

VILLAGE OF BANNOCKBURN

ORDINANCE NO. 2023-O-10

AN ORDINANCE FURTHER EXTENDING THE APPROVALS GRANTED
PURSUANT TO ORDINANCE NO. 2020-O-19
(2065 Half Day Road)

Adopted by the
President and Board of Trustees
of
the Village of Bannockburn
this 11th day of September, 2023

Published in pamphlet form by direction
and authority of the Village of Bannockburn,
Lake County, Illinois
this 12th day of September, 2023

ORDINANCE NO. 2023-O-10

AN ORDINANCE FURTHER EXTENDING THE APPROVALS GRANTED
PURSUANT TO ORDINANCE NO. 2020-O-19
(2065 Half Day Road)

WHEREAS, Trinity International University ("**Owner**") is the owner, and Opus Development Company, LLC ("**Developer**") is the contract purchaser and prospective developer of an approximately 9.0 acre parcel of land located within the Village of Bannockburn (the "**Village**") on Half Day Road in the northeastern corner of the existing college campus owned and operated by Owner, which property is commonly known as 2065 Half Day Road and is legally described in Exhibit A hereto ("**Property**"); and

WHEREAS, Developer requested various land use approvals from the Village in order to develop the Property with a 160-unit senior assisted living facility consisting of 80 independent living, 59 assisted living, and 21 memory care units as well as various related amenities and improvements including a pool, surface and below-ground parking, and landscaping (the "**Proposed Development**"); and

WHEREAS, pursuant to Ordinance No. 2020-O-19 (a/k/a Ordinance No. 2020-19), the President and Board of Trustees of the Village (the "**Village Board**") did approve various land use approvals for the Proposed Development, including without limitation approvals for tentative plat of subdivision, special use permit, deviations, variation, and architectural review, all as more fully set forth in Ordinance No. 2020-O-19 (the "**Land Use Approvals**"); and

WHEREAS, under the Village Code, the Proposed Development is required to proceed in a timely fashion, or the Land Use Approvals are subject to lapsing; and

WHEREAS, the Village Code permits extensions of time to be granted for the Land Use Approvals without further public notice or hearing; and

WHEREAS, in 2021 and 2022, the Developer requested, and the Village Board granted, a one-year extensions of the Land Use Approvals due to delays resulting from certain litigation that was filed but dismissed relating to the Land Use Approvals (the "**Unsuccessful Litigation**"), as well as effects on the global COVID-19 pandemic (the "**Pandemic**"); and

WHEREAS, the Developer has requested the Village Board to extend further the time limits for the Land Use Approvals granted pursuant to Ordinance No. 2020-O-19 by one (1) additional year in light of impacts of the Pandemic on the assisted living industry, capital markets, and construction materials; and

WHEREAS, the Village Board further acknowledges that efforts to proceed with the Proposed Development were impaired because of the procedural possibility of a refiling of the Unsuccessful Litigation, which time for refiling expired in June 2022; and

WHEREAS, the Village Board hereby finds that the circumstances and considerations that warranted approval of the Land Use Approvals remain valid; and

WHEREAS, the Village Board, pursuant to the provisions of the Village Code (including without limitation the Village's Subdivision Control Ordinance and Zoning Code) and pursuant to the Village's home rule authority, hereby finds and determines that it is in the best interests of the Village and its residents to grant an additional one (1) year extension of all the Land Use Approvals set forth in Ordinance No. 2020-O-19;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BANNOCKBURN, 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.

SECTION TWO: **Time Extension for Land Use Approvals; Continued Effect.**

(a) Notwithstanding any time limitations set forth in the Village Code relating to the Land Use Approvals granted for the Proposed Development pursuant to Ordinance No. 2000-19,

the effectiveness and validity of all such Land Use Approvals shall be, and are hereby, extended for a period on one (1) year, until September 11, 2024.

(b) Except for the time extension granted pursuant to Section 2(a) of this Ordinance, all terms and provisions of Ordinance No. 2020-O-19 and the Village Code remain in full force and effect with respect to the Property and the Proposed Development.

SECTION THREE: 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 Applicant has caused duly authorized persons to execute and thereafter file with the Village their 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 Applicant does not so file the 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 all approvals granted in this Ordinance.

PASSED THIS 11th DAY OF September, 2023.


Ayes: Boyle, Herrmann, Korner, Martin, Turner

Nays: None

Absent: Cox

Abstain: None

APPROVED THIS 11th DAY OF September, 2023



President

ATTEST:



Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 1 IN COLLEGE PARK SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF ILLINOIS ROUTE 22, SHOWN ON THE ILLINOIS DEPARTMENT OF TRANSPORTATION PLAT OF HIGHWAYS FOR JOB NO. R91-023-01 AS PARCEL 1EH0004, WITH THE NORTHERNMOST EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 32 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE, 320.88 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE SOUTH 89 DEGREES 52 MINUTES 04 SECONDS EAST, 265.04 FEET TO THE EASTERNMOST EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 32 MINUTES 40 SECONDS EAST, ALONG LAST SAID EAST LINE, 368.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 04 SECONDS WEST, 418.72 FEET; THENCE NORTH 72 DEGREES 07 MINUTES 47 SECONDS WEST, 270.10 FEET; THENCE NORTH 58 DEGREES 19 MINUTES 02 SECONDS WEST, 43.04 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 40 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 591.94 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, ALONG SAID NORTH LINE, 94.14 FEET TO THE WEST LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION PARCEL; THENCE SOUTH 00 DEGREES 21 MINUTES 28 SECONDS WEST, 6.35 FEET TO THE SOUTH LINE OF SAID ILLINOIS DEPARTMENT OF TRANSPORTATION PARCEL; THENCE SOUTH 89 DEGREES 38 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 352.37 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

P.I.N. 16-18-304-010 (portion)

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section Three of Bannockburn Ordinance No. 2023-O-10 and to induce the Village of Bannockburn to grant the approvals provided for in such Ordinance, the undersigned acknowledge for the Owner and Developer and their respective successors and assigns in title to the Property that each of Owner and Developer:

1. Has read and understands all of the terms and provisions of said Ordinance No. 2023-O-10;
2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. 2023-O-10 and any amendments thereto; the Bannockburn Zoning Code; and all other applicable codes, ordinances, rules, and regulations;
3. 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 issuance of any approvals or permits for the use of the Property, and that the Village's issuance of any approval or permit does not, and shall not, in any way, be deemed to insure the Owner or Developer against damage or injury of any kind and at any time;
4. acknowledges that all public notices and hearings have been properly given and held with respect to the adoption of such Ordinance, has considered the possibility of the revocation provided for in such Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. 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 these parties in connection with the Property or any Village action respecting the Proposed Development of the Property or the Land Use Approvals, including without limitation the adoption of this Ordinance or granting the extensions of time pursuant to the Ordinance (or claims relating to any ordinance or code provision pursuant to which the Requested Relief is otherwise authorized), 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 Applicant hereby agrees to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims;
6. represents and acknowledges that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Applicant; and
7. reaffirms the Unconditional Agreement and Consent executed in connection with Ordinance No. 2020-O-19.

[SIGNATURES ON FOLLOWING PAGE]

TRINITY INTERNATIONAL UNIVERSITY

By: _____

Its: _____

ATTEST:

**OPUS DEVELOPMENT COMPANY,
LLC**

By: _____

Its: _____

ATTEST:
