


UNOFFICIAL COPY

 *1806745070*
Doc# 1806745070 Fee \$48.00
KAREN A. YARBROUGH COOK COUNTY RECORDER OF DEEDS
DATE: 03/08/2018 03:21 PM PG: 1 OF 6

Ordinance 2017-48

**An Ordinance Approving the Renewal of Ordinance 12-31
Granting a Special Permit to Maintain Personal Wireless
Telecommunications Antennas on the Existing Building at
899 Skokie Boulevard (T-Mobile Central LLC - 899 Skokie
Boulevard) (Plan Commission Docket No. BOT-17-01)**

Passed by the Board of Trustees, 10/10/2017
Printed and Published 10/11/2017

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

RECORDING FEE 48.⁰⁰
DATE 3/08/2018 COPIES 62
OK BY [Signature]

UNOFFICIAL COPY

Ordinance 2017-48

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 Approving the Renewal of Ordinance 12-31 Granting a Special Permit to Maintain Personal Wireless Telecommunications Antennas on the Existing Building at 899 Skokie Boulevard (T-Mobile Central LLC - 899 Skokie Boulevard) (Plan Commission Docket No. BOT-17-01)

shall be, and is hereby, adopted as follows:

Section 1. RENEWAL OF SPECIAL PERMIT.

On April 10, 2012, the Corporate Authorities adopted Ordinance No. 12-31 granting VoiceStream GSM I Operating Company LLC of which T-Mobile Central, LLC is now the successor of ("**Applicant**") a special permit to allow the maintenance and continued operation of a maximum of 12 antennas and related electronic equipment at 899 Skokie Boulevard ("**Property**") which is owned by The 899 Building, LLC (the "**Owner**") and is located in the O-3 General Office District.

The special permit granted by Ordinance No. 2012-31 had a five-year term that expired on August 16, 2017. Prior to that date, the Applicant submitted an application requesting a renewal of the special permit granted in Ordinance No. 12-31 pursuant to Subsection 11-602 K of the Northbrook Zoning Code (1988), as amended ("**Zoning Code**").

The Facility has operated since 2012 without incident and the President and the Board of Trustees have determined that the circumstances under which the original special permit was granted have not substantially changed. Therefore, the Corporate Authorities have determined that it is in the best interests of the Village and the public to renew the special permit originally granted by Ordinance No. 12-31.

UNOFFICIAL COPY

Section 2. PUBLIC HEARING AND PUBLIC MEETING.

A public hearing to consider the renewal of the special permit was duly advertised and was held at the Board of Trustees regular meeting on October 10, 2017.

Section 3. RENEWAL OF SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Ordinance No. 12-31, and pursuant to Subsection 11-602 K of the Zoning Code, special permit to allow personal wireless telecommunications antennas on an existing building (SIC Number 4810.02) on the Property ("*Special Permit*"), is hereby, renewed and granted to the Applicant.

Section 4. RESTATEMENT OF ORDINANCE NO. 12-31.

All terms, provisions, conditions, and restrictions of Ordinance No. 12-31 shall remain in full force and effect as set forth in this Ordinance.

Section 5. 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.

Section 6. TERM.

The special permit renewed and restated in Section 4 above shall automatically expire, and the designated use shall terminate, on the date that is five years after the effective date of this Ordinance, unless, prior to such date, the Applicant shall have requested, and the Village's corporate authorities, in their sole and absolute discretion, shall have granted a renewal in accordance with Subsection 11-602 K of the Code.

Section 7. 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 Applicant and Owner with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, 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. Such unconditional agreement and consent shall be in the form attached to and, by this reference, made part of this Ordinance as *Exhibit A*, and shall be executed by the Applicant.

UNOFFICIAL COPY

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 6.A.iii above within 60 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.

Adopted: 10/10/2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Karagianis, Trustee
SECONDER:	A.C. Buehler, Trustee
AYES:	Collison, Han, Karagianis, Buehler, Ciesla, Frum
ABSENT:	Bob Israel

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

Property of Cook County
Village of Northbrook
Corporate Seal
Office

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

2-22-2018
Date

[Signature]
Village Clerk



UNOFFICIAL COPY

EXHIBIT A

Applicant's Unconditional Agreement and Consent

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

WHEREAS, The 899 Building, LLC ("**Owner**") is owner of a property commonly known as 899 Skokie Boulevard in the Village of Northbrook ("**Property**"); and

WHEREAS, the T-Mobile Central, LLC ("**Applicant**") has applied for a special permit renewal for personal wireless telecommunications antennas on the Property; and

WHEREAS, Ordinance No. 17-48, adopted by the President and Board of Trustees of the Village of Northbrook on October 10, 2017 ("**Ordinance**"), grants approval of such special permit renewal, 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 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. 17-48, adopted by the Village Board of Trustees on October 10, 2017.
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 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 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, 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 its obligations under this Unconditional Consent and Agreement.

UNOFFICIAL COPY

- 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 he owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

WITNESS:

T-MOBILE CENTRAL LLC an Illinois limited liability company

By: Andrea McCoy
Signature

By: T-MOBILE USA, INC.
[Signature]
John J Legare (Signature)

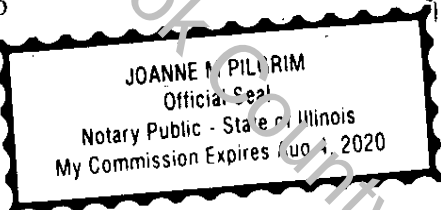
By: Andrea McCoy
Print Name

By: Faisal Afridi
Print Name

Its: Project manager

Its: ~~President~~ Sr. Dir of Eng & Ops

SUBSCRIBED and SWORN to before me this 17th day of January, 2018.



[Signature]
Notary Public

WITNESS:

THE 899 BUILDING, LLC, an Illinois limited liability company

By: _____
Signature

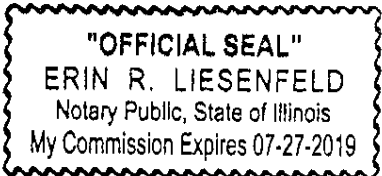
By: [Signature]
Robert Stephen Qualkimbush

By: _____
Print Name

By: RSCQualkimbush
Print Name

Its: LLC, Manager

SUBSCRIBED and SWORN to before me this 16 day of FEBRUARY, 2017.



[Signature]
Notary Public