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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/03/2016 12:35 PM Pg: 1 of 12

Ordinance 2016-47

An Ordinance Granting a Special Permit Authorizing a Wall Sign in Excess of the District Height Limit of 20 Feet in the O-4 Boulevard Office District (500 Skokie Blvd Suite 444 – KemperSports) (Docket No. PCD-16-06

Passed by the Board of Trustees, 6/28/2016
Printed and Published 6/29/2016

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

RECORDED FEB 60
DATE 8-31-16 COPIES 8376
BY BM

Box 337

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Ordinance 2016-47

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 Authorizing a Wall Sign in Excess of the District Height Limit of 20 Feet in the O-4 Boulevard Office District (500 Skokie Blvd Suite 444 – KemperSports) (Docket No. PCD-16-06

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

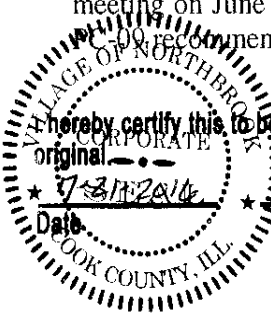
Kemper Sports Management, Inc. ("**Applicant**") is the lessee of a portion of the property commonly known as Suite 444 in the office building located at 500 Skokie Boulevard ("**Property**"), which is owned by MJH Northbrook, LLC ("**Owner**"). The Applicant has submitted an application for special permit approval to install an internally illuminated wall sign ("**Sign**") in excess of the district height limit of 20 feet on the existing multi-story, multi-tenant office building on the Property. The Sign will be installed at a height no more than 75'-2" above grade. The Owner has consented to the submission of the Applicant's application.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 500 Skokie Boulevard, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located within the O-4 Boulevard Office District.

Section 3. PUBLIC MEETINGS & HEARINGS.

A public hearing to consider the subject application for a special permit was duly advertised on May 19, 2016 in the *Northbrook Star* and was held at the Plan Commission's regular meeting on June 7, 2016. On June 7, 2016, the Plan Commission formally adopted Resolution No. 16-09 recommending approval of the application.



hereby certify this to be a true and exact copy of the original
Date: 7-31-2016
John J. Paul
Village Clerk

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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 wall sign in excess of the district height limit of 20 feet (Northbrook SIC Code No. 9966.00: Signs in Excess of District Height Limits) 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. Compliance with Plans. The development, use, and maintenance of the Sign shall be in compliance with that certain "Sign Plan," prepared by Custom Sign Consultants, consisting of two pages, indicating the location and dimensions of the Sign, attached as **Exhibit B** and, by this reference, made a part of this Ordinance, except for minor changes and site work approved by the Director of Development & Planning Services in accordance with all applicable Village codes, ordinances, and standards.
- B. Sign Height. The top of the Sign shall installed be no more than 75'-2" above grade.

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 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 O-4 Boulevard Office 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; 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.

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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.

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: 6/28/2016

RESULT: ADOPTED BY CONSENT VOTE (UNANIMOUS)
MOVER: Todd Heller, Trustee
SECONDER: James Karagianis, Trustee
AYES: Karagianis, Scolaro, Heller, Ciesla, Frum
ABSENT: A.C. Buehler, Bob Israel

ATTEST:

/s/ Debra J. Ford
Village Clerk

/s/ Sandra E. Frum
Village President

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EXHIBIT A

Legal Description of Property

Lot 2 in Lane Park Subdivision in the south east $\frac{1}{4}$ of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as 500 Skokie Boulevard PIN 04-02-402-030-0000

Property of Cook County Clerk's Office

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EXHIBIT C

Unconditional Agreement and Consent of Applicant

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

WHEREAS, Kemper Sports Management, Inc. ("**Applicant**") is the lessee of a portion of the property commonly known as Suite 444 of 500 Skokie Boulevard ("**Property**"); and

WHEREAS, MJH Northbrook LLC ("**Owner**") is the owner of the Property; and

WHEREAS, the Applicant plans to install a wall sign above the permitted district height on the Property and has requested that the Village grant a special permit to allow the wall sign in excess of the district height limit of 20 feet on the Property; and

WHEREAS, the Property is located within the O-4 Boulevard Office District, in which wall signs in excess of the district height limit of 20 feet are allowed only as a special permit use; and

WHEREAS, the Applicant has applied for a special permit for a wall sign in excess of the district height limit of 20 feet on the Property; and

WHEREAS, Ordinance No. 2016-47, adopted by the President and Board of Trustees of the Village of Northbrook on June 29, 2016 ("**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 does 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. 2016-47, adopted by the Village Board of Trustees on June 29, 2016.
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.
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,

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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:

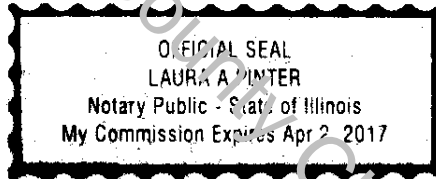
By: [Signature]
Signature
By: Steve Kelly
Print Name
Its: Sevby

KEMPERSORTS

By: [Signature]
Signature
By: Steve Simon
Print Name
Its: Christ Brent dhr

SUBSCRIBED and SWORN to before me this 21 day of July, 2016.

Laura A. Pinter
Notary Public



ATTEST:

By: _____
Signature
By: _____
Print Name
Its: _____

MJH NORTHBROOK, LLC, an Illinois limited liability company

By: _____
Signature
By: _____
Print Name
Its: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 2016.

Notary Public

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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: Maggie Linke
Signature

By: MAGGIE LINKE
Print Name

Its: EXEC ASST

KEMPERSORTS

By: [Signature]
Signature

By: STEVEN R. SKINNER
Print Name

Its: C.E.O.

SUBSCRIBED and SWORN to before me this 8th day of July, 2016.

Tracy Tobin
Notary Public



ATTEST:

By: D.F. Cunningham
Signature

By: DANIEL F. CUNNINGHAM
Print Name

Its: V.P. DEVELOPMENT, CONST.

MJH NORTHBROOK, LLC, an Illinois limited liability company By: JONES LANG LASALLE AMERICA (Illinois), L.P. its agent

By: Barbara Liggett
Signature

By: BARBARA LIGGETT
Print Name

Its: SENIOR VICE PRESIDENT

SUBSCRIBED and SWORN to before me this 12th day of July, 2016.

Tracy Tobin
Notary Public



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OVERSIZE EXHIBIT

Property of Cook County Clerk's Office

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**