

**AN ORDINANCE GRANTING A SPECIAL USE FOR AN
INDOOR ATHLETIC FACILITY AT 2180 PLUM GROVE ROAD
(AXE CAPOEIRA)**

WHEREAS, Plum Grove Properties, LLC ("**Owner**") owns the property commonly known as 2180 Plum Grove Road within the City's C-2 Corridor Commercial zoning district, which property is legally described in **Exhibit A** to this Ordinance ("**Subject Property**"); and

WHEREAS, Axe Academy, Inc. dba Axe Capoeira ("**Operator**") desires to operate a capoeira studio within a tenant space at the Subject Property; and

WHEREAS, in order to allow Operator's capoeira studio to operate at the Subject Property ("**Business**"), Operator, with Owner's consent, requested that the City grant a special use permit to authorize the Business as an "indoor athletic facility" at the Subject Property (the "**Requested Relief**"); and

WHEREAS, the City's Planning and Zoning Commission ("**PZC**"), after notice was provided as required by law, conducted a public hearing on December 6, 2023 to consider the Requested Relief; and

WHEREAS, after taking and considering all testimony presented at the public hearing, the PZC made the findings of fact enumerated in **Exhibit B** and recommended that the City Council approve the Requested Relief; and

WHEREAS, the Corporate Authorities of the City of Rolling Meadows have determined that it would be in the best interest of the City to approve the Requested Relief in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

Section 1: Recitals. The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

Section 2: Grant of Special Use Permit. Pursuant to the standards and procedures set forth in Section 122-395 ("Special uses") and the City's home rule authority, and subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the City hereby approves a special use permit to allow the operation of the Business on the Subject Property.

Section 3: The Special Use granted in Section 2 of this Ordinance is hereby expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

- A. No Authorization of Work. The approvals granted pursuant to this Ordinance do not authorize the development, construction, reconstruction, alteration, demolition, or moving of any buildings or structures on the Subject Property, but merely authorize the preparation, filing, and processing of applications for any permits or approvals that may be required by the codes and ordinances of the City, including without limitation demolition and building permits.
- B. Compliance with Plans. Except for minor changes and site work approved by the Zoning Administrator, the Business and the Subject Property must be developed, used, and maintained in substantial compliance with the plans attached as **Exhibit C** (collectively "**Plans**").
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the Business, the Subject Property, and all operations conducted thereon and therein must comply at all times with all applicable federal, state, and City statutes, ordinances, resolutions, rules, codes, and regulations, including, without limitation, this Ordinance.

Section 4:

- A. The City shall not be obligated to issue, and may withhold, building permits, certificates of occupancy, and other approvals that do not completely comply with and satisfy the conditions, restrictions, and provisions of this Ordinance.
- B. Upon failure or refusal of the Operator to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Special Use granted in Section 3 of this Ordinance may, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void and of no force and effect.

Section 5: The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for and inure to the benefit of and run with and bind the Subject Property, unless otherwise explicitly set forth in this Ordinance.

Section 6: Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

Section 7:

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
 - i. Passage by the Corporate Authorities of the City of Rolling Meadows in the manner required by law;
 - ii. Publication in pamphlet form in the manner required by law; and,

iii. The filing by Owner and Operator with the City Clerk, for recording in the Office of the Cook County 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. The unconditional agreement and consent must be executed by the Owner and Operator. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit C**.

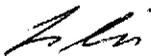
B. In the event that Owner and Operator do not file with the City Clerk the unconditional agreement and consent required by Paragraph 7.A.iii of this Ordinance within 60 days after the date of final passage of this Ordinance, the Corporate Authorities will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 19th day of December, 2023.

AYES: Koehler, McHale, Budmats, O'Brien, Vinezeano, Boucher

NAYS: 0

ABSENT: Reyez



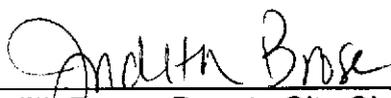
Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 21st day of December, 2023.



Judith Brose, Deputy City Clerk

Exhibit A

Legal Description of Subject Property

(Commonly Known As 2121 Euclid Avenue)

THAT PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS LYING NORTHEASTERLY OF THE CENTER LINE OF KIRCHOFF ROAD AND WESTERLY OF THE WEST LINE OF LOTS TWO HUNDRED THIRTY-FOUR (234) AND TWO HUNDRED THIRTY-FIVE (235) IN PLUM GROVE COUNTRYSIDE UNIT #9 ACCORDING TO THE PLAT THEREOF REGISTERED JANUARY 24, 1963 AS DOCUMENT NUMBER 2074998 EXTENDED SOUTH TO THE CENTER LINE OF SAID KIRCHOFF ROAD AND LYING SOUTHERLY OF THE SOUTH LINE OF EUCLID AVENUE, ACCORDING TO THE AFORESAID PLUM GROVE COUNTRYSIDE UNIT #9 (EXCEPT THE WEST FIFTY (50) FEET THEREOF AND EXCEPT THE PROPERTY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALD (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION; THENCE SOUTH 0 DEGREES-2'30" EAST, ALONG THE EAST LINE THEREOF, 8.25 CHAINS (544.50 FEET); THENCE SOUTH 27 DEGREES - 30' WEST, 631.14 FEET TO THE CENTERLINE OF CENTER ROAD; THENCE NORTH 62 DEGREES - 30' WEST ALONG SAID CENTER LINE 1058.92 FEET TO A POINT SOUTH 62 DEGREES - 30' EAST, ONE HUNDRED NINE (109) FEET FROM A POINT ON THE WEST LINE OF SAID SECTION, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN BEING DESCRIBED; THENCE NORTH 1 DEGREE = 36' EAST, 151.60 FEET; THENCE NORTH 70 DEGREES - 13' WEST, 107.25 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, 137.50 FEET NORTH FROM THE CENTER LINE OF SAID ROAD; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION TO THE CENTER LINE OF SAID ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF SAID ROAD ONE HUNDRED NINE (109) FEET TO THE PLACE OF BEGINNING; AND (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND TAKEN AS A WHOLE TO THE EAST TEN (10) FEET THEREOF) AND EXCEPTING THEREFROM THAT PARK TAKEN FOR HIGHWAY PURPOSES THROUGH CONDEMNATION JUDGMENT ORDER ENTERED IN CASE #75L2114 REGISTEED AS DOCUMENT #2993219.

EXHIBIT B

PZC's Adopted Findings of Fact

Amendment Standards

Standard 1) Potential impacts: *The amendment shall not adversely impact existing land uses in proximity to a subject property, or, in the case of a text amendment, the overall zoning district purpose or intent of a code section proposed for amendment. The amendment should not unreasonably affect the value, use and enjoyment of nearby properties.*

Findings: The granting of a special use permit for use by Axe Capoeira Academy will in no way have a negative impact on the general health, safety, and welfare of the general area and overall community, nor will it unduly impact adjacent or nearby properties. Conversely, Axe Capoeira Academy will bring diversity, inclusion, and many other positive attributes to the Suburbs from its original location in the City. In this day and age of division, there is nothing that can bring people closer together than an infusion of another culture, something that has been proven in the area surrounding the original location. We will promote good health, both mentally and physically, which is sorely needed in this world.

Standard 2) Trend of development/consistency: *Map amendments should be a logical extension of the trend of development in the area around the subject property, or consistent with the approved comprehensive plan. In the case of a text amendment, the amendment shall be consistent with the overall zoning district purpose or intent of a code section proposed for amendment.*

Findings: Axe Capoeira will confirm its operations according to the recommendations and intent of the City's comprehensive plan, Official Map, and all other plans and policies adopted by the City. The operation itself is flexible in how it is carried out and can be adapted, as reasonably necessary, should the need arise. The academy has shown success with this in its original location in the City of Chicago, which has seen plans, etc. change and adapt to the current times. There is nothing about the operation of the Academy that is not flexible and alterable depending on the need.

Standard 3) Externalities: *Relevant physical or market conditions that may have changed to make the existing zoning of a property inappropriate, or that make the proposed text amendment necessary for this chapter to be in keeping with the desirable development of the city shall be specified.*

Findings: The proposed permit will allow Axe Academy to bring diverse cultural educational classes to the Suburbs after excelling in the City. There will be no interference with the use and development of adjacent or nearby properties during the time Axe occupies the leased space.

Standard 4) City plans: *Amendments should be consistent with the City's Comprehensive Plan, Official Map, and all other plans and policies adopted by the city.*

Findings: There are adequate public facilities on the property to allow Axe Academy to conduct its business with no undue overuse or impact on the City or adjacent properties.

Standard 5) Zoning appropriateness: *The extent to which use of the subject property (or relevant properties in the case of a text amendment) is diminished by the current zoning standards or designation and is no longer suitable for the underlying zoning shall be specified.*

Findings: Axe Academy ensures that the on-site development design will be understandable to users (as this will be its second location) and maintainable

EXHIBIT C

Unconditional Agreement and Consent

TO: The City of Rolling Meadows, Illinois ("**City**");

WHEREAS, Plum Grove Properties, LLC ("**Owner**") owns the property commonly known as 2180 Plum Grove Road within the City's C-2 Corridor Commercial zoning district, which property is legally described in the attached **Exhibit A** ("**Subject Property**"); and

WHEREAS, Axe Academy, Inc. dba Axe Capoeira ("**Operator**") desires to operate a capoeira studio within a tenant space at the Subject Property; and

WHEREAS, in order to allow Operator's capoeira studio to operate at the Subject Property ("**Business**"), Operator, with Owner's consent, requested that the City grant a special use permit to authorize the Business as an "indoor athletic facility" at the Subject Property (the "**Requested Relief**"); and

WHEREAS, Ordinance No. 23-___, adopted by the Corporate Authorities of the City of Rolling Meadows on December __, 2023, ("**Ordinance**") grants the Requested Relief for the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and,

WHEREAS, Subsection 7.A.iii of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and Operator file with the City Clerk, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance.

NOW, THEREFORE, Owner and Operator each hereby agree and covenant as follows:

1. The Owner and Operator each hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner and Operator each acknowledge that 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 a denial of any procedural right.
3. The Owner and Operator each acknowledge and agree that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the use of the Subject Property, including, without limitation, the special use permits approved in the Ordinance, and that the City's issuance of any such permits or approvals does not, and will not, in any way, be deemed to insure the Owner or Operator against damage or injury of any kind and at any time.

4. The Owner and Operator agree to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City 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 the operation and use of the Business and the Subject Property, or the City's adoption of the Ordinance.
5. By signing, the Owner and Operator, or the individual(s) signing on their behalf, represents, warrants, and guarantees that they have the legal authority to bind the respective party pursuant to the terms of this Unconditional Agreement and Consent.
6. This Unconditional Agreement and Consent may be executed in counterparts, and all counterparts together shall constitute one instrument.

Dated: _____, _____.

ATTEST:

OWNER

PLUM GROVE PROPERTIES, LLC

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

OPERATOR

AXE ACADEMY, INC.

dba Axe Capoeira

By: _____

By: _____

Its: _____

Its: _____