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VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

ORDINANCE NO. M-3-2018

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE
OPERATION OF A DENTAL OFFICE WITHIN THE C-2 RETAIL
OVERLAY DISTRICT OF THE VILLAGE (1075 Gage Street)



1810645051

Doc# 1810645051 Fee \$60.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/16/2018 03:15 PM PG: 1 OF 12

PASSED AND APPROVED by the
President and Board of Trustees
of the Village of Winnetka,
Cook County, Illinois, this
16th day of January, 2018.

PUBLISHED IN PAMPHLET FORM
by authority of the President
and Board of Trustees of the
Village of Winnetka, Cook
County, Illinois, this 17th day of
January, 2018.

RECORDING FEE

60.00

DATE 4/16/2018

COPIES 6X

OK BY

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ORDINANCE NO. M-3-2018

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF A DENTAL OFFICE
WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE
(1075 Gage Street)**

WHEREAS, Figueroa Orthodontics LLC ("*Applicant*") is the lessee of the¹ property commonly known as 1075 Gage Street, Winnetka, Illinois, and is part of a parcel legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 8, 1979 and known as Trust No. 4020 ("*Owner*"), is the record title owner of the Subject Property, and Owner consents to the operation of a dental office by the Applicant at the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, "*C-2 Retail Overlay District*"); and

WHEREAS, the Applicant desires to operate a dental office at the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the operation of a dental office, is not permitted within the C-2 Retail Overlay District without a special use permit; and

WHEREAS, on September 26, 2017, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of a dental office at the Subject Property ("*Special Use Permit*"); and

WHEREAS, on December 13, 2017, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 7 in favor and 1 opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a dental office at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Retail Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule

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powers of the Village, to allow the establishment and operation of a dental office by the Applicant at the Subject Property within the C-2 Retail Overlay District.

SECTION 3: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Commencement of Operation.** The Applicant must commence operation of the proposed dental office no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the dental office at the Subject Property must be in strict accordance with the Site Plan and Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides 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 Village Council. In the event of revocation,

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the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of 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 Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

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

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

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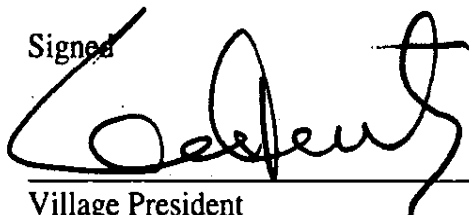
PASSED this 16th day of January, 2018, pursuant to the following roll call vote:

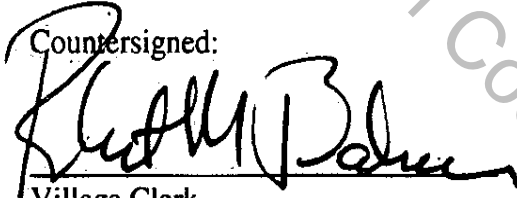
AYES: Trustees Cripe, Dearborn, Lanphier, Myers, Swierk and Ziv

NAYS: None

ABSENT: None

APPROVED this 16th day of January, 2018.

Signed 
Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois, this
16th day of January, 2018.

Introduced: January 2, 2018

Passed and Approved: January 16, 2018

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EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 23 AND 24 IN BLOCK 3 IN LAKESIDE JARED GAGES SUBDIVISION (EXCEPTING THAT PART OF LOT 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 23 AND RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, 6.78 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE 36.33 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 35.69 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 35.89 FEET TO THE POINT OF BEGINNING), ALSO THAT PART OF LOT 20 LYING EASTERLY OF THE EASTERLY LINE OF THE 16 FOOT ALLEY RUNNING NORTHERLY AND SOUTHERLY ACROSS THE EASTERLY PORTION OF SAID LOT 20 IN BLOCK 3 OF LAKESIDE JARED GAGES SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, ALL IN TOWNSHIP 42 NORTH, RANGE 131 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 201 3.00 FEET SOUTHWESTERLY OF THE MOST SOUTHERLY CORNER OF LOT 24; THENCE NORTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF LOT 24, 48.49 FEET; THENCE NORTHERLY IN A STRAIGHT LINE 18.10 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 20, 35.69 FEET SOUTHERLY OF THE MOST WESTERLY CORNER OF LOT 23; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 23 AND 24 TO THE MOST SOUTHERLY CORNER OF LOT 24; THENCE SOUTHWESTERLY 3.00 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

Commonly known as 940 Green Bay Road, Winnetka, Illinois, and which includes a portion referred to as 1075 Gage Street.

PIN 05-17-120-021-0000

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EXHIBIT B

SITE PLAN AND FLOOR PLAN

(SEE ATTACHED EXHIBIT B)

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

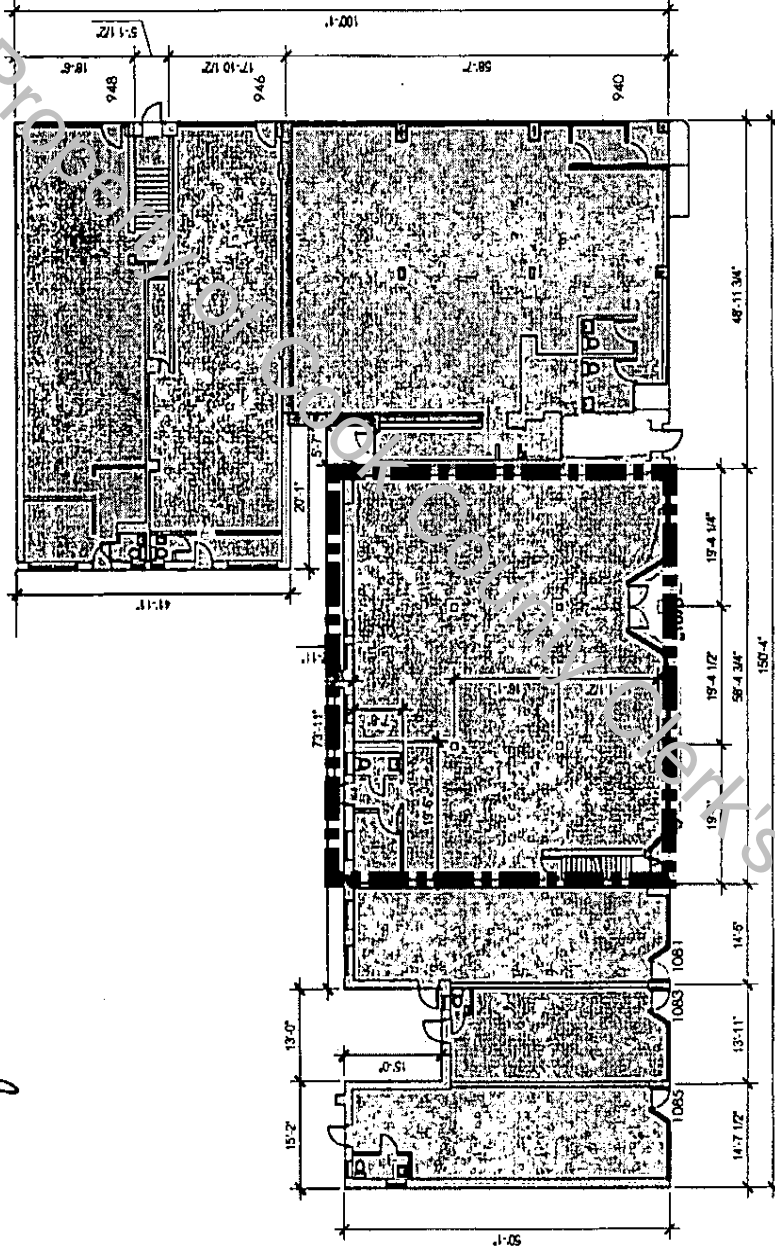
**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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Site Plan
Existing Space - Vacant Floor Plan

2793 square feet



BUILDING AREA SCHEDULE	
NO	2,840 S.F.
MD	1,370 S.F.
AD	8,445 S.F.
PO	1,268 S.F.
SI	711 S.F.
ST	772 S.F.
COMMON	103,614
TOTAL	107,480 S.F.

ALL WALLS SHOWN IN GREY ARE STRUCTURAL AND CANNOT BE REMOVED OR MODIFIED.
ALL MEASUREMENTS AS PER AMERICAN SURVEYING METAL STANDARDS SURVEYING METHODS OF MEASUREMENT.

1 MAIN FLOOR PLAN
1/16" = 1'-0"



Architectural Building Systems
1234 Main Street
Channahon, IL 61018
www.abd.com

DATE	10/15/20
BY	ABD
CHECKED BY	ABD



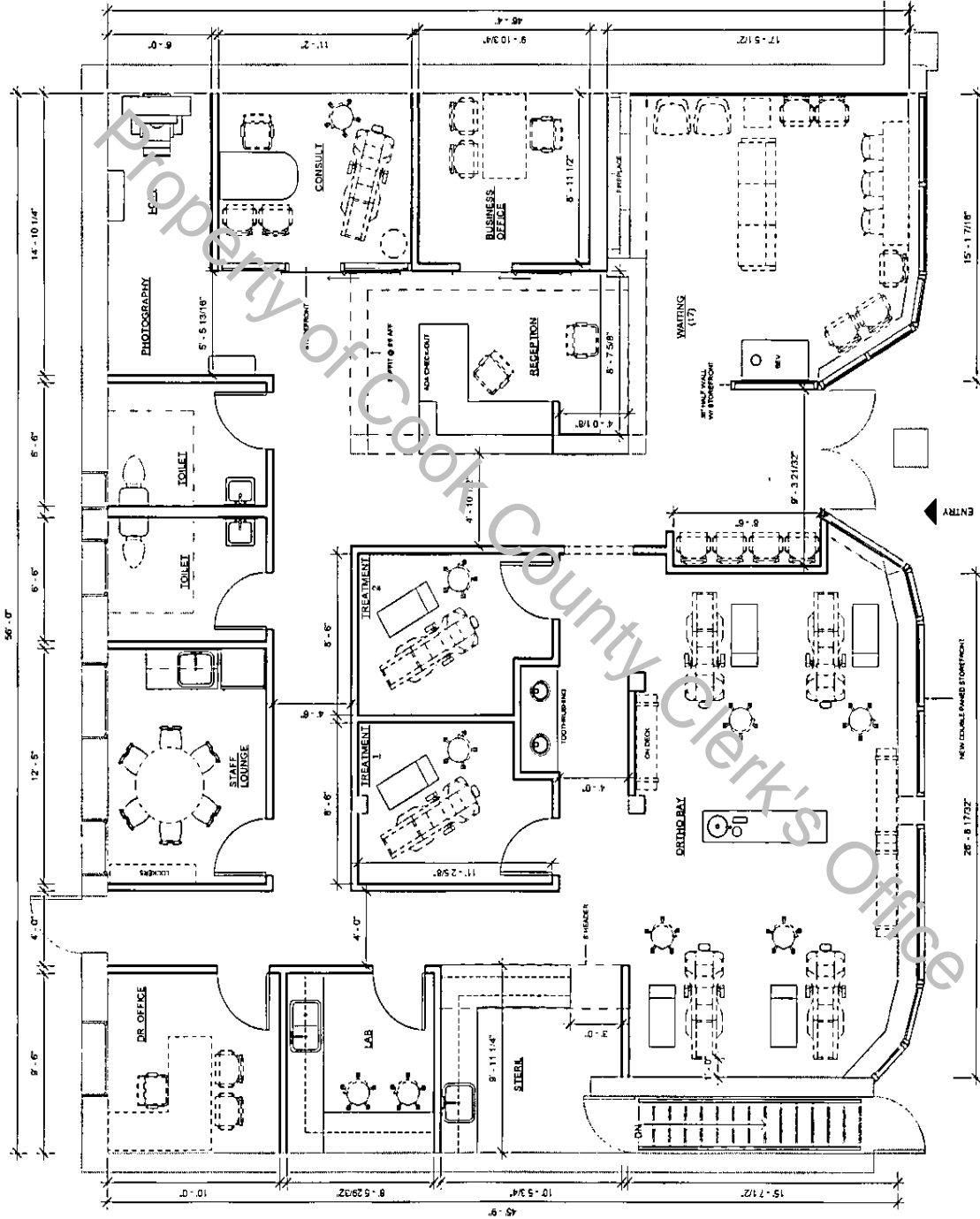
PEAK PROPERTIES

PEAK PROPERTIES
940 GREEN BAY ROAD, WINNIPEKA, IL

FLOOR PLAN	1
SHEET TITLE	MAIN F.F.
SHEET #	8 OF 8

PROJECT OFFICE

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dimensioned floor plan

APEX design build

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EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Figueroa Orthodontics LLC ("**Applicant**") is the lessee of the property located at 1075 Gage Street in the Village ("**Subject Property**"), which Subject Property is part of a parcel commonly known as 940 Green Bay Road, Winnetka, Illinois; and

WHEREAS, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 8, 1979 and known as Trust No. 4020 ("**Owner**"), is the record title owner of the Subject Property and consents to the operation of a dental office by Applicant at the Subject Property; and

WHEREAS, the Applicant desires to operate a dental office at the Subject Property; and

WHEREAS, Ordinance No. M-3-2018, adopted by the Village Council on January 16, 2018 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a dental office at the Subject Property within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or Owner against damage or injury of any kind and at any time.

4. The Applicant and Owner do hereby agree to 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 the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and Owner 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 Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

RECEIVED
R JAN 26 2018 D

Dated: 1/26/, 2018

ATTEST: [Signature]

By: [Signature]
Its: Partner

BY: FIGUEROA, ORTHODONTICS LLC

By: [Signature]
Its: Partner

Dated: 1/26/ 2018

ATTEST: [Signature]

By: _____
Its: _____

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee under Trust Agreement dated
December 8, 1979 and known as Trust No. 4020

By: See attached
Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and Owner 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 Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2018

ATTEST:

FIGUEROA ORTHODONTICS LLC

By: _____
Its: _____

By: See attached
Its: _____

Dated: _____, 2018

ATTEST:

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee under Trust Agreement dated
December 7, 1979 and known as Trust No. 4020

ATTESTATION NOT REQUIRED
PURSUANT TO CORPORATE
BYLAWS

By: _____
Its: _____

By: [Signature]
Its: Assistant Vice President



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

RECEIVED
FEB 21 2018
BY: _____