its: President, CEO

SUBSCRIBED and SWORN to  
before me this 3rd day of  
November, 2015.



[Signature]  
Notary Public

ATTEST:

JANKE DRIVE PROPERTIES, LLC an  
Illinois limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SUBSCRIBED and SWORN to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

4. Applicant agrees to and does 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 performance by Applicant of their obligations under this Unconditional Consent and Agreement.
5. Applicant shall, and does 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. 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.

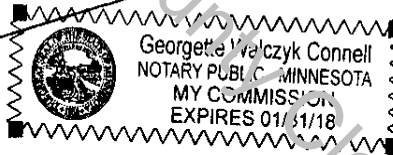
ATTEST:

~~By: Heath Johns  
Its: Executive Assistant~~

~~ABRA, INC., a Minnesota corporation d/b/a  
ABRA Auto Body & Glass~~

~~By: DA Ran  
Its: President, CEO~~

~~SUBSCRIBED and SWORN to  
before me this 24 day of  
September, 2015.~~



~~Georgette Walczyk Connell  
Notary Public~~

ATTEST:

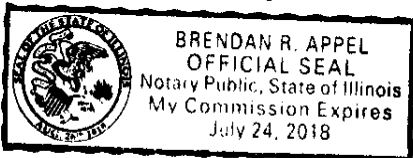
~~By: [Signature]  
Its: WITNESS / ATTORNEY~~

JANKE DRIVE PROPERTIES, LLC an  
Illinois limited liability company

By: [Signature]  
Its: Daniel

SUBSCRIBED and SWORN to  
before me this 22nd day of  
September, 2015.

[Signature]  
Notary Public





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## Ordinance 2015-32

**AN ORDINANCE GRANTING A SPECIAL PERMIT FOR AN  
AUTOMOTIVE REPAIR SHOP WITH OUTDOOR STORAGE OF  
VEHICLES IN THE ICS INDUSTRIAL AND COMMERCIAL  
SERVICES DISTRICT (1827 JANKE DRIVE – ABRA AUTO  
BODY & GLASS) (PLAN COMMISSION DOCKET NO. 15-09)**

Passed by the Board of Trustees, 5/12/2015  
Printed and Published 5/13/2015

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

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# OVERSIZE EXHIBIT

Property of Cook County Clerk's Office

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Karen A. Yarbrough  
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**FORWARD ORIGINAL  
DOCUMENT TO PLAT  
COUNTER IMMEDIATELY  
AFTER RECORDING FOR  
SCANNING**

*1 Double  
9 pages  
58.00*