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ORDINANCE NO. 06-62

AN ORDINANCE GRANTING A
SPECIAL PERMIT FOR THE OPERATION OF A LIQUOR STORE WITH ACCESSORY FOOD
SALES
AT 899 SKOKIE BOULEVARD
SUITE 102

(PANTHEON WINE SOCIETY)
(PLAN COMMISSION DOCKET NO. 06-34)

Passed by the Board of Trustees, October 24, 2006

Printed and Published, October 25, 2006

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

/s/ Debra J. Ford
Village Clerk

Box 337

2006

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ORDINANCE NO. 06-62

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

AN ORDINANCE GRANTING A
SPECIAL PERMIT FOR THE OPERATION OF A LIQUOR STORE WITH ACCESSORY FOOD
SALES
AT 899 SKOKIE BOULEVARD
SUITE 102

(PANTHEON WINE SOCIETY)
(PLAN COMMISSION DOCKET NO. 06-34)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Pantheon Wine Society, LLC ("*Applicant*"), proposes to lease an approximately 1,982 square foot suite within a building located at 899 Skokie Boulevard ("*Property*"). The Applicant proposes to operate a liquor store with accessory food sales ("*Facility*") on the Property, and has requested that the Village grant a special permit to allow the Facility to operate on the Property. The Bank of Waukegan as Trustee under Trust agreement dated April 1, 1993 and known as Trust Number 3886 is the legal title owner of the Property ("*Owner*") and has consented to this request.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 899 Skokie Boulevard and is legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance. The Property is located within the O-3 General Office District.

Section 3. PUBLIC HEARING.

A public hearing was duly advertised on September 28, 2006 in the *Northbrook Star* and held at the Plan Commission's regular meeting on October 17, 2006. On October 17, 2006, the Plan Commission recommended approval of the application by adoption of Resolution No. 06-PC-20.

Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit to allow the operation of a liquor store with accessory food sales (Northbrook SIC No. 5920.01) on the Property shall be, and is hereby, granted to the Applicant in accordance with and pursuant to Section 11-602 of the Northbrook Zoning Code (1988), as amended ("*Code*") and the home rule powers of the Village of Northbrook.

Section 5. CONDITIONS OF THE SPECIAL PERMIT.

The special permit granted in Section 4 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon each of the following terms, conditions, and restrictions:

- A. Special Permit Period. The special permit shall be valid for an initial period of five years; provided, however, that the term of the special permit shall automatically expire upon

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termination of the Applicant's lease if such lease terminates without renewal prior to the end of the five year term.

B. Hours of Operation. The facility shall have normal business hours, with the exception of wine tastings, limited to 10:00 AM to 6:00 PM, Monday through Friday, and 10:00 AM to 5:00 PM on Saturdays.

C. Other Codes. The Applicant will comply with all relevant and applicable codes and ordinances, including building, fire, and alcoholic beverage matters.

D. Signage. Signage shall be limited to the following, which shall be subject to the applicable provisions of the Code:

- a. one name listing on the existing freestanding sign for the Property; and
- b. one wall sign.

Section 6 FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the approval of the special permit unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the O-3 General Office District, as the same may, from time to time, be amended. Further, in the event of such revocation of the approval of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by this Section is given.

Section 7. AMENDMENT TO THE SPECIAL PERMIT.

Any amendment to the special permit granted in Section 4 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Code.

Section 8 BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance are for the sole benefit of, and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant.

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Section 9 EFFECTIVE DATE.

- events:
- A. This Ordinance shall be effective only upon the occurrence of all of the following
- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
 - ii. publication in pamphlet form in the manner required by law;
 - iii. the filing by the Applicant and Owner with the Village 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, and demonstrating the Owner's consent to the terms of the Ordinance and its recordation. Said unconditional agreement and consent shall be in the form of *Exhibit B*, attached to and, by this reference, made a part of this Ordinance;
 - iv. submission by the Applicant to the Village Clerk of a memorandum of lease or other evidence of a valid and current lease between the Applicant and the Owner; and
 - v. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant and Owner do not file with the Village Clerk (1) a fully executed copy of the unconditional agreement and consent referenced in Section 9.A.iii of this Ordinance, and (2) the evidence of a valid and current lease referenced in Section 9.A.iv of this Ordinance, within 90 days after the date of passage of this Ordinance by the corporate authorities, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED: This 24th day of October, 2006.

AYES: (6) Trustees Frum, Karagianis, Buehler, Scolaro, Heller, and Kole

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST:

/s/ Eugene Marks
Village President

/s/ Debra J. Ford
Village Clerk

UNOFFICIAL COPY**EXHIBIT A****Legal Description of Property****PARCEL ONE:**

LOTS EIGHT, NINE AND TEN IN BLOCK TWO AND ALL OF BLOCK THREE EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID BLOCK THREE, 9.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK THREE, TO A POINT IN THE EAST LINE OF SAID BLOCK THREE, 15.75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK THREE, IN HUGHES-BROWN-MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN, TOWNSHIP FORTY-TWO NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PORTION OF VACATED SUNSET RIDGE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TEN IN BLOCK TWO AFORESAID; THENCE EAST ALONG THE EXTENSION EAST OF THE NORTH LINE OF SAID LOT TEN, FOR A DISTANCE OF 20.0 FEET; THENCE SOUTH ALONG A LINE OF 20.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SUNSET RIDGE ROAD, SAID LINE BEING 30.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION ELEVEN, AFORESAID, FOR A DISTANCE OF 370.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID WEST LINE OF SUNSET RIDGE ROAD, SAID POINT BEING 15.75 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK THREE, AFORESAID; THENCE NORTH ALONG SAID WEST LINE OF SUNSET RIDGE ROAD, 380.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

ALL THAT PART OF VACATED SHERIDAN PLACE LYING WEST OF THE WEST LINE OF SUNSET RIDGE ROAD, EAST OF THE EAST LINE OF SKOKIE BOULEVARD AND LYING BETWEEN BLOCKS 2 AND 3 IN HUGHES-BROWN-MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA, AFORESAID; EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 899 Skokie Boulevard, Northbrook, Illinois

P.I.N.: 04-11-204-018-0000

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EXHIBIT B

Unconditional Agreement and Consent of the Applicant and the Owner

TO: The Village of Northbrook, Illinois ("*Village*");

WHEREAS, Pantheon Wine Society, LLC ("*Applicant*"), is the lessee of an approximately 1,982 square foot suite within a building located at 899 Skokie Boulevard ("*Property*"), and the Bank of Waukegan as Trustee under Trust Agreement dated April 1, 1993 and known as Trust Number 3886 is the legal title owner of the Property ("*Owner*"); and

WHEREAS, the Property is located within the O-3 General Office District, in which a liquor store with accessory food sales is allowed only as a special permit use; and

WHEREAS, the Applicant has applied for a special permit for the operation of a liquor store with accessory food sales ("*Facility*") at the Property; and

WHEREAS, Ordinance No. 06-62, adopted by the President and Board of Trustees of the Village of Northbrook on October 24, 2006 ("*Ordinance*"), grants approval of such special permit, subject to certain conditions, for the benefit of the Applicant; and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and the Owner desires to evidence its consent to the Ordinance and its recordation;

NOW THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 06-62, adopted by the Village Board of Trustees on October 24, 2006.
2. The Applicant 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 review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
3. The Applicant acknowledges that the public notices and hearing have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by Section 6 of the Ordinance is given.
4. The Applicant 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 such parties in connection with (a)

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the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by the Applicant of its obligations under this Unconditional Consent and Agreement.

5. The Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

The Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

ATTEST:

By: *Sergio F. Amato*

ITS: MEMBER

PANTHEON WINE SOCIETY, LLC

By: *Johnson C. Ho*

ITS: Member

SUBSCRIBED and SWORN to
before me this 26th day of
October, 2006.

Martina M. Dehn
Notary Public



ATTEST:

NCRSTATES BANK F/K/A
THE BANK OF WAUKEGAN AS
TRUSTEE UNDER TRUST
AGREEMENT DATED APRIL 1, 1993
AND KNOWN AS TRUST NUMBER
3886 AND NOT PERSONALLY OR
INDIVIDUALLY.

By: *Jayne J. Stuchville*

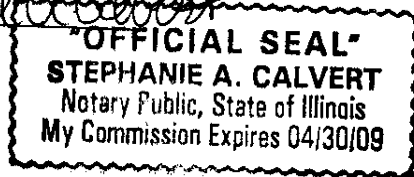
ITS: AUTHORIZED OFFICER

By: *Barbara Richter*

ITS: TRUST OFFICER

SUBSCRIBED and SWORN to
before me this 31st day of
October, 2006.

Stephanie A. Calvert
Notary Public



RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

AS EXHIBIT "C"

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TRUSTEE EXONERATION RIDER EXHIBIT "C"

This ORDINANCE GRANTING A SPECIAL PERMIT FOR THE OPERATION OF LIQUOR STORE WITH ACCESSORY FOOD SALES EXECUTED BY **NORSTATES BANK F/K/A BANK OF WAUKEGAN**, not personally or individually, but as Trustee under Trust Agreement dated April 1, 1993 known as Trust No. 3886 in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements including environmental conditions, duties, or obligations concerning the property herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements including any environmental conditions, duties, or obligations concerning the premises of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants undertakings and agreements including environmental conditions, duties, or obligations concerning the premises whether under any federal, state, or local statute, rule, regulation, or ordinance or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against the **NORSTATES BANK F/K/A BANK OF WAUKEGAN** under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties herein and all persons claiming by through or under said parties. The beneficiaries of this trust have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any or of any environmental condition, duties, or obligations concerning the property whether under any federal, state or local statute, rule, regulation ordinance.