

VILLAGE OF LONG GROVE
ORDINANCE NO. 2023-O-___

**AN ORDINANCE AMENDING ORDINANCE NO. 2020-O-27 GRANTING A
TEMPORARY USE FOR A DOG DAYCARE, BOARDING,
GROOMING, AND TRAINING FACILITY
(2727 IL Route 53)**

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this ___th day of November, 2023

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this ___th day of November, 2023

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TEMPORARY USE FOR A DOG DAYCARE, BOARDING,
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(2727 IL Route 53)**

WHEREAS, Pinnacle Capital 2727 LLC (“**Owner**”) is the record owner of the property located at 2727 IL Route 53 (“**Property**”) within the corporate limits of the Village of Long Grove (the “**Village**”), which Property is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Property is located in the HR Highway Retail District under the Long Grove Zoning Code (“**Zoning Code**”); and

WHEREAS, Section 5-9-3(D)(4)(b) of the Zoning Code authorizes certain properties in the HR District to be used for specified temporary uses, subject to approval by the Village Board and certain standards and limitations; and

WHEREAS, pursuant to Ordinance Nos. 2020-O-27 (the “**Original Ordinance**”), the Village Board of Trustees (the “**Village Board**”) approved a temporary use for a portion of the Property for operation of a dog daycare, overnight boarding, grooming, and training facility , (the “**Proposed Use**”) in conformity with Section 5-9-3(D)(4)(b)(8) of the Zoning Code to be operated by Kamp K-9 LLC, an Illinois limited liability company (the “**Tenant**”); and

WHEREAS, the Owner and Tenant have requested the Village to extend the period of the temporary Proposed Use until December 31, 2028 (“**Requested Approval**”); and

WHEREAS, the Owner has informed the Village of its intent to undertake the redevelopment of the Property, and the Owner seeks to enter into a redevelopment agreement with the Village therefor (the “**Proposed RDA**”); and

WHEREAS, the Owner has further notified the Village that it desires to include the Proposed Use as part of the long-term redevelopment of the Property and that the requested Approval is an integral part of such redevelopment; and

WHEREAS, the Owner has indicated its intention to effect the negotiation and execution of the Proposed RDA on or before April 30, 2024; and

WHEREAS, the Village Board hereby finds and determines that extending the operation of the Proposed Use on the Property, subject to the terms and conditions of the Original Ordinance and this Ordinance meets the general standards for a temporary use as set forth in Section 5-9-3(D)(4) of the Zoning Code; and

WHEREAS, the President and Board of Trustees have considered the materials submitted by the Owner and, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to grant the Owner and Tenant the Requested Approval, 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. **Extension of Temporary Use Approval.** Subject to the terms and conditions in Section Three of this Ordinance, Section Two of the Original Ordinance is hereby amended by replacing “December 31, 2023” with “December 31, 2028” (the “***Term Extension***”). In all other respects, the Original Ordinance shall remain in full force and effect.

SECTION THREE. **Additional Conditions on Approval.** The Term Extension granted in this Ordinance is subject to the following additional terms and condition:

- (a) **Continued Effect of Original Ordinance.** The terms and conditions in the Original Ordinance shall remain in full force and effect, except with respect to the Term extension.

- (b) Transfer of Interest; Binding Effect. The rights and obligations set forth in this Ordinance shall be binding on the Owner and Tenant and any and all of their heirs, successors, and assigns to all or any portion of the 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 or Tenant 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 or Tenant to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Owner or Tenant remaining fully liable for all of its obligations under this Ordinance but shall not relieve the transferee of its liability for all such obligations as a successor to Owner or Tenant.
- (c) 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 Zoning 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 this Ordinance. 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 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.

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 and Tenant have caused duly authorized persons to execute and thereafter file with the Village the unconditional agreement and consent in the form attached hereto as Exhibit B and by this reference incorporated herein and made a part hereof; provided further that, if the Owner and Tenant do not so file their unconditional agreement and consent within 60 days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, deem such failure as a withdrawal of the application, and repeal this Ordinance and the Original Ordinance and thereby revoke the temporary use approval and any other approvals granted in this Ordinance.

PASSED THIS ____th DAY OF NOVEMBER, 2023.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

APPROVED THIS ____th DAY OF NOVEMBER, 2023.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

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 undersigned acknowledges for itself and its successors and assigns in interest to the Property that the undersigneds:

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 this Ordinance, the 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 or approvals for use of the Property, and that the Village's issuance of any permit or approval does not, and shall not, in any way, be deemed to insure the Owner or Tenant against damage or injury of any kind and at any time;
4. acknowledge that any 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 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 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 in connection with the Village's adoption of the Ordinance granting the approvals to the Owner and Tenant pursuant to the Ordinance, and to reimburse the Village for any costs and expenses incurred in connection with such claims (including reasonable attorneys' fees); 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 and Tenant.

PINNACLE CAPITAL 2727 LLC

By: _____

Its: _____

KAMP K-9 LLC

By: _____

Its: _____