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Eugene "Gene" Moore
Cook County Recorder of Deeds
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Ordinance 2011-41

**An Ordinance Approving the Renewal of 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. 11-08)**

Passed by the Board of Trustees, 11/8/2011
Printed and Published 11/8/2011

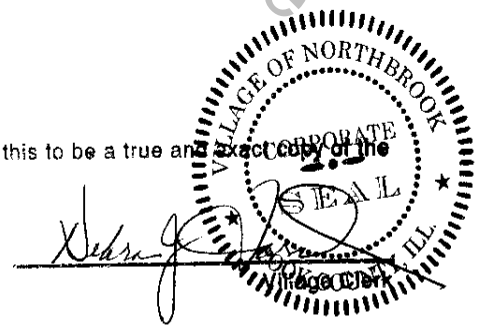
Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

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

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and
original

1-4-12
Date



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Ordinance 2011-41

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 Approving the Renewal of 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. 11-08)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

On October 24, 2006, the Corporate Authorities adopted Ordinance No. 06-62 granting Pantheon Wine Society, LLC a special permit for the operation of a liquor store with accessory food sales ("*Facility*") at 899 Skokie Boulevard Suite 102, which is legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance ("*Property*"). NorStates Bank as Successor to Bank of Waukegan as Trustee u/t/a dated April 1, 1993 is the owner of the Property ("*Owner*").

The special permit granted by Ordinance No. 06-62 has a five-year term that was set to expire on November 8, 2011. Pantheon Wine Society, LLC ("*Applicant*"), has submitted an application requesting a renewal of the special permit granted in Ordinance No. 06-62 pursuant to Subsection 11-602 K of the Northbrook Zoning Code (1988), as amended ("*Zoning Code*"). The Applicant has also requested that the hours of operation set forth in Section 5 of Ordinance No. 06-62 be extended and that the term limitation also be extended from five years to ten years. The Owner consents to the Applicant's request. The President and the Board of Trustees have determined that the changes requested by the Applicant constitute minor modifications to the special permit.

The Facility has operated since 2006 without incident and the President and the Board of Trustees have determined that the circumstances under which the original special permits were granted have not changed. Therefore, the Corporate Authorities have determined that it is in the best interests of the Village and the public to renew the special permit granted by Ordinance No. 06-62 with minor modifications.

Section 2. PUBLIC HEARING.

A public hearing to consider the renewal of the special permit was duly advertised on October 20, 2011 in the *Northbrook Star* and was held at the Board of Trustees regular meeting on November 8, 2011.

Section 3. RENEWAL OF SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Ordinance No. 06-62 as modified by the Board of Trustees in this Ordinance, and pursuant to Subsection 11-602 K of the Zoning Code, special permit to allow the operation a liquor store with accessory food sales (Northbrook SIC No. 5920.01) on the Property ("*Special Permit*"), is hereby, renewed and granted

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to the Applicant.

Section 4. APPROVAL OF MINOR MODIFICATIONS.

The President and the Board of Trustees hereby find and determine that the changes to the Special Permits set forth in this Section 4 are minor modifications and do not constitute amendments to the Special Permits. The following minor modifications shall be, and are hereby, approved:

A. Hours of Operation: The hours of operation for the Facility set forth in Section 5 of Ordinance No. 06-62 shall be modified to specify that the Facility shall have normal business hours, with the exception of wine tastings, limited to 9:00 AM to 6:00 PM, Monday through Saturdays.

B. Term: The term of the Special Permits set forth in Section 5 of Ordinance No. 06-62 shall be amended to contain a term of ten years; provided, however, that the term of the special permit shall automatically expire upon termination of the Applicant's lease if such lease terminates without renewal prior to the end of the ten year term.

Section 5. 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 Ordinance 06-62 as modified by this Ordinance, the Special Permit 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 6. 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.

Section 7. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

- 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;

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- iii. the filing by the Applicant 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. 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; and
- iv. 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 does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.iii 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.

Adopted: 11/8/2011

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	James Karagianis, Trustee
SECONDER:	Kathryn Ciesla, Trustee
AYES:	Karagianis, Buehler, Scolaro, Heller, Ciesla, Israel, Frum

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

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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 Applicant

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

WHEREAS, Pantheon Wine Society, LLC, an Illinois limited liability company ("*Applicant*"), is the lessee of the property at 899 Skokie Boulevard Suite 102 ("*Property*") and the NorStates Bank as Successor to 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*") is the legal owner of the Property; and

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

WHEREAS, on October 24, 2006, the President and Board of Trustees of the Village of Northbrook adopted Ordinance No. 06-62 granting the Applicant a special permit for the operation of a liquor store with accessory food sales on the Property ("*Special Permit*"); and

WHEREAS, the Applicant has applied for the renewal the of Special Permit allowing for the operation of a liquor store with accessory food sales at the Property; and

WHEREAS, Ordinance No. 11-41, adopted by the President and Board of Trustees of the Village of Northbrook on November 8, 2011 ("*Ordinance*"), grants approval of such renewal, 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 recording the Ordinance against the Property;

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. 11-41, adopted by the Village Board of Trustees on November 8, 2011 and Ordinance No. 06-62, as modified by Ordinance No. 11-41.
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 hearings 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 5 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,

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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) 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.

6. The Owner warrants and represents to the Village that it owns fee simple title to the Property, the Applicant warrants and represents that it has a valid and effective lease for the Property and each consents to the recording of the Ordinance against the Property.

ATTEST:

PANTHEON WINE SOCIETY, LLC, an Illinois limited liability company

By: [Signature]

By: [Signature]

Its: _____

Its: President

SUBSCRIBED and SWORN to before me this 4th day of January, 2012

[Signature]
Notary Public

ATTEST:



CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

NORSTATES BANK AS SUCCESSOR TO BANK OF WAUKEGAN AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1993 AND KNOWN AS TRUST NUMBER 3889

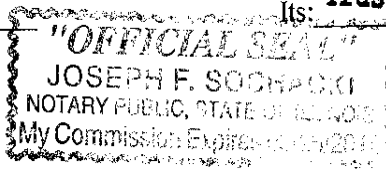
By [Signature] pursuant to corporate by-laws.

By: [Signature]

Its: _____

Trust Officer Christine C. Young

SUBSCRIBED and SWORN to before me this 23 day of December, 2011.



[Signature]
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, and obligations and agreements herein made on the part of the Trustee shall be deemed to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and not of each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intent of binding said Trustee personally but are made and intended for the purpose of binding only the Trustee in the capacity specifically described herein, and this instrument is executed and delivered by said Trustee not as its own act but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.