

VILLAGE OF LONG GROVE

ORDINANCE NO. 2023-O-__

**AN ORDINANCE APPROVING A MAJOR AMENDMENT
TO ACCOMMODATE PLATFORM TENNIS COURTS, PICKLE BALL COURTS, A
TENNIS LODGE BUILDING STRUCTURE, AND RELATED SITE IMPROVEMENTS
TO THE ROYAL MELBOURNE PLANNED UNIT DEVELOPMENT**

Adopted by the President and Board
of Trustees of the Village of Long
Grove on this 25th day of April, 2023

Published in pamphlet form by
direction and authority of the Village
of Long Grove, County of Lake,
State of Illinois, on this
__ day of April, 2023

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WHEREAS, pursuant to Ordinance No. 90-O-23 ("**Final PUD Ordinance**"), the Village of Long Grove (the "**Village**") granted final planned unit development approval for the Royal Melbourne Planned Unit Development ("**Planned Unit Development**"); and

WHEREAS, the Final PUD Ordinance granted approval for a mixed use residential and recreational/commercial development on certain real property generally located at the northwest corner of Illinois Route 83 and Illinois Route 22 in the Village, which is legally described in Exhibit A to Final PUD Ordinance ("**Subject Property**"); and

WHEREAS, in connection the Final PUD Ordinance, the Village approved a final planned unit development plat for the Planned Unit Development ("**Final PUD Plat**"), which substantially conformed to the preliminary planned unit development plat attached as Group Exhibit C to Resolution 89-R-11; and

WHEREAS, Royal Melbourne Limited Partnership ("**Owner**") is the current owner of the Subject Property, and the Owner has requested an amendment to Section I of the Final PUD Ordinance (the "**Proposed Amendment**") to authorize preliminary and final approval of an amendment to the Final PUD Plat to allow for the construction of two elevated platform tennis courts, two pickle ball courts, a "tennis lodge" building structure, and related site improvements as depicted in the amended final planned unit development plat, being entitled in part "Royal Melbourne Country Club – Platform Tennis and Platform Lodge" and consisting of 53 pages, which is attached hereto as Group Exhibit B ("**PUD Amendment Plans**"); and

WHEREAS, pursuant to notice duly published, the Plan Commission & Zoning Board of Appeals (“**PCZBA**”) conducted a public hearing on April 4, 2023 to consider the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the PCZBA recommended that the Proposed Amendment be approved; and

WHEREAS, the President and Board of Trustees find that the Proposed Amendment is a major amendment to the Planned Unit Development; and

WHEREAS, Sections 5-11-18(J) and 5-11-18(I)(1) of the Long Grove Village Code authorize the Village Board to approve major changes to the final plat in an approved planned unit development following completion of development; and

WHEREAS, the President and Board of Trustees (the “**Village Board**”) hereby find that the Proposed Amendment as presented in the PUD Amendment Plans will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; and

WHEREAS, the Village Board has further determined that it is in the best interests of the Village and its residents to approve the Proposed Amendment to the Planned Unit Development, subject to the terms and conditions of this Ordinance as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION TWO: **Major Amendment to the Planned Unit Development.**

a. Pursuant to Sections 5-11-18(J) and 5-11-18(I)(1) of the Long Grove Village Code, and subject to the conditions set forth in Sections Three and Four of this

Ordinance, Section I of the Final PUD Ordinance is hereby amended to incorporate the PUD Amendment Plans (attached hereto as Group Exhibit B) into the Final PUD Plat for the Planned Unit Development. The Final PUD Plat is hereby amended to the extent that it differs from the PUD Amendment Plans, and the Final PUD Plat as amended by the PUD Amendment Plans shall hereinafter collectively be referred to as the “***Modified Final PUD Plat.***”

b. The Village Board expressly approves the reduction in the street setback for the pickleball courts as depicted on the PUD Amendment Plans, as such setback reduction is found not to be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.

SECTION THREE: Conditions on Approval. The major amendment to the Planned Unit Development granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the reasonable discretion of the Village Board, be grounds for the repeal and revocation of the approvals granted herein:

- a. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to such work have been fulfilled, including without limitation recordation of this Ordinance, and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- b. Compliance with Laws. The Zoning Code, the Subdivision Code, the Building Code, and all other applicable ordinances and regulations of the Village shall continue to apply to the Subject Property except as expressly modified by the Modified Final PUD Plat and this Ordinance, and the development and use of the Subject Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- c. Landscaping/Sound Screening. Owner shall install landscaping, including evergreen trees and/or shrubs, in the area identified as “PROPOSED LANDSCAPING” on Exhibit C attached hereto, to substantially screen the residential properties adjacent to the Subject Property from of noise and light glare. The Owner shall prepare plans for such landscape screening (the “**Screening Plan**”), which at a minimum shall conform to the requirements of Section 5-9-7.C.2.b of the Zoning Code, and such Screening Plan shall be subject to the review and approval of the Village’s Architectural Review Board. The approved Screening Plan shall be installed no later than November 15, 2023, unless otherwise expressly approved by resolution of the Village Board. In addition, the Owner shall maintain the landscaping identified in the approved Screening Plan in a good and healthy condition for so long as the pickleball court facilities remain on the Subject Property. To the extent any plantings identified in the Screening Plan die or are dying or otherwise damaged, upon notice of the Village Owner shall replace such plantings within six (6) months after such notice.
- d. Continued Effect of the Planned Unit Development. Except as expressly modified by this Ordinance, the Final PUD Ordinance shall remain in full force and effect, and the Owner shall comply with all requirements, conditions, and restrictions therein. To the extent any terms of this Ordinance conflict with the terms of the Final PUD Ordinance, the terms of this Ordinance shall control.
- e. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the Long Grove Village Code. In addition, the Owner shall reimburse the Village for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or enforcement of the Final PUD Ordinance, as amended from time-to-time. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.
- f. Transferees. The rights and obligations set forth in this Ordinance shall be binding on the Owner, and upon any and all of the Owner's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property. To the extent that a successor becomes bound to the obligation created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, the Owner shall be released from its obligations under this Ordinance to the extent

of the transferee's assumption of such liability. The failure of the Owner to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Owner remaining fully liable for all of their obligations under this Ordinance but shall not relieve the transferee of its liability for all such obligations as a successor to Owner.

In addition, any violation of this Ordinance shall be deemed a violation of the Long Grove Village Code and shall subject the Owner to enforcement proceedings accordingly.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect unless and until the Owner has caused a duly authorized person to execute and thereafter file with the Village its unconditional agreement and consent, in the form attached hereto as Exhibit D, and by this reference incorporated herein and made a part hereof; provided further that, if the Owner does not so file its unconditional agreement and consent within 30 days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke the major amendment granted in this Ordinance. Upon this Ordinance having full force and effect, the Village Clerk shall cause it to be recorded in the Office of the Lake County, Illinois Recorder of Deeds.

PASSED this 25th day of April, 2023.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 25th day of April, 2023.

Village President

ATTEST:

Village Clerk

EXHIBIT A

Legal Description of Subject Property

GROUP EXHIBIT B
PUD Amendment Plans

EXHIBIT C

Depiction of Landscaping and Sound Buffering Area

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section Four of Long Grove Ordinance No. 2023-O-__ and to induce the Village of Long Grove to grant the approvals provided for in such Ordinance, the undersigneds acknowledge for themselves and their successors and assigns in title to the Subject Property that they

1. have read and understand all of the terms and provisions of said Ordinance No. 2023-O-__;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. 2023-O-__, Ordinance No. 90-O-23, and any amendments thereto, the Long Grove Zoning Code, and all other applicable codes, ordinances, rules, and regulations;
3. 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 issuance of any permits for the use of the Subject Property, and that the Village's issuance of any permit does not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time;
4. acknowledge that all 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 revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. agree to and do hereby hold harmless, defend, 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 these parties with respect to the Subject Property or any Village action respecting the development thereof, including without limitation the adoption of the Ordinance or granting the approvals to the Owner pursuant to the Ordinance, except as may arise from the Village's gross negligence or willful misconduct, and provided that the Village shall assert its available immunities in connection with such claims; in the event that the Village elects to retain separate counsel in defense of any such claims, the undersigneds hereby agree to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims; and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Owner of the Subject Property.

ROYAL MELBOURNE LIMITED PARTNERSHIP

By: _____

Its: _____

ATTEST:
