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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2018 03:35 PM PG: 1 OF 13

Ordinance 2018-17

An Ordinance Granting Approval of Special Permit and Variations for an Automotive Repair Facility with Outdoor Automobile Storage (3005 MacArthur Boulevard – VIP Tech Electric, Inc.) (Plan Commission Docket No. PCD-18-01)

Passed by the Board of Trustees, 4/10/2018
Printed and Published 4/11/2018

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 62.00
DATE 5/30/2018 COPIES 6
OK BY [Signature]

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Ordinance 2018-17

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 Approval of Special Permit and Variations for an Automotive Repair Facility with Outdoor Automobile Storage (3005 MacArthur Boulevard – VIP Tech Electric, Inc.) (Plan Commission Docket No. PCD-18-01)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

VIP Tech Electric, Inc. ("**Applicant**") is the owner of the property commonly known as 3005 MacArthur Boulevard ("**Subject Property**") and proposes to lease tenant spaces within the Property to businesses (each, a "**Tenant**") that conduct automotive repair with outdoor automobile storage ("**Facility**") thereon.

The Applicant has requested various relief from the Village of Northbrook's Zoning Code (1988), as amended ("**Zoning Code**") to allow a general special permit for the operation of Automotive Repair Facilities with Outdoor Automobile Storage (SIC No. 7530.00) by Tenants as well as yard and setback variations for the existing building on the Property ("**Requested Relief**").

The President and the Board of Trustees have determined that it is in the best interest of the Village and its residents to grant the Applicant the Requested Relief in accordance with the terms and conditions of this Ordinance.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 3005 MacArthur 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 I-1 Restricted Industrial District.

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Section 3. PUBLIC MEETINGS & HEARINGS.

A public notice for the Applicant's Requested Relief was duly published on February 1, 2018 in *The Northbrook Star* and a public hearing was held at the Plan Commission's regular meeting on February 20, 2018. On March 6, 2018 the Plan Commission formally adopted Resolution No. 18-PC-02 recommending approval of the Requested Relief.

Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, a special permit for Automotive Repair with Outdoor Automobile Storage (SIC No. 7530.00) is hereby granted to the Property in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

Section 5. VARIATIONS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Property shall be, and is hereby granted the following variations, all in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook.

A. Yard and Setback.

1. A variation to reduce the required front setback from the required 30 feet to 29.75 feet to accommodate the existing building on the Property.
2. A variation to reduce the required southern interior yard from the required 5 feet to 0 feet to accommodate the drive aisle accessing the proposed parking lot.

Section 6. SITE PLAN APPROVAL.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, the Site Plan for the Property, prepared by Atelier Design and George Simoulis Architect, consisting of one sheet labeled 1.T1 with a latest revision date of February 27, 2018, and attached to, and by this referenced made a part of this Ordinance, as *Exhibit B*, shall be, and is hereby, approved in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village.

Section 7. SPECIAL PERMIT, VARIATIONS AND SITE PLAN CONDITIONS.

The special permit granted in Section 4 of this Ordinance is contingent upon the development, use, and maintenance of the Property being in substantial compliance with the following terms, conditions, and provisions:

- A. Special Use. Each Tenant operating an Automotive Repair with Outdoor Automobile Storage facility, initially Skyline Auto Group Ltd. and BTR Chicago, Inc., shall be responsible for implementing, complying with, and maintaining the conditions of approval for the special permit granted in Section 4.
- B. Hours of Operation. The hours of operation for any automotive repair shop on the Property

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shall be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday and Saturday 8:00 a.m. to 4:00 p.m.

- C. Outdoor Automobile Storage Area. The outdoor storage of vehicles shall be limited to the designated fenced area with locking gate as shown on the Site Plan.
- D. Screening. The outdoor vehicle storage area must be screened at all times by a 10' tall fence constructed of a durable material to withstand weather, car damage, and vandalism.

Section 8. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant or a Tenant 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 Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the 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 I-1 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, have considered the possibility of the revocation provided for in this Section, and agree 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 this Section has been given.

Section 9. BINDING EFFECT: TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the of, and shall be binding on, the Applicant and Tenants operating an Automotive Repair with Outdoor Automobile Storage facility, 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, entity, or Tenant unless and until (a) such person, entity, or Tenant ("*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 10. 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 of this Ordinance in pamphlet form in the manner required by law;
- iii. the filing by the Applicant and each Tenant 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 agreements and consents shall be in the form of *Exhibit C*, attached to and made a part of this Ordinance by this reference; and

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- 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 agreements and consents referenced in Paragraph 8.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.

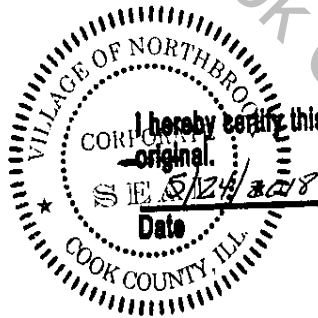
Adopted: 4/10/2018

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Bob Israel, Trustee
SECONDER:	James Karagianis, Trustee
AYES:	Frum, Karagianis, Buehler, Ciesla, Israel, Collison, Han

ATTEST:

/s/ Debra J. Ford
Village Clerk

/s/ Sandra E. Frum
Village President



Sandra E. Frum
Village Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 25 IN NORTH SUBURBAN INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 34 IN NORTH SUBURBAN INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-05-203-024-0000 and 04-05-203-019-0000

Commonly known as 3005 MacArthur Boulevard, Northbrook, Illinois

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EXHIBIT B

SITE PLAN

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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EXHIBIT C - 1

Unconditional Agreement and Consent of Businesses

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

WHEREAS, **VIP Tech Electric, Inc.** ("**Applicant**") is the owner of the property commonly known as 3005 MacArthur Boulevard ("**Subject Property**") and proposes to operate an automotive repair with outdoor automotive storage ("**Facility**") thereon;

WHEREAS, Applicant has requested amongst other relief, special permit pursuant to Northbrook's Zoning Code (1988), as amended ("**Zoning Code**") to allow the operation of an Automotive Repair with Outdoor Automotive Storage (SIC No. 7530.00) by a Tenant on the Property ("**Requested Relief**"); and

WHEREAS, the special permits to the operation of Automotive Repair with Outdoor Automotive Storage (SIC No. 7530.00) of the Requested Relief is hereby granted to **BTR Chicago, INC.** ("**Tenant**");

WHEREAS, Ordinance No. 18-17, adopted by the President and Board of Trustees of the Village of Northbrook on April 10, 2018 ("**Ordinance**"), grants approval of such Requested Relief for the benefit of Applicant and Tenant; and

WHEREAS, Applicant and Tenant desires 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 Applicant desires to grant its consent to the recording of the Ordinance against the Property;

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

1. Applicant and Tenant 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. 2018-17, adopted by the Village Board of Trustees on April 10, 2018.
2. Applicant and Tenant 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 do not, and shall not, in any way, be deemed to insure Applicant or Tenant against damage or injury of any kind and at any time.
3. Applicant and Tenant acknowledge that the 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 any denial of any procedural right, provided that the notice to the Applicant and Tenant required by Section 6 of the Ordinance is given.

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4. Applicant and Tenant 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 performance by Applicant and Tenant of their obligations under this Unconditional Consent and Agreement.
5. Applicant and Tenant 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. Applicant warrants and represents to the Village that it is the record title holder of the Property and consents to the recording of the Ordinance against the Property.

VIP TECH ELECTRIC, INC., an Illinois corporation

By: [Signature]
Signature

By: WITOLD LACH
Print Name

Its: PRESIDENT

SUBSCRIBED and SWORN to
before me this 18th day of
MAY, 2018.

Agnes Grace Makuch



BTR CHICAGO, INC., an Illinois corporation

By: [Signature]
Signature

By: BARTOSZ TCHORZENSKI
Print Name

Its: PRESIDENT

SUBSCRIBED and SWORN to
before me this 18th day of
MAY, 2018.

Agnes Grace Makuch



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EXHIBIT C - 2

Unconditional Agreement and Consent of Businesses

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

WHEREAS, VIP Tech Electric, Inc. ("**Applicant**") is the owner of the property commonly known as 3005 MacArthur Boulevard ("**Subject Property**") and proposes to operate an automotive repair with outdoor automotive storage ("**Facility**") thereon;

WHEREAS, Applicant has requested amongst other relief, special permit pursuant to Northbrook's Zoning Code (1988), as amended ("**Zoning Code**") to allow the operation of an Automotive Repair with Outdoor Automotive Storage (SIC No. 7530.00) by a Tenant on the Property ("**Requested Relief**"); and

WHEREAS, the special permits to the operation of Automotive Repair with Outdoor Automotive Storage (SIC No. 7530.00) of the Requested Relief is hereby granted to Skyline Auto Inc, ("**Tenant**");

WHEREAS, Ordinance No. 18-17, adopted by the President and Board of Trustees of the Village of Northbrook on April 10, 2018 ("**Ordinance**"), grants approval of such Requested Relief for the benefit of Applicant and Tenant; and

WHEREAS, Applicant and Tenant desires 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 Applicant desires to grant its consent to the recording of the Ordinance against the Property;

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

1. Applicant and Tenant 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. 2018-17, adopted by the Village Board of Trustees on April 10, 2018.
2. Applicant and Tenant 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 do not, and shall not, in any way, be deemed to insure Applicant or Tenant against damage or injury of any kind and at any time.
3. Applicant and Tenant acknowledge that the 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 any denial of any procedural right, provided that the notice to the Applicant and Tenant required by Section 6 of the Ordinance is given.

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4. Applicant and Tenant 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 performance by Applicant and Tenant of their obligations under this Unconditional Consent and Agreement.
5. Applicant and Tenant 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. Applicant warrants and represents to the Village that it is the record title holder of the Property and consents to the recording of the Ordinance against the Property.

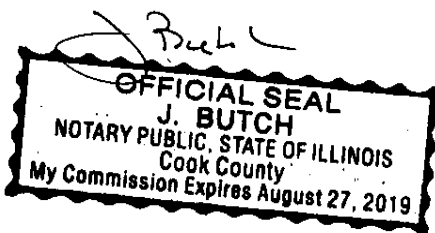
VIP TECH ELECTRIC, INC., an Illinois corporation

By: [Signature]
Signature

By: LITOLD LACA
Print Name

Its: PRESIDENT

SUBSCRIBED and SWORN to
before me this 23 day of
May, 2018.



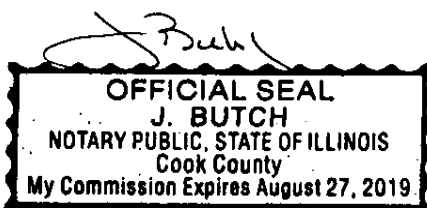
SKYLINE AUTO INC.

By: [Signature]
Signature

By: LITOLD LACA
Print Name

Its: PRESIDENT

SUBSCRIBED and SWORN to
before me this 23 day of
May, 2018.



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2018 03:35 PM PG: 1 OF 13

11 pages
1 Double
02.00

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

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INTERIOR ALTERATION TO EXIST. OFFICE SPACE & CONVERSION OF EXIST. WAREHOUSE TO CAR MECHANIC AND CAR STORAGE PER PLANS

3005 MacArthur Blvd, NORTHBROOK, IL 60062

[illegible]