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Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 10/28/2003 10:41 AM Pg: 1 of 15

Prepared by:
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive, #1660
Chicago, Illinois 60606

[Above space for Recorder's Office]

RECORDING COVER SHEET

FOR

Resolution No. R225-03 – Annexation Agreement

P.I.N.: 04-14-400-022-0000, 04-14-400-023-0000, 04-14-404-001-0000, 04-14-404-002-0000,
04-14-405-001-0000, 04-14-405-002-0000, 04-14-405-003-0000, 04-14-406-001-0000,
04-14-406-002-0000, 04-14-406-003-0000, 04-14-406-004-0000, 04-14-407-017-0000 and
04-14-400-021-0000

After recording return to: RECORDER'S BOX 324 [PB]

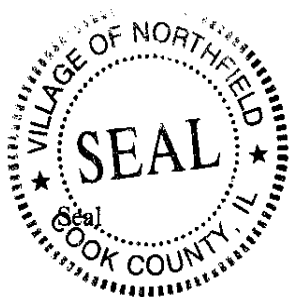
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I, Mark J. Morien, duly appointed Village Clerk of the Village of Northfield, Cook County, Illinois do hereby certify that the attached is a true and complete original Resolution No. R225-03 authorizing the execution of the annexation agreement for Sunset Ridge Country Club territory to the Village of Northfield, Cook County, Illinois, to be recorded.

Commonly known as 2100 Sunset Ridge Road, Northfield, Illinois

Real Estate Index Numbers Number 04-14-400-022-0000, 04-14-400-023-0000, 04-14-404-001-0000, 04-14-404-002-0000, 04-14-405-001-0000, 04-14-405-002-0000, 04-14-405-003-0000, 04-14-406-001-0000, 04-14-406-002-0000, 04-14-406-003-0000, 04-14-406-004-0000, 04-14-407-017-0000 and 04-14-400-021-0000



Mark J. Morien
Mark J. Morien, Village Clerk

MJM:ms
10-16-03



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RESOLUTION NO. _____ R225-03
 VILLAGE OF NORTHFIELD
 COOK COUNTY, ILLINOIS

**A RESOLUTION AUTHORIZING THE EXECUTION
 OF THE ANNEXATION AGREEMENT FOR
 CERTAIN PROPERTY LOCATED IN
 UNINCORPORATED COOK COUNTY AND
 KNOWN AS THE SUNSET RIDGE COUNTY CLUB
 NORTHFIELD, ILLINOIS**

Preamble

The Corporate Authorities of the Village of Northfield, Cook County, Illinois, held a public hearing on the 9th day of October, 2003, to consider an Annexation Agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Northfield. The Agreement is entitled "Annexation Agreement," and a true and correct copy is attached and made a part of this Resolution as **Exhibit A** (the "Annexation Agreement").

The public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity.

The Corporate Authorities of the Village of Northfield, Cook County, Illinois have determined that it is in the best interests of the Village of Northfield that the Annexation Agreement be entered into by the Village of Northfield:

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northfield, Cook County, Illinois, as follows:

SECTION 1: This President and Board of Trustees of the Village of Northfield find that it is in the best interests of the Village of Northfield and its residents that the Annexation Agreement be entered into and executed by the Village. The Annexation

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Agreement is substantially in the form attached to and made a part of this Resolution as

Exhibit A.

SECTION 2: The President and Clerk of the Village of Northfield, Cook County, Illinois, are authorized to execute on behalf of the Village of Northfield the Annexation Agreement; provided, however, that all of the other parties to the Agreement have properly signed and executed it.

SECTION 3: This Resolution shall be published and the Annexation Agreement shall be recorded as provided by law.

SECTION 4: This Resolution shall take effect from and after its passage, approval and publication in the manner provided by law.

PASSED this 9th day of October, 2003, by the Corporate Authorities of the Village of Northfield, on a roll call vote as follows:

AYES: Robinson, Sabanty, Lucchesi, Karnes, Whiteman = 5

NAYS: 0

ABSENT: Allen, Moore = 2

APPROVED this 9th day of October, 2003.



Donald K. Whiteman, Village President

ATTEST:


Mark J. Mofien, Village Clerk

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EXHIBIT A

BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF NORTHFIELD

IN THE MATTER OF THE)
ANNEXATION OF SUNSET)
RIDGE COUNTRY CLUB)
TO THE VILLAGE OF)
NORTHFIELD)

ANNEXATION AGREEMENT

WHEREAS, Sunset Ridge Country Club, an Illinois corporation, is the owner of property legally described in Exhibit A attached hereto and made a part hereof ("Subject Property"), which property is located in unincorporated Cook County and is contiguous to the Village of Northfield; and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, it is the desire of the owner of said property to annex the Subject to the Village of Northfield ("the Village") pursuant to the provisions of 65 ILCS 5/7-1-8 and further conditioned upon an Annexation Agreement adopted pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, a written petition under oath signed by the owner of the Subject Property has been filed with the Village Clerk of the Village of Northfield; and

WHEREAS, the Subject Property is presently located in the Northbrook Rural Fire Protection District, the Winnetka/Northfield Public Library District and Northfield Township; and

WHEREAS, the Districts and the Township have been notified in writing by certified mail or registered mail, at least ten days in advance of any action being taken for annexation; and

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WHEREAS, the Corporate Authorities of the Village will report by certified or registered mail the annexation of the Subject Property to the election authorities having jurisdiction and the post office branches serving the territory within thirty (30) days of the annexation of the territory; and

WHEREAS, the Corporate Authorities of the Village have determined that the annexation of the Subject Property is in the best interests of the Village; and

WHEREAS, Sunset Ridge Country Club has determined that the best interests of the corporation will be served by the annexation of said territory to the Village of Northfield, which will enable the Club to secure municipal water;

WHEREAS, notice of hearing on this Annexation Agreement has been given at the time and manner provided by law; and

WHEREAS, all public hearings as required by law have been held on this Annexation Agreement;

NOW, THEREFORE, IT IS AGREED by and between **SUNSET RIDGE COUNTRY CLUB**, an Illinois corporation and the **VILLAGE OF NORTHFIELD**, a municipal corporation, as follows:

1. The Subject Property shall be annexed to the Village of Northfield pursuant to the provisions of 65 ILCS 5/7-1-8 and the appropriate ordinance will be adopted immediately subsequent to the approval of this Agreement.

2. Pursuant to the provisions of Article V of the Zoning Ordinance of the Village of Northfield, the Subject Property shall be classified on annexation to the R-1 Single Family Dwelling District.

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3. The present use of the subject property is for a country club with ancillary and accessory uses, including but not limited to a clubhouse, fitness center, banquet facilities, caddy program, tennis program, golf course, golf program, pro shop, golf range, swimming pool, pool house, paddle tennis, skeet and trap shooting, valet lot and such other uses as are ordinarily and customarily at the Country Club.

4. Upon annexation, the present use of the Subject Property shall become a legal, nonconforming use and may continue as such. However, when the status as a nonconforming use, as the term is commonly understood or is defined by the Northfield Zoning Ordinance, as currently enacted or as subsequently amended, shall conflict with this Agreement, the Agreement shall control. The Village further agrees that any non-conforming structure existing on the property may be enlarged, extended, expanded or structurally altered, notwithstanding anything to the contrary contained in the Northfield Zoning Ordinance, as currently enacted or as subsequently amended, as applicable to non-conforming uses. The Village further agrees that if any building or structure on the property which is non-conforming as of the date hereof, is damaged or destroyed, in whole or in part, by fire, flood, wind or other calamity or Act of God, such building or structure may be restored and its previous use resumed, notwithstanding anything to the contrary contained in the Northfield Zoning Ordinance, as currently enacted or as subsequently amended, as applicable to non-conforming uses. This paragraph 4 shall be subject to the following:

A. Should the nonconformity arise from any height or setback encroachment matter, the degree of that specific nonconformity may not be increased.

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B. There must be compliance with all Village of Northfield building and life safety codes.

5. The Club shall be allowed, without interference from the Village, to continue its current use of the Subject Property and the current use of the structures situated on the Subject Property which the Village acknowledges the Club has been using for over fifty years. The Village recognizes that up to twenty-five (25) persons above the age of 18 years are presently employed by the Club and live in dormitory rooms located on the premises. That such use having been established shall continue as a legal nonconforming use or part of a special use, if granted; provided, however, the Club agrees not to construct any additional dormitory rooms on the premises during the term of this Agreement. The parties further represent that none of those individuals are electors within the meaning of the state annexation statute. The Corporate Authorities of the Village will amend the liquor license provisions of the Village Code to provide for a liquor license available for use by the Club and further providing that the license shall contain at 2:00 A.M. closing provision. It is the understanding of the parties that only the Local Liquor Control Commissioner has lawful authority to issue such a license but the Board of Trustees has the authority to provide for the existence of such a license.

6. The Club is considering the renovation of a portion of the existing Clubhouse and parking lot (the "Renovation Project") as shown on the plans and drawings submitted by the Club to the Village in connection with its application for annexation. Provided that the Renovation Project satisfies any retention or detention conditions or requirements imposed by the Metropolitan Water Reclamation District, the Village will not impose any separate retention and detention requirements in connection

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therewith. Subject to issuance of all required building permits from the Village, the Club shall be permitted to construct the Renovation Project as a nonconforming structure. The Club shall have the right to remove any of its existing buildings or portions of buildings. The Village and Club agree that during the construction of the Renovation Project, the Club will require and shall be allowed to locate on the Subject Property without obtaining any other permit, a construction trailer, an office trailer for the conduct of the Club's day-to-day business and a food service trailer to permit the preparation and serving of food while the Club house kitchen facilities are undergoing renovation.

7. Subject to the following, the Village shall supply fresh, potable water to the Subject Property in quantities and pressure sufficient in all respects to serve the needs of the Subject Property. The Club will be responsible for constructing a water main extension from the Kraft site looping to Sunset Ridge Road and shall bear the cost of such construction and connection. The Village agrees that it shall reimburse the Club for the cost of the construction and connection of the new water main, including costs of engineering and restoration, in seven equal annual payments. These payments shall continue until such time as the Club has been reimbursed for all costs incurred by the Club for the new water main extension, provided, however, the amount of such reimbursement shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). The Club agrees to provide the Village with copies of invoices, statements and such other documents as reasonably requested by the Village to verify the costs incurred by the Club.

8. The Village recognizes that the Club has maintained a seasonal gun club for over 50 years. The Club shall be allowed to continue conducting skeet, trap and

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other similar shooting sports on the Subject Property from the months of November through March on Saturdays and Sundays and on the Friday after Thanksgiving and the Friday falling between the Christmas and New Year Holidays from 10:00 A.M. to 3:00 P.M., provided, however that such shooting shall be restricted to the use of shotguns.

9. The Club shall be allowed to conduct raffles, golf tournaments, card tournaments, firework display, outdoor concerts, indoor concerts, boxing, barbeques and valet lot as currently undertaken without obtaining an additional permit from the Village unless specifically required by state statute.

10. All structures located on the Subject Property may remain in their current condition and use, including the fence surrounding the in-ground swimming pool, and may be restored, altered, enlarged, extended or expanded as provided in Paragraph 4 hereof.

11. The Village agrees that it will not require any general relocation of trees, plants, vegetation or landscaping or place any future forestry requirements upon the Club so long as the current use of the property continues.

12. The Club will be permitted to use the existing wells for watering purposes and other non-domestic water uses provided that an appropriate backflow prevention device is installed on the Village service. All reduced pressure zone backflow devices must be installed and tested in accordance with Code. The Club recognizes that the Village purchases its water from the Village of Winnetka. If the Village is required by Winnetka to conduct a water study on account of the Club's municipal water usage, the Club shall pay for that study.

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13. Upon execution of this Agreement, the Subject Property will be subject to all applicable ordinances and regulations of the Village effective on this date, except as otherwise specifically provided herein. The parties agree that any construction or rehabilitation to buildings and facilities on the Property shall be subject to the 1999 BOCA Code as adopted by the Village on the date of this Agreement and no amendments to said Code shall be applicable to the Property during the term of this Agreement. In the event of conflict between the terms of this Agreement and any codes or ordinances, the terms of this Agreement shall govern.

14. This Annexation Agreement shall be binding upon the parties, their successors and assigns for a period of twenty years from the date of its approval and may be amended from time to time by Agreement of the parties as provided by law. This Agreement shall run with the land and shall be recorded with the Recorder of Deeds of Cook County.

15. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action of law or in equity to secure the performance of its covenants.

16. The Village will, upon the request of the Club and after all applicable public notices and hearings as may be required, either (i) adopt a text amendment to its Zoning Ordinance substantially in the form of Exhibit B attached hereto, or (ii) consider, upon application of the Club, the granting of a special use encompassing the activity on the Subject Property as herein described.

17. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement or any part is for any reason held to be unconstitutional or invalid or

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EXHIBIT. A

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portion of this Agreement or any part thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

9th day of October, 2003.

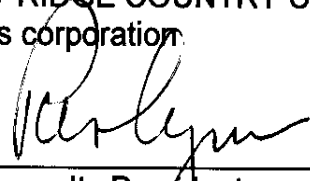
AYES: Robinson, Sabanty, Lucchesi, Karnes, Whiteman = 5

ABSENT: Allen, Moore = 2

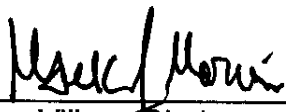
VILLAGE OF NORTHFIELD,
a municipal corporation

SUNSET RIDGE COUNTRY CLUB,
an Illinois corporation

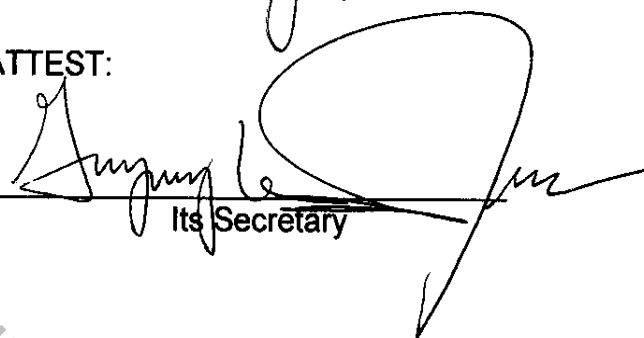
By: 
Village President

By: 
Its President

ATTEST:


Village Clerk

ATTEST:


Its Secretary

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 6 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, DESCRIBED AS THAT PART OF THE NORTHEAST QUARTER OF AFORESAID SECTION 14 DESCRIBED AS FOLLOWS:

BEGINNING 10 RODS NORTH OF THE CENTER SECTION 14; THENCE EAST 40 RODS; THENCE NORTH, 40 RODS; THENCE WEST, 40 RODS; THENCE SOUTH, 40 RODS TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 (EXCEPT THE EAST 293.00 FEET) IN THE COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF AFORESAID SECTION 14 (EXCEPT THE EAST 293.00 FEET).

PARCEL 3:

LOT 15 IN COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO DESCRIBED AS THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14 AND THE WEST 5 ACRES OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 4:

LOT 17 IN COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE SOUTH 20 ACRES OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 5:

LOTS 18, 19, 20, 21 AND 22 IN THE COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 6:

LOT 23 IN THE COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 7:

LOTS 1 TO 4, INCLUSIVE, LOTS 5 TO 8, INCLUSIVE, AND LOTS 9 AND 10, IN S. H. PUTMAN JUNIOR'S SUBDIVISION OF PARTS OF LOTS 26 AND 27, IN COUNTY CLERK'S DIVISION OF SECTION 14, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE EAST QUARTER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AFORESAID EAST QUARTER; THENCE EAST IN THE AFORESAID NORTH LINE OF AFORESAID SOUTH HALF OF THE SOUTH HALF, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTHWESTERLY, A DISTANCE OF 112.97 FEET TO A POINT IN THE WEST LINE OF AFORESAID EAST QUARTER THAT IS 80.00 FEET SOUTH OF THE POINT OF

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BEGINNING; THENCE NORTH IN THE WEST LINE OF AFORESAID EAST QUARTER, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

AND ALSO:

THAT PORTION OF SUNSET RIDGE ROAD LYING EASTERLY OF PARCELS 4, 5 AND 6, NOT PREVIOUSLY ANNEXED TO THE VILLAGE O NORTHFIELD, COOK COUNTY, ILLINOIS .

REAL ESTATE INDEX NUMBERS 04-14-400-022, 04-14-400-023, 04-14-404-001, , 04-14-404-002, 04-14-405-001, 04-14-405-002, 04-14-405-003, 04-14-406-001, 04-14-406-002, 04-14-406-003, 04-14-406-004, 04-14-407-017 and 04-14-400-021

Property of Cook County Clerk's Office

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EXHIBIT B

TO BE ATTACHED

Property of Cook County Clerk's Office

