

RESOLUTION 2014-053

**A RESOLUTION GRANTING APPROVAL TO THE JACOBS COMPANIES, LLC
TO LOCATE A DIRECTIONAL SIGN ON PUBLIC WORKS PROPERTY,
490 GREENLEAF DRIVE**

WHEREAS, the Jacobs Companies, LLC are developing "Poets Corner", a sixteen (16) unit townhome development located on the south side of Greenleaf Drive, approximately three blocks east of Butterfield Drive; and

WHEREAS, the Village is the owner of property where it maintains its Public Works property at the intersection of Greenleaf Drive and Butterfield Road, just three blocks west of the Property; and

WHEREAS, the Owner requested that the Village allow Owner to install a temporary non-illuminated four foot by four foot directional sign ("Directional Sign") on the Village's Public Works property to direct construction traffic and new customer traffic directly to the Property; and

WHEREAS, Owner desires to use the Public Works property and Directional Sign solely for the purpose of directing traffic to the development; and

WHEREAS, the Village is agreeable to Owner using the Public Works property for the Directional Sign, provided it is used in conformance with the bulk requirements of the Village Code of Ordinances and provided the conditions set forth in the license agreement are satisfied. Said license agreement is attached hereto as Exhibit A.

WHEREAS, the Board of Trustees, having reviewed and considered the request from The Jacobs Companies, LLC for the "Directional sign" at its Committee of the Whole meeting on April 1, 2014 found that placement of the sign is appropriate subject to the terms and conditions of the license agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, that the Village of Vernon Hills will allow The Jacobs Companies, LLC to install a directional sign on Public Works property, 490 Greenleaf Drive, subject to the following conditions:

1. Compliance with the terms and conditions set forth in the license agreement attached hereto as exhibit A.
2. Approval is hereby granted for a period not to exceed 2 years. The sign shall be removed by the developer no later than April 15, 2016, or when the development is complete, whichever comes first.
3. The sign shall be in accordance with the drawings titled, "Poets Corner" dated March 24, 2014.

4. The sign shall be in accordance with the aerial showing the proposed location, dated April 14, 2014.

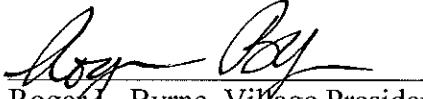
Dated the 15th day of April 2014

Adopted by roll call vote as follows:

AYES: 6 – Koch, Schwartz, Schultz, Hebda, Marquardt, Williams

NAYS: 0 - None

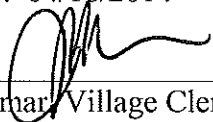
ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 04/15/2014

APPROVED: 04/15/2014

ATTEST: 04/16/2014



John Kalmar, Village Clerk

Exhibit A

License Agreement between the Village and the Jacobs Companies allowing placement of a directional sign on Public Works Property, 490 Greenleaf Drive

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this 16th day of April, 2014, by and between the VILLAGE OF VERNON HILLS, a home rule municipal corporation of Lake County, Illinois, 290 Evergreen Drive, Vernon Hills, Illinois 60061 (hereinafter called "the Village"), and The Jacobs Companies, LLC, an Illinois Limited Liability Company (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the Greenleaf Townhome property (as it was known at the time of approval of the townhome project) is located on the south side of Greenleaf Drive, approximately three blocks east of Butterfield Road in the Village of Vernon Hills, Illinois; and

WHEREAS, the Final Plat of Subdivision for the Greenleaf Townhomes was recorded in October of 2007, the legal description of which is attached as Exhibit "A" (the "Property"); and

WHEREAS, the original developer of the Townhome project completed most of the public improvements but was not able to commence construction of the townhome units; and

WHEREAS, a number of developers have contacted the Village from time to time regarding the approvals necessary to complete the townhome project but in the past six

and one half years no developer has been able or willing to start construction of the townhomes; and

WHEREAS, the Greenleaf Townhome project remains vacant; and

WHEREAS, the Owner recently purchased the Greenleaf Townhomes property (now known as Green Meadow); and

WHEREAS, the Property is located in the middle of a high density residential area with no visibility to a heavily travelled roadway; and

WHEREAS, the Village is concerned about construction traffic and new customer traffic interfering with the residential neighborhood; and

WHEREAS, the Owner is concerned about attracting new townhome buyers to the property; and

WHEREAS, the Owner is desirous of facilitating construction traffic in the most expeditious way possible so as to prevent congestion in the neighborhood; and

WHEREAS, the Village is the owner of property where it maintains its Public Works property at the intersection of Greenleaf Drive and Butterfield Road, just three blocks west of the Property; and

WHEREAS, the Owner requested that the Village allow Owner to install a temporary non-illuminated four foot by four foot directional sign ("Directional Sign") on the Village's Public Works property to direct construction traffic and new customer traffic directly to the Property; and

WHEREAS, Owner desires to use the Public Works property and Directional Sign solely for the purpose of directing traffic to the development; and

WHEREAS, the Village is agreeable to Owner using the Public Works property for the Directional Sign, provided it is used in conformance with the bulk requirements of the Village Code of Ordinances and provided the conditions set forth below are satisfied.

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, the parties agree as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this License Agreement as if fully set forth.
2. The Village grants to Owner a license to use that portion of the Public Works property as depicted on the Site Plan attached as Exhibit "A" for installation, operation and maintenance of the Directional Sign so long as Owner is not in default hereunder. Said license shall be for a period of twenty four (24) months, with a one year option in the sole discretion of the Village, or so long as Owner is not in default hereunder so long as it is only used as a Directional Sign, after which time this License will automatically terminate.
3. The Village may terminate this License upon thirty (30) days written notice based upon an alleged default of Owner.
4. Owner agrees to construct and maintain the Directional Sign in accordance with the Site Plan and Directional Sign Site planSite Plan attached hereto as Exhibit "A" and Exhibit "B " respectively.

5. Owner shall maintain the Directional Sign in good condition and in conformance with all applicable declarations, covenants, conditions, and restrictions as well as regulations of any governmental or quasi-governmental authority having jurisdiction over same. The failure to cure any default in accordance with Paragraph 2 above shall permit the Village to terminate this License after ten (10) days written notice to Owner.

6. Owner shall:

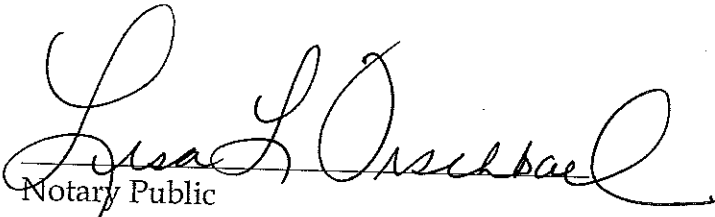
- a. Maintain the Licensed Premises in a neat, orderly and clean condition; and
- b. Maintain the Licensed Premises in a manner consistent with the public health, safety and welfare.
- c. Maintain the Licensed Premises in accord with the Vernon Hills Code of Ordinances.
- d. This License shall allow Owner the non-exclusive use of the portion of the Village's Public Works' property as shown on the Site Plan attached as Exhibit "A".
- e. This License granted hereby is subject to the Village's, and other applicable governmental agencies and any utility companies' lawful use of the Licensed Premises.

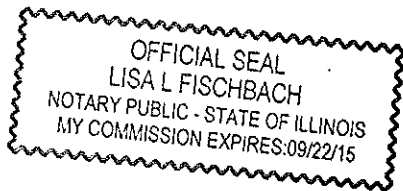
7. In executing this Agreement, Owner agrees to indemnify, defend and hold harmless the Village of Vernon Hills, and any of its elected officials, officers, agents,

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, LISA L FISCHBACH, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CHRIS DOWNEY, the PROJECT MANAGER of The Jacobs Companies, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Chris Downey signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of April, 2014.


Notary Public



Poets Corner Directional Sign Location Map

N



1 in = 20 ft



Directional Sign Location

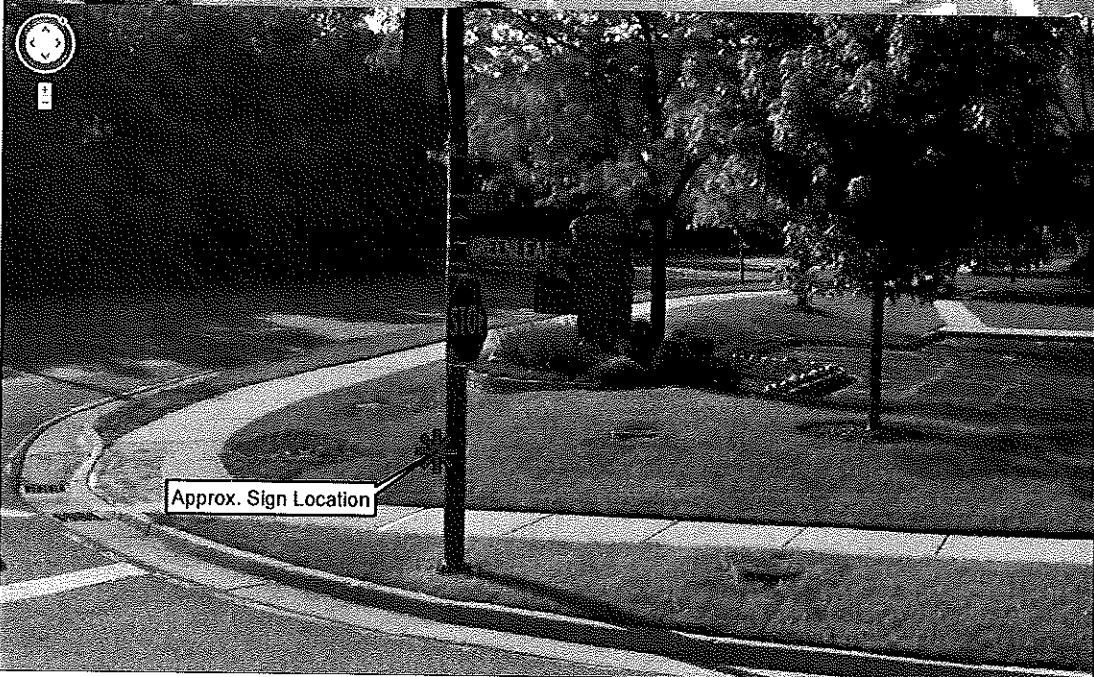
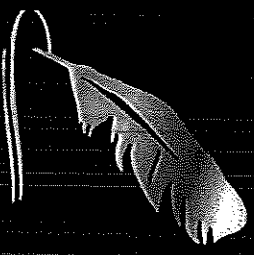



EXHIBIT A

Site Plan

48"



POETS CORNER

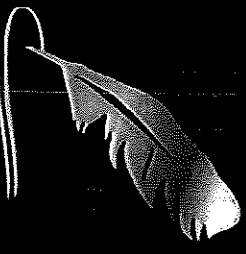


847-945-6500


Copyright 1989
THE JACOBS COMPANIES, LLC

48"

48"



POETS CORNER



847-945-6500

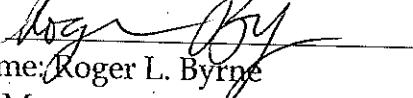
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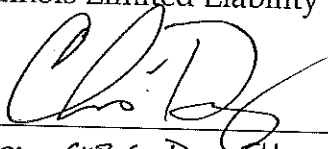
guests or employees and the successors, heirs and assigns thereof from any and all claims, liabilities, expenses, damages, liens, costs and judgments that might be sustained or incurred in any suit or other proceeding arising in whole or in part from the presence of the proposed sign, and/or from the action or inaction of Owner or any of its officers, agents and employees which action or inaction relate to any of the provisions of this agreement. Prior to commencing installation of the Directional Sign on the License Premises, Owner shall provide a certificate of insurance for general liability naming the Village of Vernon Hills as an additional insured, with such insurance to be in the amount of at least One Million Dollars (\$1,000,000.00).

8. Notwithstanding the foregoing, the Village reserves the right to demand the removal, remove, or cause the removal of the Directional Sign, with or without cause, after the expiration of fourteen (14) days from the date upon which written notice of the demand is served upon Owner, or at an earlier date in the event of an emergency, as determined in the sole discretion of the Village.

VILLAGE OF VERNON HILLS,
a municipal corporation

By: 
Name: Roger L. Byrne
Its: Mayor

The Jacobs Companies, LLC
an Illinois Limited Liability Company

By: 
Name: CHRIS DOWNEY
Its: PROJECT MANAGER