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REC'D - COOK COUNTY

DEPT-01 RECORDING \$69.00  
TRAN 3395 05/28/96 16:37:00  
JL \*-96-401292  
COOK COUNTY RECORDER

ORDINANCE NO. 96-2

AN ORDINANCE GRANTING A SPECIAL PERMIT FOR THE OPERATION OF A LIQUOR STORE WITH ACCESSORY FOOD SALES, VARIATIONS OF FRONT, SIDE, AND REAR YARD AND SETBACK REQUIREMENTS, AND SITE PLAN APPROVAL FOR 824 SUNSET RIDGE ROAD

(KNIGHTS BRIDGE WINE SHOPPE, LTD.)  
(PLAN COMMISSION DOCKET NO. 95-20 A/B)

Passed by the Board of Trustees, January 9, 1996

Printed and Published, January 10, 1996

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

VILLAGE OF NORTHBROOK  
COOK COUNTY, ILLINOIS

BOX 337

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

/s/ Lona N. Louis  
Village Clerk

I hereby certify this to be a true and exact copy of the original.

5/24/96  
Date

Lona N. Louis  
Village Clerk

96401292

Handwritten initials and date

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## ORDINANCE NO. 96-2

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, VARIATIONS OF FRONT, SIDE, AND REAR YARD AND SETBACK REQUIREMENTS, AND SITE PLAN APPROVAL FOR 824 SUNSET RIDGE ROAD

(KNIGHTSBRIDGE WINE SHOPPE, LTD.)  
(PLAN COMMISSION DOCKET NOS. 95-20 B1/B2)

be and is hereby adopted as follows:

### Section 1. BACKGROUND.

Knightsbridge Wine Shoppe, Ltd., an Illinois corporation in good standing (the "Applicant"), has requested a special permit, variations, and site plan approval to allow for the operation of a liquor store with accessory food sales in the O-3 General Office District (Village SIC Code No. 5920.01) on a parcel approximately .36 acres in size located at 824 Sunset Ridge Road (the "Subject Property"). The Subject Property is located within the O-3 General Office District and adjacent to the C-5 Boulevard Commercial District. The Applicant intends to lease the Subject Property from NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation, (the "Trust") which is the contract purchaser of the Subject Property from Ronald L. and Ruth K. Allen (the "Owner"). The Owner has consented to the application for relief made by the Applicant. L and H Partnership, an Illinois limited partnership, is the beneficial owner of the Trust.

The President and Board of Trustees have previously adopted Ordinance No. 96-1, which establishes liquor stores with accessory food sales (Village SIC Code No. 5920.01) as a special permit use in the O-3 General Office District.

### Section 2. DESCRIPTION OF SUBJECT PROPERTY.

The Subject Property, commonly known as 824 Sunset Ridge Road (PREI Nos. 04-11-204-012 and 04-11-204-013) is legally described in Exhibit A attached to and made a part of this Ordinance by this reference.

### Section 3. PUBLIC HEARING.

A public hearing to consider the application for a special permit and related approvals for the Subject Property in the O-3 General Office District was duly advertised on October 12, 1995 in the Northbrook Star and publicly heard by the Northbrook Plan Commission during its regular meeting on November 7, 1995. The Plan Commission took action on this application (Docket Nos. 95-20 B1/32) and certain related relief on November 21, 1995 by adoption of Resolution No. 95-PC-13.

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## Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, a special permit is hereby granted for the benefit of the Applicant (the "Special Permit"), in accordance with and pursuant to Section 11-602 of the Northbrook Zoning Code (1988), as amended from time to time (the "Zoning Code"), and the home rule powers of the Village of Northbrook, to allow for the operation of a liquor store with accessory food sales on the Subject Property (Village SIC Code No. 5920.01).

## Section 5. VARIATIONS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, the variations listed in Subsections A through F of this Section (the "Variations") are hereby granted for the benefit of the Applicant in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook:

- A. Reduction of the required front yard from 50 feet to 10 feet;
- B. Reduction of the required front setback from 80 feet to 10 feet;
- C. Reduction of the required side yard from 5 feet to zero feet;
- D. Reduction of the required side setback from 50 feet to 45 feet;
- E. Reduction of the required rear yard from 5 feet to zero feet; and
- F. Reduction of the required rear setback from 30 feet to 22 feet.

## Section 6. SITE PLAN APPROVAL.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, site plan approval is hereby granted for the plans attached as Exhibits B through G (the "Site Plan Approval") in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village of Northbrook.

## Section 7. SPECIAL PERMIT, VARIATION, AND SITE PLAN CONDITIONS.

The Special Permit, Variations, and Site Plan Approval shall be, and are hereby, expressly subject to and contingent upon each of the following conditions, restrictions, and provisions:

- A. Final Engineering Plans. The Applicant shall submit to the Village Engineer for his review, acceptance, and approval, final engineering plans (the "Final Engineering Plans") for the Subject Property showing the driveway access from the Subject Property to Sunset Ridge Road and in substantial conformance with all applicable laws, codes, ordinances, rules, and regulations, including, without limitation, the Village Standards and Specifications for Public and Private Improvements (1990), as amended from time to time (the "Village Standards Manual").

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B. Compliance with Plans. The development, use, and maintenance of the Subject Property shall be only in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards:

- i. Front Elevation Sketch, sheet 1 of 1, prepared by Witmer & Associates dated September 23, 1995, attached as Exhibit B and made a part of this Ordinance by this reference;
- ii. North, South, and East Elevation Sketches, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit C and made a part of this Ordinance by this reference;
- iii. Floor Plan, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit D and made a part of this Ordinance by this reference;
- iv. Basement Plan, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit E and made a part of this Ordinance by this reference;
- v. Planting Plan - Option A, sheet 1 of 1, prepared by Teska Associates, Inc., with the latest revision date of December 19, 1995, attached as Exhibit F and made a part of this Ordinance by this reference;
- vi. Trash Enclosure Detail, sheet 1 of 1, prepared by Teska Associates, Inc., dated October 23, 1995, attached as Exhibit G and made a part of this Ordinance by this reference;
- vii. The Final Engineering Plans.

C. Street Improvements. The Applicant shall agree to pay for its proportionate share of the expenses necessary to construct the one half width of Sunset Ridge Road adjacent to the frontage of the Subject Property, including, without limitation, construction of pavement, curb and gutter along the Sunset Ridge Road frontage of the Subject Property and curbing of the driveway to the Subject Property (the "Street Improvements"), when required to do so by the Village, in its sole and absolute discretion (the "Street Improvement Contribution"). The Applicant agrees to pay the Street Improvement Contribution through a special assessment, special service area, or such other financing method as may be selected by the Village, and Applicants agree not to object to any special assessment, special service area, or other methods employed to implement the financing and construction of the Street Improvements. To further evidence the Applicant's obligation to pay the Street Improvement Contribution, the Trust shall execute and record a restrictive covenant for the financing of Street Improvements, substantially in the form attached as Exhibit H and made a part of this Ordinance by this reference, prior to the issuance of any building permit for the Subject Property.

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D. Liquor License. No alcoholic liquor shall be sold, used, conveyed, or consumed at any time on the Subject Property unless and until the Applicant obtains and maintains in effect an appropriate liquor license or licenses from the Village in accordance with all applicable legal requirements. Nothing in this Ordinance shall be deemed as granting or guaranteeing the Applicant the issuance, renewal, or maintenance in effect of a liquor license.

## Section 8. 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, Variations, and Site Plan Approval shall, at the sole discretion of the Village Board of Trustees of the Village of Northbrook (the "Village Board"), upon reasonable consideration, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the Special Permit, Variations, and Site Plan Approval unless it shall first provide the Applicant with two (2) months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board. In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the O-3 General Office District, as applicable and as the same may, from time to time, be amended. Further, in the event of such revocation of the Special Permit, Variations, and Site Plan Approval, 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 9. AMENDMENT TO SPECIAL PERMIT, VARIATIONS, AND SITE PLAN APPROVAL.

Any amendment to the Special Permit, Variations, and Site Plan Approval, including, without limitation, expansion of the size or number of buildings on the Subject Property, may be granted only pursuant to the procedures and subject to the standards and limitations provided in the Zoning Code.

## Section 10. TERM.

The Special Permit, Variations, and Site Plan Approval shall be subject to the time limitations provided in the Zoning Code.

## Section 11. BINDING EFFECT.

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

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## LIST OF EXHIBITS

- EXHIBIT A: Legal Description of the Subject Property
- EXHIBIT B: Front Elevation Sketch
- EXHIBIT C: North, South, and East Elevation Sketches
- EXHIBIT D: Floor Plan
- EXHIBIT E: Basement Plan
- EXHIBIT F: Planting Plan
- EXHIBIT G: Trash Enclosure Detail
- EXHIBIT H: Covenant for Financing of Street Improvements
- EXHIBIT I: Unconditional Agreement and Consent

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## Section 12. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only upon, and not before:

- i. passage by the Board of Trustees of the Village of Northbrook in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;
- iii. recordation of this Ordinance;
- iv. filing by the Applicant and the Trust with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, 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 attached as Exhibit I and made a part of this Ordinance by this reference;
- v. satisfaction of the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance; and
- vi. receipt by the Village of evidence submitted by the Applicant, in form and substance satisfactory to the Village Manager and the Village Attorney, that fee simple title to the Subject Property has been conveyed by the Owner to the Trust, and that a leasehold interest in the Subject Property has been conveyed to the Applicant.

B. This Ordinance shall be of no force or effect and shall be rendered null and void 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 12.A.iv of this Ordinance within 60 days of the date of passage of this Ordinance by the Village Board of Trustees.

PASSED: This 9th day of January, 1996.

AYES: (6) Trustees Jaeger, Frum, Hedien, Lew, Karagianis and Buehler

NAYS: (0)

/s/ Mark W. Damisch

\_\_\_\_\_  
Village President

ATTEST:

/s/ Lona N. Lewis  
\_\_\_\_\_  
Village Clerk

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 11 AND 12 IN BLOCK 2 OF HUGHES BROWN MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA SUBDIVISION. ALL PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 824 Sunset Ridge Road, Northbrook, Illinois 60062

P.R.E.I. Nos. 04-11-204-012  
04-11-204-013

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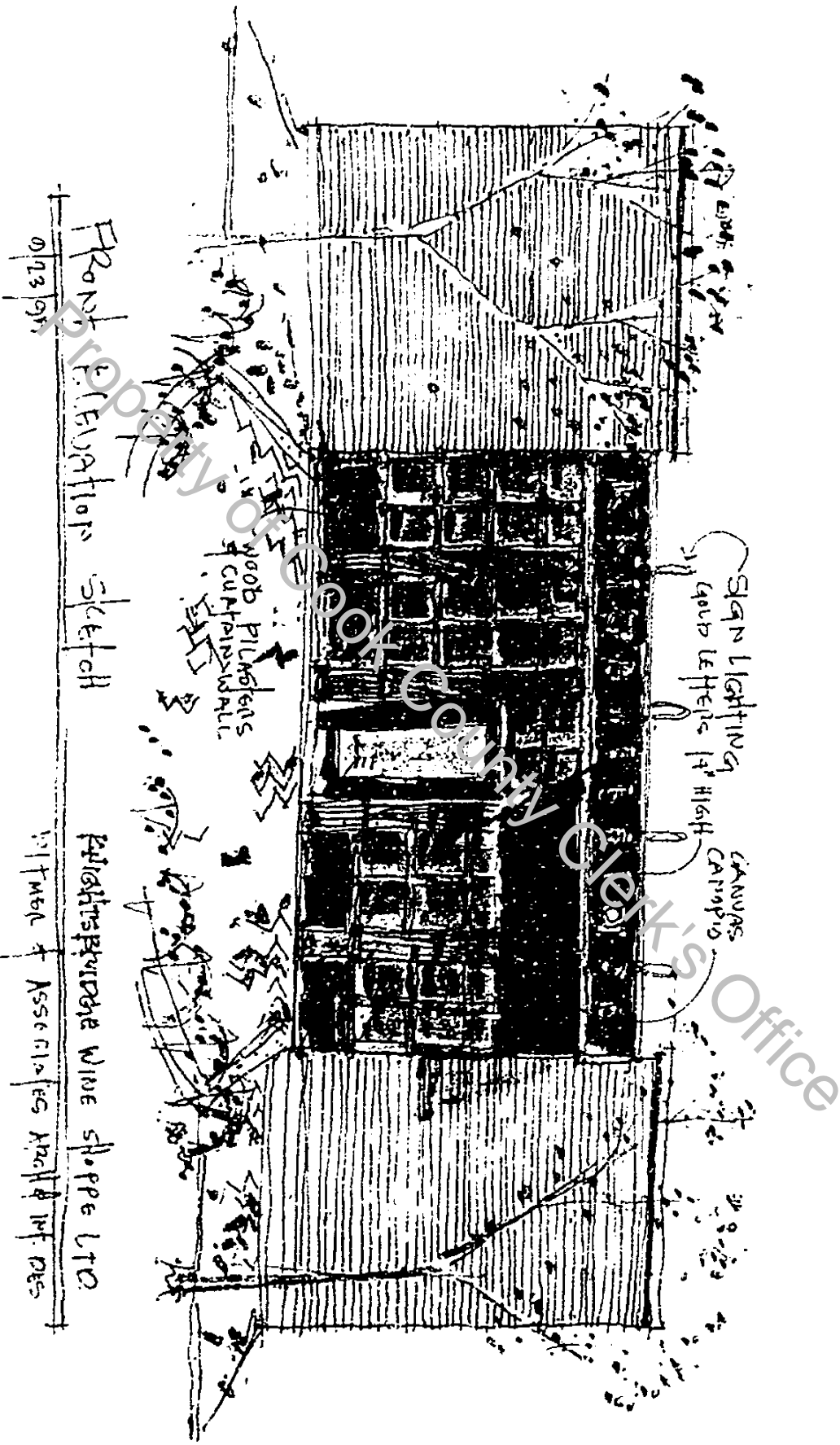
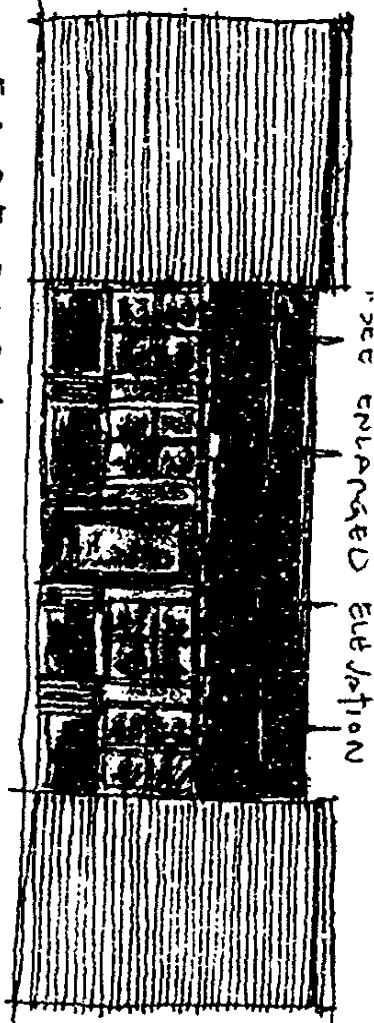


EXHIBIT B

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see enlarged Elevation

EAST ELEVATION

93-40-1202



APPROX ATTACHED EXISTING BACK-LIT SIGN TO EXISTING BUILDING WALL

RELOCATED 14" HIGH BRONZE COLOR LETTERS REPLACE EXISTING FACIA

KENIGHTS BRIDGE WINE SHOP RESTAURANT

SOUTH ELEVATION



INFILL EXISTING WINDOWS w/ PROVED PANELS & APERTURE

WINDOWS IN OFFICE

NORTH ELEVATION

KENIGHTS BRIDGE WINE SHOP RESTAURANT

WILTMER AND ASSOCIATES ARCHITECTURE & INTERIOR DESIGN

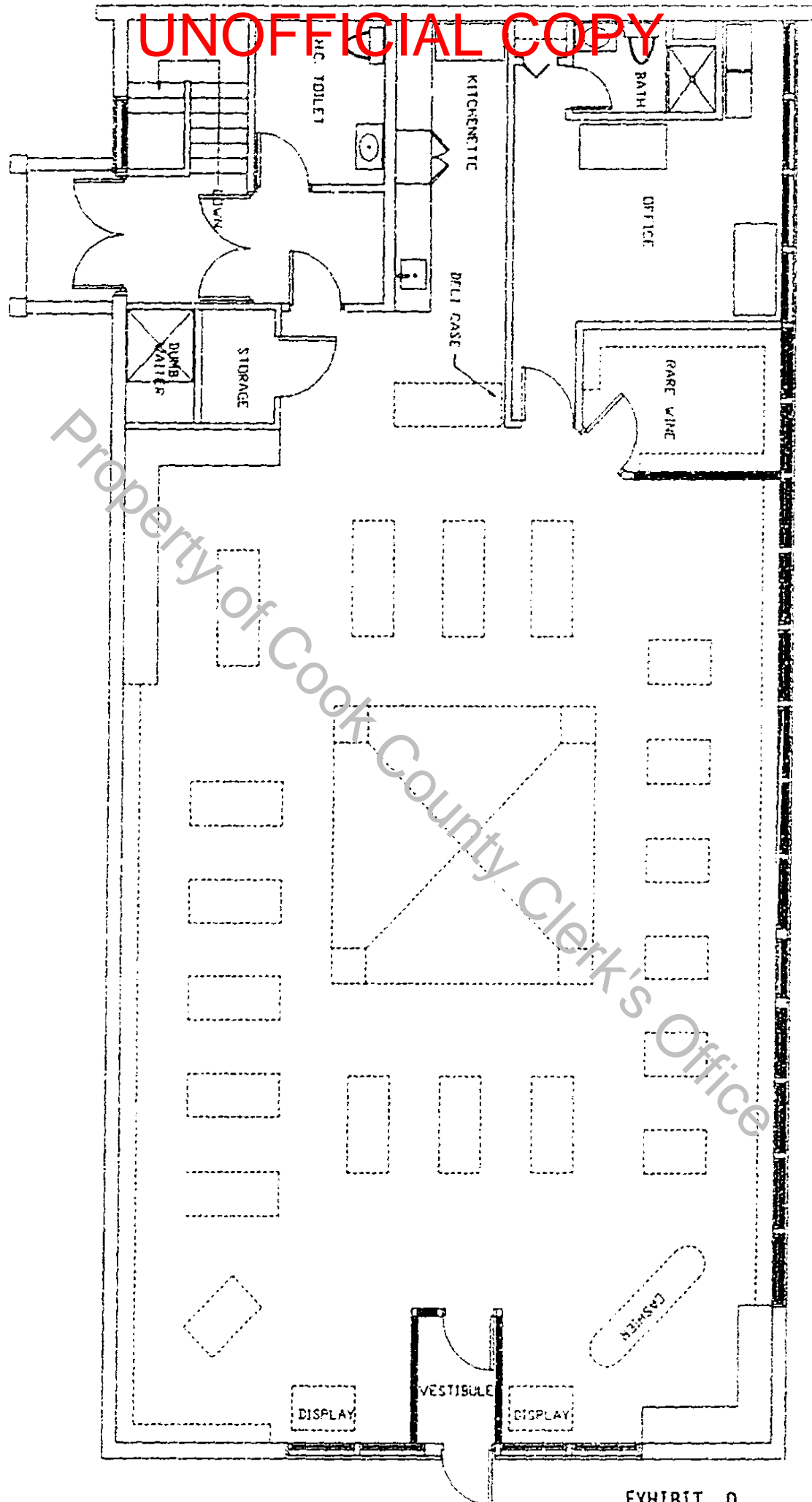
EXHIBIT C

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FLOOR PLAN  
SCALE: 1/8" = 1'-0"



K. N. L. G. H. S. B. R. I. D. G. E. WINE SHOPPE LTD.



WITMEER AND ASSOCIATES  
ARCHITECTURE AND INTERIOR DESIGN

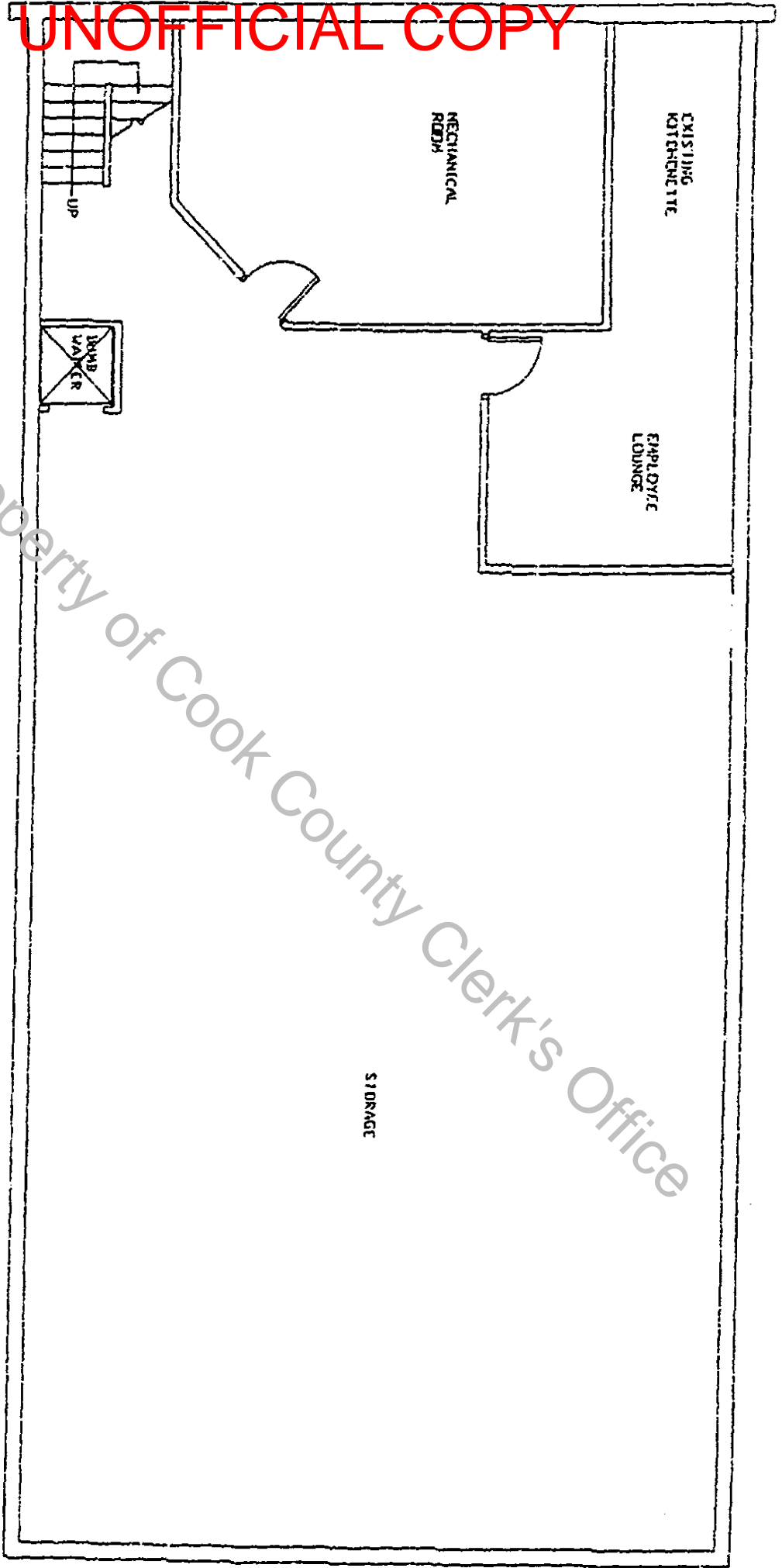
EXHIBIT D

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1 BASEMENT PLAN  
A10 SCALE: 1/8" = 1'-0"

K N I G H T S B R I D G E WINE SHOPPE LTD.

WITMER AND ASSOCIATES  
ARCHITECTURE AND INTERIOR DESIGN

EXHIBIT E

Architectural drawing

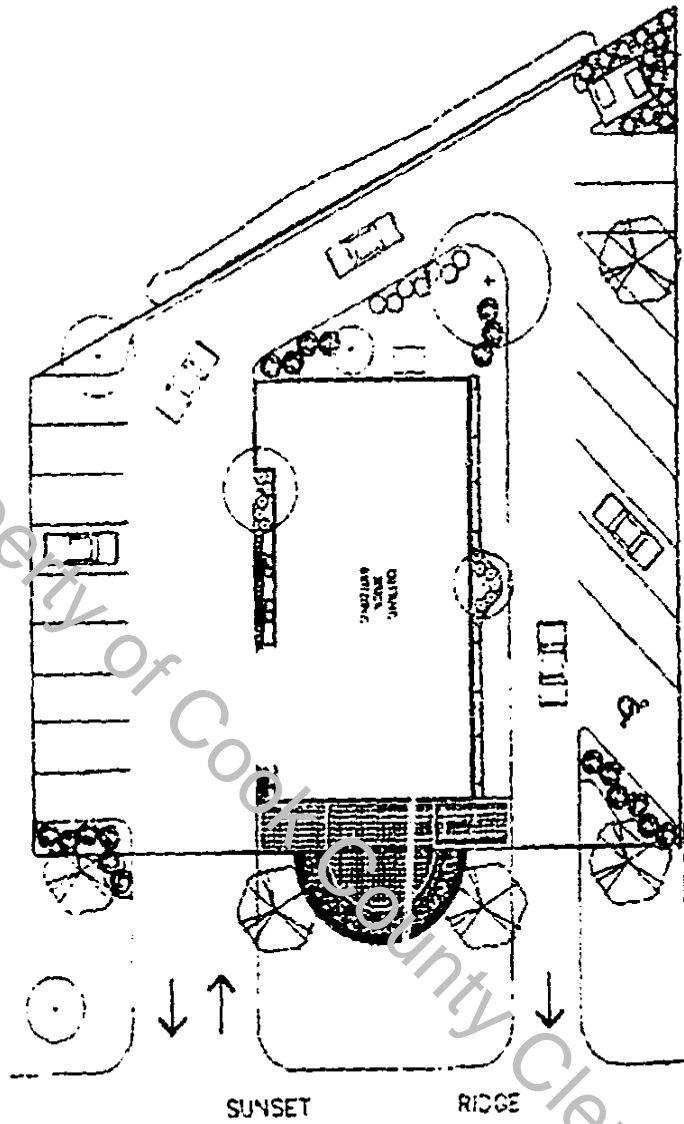
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98-1282

PLANT LIST	PLANT SYMBOL	SIZE	QUANTITY	REMARKS	COMMON NAME	PLANT SYMBOL	SIZE	QUANTITY	REMARKS	COMMON NAME
1	(Symbol)	30" CAL	2	REDWOOD	REDWOOD	1	30" CAL	1	REDWOOD	REDWOOD
2	(Symbol)	30" CAL	2	REDWOOD	REDWOOD	2	30" CAL	2	REDWOOD	REDWOOD
3	(Symbol)	30" CAL	2	REDWOOD	REDWOOD	3	30" CAL	3	REDWOOD	REDWOOD
4	(Symbol)	30" CAL	2	REDWOOD	REDWOOD	4	30" CAL	4	REDWOOD	REDWOOD
5	(Symbol)	30" CAL	2	REDWOOD	REDWOOD	5	30" CAL	5	REDWOOD	REDWOOD



LANDSCAPE NOTES:

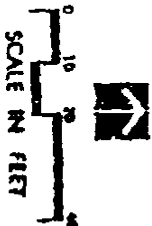
- All plants to be used must be approved by the landscape architect.
- All plants to be used must be approved by the landscape architect.
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PLANTING PLAN  
PROPOSED KNIGHTSBRIDGE WINE SHOPPE

024 SUNSET RIDGE  
NORTHBROOK, ILLINOIS

14 OCTOBER 1991

TESKA ASSOCIATES INC.

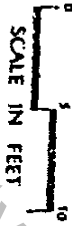
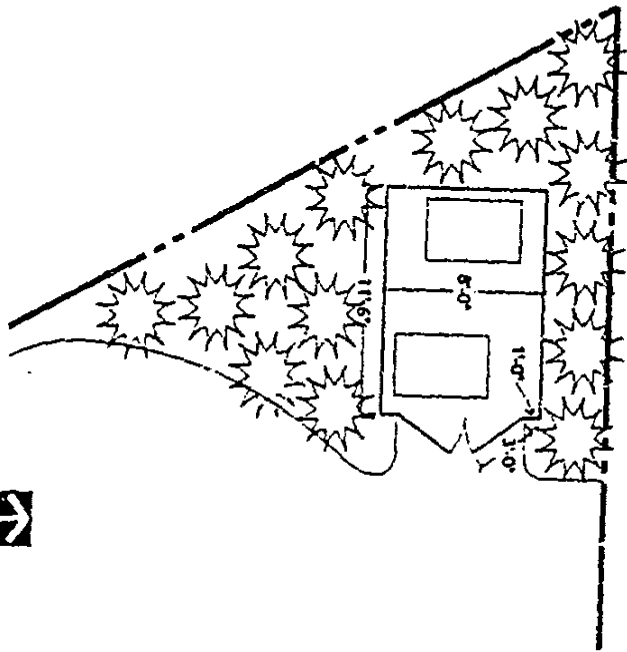


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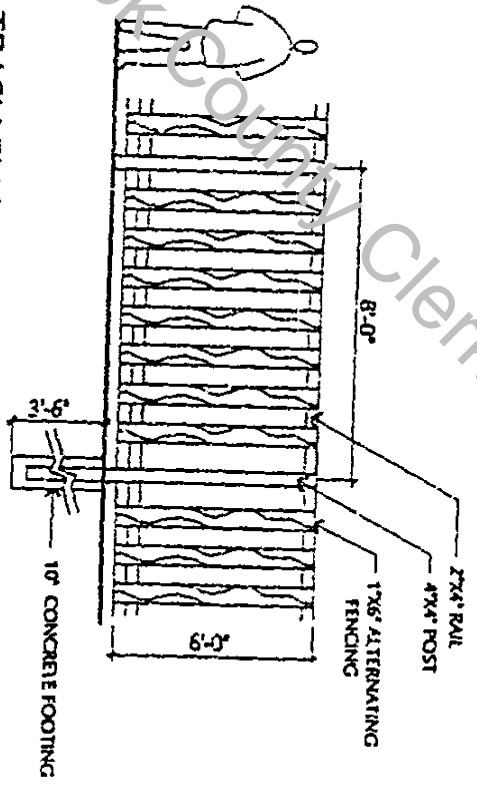
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PLAN VIEW DETAIL



TRASH ENCLOSURE  
FENCE - BOARD ON BOARD



NOTE: ALL WOOD TO BE WESTERN RED CEDAR, STAINED TO MATCH THE BUILDING, NO. 2 GRADE, ALL FASTENERS TO BE GALV. ALUMINUM

TRASH ENCLOSURE DETAIL  
PROPOSED KNIGHTSBRIDGE WINE SHOPPE

824 SUNSET RIDGE  
NORTHBROOK, ILLINOIS

22 OCTOBER 2011

TESKA  
ASSOCIATES  
INC.

96401292

EXHIBIT G

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## EXHIBIT H

### RESTRICTIVE COVENANT FOR FINANCING OF STREET IMPROVEMENTS

THIS RESTRICTIVE COVENANT is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation (the "Owner"), the owner of record title to the parcel of real estate located in the Village of Northbrook, Cook County, Illinois commonly known as 824 Sunset Ridge Road (the "Subject Property"), and legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference.

NOW, THEREFORE, THE OWNER DECLARES that the Subject Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village of Northbrook.

#### Section 1. Background.

A. The Owner wishes to operate a liquor store with accessory food sales on the Subject Property (the "Wine Shop") pursuant to a lease to Knightsbridge Wine Shoppe, Ltd. ("Knightsbridge"). The Subject Property is located within the O-3 General Office District. As a condition of the issuance of a special permit for the operation of the Wine Shop, the Owner has agreed to pay for certain street improvements, when required to do so by the Village, along the Sunset Ridge Road frontage of the Subject Property.

B. The Owner deems it desirable and intends that all current and future owners, occupants, and any other persons acquiring an interest in the Subject Property, or in any portion thereof, shall at all times hold their interests subject to the covenants hereinafter set forth.

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**Section 2. Owner's Obligation to Contribute to Cost of Street Improvements.** The

Owner is hereby unconditionally and continuously obligated to contribute its proportionate share of the costs and expenses (the "Street Improvement Contribution") necessary to design and construct certain street improvements, including, but not limited to, construction of pavement, curb and gutter along the Sunset Ridge Road frontage of the Subject Property and curbing of the driveways to the Subject Property (the "Street Improvements"), when required to do so by the Village, in its sole and absolute discretion. Such construction shall be in compliance with engineering plans approved by the Village and all applicable laws, codes, ordinances, rules, and regulations, including, without limitation, the Village Standards and Specifications for Public and Private Improvements (1995), as amended from time to time.

**Section 3. Manner of Financing Street Improvements.** The Owner agrees to

cooperate, and agrees to require Knightbridge to cooperate, with the Village in the establishment of, and agrees not to object to, any special assessment, special service area or other financing methods selected by the Village as the appropriate method of financing the construction of the Street Improvements.

**Section 4. Enforcement.** The Owner recognizes and agrees that the Village has a

valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

**Section 5. Exercise of Village Rights; Waiver.** The Village is not required to

exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

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**Section 6. Payment of Village Costs.** The Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty (30) days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

**Section 7. Amendment.** This Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

**Section 8. Covenants Running with the Land.** The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

**Section 9. Recordation.** This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant.

**Section 10. Headings.** The headings of the Sections herein are intended for reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Covenant.

**Section 11. Term.** The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10)

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years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the Governor of the State of Illinois as of the date of execution of this Restrictive Covenant.

**Section 12. Severability.** Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF the Owner has caused this Restrictive Covenant to be executed on the date first above written.

OWNER: NBD BANK, SUCCESSOR TRUSTEE  
TO NBD TRUST COMPANY OF  
ILLINOIS, AS TRUSTEE UNDER A  
TRUST AGREEMENT DATED  
FEBRUARY 15, 1996 AND KNOWN  
AS TRUST NO. 53301-SK

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 1996 by \_\_\_\_\_ Vice President of NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation, and \_\_\_\_\_ Secretary of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of said corporation, for the uses and purposes herein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

Property of Cook County Clerk's Office

SECRET

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96401292

MAY 20 1996

ORDINANCE NO. 96-2

AN ORDINANCE GRANTING A SPECIAL PERMIT FOR THE OPERATION OF A LIQUOR STORE WITH ACCESSORY FOOD SALES, VARIATIONS OF FRONT, SIDE, AND REAR YARD AND SETBACK REQUIREMENTS, AND SITE PLAN APPROVAL FOR 324 SUNSET RIDGE ROAD

(KNIGHTSBRIDGE WINE SHOPPE, LTD.)  
(PLAN COMMISSION DOCKET NO. 95-20 A/B)

Passed by the Board of Trustees, January 9, 1996

Printed and Published, January 10, 1996

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

VILLAGE OF NORTHBROOK  
COOK COUNTY, ILLINOIS

BOX 337

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

/s/ Lona N. Louis

Village Clerk

I hereby certify this to be a true and exact copy of the original.

5/24/96

Date

*Lona N. Louis*  
Village Clerk

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## ORDINANCE NO. 96-2

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, VARIATIONS OF FRONT, SIDE, AND REAR YARD AND SETBACK REQUIREMENTS, AND SITE PLAN APPROVAL FOR 824 SUNSET RIDGE ROAD

(KNIGHTSBRIDGE WINE SHOPPE, LTD.)  
(PLAN COMMISSION DOCKET NOS. 95-20 B1/B2)

be and is hereby adopted as follows:

### Section 1. BACKGROUND.

Knightsbridge Wine Shoppe, Ltd., an Illinois corporation in good standing (the "Applicant"), has requested a special permit, variations, and site plan approval to allow for the operation of a liquor store with accessory food sales in the O-3 General Office District (Village SIC Code No. 5920.01) on a parcel approximately .36 acres in size located at 824 Sunset Ridge Road (the "Subject Property"). The Subject Property is located within the O-3 General Office District and adjacent to the C-5 Boulevard Commercial District. The Applicant intends to lease the Subject Property from NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation, (the "Trust") which is the contract purchaser of the Subject Property from Ronald L. and Ruth K. Allen (the "Owner"). The Owner has consented to the application for relief made by the Applicant. L and H Partnership, an Illinois limited partnership, is the beneficial owner of the Trust.

The President and Board of Trustees have previously adopted Ordinance No. 96-1, which establishes liquor stores with accessory food sales (Village SIC Code No. 5920.01) as a special permit use in the O-3 General Office District.

### Section 2. DESCRIPTION OF SUBJECT PROPERTY.

The Subject Property, commonly known as 824 Sunset Ridge Road (PREI Nos. 04-11-204-012 and 04-11-204-013) is legally described in Exhibit A attached to and made a part of this Ordinance by this reference.

### Section 3. PUBLIC HEARING.

A public hearing to consider the application for a special permit and related approvals for the Subject Property in the O-3 General Office District was duly advertised on October 12, 1995 in the Northbrook Star and publicly heard by the Northbrook Plan Commission during its regular meeting on November 7, 1995. The Plan Commission took action on this application (Docket Nos. 95-20 B1/B2) and certain related relief on November 21, 1995 by adoption of Resolution No. 95-PC-18.

95-20-1292

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## Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, a special permit is hereby granted for the benefit of the Applicant (the "Special Permit"), in accordance with and pursuant to Section 11-602 of the Northbrook Zoning Code (1988), as amended from time to time (the "Zoning Code"), and the home rule powers of the Village of Northbrook, to allow for the operation of a liquor store with accessory food sales on the Subject Property (Village SIC Code No. 5920.01).

## Section 5. VARIATIONS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, the variations listed in Subsections A through F of this Section (the "Variations") are hereby granted for the benefit of the Applicant in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook.

- A. Reduction of the required front yard from 50 feet to 10 feet;
- B. Reduction of the required front setback from 80 feet to 10 feet;
- C. Reduction of the required side yard from 5 feet to zero feet;
- D. Reduction of the required side setback from 50 feet to 45 feet;
- E. Reduction of the required rear yard from 5 feet to zero feet; and
- F. Reduction of the required rear setback from 30 feet to 22 feet.

## Section 6. SITE PLAN APPROVAL.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, site plan approval is hereby granted for the plans attached as Exhibits B through G (the "Site Plan Approval") in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village of Northbrook.

## Section 7. SPECIAL PERMIT, VARIATION, AND SITE PLAN CONDITIONS.

The Special Permit, Variations, and Site Plan Approval shall be, and are hereby, expressly subject to and contingent upon each of the following conditions, restrictions, and provisions:

- A. Final Engineering Plans. The Applicant shall submit to the Village Engineer for his review, acceptance, and approval, final engineering plans (the "Final Engineering Plans") for the Subject Property showing the driveway access from the Subject Property to Sunset Ridge Road and in substantial conformance with all applicable laws, codes, ordinances, rules, and regulations, including, without limitation, the Village Standards and Specifications for Public and Private Improvements (1990), as amended from time to time (the "Village Standards Manual").

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B. Compliance with Plans. The development, use, and maintenance of the Subject Property shall be only in strict accordance with the following documents and plans, except for minor changes and site work approved by the Director of Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards:

- i. Front Elevation Sketch, sheet 1 of 1, prepared by Witmer & Associates dated September 23, 1995, attached as Exhibit B and made a part of this Ordinance by this reference;
- ii. North, South, and East Elevation Sketches, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit C and made a part of this Ordinance by this reference;
- iii. Floor Plan, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit D and made a part of this Ordinance by this reference;
- iv. Basement Plan, sheet 1 of 1, prepared by Witmer & Associates, undated, attached as Exhibit E and made a part of this Ordinance by this reference;
- v. Planting Plan - Option A, sheet 1 of 1, prepared by Teska Associates, Inc., with the latest revision date of December 19, 1995, attached as Exhibit F and made a part of this Ordinance by this reference;
- vi. Trash Enclosure Detail, sheet 1 of 1, prepared by Teska Associates, Inc., dated October 23, 1995, attached as Exhibit G and made a part of this Ordinance by this reference;
- vii. The Final Engineering Plans.

C. Street improvements. The Applicant shall agree to pay for its proportionate share of the expenses necessary to construct the one-half width of Sunset Ridge Road adjacent to the frontage of the Subject Property, including, without limitation, construction of pavement, curb and gutter along the Sunset Ridge Road frontage of the Subject Property and curbing of the driveway to the Subject Property (the "Street Improvements"), when required to do so by the Village, in its sole and absolute discretion (the "Street Improvement Contribution"). The Applicant agrees to pay the Street Improvement Contribution through a special assessment, special service area, or such other financing method as may be selected by the Village, and Applicants agree not to object to any special assessment, special service area, or other methods employed to implement the financing and construction of the Street Improvements. To further evidence the Applicant's obligation to pay the Street Improvement Contribution, the Trust shall execute and record a restrictive covenant for the financing of Street Improvements, substantially in the form attached as Exhibit H and made a part of this Ordinance by its reference, prior to the issuance of any building permit for the Subject Property.

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D. Liquor License. No alcoholic liquor shall be sold, used, conveyed, or consumed at any time on the Subject Property unless and until the Applicant obtains and maintains in effect an appropriate liquor license or licenses from the Village in accordance with all applicable legal requirements. Nothing in this Ordinance shall be deemed as granting or guaranteeing the Applicant the issuance, renewal, or maintenance in effect of a liquor license.

## Section 8. 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, Variations, and Site Plan Approval shall, at the sole discretion of the Village Board of Trustees of the Village of Northbrook (the "Village Board"), upon reasonable consideration, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board may not so revoke the Special Permit, Variations, and Site Plan Approval unless it shall first provide the Applicant with two (2) months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board. In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the O-3 General Office District, as applicable and as the same may, from time to time, be amended. Further, in the event of such revocation of the Special Permit, Variations, and Site Plan Approval, 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 9. AMENDMENT TO SPECIAL PERMIT, VARIATIONS, AND SITE PLAN APPROVAL.

Any amendment to the Special Permit, Variations, and Site Plan Approval, including, without limitation, expansion of the size or number of buildings on the Subject Property, may be granted only pursuant to the procedures and subject to the standards and limitations provided in the Zoning Code.

## Section 10. TERM.

The Special Permit, Variations, and Site Plan Approval shall be subject to the time limitations provided in the Zoning Code.

## Section 11. BINDING EFFECT.

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

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## Section 12. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only upon, and not before:

- i. passage by the Board of Trustees of the Village of Northbrook in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;
- iii. recordation of this Ordinance;
- iv. filing by the Applicant and the Trust with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, 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 attached as Exhibit I and made a part of this Ordinance by this reference;
- v. satisfaction of the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance; and
- vi. receipt by the Village of evidence submitted by the Applicant, in form and substance satisfactory to the Village Manager and the Village Attorney, that fee simple title to the Subject Property has been conveyed by the Owner to the Trust, and that a leasehold interest in the Subject Property has been conveyed to the Applicant.

B. This Ordinance shall be of no force or effect and shall be rendered null and void 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 12.A.iv of this Ordinance within 60 days of the date of passage of this Ordinance by the Village Board of Trustees.

PASSED: This 9th day of January, 1996.

AYES: (6) Trustees Jaeger, Frum, Hedien, Lew, Karagianis  
and Buehler

NAYS: (0)

*/s/* Mark W. Damisch

\_\_\_\_\_  
Village President

ATTEST:

*18/12008*  
\_\_\_\_\_  
Village Clerk

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## LIST OF EXHIBITS

- EXHIBIT A: Legal Description of the Subject Property
- EXHIBIT B: Front Elevation Sketch
- EXHIBIT C: North, South, and East Elevation Sketches
- EXHIBIT D: Floor Plan
- EXHIBIT E: Basement Plan
- EXHIBIT F: Planting Plan
- EXHIBIT G: Trash Enclosure Detail
- EXHIBIT H: Covenant for Financing of Street Improvements
- EXHIBIT I: Unconditional Agreement and Consent

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 11 AND 12 IN BLOCK 2 OF HUGHES BROWN MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA SUBDIVISION, ALL PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 824 Sunset Ridge Road, Northbrook, Illinois 60062

P.R.E.I. Nos. 04-11-204-012  
04-11-204-013

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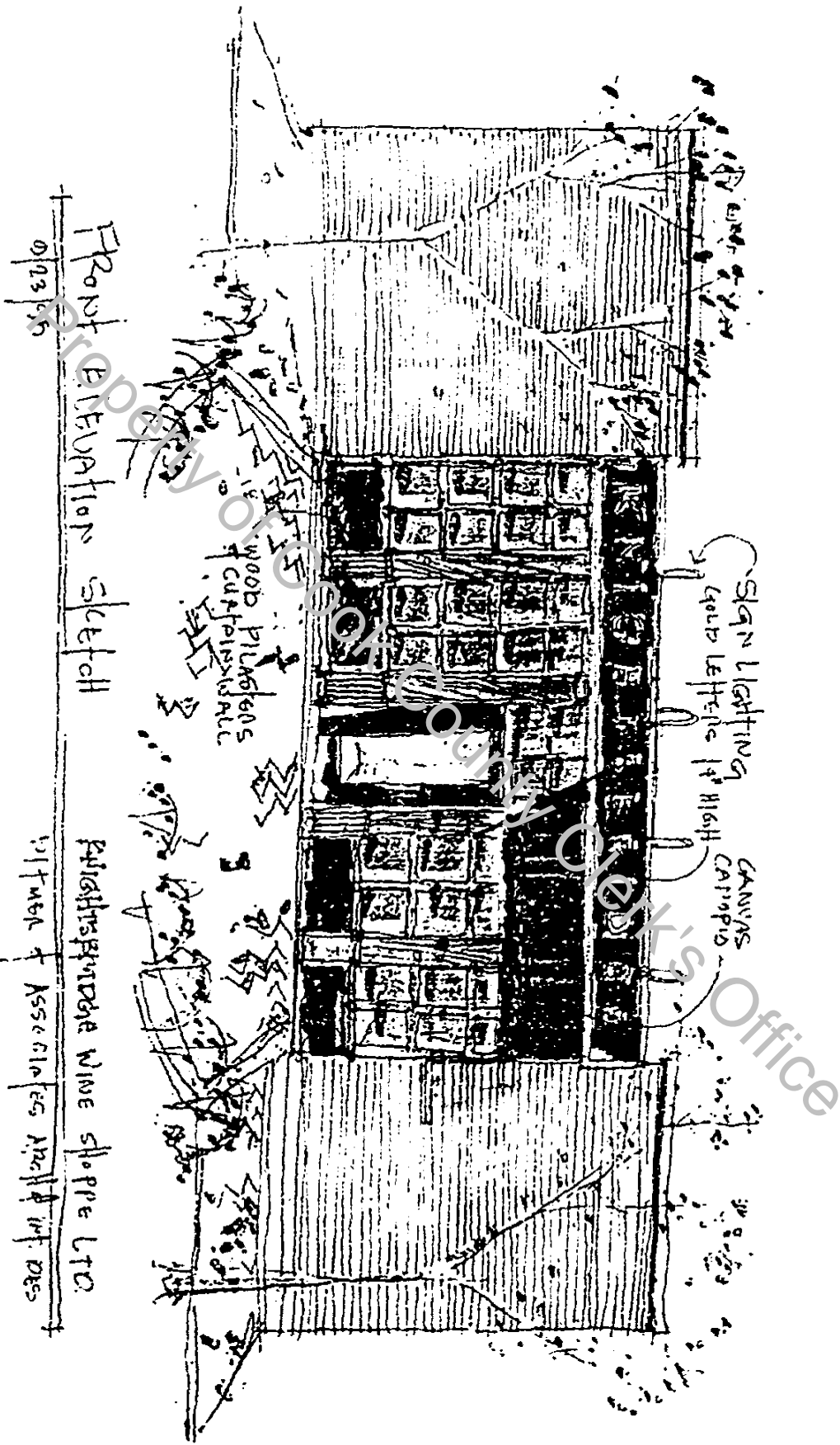


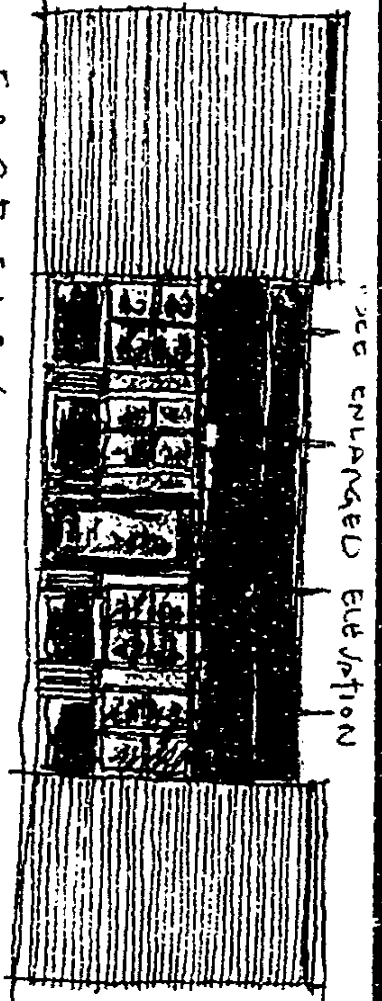
EXHIBIT 3

0/23/95

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SEE ENLARGED ELEVATION

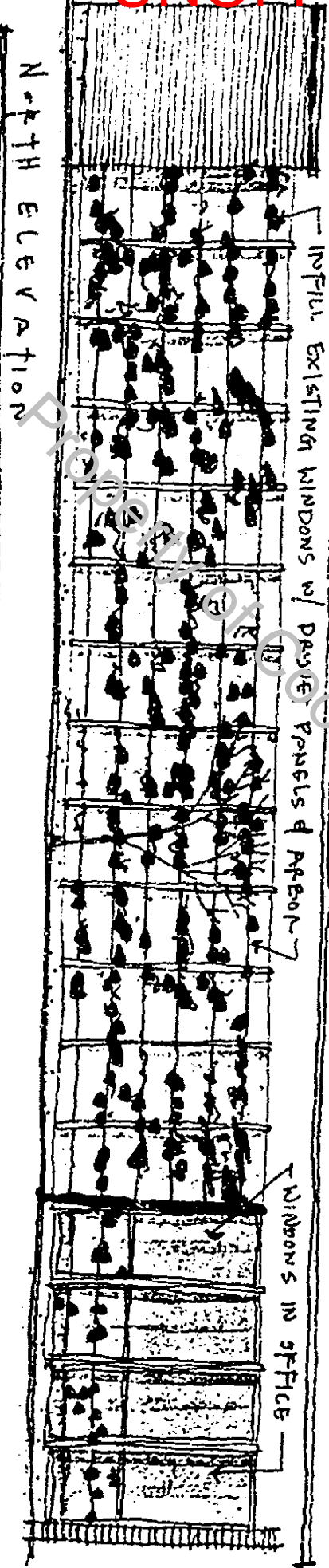
EAST ELEVATION

APPROX. ATTACHED EXISTING BACKLIT SIGN TO EXISTING BRICK WALL  
RELOCATED 14" HIGH BRONZE COLOR LETTERS - REPLACE EXISTING FACIA



SOUTH ELEVATION

KENILWORTHS BRIDGE WINE SHOP LTD



NORTH ELEVATION

FILL EXISTING WINDOWS w/ DESIGN PANELS of ALUMINUM

WINDOWS IN OFFICE

KENILWORTHS BRIDGE WINE SHOP LTD

WILTMER AND ASSOCIATES ARCHITECTURE & INTERIOR DESIGN

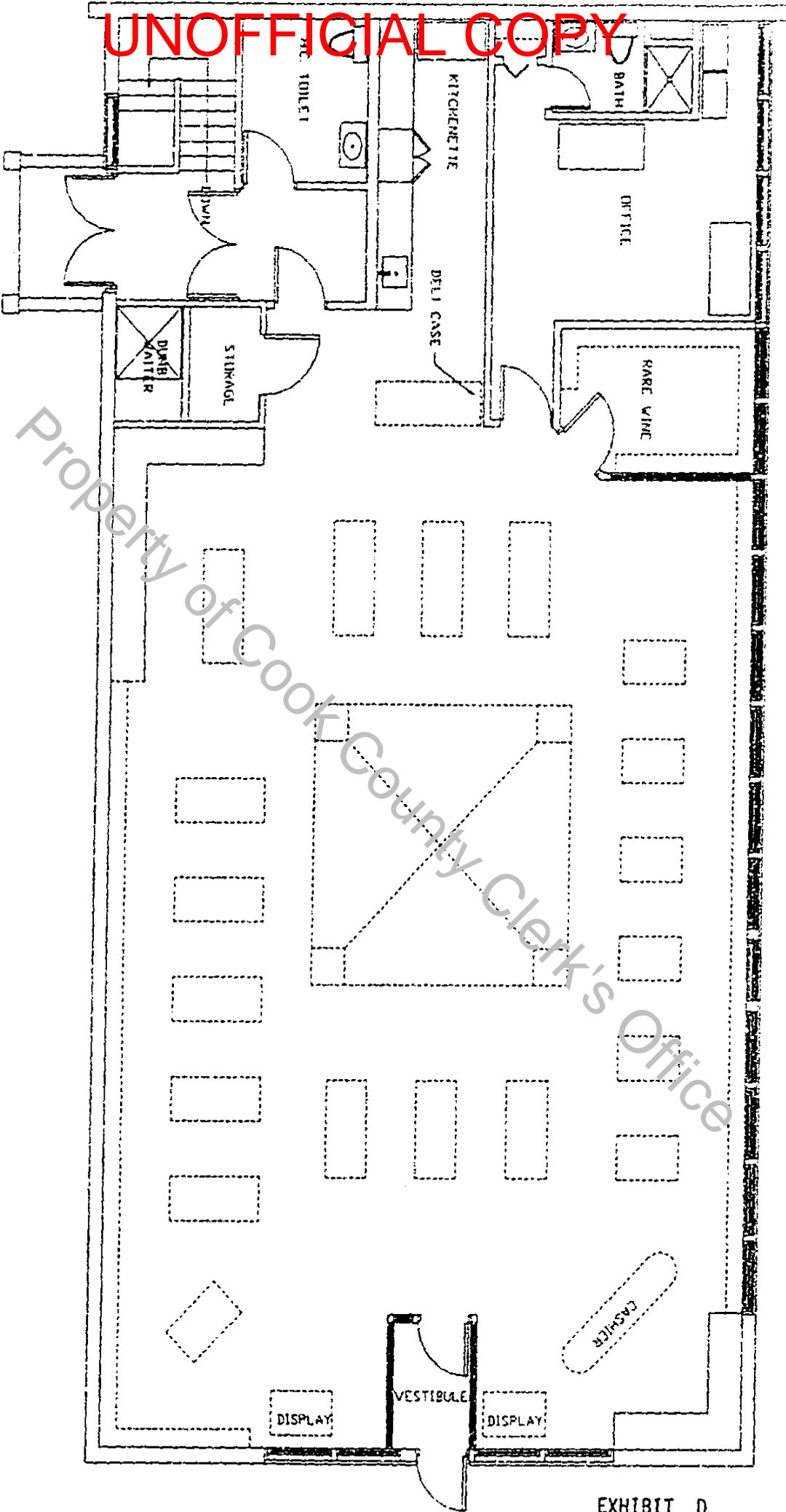
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EXHIBIT C

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FLOOR PLAN  
ALL SCALE 1/8" = 1'-0"

K N A G L I S B R I D G E WINE SHOPPE LTD.

WITMEER AND ASSOCIATES  
ARCHITECTURE AND INTERIOR DESIGN

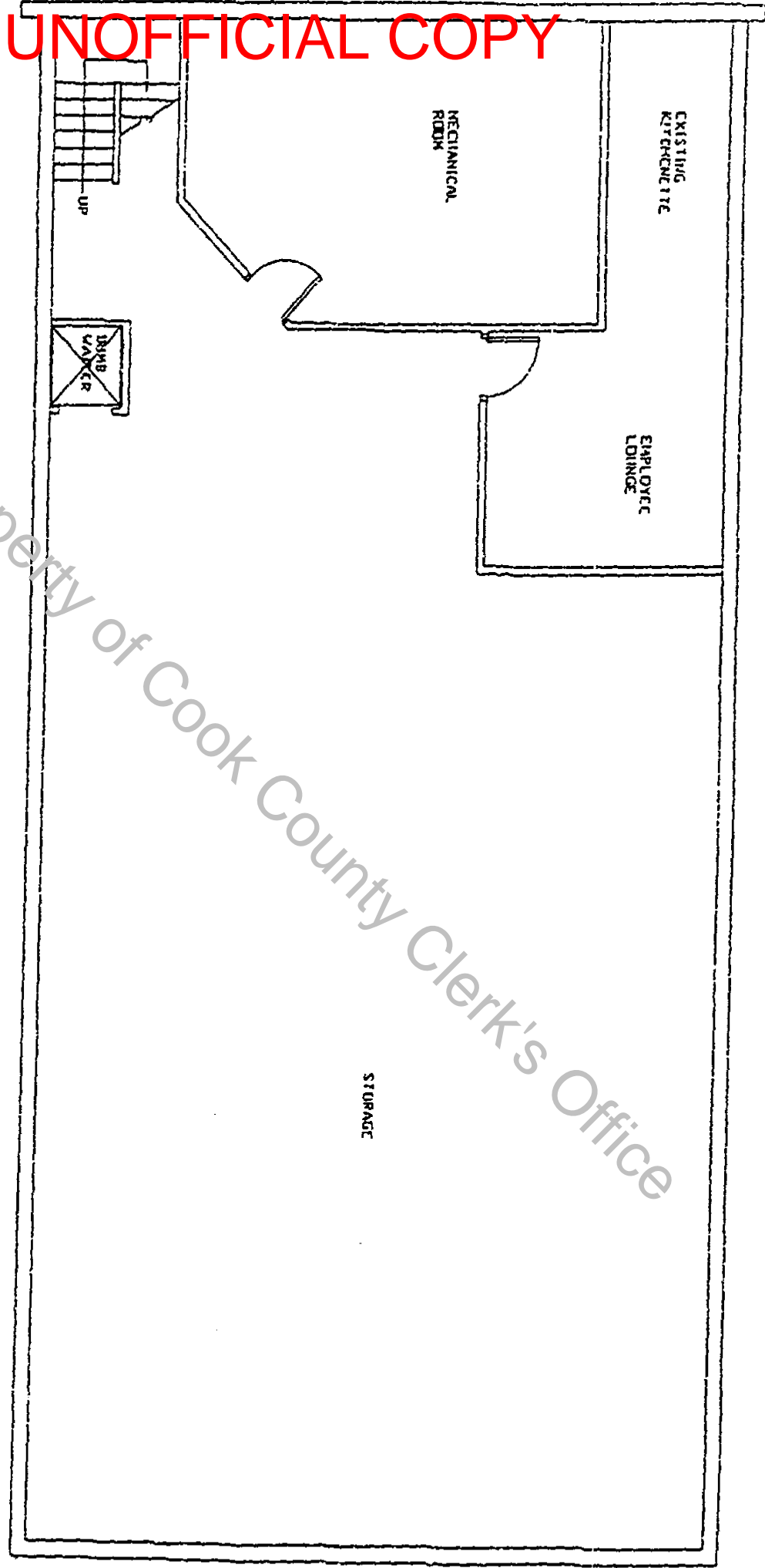
EXHIBIT D

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1 BASEMENT PLAN  
A1.0 SCALE: 1/8" = 1'-0"

K N I G H T S B R I D G E WINE SHOPPE LTD.



Property of Cook County Clerk's Office

WITMER AND ASSOCIATES  
ARCHITECTURE AND INTERIOR DESIGN

EXHIBIT E

10/20/2010 10:00 AM

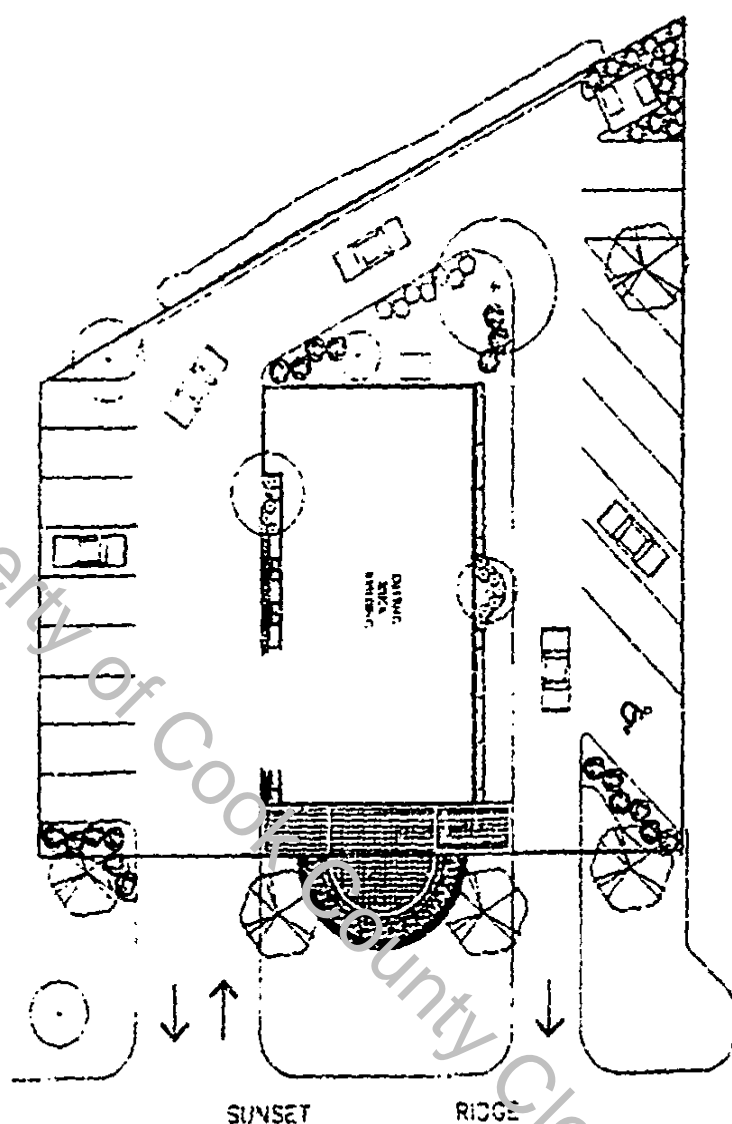
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5/20/2009

PLANT LIST	PLANT SYMBOL	SIZE	QUANTITY	PLANT NAME	COMMON NAME	PLANT HEIGHT	PLANT WIDTH	PLANT SPACING	PLANT SPACING	PLANT SPACING
1	(Symbol)	30" DIA	1	QUERCUS RUBRA	RED OAK	30"	30"	10'	10'	10'
2	(Symbol)	30" DIA	1	QUERCUS PRINCEPIUM	PRINCIPAL OAK	30"	30"	10'	10'	10'
3	(Symbol)	30" DIA	1	QUERCUS BICOLOR	BICOLORED OAK	30"	30"	10'	10'	10'
4	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
5	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
6	(Symbol)	30" DIA	1	QUERCUS FUSCATA	SCISSURED OAK	30"	30"	10'	10'	10'
7	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
8	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
9	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
10	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
11	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
12	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
13	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
14	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
15	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
16	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
17	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
18	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
19	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
20	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
21	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
22	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
23	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
24	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
25	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
26	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
27	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
28	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'
29	(Symbol)	30" DIA	1	QUERCUS LAEVOGARBATA	LAEVOGARBATED OAK	30"	30"	10'	10'	10'
30	(Symbol)	30" DIA	1	QUERCUS ALBA	WHITE OAK	30"	30"	10'	10'	10'



**PLANTING PLAN**  
**PROPOSED KNIGHTSBRIDGE WINE SHOPPE**  
 824 SUNSET RIDGE  
 NORTHBROOK, ILLINOIS  
 19 OCTOBER 1995

**LANDSCAPE NOTES:**

1. All plants are indicated in planting one to indicate a 3' thick layer of spreaded soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be considered "established" and shall be included in the soil at the planting.
2. All plants indicated in the landscape plan shall be installed at the location by the landscape architect.
3. All plants (except for the ground-level) shall be installed and maintained.
4. All plant materials shall be delivered at 100% hydration, 75% of complete growth, or 100% on ground-level, upon arrival, shall be delivered with heavy clay soil.
5. All plants and plants are to be installed at the time of delivery for a 3' thick layer of soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be included in the soil at the planting.
6. Soil a ground-level shall be installed using 2 inches of mulch (except for the ground-level) shall be 10' from the edge of the building.
7. Soil a ground-level shall be installed using 2 inches of mulch (except for the ground-level) shall be 10' from the edge of the building.
8. All plants shall be installed at the time of delivery for a 3' thick layer of soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be included in the soil at the planting.
9. All plants shall be installed at the time of delivery for a 3' thick layer of soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be included in the soil at the planting.
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28. All plants shall be installed at the time of delivery for a 3' thick layer of soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be included in the soil at the planting.
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30. All plants shall be installed at the time of delivery for a 3' thick layer of soil, which, at ground-level, shall be 10' from the edge of the building. All plants shall be included in the soil at the planting.

**TESKA ASSOCIATES INC.**  
 1000 N. MICHIGAN AVE.  
 SUITE 1000  
 CHICAGO, ILLINOIS 60611  
 TEL: 312.329.1000  
 FAX: 312.329.1001  
 WWW.TESKAASSOCIATES.COM

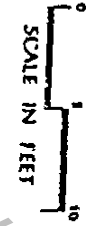
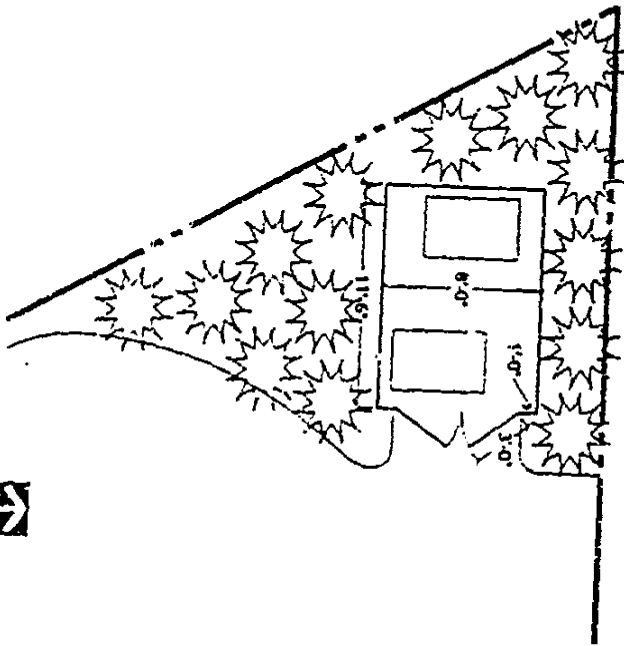


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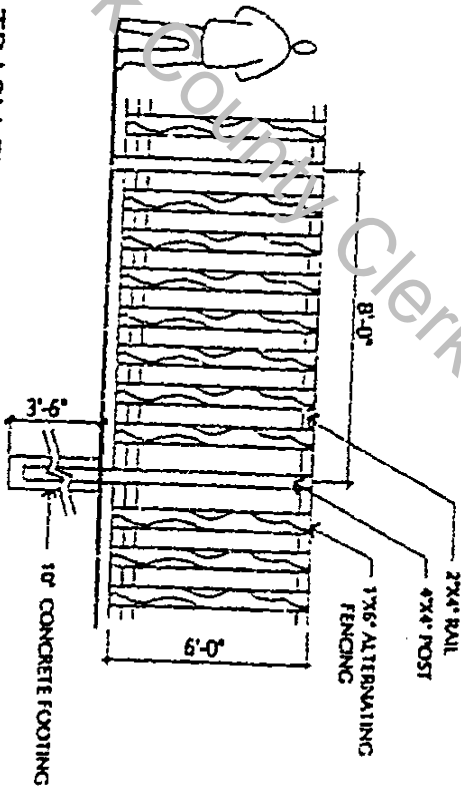
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PLAN VIEW DETAIL



TRASH ENCLOSURE  
FENCE - BOARD ON BOARD



NOTE: ALL WOOD TO BE WESTERN RED CEDAR, STAINED TO MATCH THE BUILDING. NO. 2 GRADE. ALL FASTENERS TO BE GALV. ALUMINUM

TRASH ENCLOSURE DETAIL  
PROPOSED KNIGHTSBRIDGE WINE SHOPPE  
824 SUNSET RIDGE  
NORTHBROOK, ILLINOIS  
21 OCTOBER 1991

TESKA  
ASSOCIATES  
INC.  
1111 North Dearborn Street  
Chicago, Illinois 60610  
312.329.2200

ASPECT (REV. 1/91)

98401292

EXHIBIT G

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## EXHIBIT H

### RESTRICTIVE COVENANT FOR FINANCING OF STREET IMPROVEMENTS

THIS RESTRICTIVE COVENANT is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation (the "Owner"), the owner of record title to the parcel of real estate located in the Village of Northbrook, Cook County, Illinois commonly known as 824 Sunset Ridge Road (the "Subject Property"), and legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference.

NOW, THEREFORE, THE OWNER DECLARES that the Subject Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village of Northbrook.

#### Section 1. Background.

A. The Owner wishes to operate a liquor store with accessory food sales on the Subject Property (the "Wine Shop") pursuant to a lease to Knightsbridge Wine Shoppe, Ltd. ("Knightsbridge"). The Subject Property is located within the O-3 General Office District. As a condition of the issuance of a special permit for the operation of the Wine Shop, the Owner has agreed to pay for certain street improvements, when required to do so by the Village, along the Sunset Ridge Road frontage of the Subject Property.

B. The Owner deems it desirable and intends that all current and future owners, occupants, and any other persons acquiring an interest in the Subject Property, or in any portion thereof, shall at all times hold their interests subject to the covenants hereinafter set forth.

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**Section 2. Owner's Obligation to Contribute to Cost of Street Improvements.** The

Owner is hereby unconditionally and continuously obligated to contribute its proportionate share of the costs and expenses (the "Street Improvement Contribution") necessary to design and construct certain street improvements, including, but not limited to, construction of pavement, curb and gutter along the Sunset Ridge Road frontage of the Subject Property and curbing of the driveways to the Subject Property (the "Street Improvements"), when required to do so by the Village, in its sole and absolute discretion. Such construction shall be in compliance with engineering plans approved by the Village and all applicable laws, codes, ordinances, rules, and regulations, including, without limitation, the Village Standards and Specifications for Public and Private Improvements (1990), as amended from time to time.

**Section 3. Manner of Financing Street Improvements.** The Owner agrees to

cooperate, and agrees to require Knightsbridge to cooperate, with the Village in the establishment of, and agrees not to object to, any special assessment, special service area or other financing methods selected by the Village as the appropriate method of financing the construction of the Street Improvements.

**Section 4. Enforcement.** The Owner recognizes and agrees that the Village has a

valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

**Section 5. Exercise of Village Rights; Waiver.** The Village is not required to

exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

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**Section 6. Payment of Village Costs.** The Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty (30) days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

**Section 7. Amendment.** This Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

**Section 8. Covenants Running with the Land.** The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

**Section 9. Recordation.** This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant.

**Section 10. Headings.** The headings of the Sections herein are intended for reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Covenant.

**Section 11. Term.** The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10)

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years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the Governor of the State of Illinois as of the date of execution of this Restrictive Covenant.

**Section 12. Severability.** Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused this Restrictive Covenant to be executed on the date first above written.

OWNER: NBD BANK, SUCCESSOR TRUSTEE  
TO NBD TRUST COMPANY OF  
ILLINOIS, AS TRUSTEE UNDER A  
TRUST AGREEMENT DATED  
FEBRUARY 15, 1996 AND KNOWN  
AS TRUST NO. 53301-SK

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 1996 by \_\_\_\_\_, \_\_\_\_\_ Vice President of NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, an Illinois corporation, and \_\_\_\_\_ Secretary of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of said corporation, for the uses and purposes herein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

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Exhibit A [to Exhibit H]

Legal Description of the Subject Property

LOTS 11 AND 12 IN BLOCK 2 OF HUGHES BROWN MOORE CORPORATION'S FIRST ADDITION TO NORTH SHORE VILLA SUBDIVISION ALL PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 824 Sunset Ridge Road, Northbrook, Illinois 60062

P.R.E.I. Nos. 04-11-204-012  
04-11-204-013

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## EXHIBIT I

### UNCONDITIONAL AGREEMENT

To: The Village of Northbrook, Illinois

American National Bank and Trust Company of Chicago as Successor Trustee to  
NBD Bank, Successor Trustee to NBD Trust Company of Illinois, as Trustee under  
a Trust Agreement dated February 15, 1996 and known as Trust No. 53301-SK, and not personally  
corporation (the "Purchaser"), is the owner and Knightsbridge Wine Shoppe, Ltd., an Illinois  
corporation (the "Applicant") is the tenant of the property commonly known as 824 Sunset Ridge  
Road, Northbrook, Illinois. The Purchaser and the Applicant shall, and do hereby, uncondi-  
tionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and  
provisions of that certain Village of Northbrook Ordinance No. 96-2, adopted by the Northbrook  
Board of Trustees on January 9, 1996.

KNIGHTSBRIDGE WINE SHOPPE, LTD., an  
Illinois corporation

Witness:

*Lona N. Louis*

By: *Johnson C. Ho*  
Its: *President*

ATTEST:

By: *Johnson C. Ho*  
Its: *Secretary*

American National Bank and Trust Company of Chicago as Successor Trustee to

NBD BANK, SUCCESSOR TRUSTEE  
TO NBD TRUST COMPANY OF  
ILLINOIS, AS TRUSTEE UNDER A  
TRUST AGREEMENT DATED  
FEBRUARY 15, 1996 AND KNOWN  
AS TRUST NO. 53301-SK, an Illinois corporation  
and not personally

96-01292

By: *Joseph F. Sobacki*  
JOSEPH F. SOBACKI  
TRUST OFFICER  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*Attestation not required by American National  
Bank and Trust Company of Chicago Bylaws*

This instrument is executed by the undersigned Land Trust  
not personally but solely as Trustee in the exercise of its  
power and authority conferred upon and vested in it as ex  
Trustee. It is hereby agreed and approved that all  
warranties, representations, covenants, conditions, and  
other obligations of the Trustee under the Trust  
Trustee the undersigned Trustee of the Trust No. 53301-SK Trust  
and not personally, shall be deemed to be assumed or  
assumed against the Trustee or against of any warrant  
indemnity, representation, covenant, condition or agree-  
ment of the Trustee in this instrument.

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