

MEETING AGENDA

ZONING BOARD OF APPEALS WEDNESDAY, November 20, 2019 6:30 P.M.

MEMORIAL HALL - MEMORIAL BUILDING

(Tentative & Subject to Change)

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
 - a) Meeting of October 16, 2019
- 4. APPROVAL OF FINAL DECISIONS
 - a) V-02-19, 11 West Sixth Street
- 5. RECEIPT OF APPEARANCES
- 6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE
- 7. PRE-HEARING AND AGENDA SETTING
 - a) APP-01-19, 336 East Ogden Avenue, Land Rover Dealership
 - b) V-05-19, 500 South Grant Street, Hinsdale Central High School
- 8. PUBLIC HEARING
- 9. NEW BUSINESS
- **10.OLD BUSINESS**
- 11. ADJOURNMENT

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Darrell Langlois, ADA Coordinator at 630-789-7014 or by TDD at 630-789-7022 promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

www.villageofhinsdale.org

VILLAGE OF HINSDALE ZONING BOARD OF APPEALS MINUTES OF THE MEETING October 16, 2019

1. CALL TO ORDER

Chairman Bob Neiman called the regularly scheduled meeting of the Zoning Board of Appeals to order on Wednesday, October 16, 2019 at 6:30 p.m. in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois.

2. ROLL CALL

Present: Members Gary Moberly, Joseph Alesia, Keith Giltner, Tom Murphy, John Podliska, and Chairman Bob Neiman

Absent: Members Kathryn Engel

Also Present: Village Manager Kathleen A. Gargano, Village Attorney Michael Marrs, Director of Community Development/Building Commissioner Robb McGinnis and Village Clerk Christine Bruton

3. APPROVAL OF MINUTES

a) Meeting of September 18, 2019

Following corrections to the draft minutes, Member Alesia moved to approve the minutes of the regular meeting of August 21, 2019, as amended. Member Giltner seconded the motion.

AYES: Members Moberly, Alesia, Giltner, Murphy, and Chairman Neiman

NAYS: None

ABSTAIN: Member Podliska ABSENT: Member Engel

Motion carried.

4. APPROVAL OF FINAL DECISIONS

- a) V-03-19, 400 S. Pamela Circle
- b) There being no changes or corrections to the draft final decision, Member Giltner moved to approve the final decision for V-03-19, 400 S. Pamela Circle, as presented. Member Moberly seconded the motion.

AYES: Members Moberly, Alesia, Giltner, Murphy, and Chairman Neiman

NAYS: None

ABSTAIN: Member Podliska ABSENT: Member Engel

Motion carried.

5. RECEIPT OF APPEARANCES

The Court Reporter issued the oath to all those persons intending to speak during public hearing proceedings.

6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE – None

Mr. Steve Treadwell of 609 S. Lincoln addressed the Board regarding the fact that there are no sidewalks on 6th Street between Washington and Grant Streets. There is two-way traffic, lots of pedestrians and bike riders. There are bushes over 13' feet tall that obstruct visibility.

Since Mr. Treadwell's remarks relate to the public hearing on the agenda, Chairman Neiman asked him to defer his comments till later when the case is being addressed.

7. PRE-HEARING AND AGENDA SETTING

a) APP-01-19, 336 East Ogden Avenue

Chairman Neiman asked all parties to step up to the podium to provide an overview of all issues. Present were Mr. Michael Stick of 802 Franklin Street, Village Attorney Mr. Michael Marrs, and Mr. Scott Selfridge, Chief Financial Officer for Land Rover.

Mr. Stick said there are two issues regarding the Land Rover development that are problematic; 1) the location of the wall on the south side of the property; and, 2) the landscaping. Both of these are covered in the ordinance approved by the Village Board on February 8, 2018. The fence was to be placed on the property line at the highest point. In May, neighbors objected because they believe the fence was not properly located. Ultimately, the Village Attorney was asked for an interpretation. Mr. Marrs agreed the fence should be placed at the top of the berm, and in June Land Rover said they would comply. In August, the Village issued a Certificate of Zoning Compliance, and construction began. Since filing the appeal, neighbors have met with Village staff and Land Rover representatives, who again have agreed to put the barrier fence at the top of berm. Residents are skeptical.

Chairman Neiman suggested continuing the matter to the next meeting of the Zoning Board to give both parties time to reach an agreement. Rather than prepare for evidentiary argument, both parties would have 30 more days to resolve the issues. Mr. Stick said this makes sense, but they don't want to dismiss the appeal, and want to keep it pending.

With respect to the landscaping, Mr. Stick explained that Land Rover had proposed planting 83 10' foot arborvitae primarily on the south side, but residents want a mix of arborvitae and other trees. The ordinance says Land Rover will provide landscaping consistent with the proposed arborvitae to achieve a budget neutral mix. Mr. Stick asserts no landscape plan was provided, and the Certificate of Zoning Compliance was issued without the landscape plan. Since filing the appeal, neighbors got the budget, and the residents have provided a proposal for a budget neutral mix of landscaping. The problem now is Land Rover may not be able to find a vendor to provide the arborvitae this season. From the resident's point of view, the certificate

was improvidently entered without an approved landscaping plan. They are concerned the business will open without a wall and without landscaping.

Mr. Marrs and Mr. Selfridge agree a continuation is the appropriate way to proceed. Mr. Marrs explained the Village told Land Rover to stop working on the south of the property, as is consistent with the zoning code when an appeal is filed, but he would like work to continue given the meeting of minds between both parties. He confirmed that all parties agree to allow work to continue pursuant to the agreements reached by the neighbors and Land Rover. The landscaping plan is still the subject of back and forth, but all agree in principle to the plan; this issue should be closer to resolution in the next 30 days. Mr. Stick said they anticipate Land Rover will begin construction; and reiterated they want the wall and landscaping completed. Mr. Marrs confirmed that no vote of the Board was necessary to continue the

pre-hearing, and added a major adjustment is being considered by the Village Board on November 5. He anticipates a landscape plan will be agreed upon by that time.

by that time

8. PUBLIC HEARING

a) V-02-19, 11 West Sixth Street (continued from September 18, 2019)

Chairman Neiman opened the public hearing. Applicant Mary Jawor came to the podium. Chairman Neiman clarified that procedurally, the Board heard arguments on circular driveway last month. That matter will not be reopened; the public hearing is continued solely for the purpose of addressing the alternative solution. Mrs. Jawor confirmed there is no ambiguity about that. Chairman Neiman referenced a letter received a couple days ago from Mr. Panoff, who had a family emergency that prevents him from being at this meeting. If Mrs. Jawor is willing, the Board can continue this hearing, the neighbors can sit down together, everybody can explain their position, work together, and reach an agreement. The Board can then vote on both issues at that time. Mrs. Jawor stated she went to the Panoff's before the last meeting, and they were against anything she proposed. The variation is important to her, and she would like the case heard this evening.

A brief recess was taken to allow the applicant an opportunity to review Mr. Panoff's opinion as contained in his most recent letter.

The meeting reconvened at 7:06 p.m.

Mr. Panoff's letter references the driveway turnaround code. Chairman Neiman read the section of the code, but it was concluded 6th Street is not an arterial street, and therefore the provision does not apply. Mr. McGinnis explained the applicant needs the variation because parking is not allowed in a required front yard.

Mrs. Jawor addressed the criteria for approval as follows:

1. Unique physical condition – there is no parking allowed on the street in front of the home, but when they bought the house there was, and it was important to them. She believes there is a lack of public safety investment that would include sidewalks or the widening of the street. Her driveway

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- backs into the alley that serves Washington and Lincoln Street, basically backing into what amounts to a four-way stop. She wants the pad so that drivers can turn around and exit forward. She explained that 6th Street is only 18' feet wide; Lincoln Street, for example is 25.5' feet wide. The drive aisle is much smaller than others; there are enormous volumes of traffic, several schools in the area, and no sidewalks.
- 2. Denied substantial rights She believes the inability to have safe access to their vehicles is a denial of their substantial rights.
- 3. Not merely special privilege She said public safety is a right. Installation of the pad is an expense they will incur, and still likely loose property value because there is no on-street parking.
- 4. Code and Plan Purposes She does not believe this pad would be disharmonius. Hers is the only home fronting 6th Street on her block, there are two other driveways and an alley.
- 5. Essential character of the area it could be said that providing more parking is a benefit to her neighbors, since her family and guests would not have to park in front of their homes. There is no change to the landscaping; drainage has been addressed in the past. The request is under the allowable percentage for lot coverage, will not increase danger of fire, nor tax public facilities or utilities.
- 6. Not self-created They did not develop the property, the Village removed the parking.

Mr. McGinnis confirmed the specific code provision from which this variance requests relief is §9-1-4(F)(3)(eiii). The issue is the location of the pad in the front yard, not the size of the pad. Mrs. Jawor explained the rationale for the proposed size of the pad. Mr. McGinnis noted the required front yard is a function of block average, and therefore, sometimes there is room for a permitted turnaround. Prior to 2007 there was no prohibition.

Mr. Treadwell addressed the Board stating he is a friend and neighbor of the Jawors. Their children are friends, and he has used their driveway. He had written a letter in support of the circular driveway, but the reasons to approve the parking pad are the same. Given the intersection, the narrow road, and the lack of sidewalks, to exit facing forward is safer and provides better He believes approval of this variation is a reasonable accommodation to provide an improvement to the safety situation for this home.

Member Alesia moved to close the public hearing for V-02-19, 11 West Sixth Street. Member Moberly seconded the motion.

AYES: Members Moberly, Alesia, Giltner, Murphy, Podliska and Chairman Neiman

NAYS: None ABSTAIN: None

ABSENT: Member Engel

Motion carried.

DELIBERATIONS

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Circular Driveway

Chairman Neiman said the Board should begin with the circular driveway first. Member Moberly is in support of either one of these variances because of the safety issue. The driveway would look nicer, and landscaping would be easier. He agrees it takes up more of the front yard, but if the Board doesn't approve the circular driveway, then he's in favor of the pad.

Member Alesia said with respect to the circular driveway, he believes the essential characteristics of the neighborhood would be compromised because the circular driveway allows for more than one car. This could endanger the public health and safety. It would be right up to the lot line without a fence, and there are small children next door. His vote would be no. Member Giltner said this is difficult. Originally the issue was convenience, which he empathizes with because it is a unique street and there is no sidewalk, but the hardship is around safety. There is a safety concern, but he doesn't believe all the criteria has been met, and is not convinced that this is a hardship. Member Murphy believes the Board should vary from the rules as little as possible, and he defers a lot to neighborhood objections. He believes the Board should be careful about setting precedent, too, but given the level of objection, he is against both options. Member Podliska stated he will abstain from voting on the circular driveway because he was absent, and has not been able to watch the recording. Chairman Neiman doesn't believe the approving criteria has been met. He is troubled particularly by the focus last month and at pre-hearing being on the need for parking for vendors and convenience, and has now shifted to a safety

Member Moberly moved to approve the variation request for a circular driveway known as V-02-19, 11 West Sixth Street. Member Alesia seconded the motion.

AYES: Member Moberly

NAYS: Members Alesia, Giltner, Murphy and Chairman Neiman

ABSTAIN: Member Podliska ABSENT: Member Engel

Motion failed.

Parking Pad

Member Moberly said it is to the applicants benefit that this is not an arterial street. However it is a 'super street' in terms of traffic, much like Monroe or Madison or Eighth Streets. There is no other section in town that has this volume of traffic and is this narrow. This is the only house fronting 6th Street. The Village took away the parking and created the safety issue. The homeowner has a right to pull out of their property in a safe fashion. He described his perception of the driving problems in the area because of the traffic at certain

times of the day. He also noted Police reports that indicate there have been two accidents on this stretch of road. He contradicted Mr. Panoff's assertion that he is downhill from the subject property, but he is, in fact, uphill. Member Moberly does not believe there would be a flooding issue as a result of granting this variation. He believes allowing a remedy for safety reasons is appropriate.

Member Alesia stated he has no objection to the pad. He confirmed accident information had been provided by Deputy Chief Tom Lillie for the past five years; there were only two accidents, and he is shocked there haven't been more. With respect to increased congestion, 3-4 cars could be added with a circular driveway next to the lot line, but the parking pad is not by the lot line and would only allow one more car. He would approve the improved safety provided by this remedy.

Member Giltner remarked it is unfortunate the neighbor is not here to walk the Board through his concerns. He thinks the pad might be difficult to use, but is still struggling with this other remedy.

Member Murphy reiterated his concerns expressed with respect to the circular driveway. Discussion followed regarding whether parking should have ever been allowed. The neighbor reaction is significant, he knows it is busy, but is not persuaded by the narrow street. Member Moberly pointed out that there have been neighbor petitions in the past, specifically the Zook house case and the shed storage on Chestnut Street. In these cases the Zoning Board voted against the petitions; he added that petitions are usually driven by one family, not a neighbor groundswell. There are letters both pro and con for this case.

Member Podliska is conflicted because he was not here for the first hearing, and although the Board has bifurcated the matter into two pieces, it is still one petition, and he was not privy to what was discussed at last meeting. There is some impact to him on this because the applicant was asked not to repeat her testimony from last month. Therefore, he will abstain. It is a single proceeding, and it is not appropriate to cherry pick part of it.

Chairman Neiman says the applicant is closer with the pad than the driveway. However, he is still troubled with the rationale that has shifted to a public safety issue, from what was a convenience issue last month for guest and vendor parking.

Moved Moberly moved to approve the variation request for a parking pad known as V-02-19, 11 West Sixth Street. Member Alesia seconded the motion.

AYES: Members Moberly, Alesia, and Chairman Neiman

NAYS: Members Giltner and Murphy

ABSTAIN: Member Podliska ABSENT: Member Engel

Motion failed.

9. NEW BUSINESS - None

10.OLD BUSINESS – None

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2	11. ADJOURNMENT
3	With no further business before the Zoning Board of Appeals, Member Moberly
4	made a motion to adjourn the Zoning Board of Appeals of October 16, 2019.
5	Member Giltner seconded the motion.
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7	AYES: Members Moberly, Alesia, Giltner, Murphy, Podliska and Chairman
8	Neiman
9	NAYS: None
10	ABSTAIN: None
11	ABSENT: Member Engel
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13	Motion carried.
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15	Chairman Neiman declared the meeting adjourned at 7:46 p.m.
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19	Approved:
20	Christine M. Bruton
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FINAL DECISION

VILLAGE OF HINSDALE **ZONING BOARD OF APPEALS** PETITION FOR VARIATION

Zoning Calendar: V-02-19

Facts:

Mary & Michael Jawor Petitioner:

Meeting held: Public Hearing was held on Wednesday, September 18,

> 2019 at 6:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on July

25, 2019.

Premises Affected: Subject Property is commonly known as 11 W. 6th Street.

Hinsdale, Illinois and is legally described as:

MCGUIRE'S SUBDIVISION. LOT 2 IN BEING RESUBDIVISION OF LOT 11 (EXCEPT THE EAST 2 FEET OF THE NORTH 88 FEET OF SAID LOT 11) AND THE EAST 45 FEET OF LOT 12 (EXCEPT THE SOUTH 100 FEET OF SAID LOT 12) IN BLOCK 14 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE RAILROAD LANDS) OF SECTION 12. TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT OF SAID MCGUIRE'S SUBDIVISION RECORDED JULY 28, 1987 AS DOCUMENT R87-111756, IN DUPAGE COUNTY, ILLINOIS

In this application for variation, the applicant requests relief Subject:

from the driveway requirements set forth in 9-104-F(3)(e)(ii)(A) for the construction of a circular driveway. The code requires that lots be a minimum of 75' wide to be allowed a circular driveway and two curb cuts. The subject

lot is 67.26' wide and the specific request is for 7.75' of relief.

This property is located in the R-4 Single family Residential

District in the Village of Hinsdale and is located on the north side of Sixth Street between Lincoln and Washington. The property has a frontage of approximately 67.26, an average depth of 125', and a total square footage of approximately 9,533.25. The maximum FAR is approximately 3,483 square feet, the maximum allowable building coverage is 25% or approximately 2,383 square feet, and the maximum lot

coverage is 60% or 5,719.

Action of the Board: Members discussed the request and determined that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had not been met. The vote for the circular driveway was 1-4 against. The vote for the alternate request for a driveway turnaround was 3-2 against. The request was denied due to a lack of four affirmative votes. A motion to recommend approval for the circular driveway was made by Member Moberly and seconded by Member Alesia. AYES: Member Moberly NAYS: Members Alesia, Giltner, Murphy, Chairman Neiman ABSTAIN: Member Podliska ABSENT: Member Engel A motion to recommend approval for the alternate request for a driveway turnaround was made by Member Moberly and seconded by Member Alesia. AYES: Members Moberly, Giltner, Chairman Neiman NAYS: Members Alesia, Murphy ABSTAIN: Member Podliska ABSENT: Member Engel THE HINSDALE ZONING BOARD OF APPEALS Chairman Robert Neiman

Filed this ____day of _____, ___, with the office of the Building Commissioner.

7a



MEMORANDUM

DATE:

October 1, 2019

TO:

Chairman Neiman & Members of the Zoning Board of Appeals

CC:

Christine Bruton, Village Clerk

FROM:

Robert McGinnis, MCP

Director of Community Development/Building commissioner

RE:

Formal Appeal – APP-01-19; 336 E. Ogden Avenue

In this application for appeal, the applicants are appealing the issuance of a Certificate of Zoning Compliance issued for the construction currently underway at 336 E. Ogden Avenue (Bill Jacobs Land Rover).

The specific action being appealed is the Village Manager's issuance of the Certificate of Zoning Compliance for the subject property on or about 8/8/19; the Village Manager's approval and inclusion of a Letter of Agreement dated 8/8/19; the Village Manager's failure to enforce the ordinance approving Site Plan and Exterior Appearance Plan for an auto dealership-Bill Jacobs Land Rover- 336 E. Ogden Avenue approved 2/8/2018; and the Village Manager's failure to act the enforce Title 7, Chapter 2 of the Village Code.

This property is located in the B-3 Business District in the Village of Hinsdale and is located on the south west corner of Ogden Avenue and Oak Street.

CC:

Kathleen Gargano, Village Manager

Zoning file APP-01-19



19 E. Chicago Avenue, Hinsdale, IL 60521



APPLICATION FOR ZONING APPEAL

COMPLETE APPLICATION CCNSISTS OF (10) COPIES (All materials to be collated)

FILING FEES: \$1,100.00

Name of Applicant(s): Michael Stick on behalf of himself, Pontus Mattsson,
Ulrika Mattsson, Dany Bassil, Christina Girois, Brian Gambla, Amber Gambla
Rob Hopkins, Debbie Hopkins and Mary Beth King (all residents of north
Franklin Street)
Address of Subject Property: 336 E. Ogden Avenue, Hinsdale, IL 60521
If Applicant is not property owner, Applicant's relationship to property owner:
Applicants are all residential property owners on north Franklin Street, adjacent to the subject property.
FOR OFFICE USE ONLY

Date Received: 9/23/19 Zoning Calendar No. APP-01-19

PAYMENT INFORMATION: Check #_____Check Amount \$_

SECTION I

1. Owner . Name, mailing address, telephone number and email address of owner:		
Legal owner of subject property is unknown to appeal applicants. Underlying applicant is		
the project is variously Peter Nagel, Project Designer on bohalf of the Bill Jacoba Croup,		
The Redmond Company, Jacobs Auto Group, Bill Jacobs Land Rover and others. The Applicant for Certificate of Zoning Compliance is The Redmond Group. Pursuant to anid application, the Curren's name is stated to be Bill Jacobs Group. The Certificate of Zoning Compliance was issued to Jesse Treuden		
2. <u>Trustee Disclosure</u> . In the case of a land trust provide the name, address, telephone		
Unknown to appeal applicants		
3. Applicant. Name, address, telephone number and email address of applicant, if different from owner: Michael Stick (MStick@PorterWright.com, 630-373-1141) on behalf of himself, Pentus Mattreon, Ulrika Matteson, Dany Bassil, Christina Girgis, Brian Gambla, Amber Gambla, Rob Hopkins, Debbie Hopkins and Mary Beth King (all residents of north Franklin Street)		
4. Subject Property. (if applicable) Address and legal description of the subject property, use apparate sheet for legal description if necessary.		
336 E. Ogden Avenue, Hinsdale, IL 60521		
5. Described a Mario and address of each professional consultant advising applicant with respect to this application:		
a. Attorney:		

Village Control Appeal

	b. Engineer:
	c. Architect:
	d. Contractor:
6.	<u>Village Personnel</u> . Name and address of any officer or employee of the Village with
	an interest in the Owner, the Applicant, or the Subject Property, and the nature and
	extent of that interest:
	a
	b

7. <u>Survey</u>. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.

See application for Site Plan and Exterior Appearance Review submitted by Peter Nagel on behalf of Bill Jacobs Group, on file with Village of Hinsdale

Provide information responsive to Items 8-11 only if applicable:

- 8. <u>Evidence Zoning</u>. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
- 9. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official hap. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval does be such lack of conformity.
- 10. Zaning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance sate that has as a condition of or in connection with the approval being sought.
- 11. Successive Application. In the case of any application being filed less than two years after the decicl of an application academy accessive, see a section application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

When applying for an appeal to the Hinsdale Zoning Board of Appeals, provide the data and information required in Section I, and in addition, the following:

1.	Action Appealed. The specific order, decision, determination, or failure to act from which an appeal is sought: (Attach copy of any documents evidencing the action appealed.)
	Village Manager's issuance of Certificate of Zoning Compliance for subject property on or
	about 8/8/2019; Village Manager's approval and inclusion of purported Letter of Agreement
	dated 8/8/2019; Village Manager's failure to act to enforce Ordinance Approving Site Plan
	and Exterior Appearance Plan for an Auto Dealership - Bill Jacobs Land Rover - 336
	E. Odgen Avenue approved 2/8/2018 and Village Manger's failure to act to enforce
	Title 7, Chapter 2 of the Village Code.
2	<u>Facts</u> . The facts of the specific situation giving rise to the original order, decision, <u>determination</u> , or failure to act and to the appeal therefrom:
	See attached Addendum
3.	Relief Sought. The precise relief sought:
	See attached Addendum

4.	<u>Statement of Errors</u> . A statement of your position regarding each alleged error in the order, decision, determination, or failure to act being appealed and why the relie sought is justified and proper:	
	See attached Addendum	

SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

- 1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.
- 2 The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

SECTION IV

- 1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of \$500.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices, which are deducted from the original escrow payment. A separate invoice will be sent if these expenses exceed the original escrow amount.
- 2 Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an

amount deemed by him or her to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application be suspended or terminated.

3. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

SECTION V

By signing below, the applicants state that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Owner:
Signature of Owner:
Name of Applicant: Michael Stick on behalf of himself, Pontus Mattsson, Ulrika Mattsson, Dany Bassil, Christina Girgis, Brian Gambla, Amber Gambla, Rob Hopkins, Debbie Hopkins and Mary Beth King (all residents of north Franklin Street)
Signature of Applicant: McRal after
Date: September 22, 2019

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

LOTS 14, 15, 16 AND LOT 71 (EXCEPT THE SOUTH 60 FEET AND EXCEPT THE WEST 30 FEET THEREOF) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-01-211-002

PARCEL 2:

A PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID NORTHEAST 1/4 279 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 938.41 FEET TO THE NORTHWEST CORNER OF LOT 16 IN HINSDALE HIGHLANDS, FOR A POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER 300 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES WEST 200 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 300 FEET TO AN IRON STAKE ON THE SOUTH LINE OF OGDEN AVENUE; THENCE NORTH 79 DEGREES 48 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 09-01-211-001

PARCEL 3:

LOT 13 AND THE SOUTH 60 FEET OF LOT 71 (EXCEPT THE WEST 30 FEET THEREOF TAKEN FOR A PUBLIC STREET) IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-01-211-003 = LOT 13

PERMANENT INDEX NUMBER: 09-01-211-004 = SOUTH 60 FEET OF LOT 71

Addendum to Application for Zoning Appeal

1. The Certificate of Zoning Compliance is Deficient and was Issued in Error Because it Fails to Address the Location of the Barrier Fence

The 2/8/2018 Ordinance Approving a Site Plan and Exterior Appearance Plan for an Auto Dealership - Bill Jacobs Land Rover - 336 E. Ogden Avenue (hereafter "the Ordinance") requires Bill Jacobs Group (hereafter "Jacobs") to install an eight foot tall, five inch thick, five hundred foot long AFTEC barrier along the south property line "at the highest available point along the property perimeter". On May 6, 2019, Jacobs and the Village Arborist met with Appeal Applicants at the site and viewed the stakes placed by Jacobs indicating its proposed location of the barrier fence. Appeal Applicants immediately objected to Jacobs's proposed location of the barrier, which Jacobs intended to locate several feet down from the top of the berm located on the south side property perimeter. Appeal Applicants immediately advised Jacobs and the Village of their objection, indicating that locating the barrier fence down the slope of the berm is detrimental to the adjacent neighbors because it increases the noise and light emanating from the site, reduces the size of the buffer they were promised, reduces the greenspace between their homes and the barrier fence, and necessitates the removal of several mature trees that the neighbors believed could be preserved if the barrier fence were located where all parties agreed it would be placed - at the top of the berm. Appeal Applicants further notified Jacobs and the Village that the reduction in greenspace due to Jacobs's proposed location of the fence limits the species and number of additional plantings in the cul de sac that are to be selected by the neighbors (see Landscaping below). Appeal Applicants advised Jacobs and the Village that if Jacobs attempted to gain approval for this major adjustment to the site plan, it would be strongly opposed. Jacobs and the Village agreed to have the Village Attorney review the file and provide an interpretation of the Ordinance as relates to the location of the barrier fence. On June 4, 2019, the Village Manager advised that "the Village Attorney is in agreement with the residents regarding the location of the fence." On June 7, 2019, Kevin Jacobs informed Appeal Applicants by email that he was "happy to agree and comply with [the Village attorney's findings that the barrier should be placed for its entirety along the top of the berm." There followed months during which Jacobs failed to communicate with Appeal Applicants despite their repeated requests that he do so. During the week of September 16, 2019, Appeal Applicants learned that Jacobs persists in its plan to install the barrier at a location below the top of the berm and closer to the cul de sac on the north end of Franklin Street.

The August 8, 2019 Certificate of Zoning Compliance (hereafter "COZC") (which Appeal Applicants became aware of on September 19, 2019) states that it is issued for site work, which would include construction of the barrier. See Exhibit A, Certificate of Zoning Compliance and application for Certificate of Zoning Compliance. The COZC states that work under the certificate is limited to that authorized under permit No. P18-7515 and an August 8, 2019 Letter of Agreement. See Exhibit B, Letter of Agreement. Permit No. P18-7515 is not appended to the application for COZC, the Letter of Agreement or the COZC. Appeal Applicants have been unable to locate Permit No. P18-7515 on the Village website and have issued a Freedom of Information Act request for additional documents not available to Appeal Applicants as of the date of filing of this appeal.

The Letter of Agreement addresses the installation of the barrier, but the only restriction on barrier installation is that "[s]tamped and sealed structural drawing from precast concrete wall manufacturer required prior to installation." The COZC is deficient and issued in error because it does not require Jacobs to install the barrier along the top of the berm or provide that the Village shall supervise, inspect and approve Jacobs's proposed location of the barrier.

2. The Certificate of Zoning Compliance is Deficient and was Issued in Error Because it Fails to Properly Address Landscaping

The Ordinance requires that Jacobs provide landscaping along the south property perimeter "consistent with" its plan to provide eighty-three, ten-foot-tall, Hetz Wintergreen Arborvitae. The Ordinance incorporates Jacobs's Landscape Plan dated 2/2/2018 as approved by the Plan Commission. The Ordinance uses the "consistent with" language because the adjacent neighbors stated a preference for a mix of Arborvitae and other trees. Indeed, the Ordinance requires that Jacobs "shall work with the Village Arborist and the adjacent neighbors to achieve a budgetneutral mix of arborvitae and evergreen trees along the south wall." Jacobs and the Appeal Applicants agreed that Jacobs would provide Appeal Applicants with a budget for eighty-three, ten-foot-tall arborvitae, and the Appeal Applicants would then propose a budget-neutral mix of arborvitae and other trees to be planted along the south property perimeter. Jacobs has never provided Appeal Applicants with a budget for eighty-three, ten-foot-tall arborvitae. When Appeal Applicants requested such a budget, Kevin Jacobs responded in a June 21, 2019 email that he intended to "work through all of the details with you all (tree removal, alternative budget and plant selection, installation timing, maintenance, Etc.)" Between June 21, 2019 and the week of September 16, 2019, Jacobs failed to communicate with the Appeal Applicants about any of the above issues despite their multiple requests for a meeting to resolve these outstanding issues as required under the Ordinance. Because Jacobs has failed to provide a budget, Appeal Applicants are unable to propose a budget-neutral mix of arborvitae and other trees for the south perimeter of the subject property. Because Jacobs has failed to provide a budget, Appeal Applicants have been deprived of the opportunity to work with the Village Arborist and Jacobs to achieve agreement regarding a budget-neutral mix of Arborvitae and other trees along the south property perimeter.

The COZC states that it is issued for site work, which would include landscaping. The August 8, 2019 Letter of Agreement which sets forth authorized work under the COZC specifically mentions landscaping and states that "this permit is being granted with conditional approval as to the final location of the eighty-three 'Hetz Wintergreen Arborvitae." The COZC is deficient and issued in error because it does not specify the required ten foot height of the Arborvitae, does not require Jacobs to provide Appeal Applicants with a budget for eighty-three, ten foot tall arborvitae, and does not require that Jacobs work with the Village Arborist and the adjacent neighbors to achieve a budget-neutral mix of arborvitae and other trees along the south wall.

3. The Certificate of Zoning Compliance is Deficient and was Issued in Error Because it Fails to Properly Address Tree Removal

In May 2019, Jacobs, the Village Arborist and Appeal Applicants met on the site to discuss tree removal, landscaping and placement of the barrier wall. Appeal Applicants objected to Jacobs's and the Village Arborist's plan to remove a large number of mature trees in the cul de sac on the north end of Franklin Street that abuts Jacobs's site. Appeal Applicants immediately sought to and did obtain an opinion from an expert from the Morton Arboretum regarding which trees were necessary to be removed and which trees could be preserved. Appeal Applicants notified Jacobs and the Village Arborist on June 20, 2019 that they had received said opinion and requested a meeting to discuss tree removal and other outstanding issues. Kevin Jacobs acknowledged receipt of Appeal Applicants' email the following day and indicated he would be back in touch to work through all of the details. Appeal Applicants heard nothing further from Jacobs or the Village Arborist until the week of September 16, 2019, when Appeal Applicants were informed that, in conjunction with the barrier installation, Jacobs intends to remove all but three mature trees from the cul de sac area. It is not clear whether Jacobs intends to remove trees on public property, private property or both.

The August 8, 2019 Letter of Agreement which sets forth authorized work under the COZC provides as follows: "No permission is given to remove any public tree. Notify the Village 24 hours prior to the start of work within the drip line of the public trees to the south of the property for fence installation. All tree work conducted in conjunction with the installation of the fence should be determined with Village staff prior to work being started."

Title 7, Chapter 2 of the Hinsdale Village Code requires that Jacobs provide fourteen days prior written notice if it proposes to remove a Landmark Tree (defined as a tree 8 or more inches in diameter measured at 4-1/2 feet above ground) located on Jacobs's own property.

The COZC is vague, deficient and issued in error because it appears to suggest that Jacobs is authorized to remove public trees with 24 notice to the Village and is authorized to remove Landmark Trees without restriction, in violation of Title 7, Chapter 2 of the Hinsdale Village Code and because it does not adequately provide that the Village shall supervise, inspect and approve Jacob's proposed tree removal sufficiently in advance of the proposed removal.

4. The Certificate of Zoning Compliance was issued in violation of the Hinsdale Zoning Code and is therefore *void ab initio*.

Section 11-401 of the Hinsdale Zoning Code provides in pertinent part:

A. Authority: The village manager shall have authority to issue certificates of zoning compliance, but only in accordance with the provisions of this section.

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D. Relation To Other Applications: No application filed pursuant to part III of this article with respect to a specific use or development proposal shall be processed unless an application for a certificate of zoning compliance shall first have been received, processed, and approved, or denied solely on one or more grounds that form the basis for the application filed pursuant to part III of this article. It is the intent of this section that no application filed pursuant to part III of this article with respect to a specific use or development proposal shall be processed until the village manager is satisfied that the proposed use or development complies with the provisions of this code in all respects except those within the scope of such application.

E. Procedure:

- 1. Application: Applications for certificate of zoning compliance shall be filed in accordance with the requirements of section 11-301 of this article.
- 2. Action On Application: Within thirty (30) days following receipt of a completed application for a certificate of zoning compliance, the village manager shall cause the application and related submissions to be reviewed for compliance with this code and shall inform the applicant whether the application has been granted or denied.

3.Contents Of Certificate: Each certificate of zoning compliance issued pursuant to this section shall state the specific use of the subject property for which it is issued, shall identify the specific plans, if any, pursuant to which it is issued, and shall set forth any conditions imposed in connection with any approval granted pursuant to this code.

H. Void Certificates: Any certificate of zoning compliance issued in violation of the provisions of this code, whether intentionally, negligently, or innocently, shall be void ab initio and shall give rise to no rights whatsoever. (1991 Code; Ord. O2006-82, § 2, 11-28-2006; Ord. O2015-09, 3-17-2015)"

. . .

The Certificate of Zoning Compliance provides that [w]ork under this certificate shall be limited to that authorized under the above listed permit and Letter of Agreement only." Although it fails to mention that the Ordinance requires Jacobs to work with Appeal Applicants to achieve a budget-neutral mix of arborvitae and other trees (see Landscaping above), the August 8, 2019 Letter of Agreement does recognize that the Ordinance requires a landscaping plan consistent with eighty-three arborvitae. The Letter of Agreement also acknowledges that the the February 5, 2019 landscaping plan submitted in conjunction with Jacob's request for a Certificate of Zoning Compliance indicated only fifty-three arborvitae. Jacob's landscaping plan was clearly not in compliance with the Ordinance and the request for a COZC should have been denied on this basis alone.

Instead, the Letter of Agreement states that "this permit is being granted with conditional approval as to the final location of the eighty-three 'Hertz Wintergreen Arborvitae. A revised landscape plan (LSP1.1) is to be provided for review and approval." In essence, the Village Manager determined that Jacob's landscaping plan was not in compliance with zoning requirements, but granted the COZC anyway on the condition that Jacobs at some undisclosed date in the future submit a revised landscaping plan for further review and potential approval by the Village. The obvious problem is that the Hinsdale Zoning Code requires that the Village Manager not issue a COZC until an approved landscape plan is actually submitted.

The Village Manager's authority in determining whether to issue a Certificate of Zoning Compliance clearly set forth in Section 11-401(E)(2) and is limited to only two options: grant or deny the application. The Village Manager does not have authority to issue a Certificate of Zoning Compliance on the condition that a deficient landscape plan be remedied and submitted for further review and potential approval at some undisclosed date in the future. The Village Manager had authority to issue the COZC only if Jacob's landscape plan complied with the Ordinance and the remainder of the Zoning Code. In the Letter of Agreement, the Village Manager and Jacobs both acknowledged that the landscape plan submitted by Jacobs did not comply the Ordinance. And, there is no guarantee that Jacobs will ever submit a landscape plan that complies with the Ordinance. Until a landscape plan that complies with the Ordinance is submitted by Jacobs, the Village Manager has no authority to issue a COZC. The COZC was issued in violation of Section 11-401(E)(2) and is therefore void ab initio.

5. Relief Requested

The COZC is vague, deficient and issued in error because it does not sufficiently restrict Jacob's construction activities as required under the Ordinance, the Village Code and the Zoning Code and does not adequately provide for inspection and supervision by the Village of Jacobs's construction activities. In addition, the COZC is void *ab initio* because it was issued even though the landscape plan submitted for review was not in compliance with the Ordinance. These deficiencies are material because, although Appeal Applicants have endeavored to work cooperatively with Jacobs for two years, Jacobs has since June 2019 apparently decided to stop communicating with Appeal Applicants and ceased any effort to work cooperatively with Appeal Applicants to resolve outstanding issues as required under the Ordinance. As a result, Appeal Applicants are now almost wholly dependent upon stringent oversight by the Village to protect against unilateral and detrimental actions by Jacobs in violation of the Ordinance. Appeal Applicants respectfully request that the Zoning Board of Appeals grant the following relief:

- A. Issue a temporary restraining order staying all work in furtherance of the August 8, 2019 COZC and the purported Letter of Agreement of the same date.
- B. Find that the Village Manager's issuance of the August 8, 2019 COZC was erroneous and void ab initio.

- C. In the alternative, modify the COZC to require Jacobs to perform under the Ordinance, the applicable sections of the Zoning Code and the applicable titles of the Village Code as follows:
 - 1. Install the barrier fence along the top of the berm along the entirety of the south property perimeter;
 - 2. Require that at least 72 hours prior to performance of any work to install the barrier fence, Jacobs shall call a meeting of the Village and the Appeal Applicants to inspect and approve the proposed location of the barrier fence; require that said meeting also include Jacobs's fence contractor and general contractor; require that, upon agreement of the location of the fence, the location to be noted on an updated site plan to be provided to the Village for approval prior to installation of the barrier fence, and require pre-pour inspection for all barrier fence footings and fence section installation.
 - 3. Require Jacobs to immediately provide the Village and Appeal Applicants with a budget for eighty-three, ten-feet-tall Hetz Wintergreen arborvitae and, within 7 days, call a meeting of the Village Arborist and Appeal Applicants to agree upon a budget-neutral mix of arborvitae and trees to be placed along the south barrier wall, and to submit an updated Landscaping Plan properly describing the type and location of each planting;
 - 4. Require Jacobs to provide 14-day notice to the Village and Appeal Applicants regarding which specific trees it proposes to remove prior to any such removal; require Jacobs to obtain Village approval for any proposed removal of public trees and Landmark trees on private property; require Jacobs to replace any removed trees with new Landmark Trees; and during the period of construction of the barrier fence, require Jacobs to place such guards around all nearby trees standing within the lines of any street, parkway or other public place as shall effectively prevent injury to such trees in accordance with the Village's design for mandatory tree protection during construction policy, as amended.

Appeal Applicants reserve the right to amend and supplement this Application as needed prior to the hearing of this matter.

VILLAGE OF HINSDALE

Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in Application #P18-7515 for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Jesse Treuden

Address or description of subject property:

336 E. Ogden

Use or proposal for subject property For which certificate is issued:

Building Shell & Sitework

Plans reviewed, if any: See attached plans, if any.

Conditions of approval of this certificate:

Work under this certificate shall be limited to that authorized under the above listed permit and Letter of Agreement only.

Note: other conditions may be attached to approval of any pending zoning application.

Exhibit A to Addendum to Application for Application for Application for

NOTE ALL OF THE FOLLOWING CAREFULLY:

This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.

This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.

Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.

Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.

If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void ab initio and shall give rise to no rights whatsoever.

By:

Village Manager

Dated:

, 20__

3611015_v1

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

19 East Chicago Avenue Hinsdale, Illinois 60521-3489 630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

	or a think the second of the s
Applicant's name:	the teaming Co.
Owner's name (if different)	Bill Jacobs Group
Property address:	336 Orden Ave
Property legal description:	[attach to this form]
Present zoning classification	on: IB, Institutional Buildings- B 3 <i>Uneral Busines</i> 1
Square footage of property	: 157,687 (3.62 acres)
Lot area per dwelling:	<u>VA</u>
Lot dimensions:	432 x 435
Current use of property:	former GM training facility (vacant)
Proposed use:	Single-family detached dwelling Other: auto deachip
Approval sought:	☐ Building Permit ☐ Variation ☐ Special Use Permit ☐ Planned Development ☐ Site Plan ☐ Exterior Appearance ☐ Design Review ☐ Other:
Brief description of reques	and proposal:
convert building on site.	to Land Rover branded facility. Project is mostly
interior remodel with new	extern materials. Seek permission to maintain existing wing
Plans & Specifications:	to Land Rover branded facility. Project is mostly exterior materials. Seek permission to maintain existing wring, submit with this form of building setbalk that alredy
	ovided: Required by Code:
Yards:	
front:	5 (oxisting) 15
interior side(s)	(existing)

Provided:	Required by Code:	•	
corner side rear	5 (Cristing) 6 and (Cristing)	25'	
Setbacks (businesses ar front: Interior side(s) corner side rear others: Ogden Ave. Center: York Rd. Center: Forest Preserve:	MA (3 Min. (tristing) 150 min (tristing) 40 min (tristing) 60 (saisting) NA NA	NA 10 7 25 20 1 100 1 NA NA	
Building heights:		,	
principal bullding(s): accessory building(s)	<u> 70'</u> : <u>N4</u>	30' N4	
Maximum Elevations:			
principal building(s): accessory building(s)	20° NA		
Dwelling unit size(s):	NA.	N4	
Total building coverage:	23.4%	NA	
Total lot coverage:	28.9%	90%	
Floor area ratio:	0.23	0.5	
Accessory building(s):	NA		
Spacing between building	gs:[depict on attached p	olans]	
principal building(s): <u>W4-</u>			
Number of off-street parking spaces required: 263 Number of loading spaces required: 111			
Statement of applicant:	•		
I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.			
By: Applicant's signature ,			
Peter Nagel			
Applicant's printed name			
Dated: 8/14/17, 20			

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VILLAGE OF HINSDALE

Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in Application #P18-6780 for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Land Rover Hinsdale LLC

Address or description of subject property:

336 E. Ogden Ave.

Use or proposal for subject property For which certificate is issued:

Commercial Occupancy

Plans reviewed, if any: See attached plans, if any.

Conditions of approval of this certificate:

Work under this certificate shall be limited to that authorized under the above listed permit only.

Note: other conditions may be attached to approval of any pending zoning application.

NOTE ALL OF THE FOLLOWING CAREFULLY:

This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.

This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.

Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.

Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.

If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void ab initio and shall give rise to no rights whatsoever.

By:	Village Manager	
Dated:		, 20
# 3611015_v1		

Village Hall 19 East Chicago Avenue Hinsdale, Illinois 60521-3431 630-789-7000



Fire & Police Departments 121 Symonds Drive Hinsdale, Illinois 60521-3744 Fire 630-789-7060 Police 630-789-7070

LETTER OF AGREEMENT

336 E. Ogden Avenue

Site Only Permit: Site Revisions including Parking Lot Pavement Revisions, Parking Lot Restriping, Installation of Light Poles, Landscaping and Utilities August 7, 2019

By signing and dating below, I acknowledge that I understand that the following comments are conditions and/or code requirements for the building permit being issued for the above referenced work:

- 1. The February 2018 In-Site Landscape Design submittal indicated eighty-three arborvitae. Eighty-three 'Hetz Wintergreen' Arborvitae are to be provided. As the submitted LSP1.1 02/05/19 plan indicates only 53 'Hetz Wintergreen' arborvitae, this permit is being granted with conditional approval as to the final location of the eighty-three 'Hertz Wintergreen' Arborvitae. A revised landscape plan (LSP1.1) is to be provided for review and approval. No installation of landscaping can begin without the landscape plan approval. Project may not be finaled without landscaping approval.
- No permission is given to remove any public tree. Notify the Village 24 hours prior to the start of work within the
 drip line of the public trees to the south of the property for fence installation. All tree work conducted in
 conjunction with the installation of the fence should be determined with Village staff prior to work being
 started.
- Inspection shall be required as follows: light pole base pre-pour.
- 4. Engineering and Public Works Inspections shall be required as follows: Proof roll of pavement sections, any connections to the storm or sanitary sewers or to the water mains, street patches for sewer and main connections, driveways, sidewalks & curbs in the parkway and Final Grade Survey. These will be carried out in accordance with the text provided on the attached Engineering Inspections check list.
- 5. Suppression and Detection under separate permit.
- 6. Stamped and sealed structural drawings from precast concrete wall manufacturer required prior to installation.
- 7. The lighting of the parking lot will be reduced to security levels one hour after closing but no later than 9 p.m. Security levels are defined as 15,000 lumens per fixture. The adjacent neighbors, Village and Applicant agree to meet, if deemed necessary by any party, thirty (30) days after the lights are first in use in order to evaluate and assess the impact of the lights and to determine whether modifications are necessary.
- 8. Per ordinance 2014-15; "Projects receiving a permit will be required to submit an updated completion schedule and/or progress update to the Director of Community Development at three (3) month intervals until project completion. Lack of diligent and continuous progress toward completion as determined by the village through either inspections or written updates will result in permit expiration."
- 9. Construction rules shall be strictly adhered to. No work or deliveries before 8:00 a.m. (Monday Saturdays) No work after 8:00p.m. (Monday Friday) or after 4:00p.m. on Saturdays. No work allowed on Sundays.

	ston Lea Ba	ii days. No work allowed on saridays.
COMPANY The R	edmond Company	DATE 8/8/2019

MEMORANDUM

TO: Chairman Neiman and Members of the Zoning Board of Appeals

FROM: Robert McGinnis MCP

Director of Community Development/Building Commissioner

DATE: November 13, 2019

RE: Zoning Variation – V-05-19; 5500 S. Grant (Hinsdale Central High School)

In this application for variation, the applicant requests relief from:

- 1. 9-104(J)(1)(e)(xi) To allow a reduction in required parking from 882 to 583 spaces. It should be noted that the existing count is 560 and that the plan is to increase the count as part of the project to 583.
- 2. 9-104(H)(2)(g&i); 9-105(c)(2); 9-107(A)(1&2); 9-107(B) To waive landscape island, 10' open space buffer, and loading space screening requirements in order to maximize the number of parking spaces.
- 3. 9-12-3(E) To waive the 8' height limitation on fences for the construction of safety netting at the baseball field on the northeast corner of Grant and 57th.
- 4. 9-12-3(D&E); 7-310 To waive the 8' height limitation on fences and the setback requirements in order to replace the existing chain link tennis court fencing, track fencing, baseball field backstop, and miscellaneous athletic field fencing.
- 5. 7-310; 9-107(H)(2) To waive the building setback, building height, and screening requirements for the construction of 2 soccer field team shelters and a press box.

This relief is being requested in order to replace and/or construct new improvements as part of the capital improvement program for Hinsdale Central High School.

It should be noted that this project will move on to both the Plan Commission and the Board of Trustees once the ZBA renders its decision. The ZBA has final authority on the request for an increase in fence height and setback for the baseball field backstop and the soccer team shelters and press box. The balance will move on to the Board of Trustees as a recommendation.

cc: Kathleen A. Gargano, Village Manager Zoning file V-05-19

Zoning Calendar No. V-05-19

VILLAGE OF HINSDALE APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF TEN (10) COPIES (All materials to be collated)

FILING FEES: RESIDENTIAL VARIATION \$850.00

DATE OF APPLICATION:	November 11, 2019
If Applicant is not property ow District Architect	rner, Applicant's relationship to property owner.
TELEPHONE NUMBER(S):_	630-495-1900
ADDRESS OF SUBJECT PI	Hinsdale Central High School ROPERTY: 5500 South Grant Street
NAME OF APPLICANT(S):	ARCON Associates, Inc Nicholas Graal, Project Architect



SECTION I

Pleas	se complete the following:
1.	Hinsdale Township <u>Owner.</u> Name, address, and telephone number of owner: High School District 86
1.	5500 South Grant Street, Hinsdale, Illinois 60521, 630-655-6100
	3500 South Grant Street, Finsdale, lilinois 60321, 650-655-6100
2.	Trustee Disclosure. In the case of a land trust the name, address, and telephone number of
	all trustees and beneficiaries of the trust: Not Applicable
3.	Applicant. Name, address, and telephone number of applicant, if different from owner, and
	applicant's interest in the subject property:
	ARCON Associates, Inc., 2050 S. Finely Road, Suite 40, Lombard, Illinois 60148
	630-495-1900, District Architect
4.	Subject Property. Address and legal description of the subject property: (Use separate sheet
т.	
	for legal description if necessary.) See Attachment 'A'
5.	Consultants. Name and address of each professional consultant advising applicant with
	respect to this application:
	Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP a. Attorney: 3030 Salt Creek Lane, Suite 202, Arlington Heights, Illinois 60005
	Eriksson Engineering Associates, LTD. b. Engineer: 145 Commerce Drive, Suite A, Grayslake, Illinois 60030
	Owner's Representative: Cotter Consulting
	C. 745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527 Construction Manager: Pepper Construction
	d. 411 Lake Zurich Road, Barrington, Illinois 60010

6.	<u>Village Personnel</u> . Name and address of any officer or employee of the Village with an
	interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of
	that interest:

a.	Steve Cashman, Hinsdale IL, Chair of Village of Hinsdale Plan Commission, School District 86 Facilities Committee Member
b.	

7. Neighboring Owners. Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage. See Attachment 'B'

After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and <u>all</u> certified mail receipts to the Village.

- 8. <u>Survey</u>. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.

 Survey attached
- 9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.

 Site Plan attached and see attachment 'F'
- 10. <u>Conformity</u>. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.

 See Attachment 'C'
- 11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.

 See Attachment 'C'
- 12. <u>Successive Application</u>. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code. See Attachment 'C'

SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

of such inte	rest, and the s			ave in the Sub ch interest.	ject Project,	date of	acquisition
See Attac Ordinance variation is	Provision. T	he specific	provisi	ons of the Zo	ning Ordina	ınce froi	m which a
See Attacl	nment 'E'						<u></u>
feature or fe		roposed use	, constri	sought, the praction, or deve needed.)			
See Attacl	nment 'E'						
							
					<u> </u>		
							
Ordinance t	hat would be n	ecessary to p		num variation	e, constructi	on, or de	velopment
(Attach See Attac	separate	sheet	11	additional	space	is	needed.)
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		· · · · · · · · · · · · · · · · · · ·					
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				naracteristics (
support the	grant of the red	quired variat	ion. In a	Ordinance an	r general ex	planatio	ou believe 1, you mus
				its for the grai			

- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
- (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
- (c) <u>Denied Substantial Rights</u>. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- (e) <u>Code and Plan Purposes</u>. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- (f) <u>Essential Character of the Area</u>. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or
 - Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - (3) Would substantially increase congestion in the public streets due to traffic or parking; or

	(4)	Would unduly increase the danger of flood or fire; or
	(5)	Would unduly tax public utilities and facilities in the area; or
	(6)	Would endanger the public health or safety.
(g)	the al perm (Atta	Other Remedy. There is no means other than the requested variation by which leged hardship or difficulty can be avoided or remedied to a degree sufficient to it a reasonable use of the Subject Project. ch separate sheet if additional space is needed.) Attachment 'E'
		

SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

- 1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.
 - Plans Attached.
- 2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

See Attachment 'F' and Site Plan

SECTION IV

- 1. <u>Application Fee and Escrow.</u> Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
- 2. Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
- 3. <u>Establishment of Lien</u>. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

SECTION V

The owner states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Tammy Prentiss, Superintendent
Janny Prentin
Nicholas GRAAC Project Architect
Mary -
11/5/19

ATTACHMENT A

Hinsdale Township High School District 86
Hinsdale Central High School
5500 S. Grant Street, Hinsdale, Illinois 60521

PARCEL I:

LOTS 1 AND 2, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL II:

THE EAST 350 FEET OF THE NORTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THENORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL III:

THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THENORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IV:

THE NORTH HALF OF THE NORTH HALF OF LOT 3 (EXCEPT THE EAST 350 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL V:

THE SOUTH HALF OF THE NORTH HALF (EXCEPT THE EAST 350 FEET THEREOF) OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VI:

THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VII:

THE NORTH HALF OF LOT 4 (EXCEPT THE EAST 200 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VIII:

LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IX:

LOT 5 (EXCEPT THE EAST 150 FEET THEREOF), IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL X:

THE WEST 75 FEET OF THE EAST 150 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XI:

THE EAST 75 FEET OF LOT 5, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 16, 1946 AS DOCUMENT NO. 495827, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XII:

THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XIII:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PARCEL XIV:

LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT B

Central - 250ft Entire Campus Offset

Central - 250m t	ntire campus offset						
PIN	OWNER	PROPERTY STREET NUMBER	PROPERTY STREET DIRECTION	PROPERTY STREET NAME	PROPERTY APARTMENT	PROPERTY CITY	PROPERTY ZIPCODE
0912320020	PHILLIPS; RIC & KATHLEEN	217	W	SSTH ST		HINSDALE	60521
0912320019	YUSUF; SHAHIO TR	944	S	GRANT ST		HINSDALE	60521
0913103008	BENNETT III TR; B T & E	302	W	57TH ST		HINSDALE	60521
0913103093	DONG; CHI	5702		FOXGATE LN		HINSDALE	60521
0912319014	WILLIAMS; ERIC & ELIZABETH	948	\$	VINE ST		HINSDALE	60521
0913101027	SCHOOL DISTRICT NO 86			55TH ST		HIN5DALE	60521
0913103006	NEMESNYIK TR; CAROL	318	w	57TH ST		HINSOALE	60521
0913103094	PITCHER; ERIC & ANN	5704		FOX GATE LN		HINSDALE	60521
0913100014	HINSDALE TWINSHP DIST 86	303	W	57TH ST		HINSDALE	60521
0912371015	LEISTEN; KATHLÊEN R TR	37		CAMBERLEY CT		HINSDALE	60521
0913103105	ALI; FEROZ & RAEESA	5707		FOXGATE LN		HINSOALE	60521
0913103092	FOXGATE LTD HOMEOWNERS			S7TH ST		HINSDALE	60521
0912320007	BATRA REAL ESTATE LLC	945	5	VINE ST		HINSDALE	60521
0913103096	RADAWI; DANIA	5708	_	FOXGATE LN		HINSOALE	60521
0912320018	KUO; JIM FA JEN & MAJ P	938	5	GRANT ST		HINSOALE	60521
0912320006	HARRIS; I & S JACOBS	937	S	VINE ST		HINSDALE	60521 60521
0913100015	SCHOOL DISTRICT NO 86		_	SSTH ST		HINSDALE	60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST WASHINGTON ST		HINSDALE HINSDALE	60521
0913104030	HAMPTONS OF HINS MST ASSO					HINSDALE	60521
0913100016	VILLAGE OF HINSDALE	202	397	57TH ST 57TH ST		HINSDALE	60521
0913100013	BOARD OF EDUCATION 86	307	w	VINE ST		HINSDALE	60521
0912320005	CARROLL; RICHARD & ALICIA	931	\$ \$	GRANT ST		HINSDALE	60521
0912321005 0913103047	BURNS; CURT & JENNIFER PAPPU; SUNDER & I RAJU	933 316	w	57TH ST		HINSDALE	60521
0912321032	RISMANTAB-SANY; JAUL & M	945	5	GRANT ST		HINSDALE	60521
0912321032	GRAY; HYLTON & AISLING	932	5	VINE ST		HINSDALE	60521
0913103108	STRAUCH; DAVID &KATHARINE	5701	3	FOXGATE LN		HINSDALE	60521
0913100011	HINSDALE TWP H S DIST 86	315	w	S7TH ST		HINSDALE	60521
0913104015	CHICAGO TITLE HTH2242	5701	\$	GRANT ST		HINSDALE	60521
0913100017	SCHOOL DISTRICT NO 86	3,01	•	SSTH ST		HINSDALE	60521
D913103105	CHESS; KENNETH & GEORGIA	\$705		FOXGATE LN		HINSDALE	60521
0913103095	ATG TRUST CO TR L013-029	5706		FOXGATE LN		HINSDALE	60521
0912319007	STERK; LEO & JACQUELINE	943		ALLMEN AVE		HINSDALE	60521
0913100012	HINSDALE TWSHP H S 86	311	w	S7TH ST		HINSDALE	60521
0913103107	GUERIN; RICHARD & EILEEN	\$703		FOXGATE LN		HINSDALE	60521
0913103048	BOSTROS; SAML F	310	w	S7TH ST		HINSDALE	60521
0913103134	MAINS; W & 8 KUSH TR			GRANT ST		HINSDALE	60521
0913104002	LOWENTHAL; JODY ANN	30	W	S7TH ST		HINSDALE	60521
0912320017	CAO; SHUMIN	932	S	GRANT ST		HINSDALE	60521
0913100006	VILLAGE OF HINSDALE			MADISON ST		HINSDALE	60\$21
0912319013	VAUGHAN, ANN L	940	S	VINE ST		HINSDALE	60521
0913104016	CHICAGO TITLE HTH2242	5701	S	GRANT ST		HINSDALE	60521
0913103049	SHARMA; VINAYA K	15W705	W	57TH ST		HINSDALE	60523
0912319006	DUSKY; MAURICE & MARIA TR	937		ALLMEN AVE		HINSDALE	60521
0913103101	CHICAGO TRUST CO BEV-4067	5717		FOXGATE LN		HINSDALE	60521
0913103104	KLQUBEC; DEBORAH	5709		FOXGATE LN		HINSDALE	60521
0913103099	KALBER; BETTY R	5714		FOXGATE LN		HINSDALE	60521
0913103100	HARRIS BANK L1490	5716		FOXGATE LN		HINSDALE	60521
0913103103	ORZA; FLORIN & DANIELA	5711		FOXGATE LN		HINSDALE	60521
0913103102	NARDULLI; ANTHONY & M	5715		FOXGATE LN		HINSDALE	60521 60521
0913103098	GRIFFITHS; JEAN W	5712		FOXGATE LN		HINSDALE	60521
0913103097	PEART; ABIGAIL TRUST	5710	w	FOXGATE LN 57TH ST		HINSDALE	60521
0913100009 0914208005	MARTIN; GERALD & LESLIE MURPHY TR; MATTHEW M & A	323 5619	s .	THURLOW ST		HINSDALE	60521
0912319005	LARSON; SCOTT & SYLVIA	931	3	ALLMEN AVE		HINSDALE	60521
0913100010	FU; NING X & S YEH	319	w	S7TH ST		HINSDALE	60521
0912318006	JENSEN; RUSSELL A	937	 S	MADISON ST		HINSDALE	60521
0911431041	CHICAGO TITLE 8002377234	941	5	THURLOW ST		HINSDALE	60521
0913100008	SCHOOL DISTRICT 86	327	w	S7TH ST		HINSDALE	60521
0913100007	TURNER; O J 1-12722	5641	s	MADISON ST		HINSDALE	60521
0914205020	CULLINAN; REBECCA S	507	w	S6TH ST		HINSDALE	60521
0914208009	CULLIGNON; DAVID E	5651	S	THURLOW ST		HINSDALE	60521
0911431042	ADS; HUSSEIN	937	S	THURLOW ST		HINSDALE	60521
0914208024	LILLIOJA; MICHAEL D	5644	\$	MADISON		HINSDALE	60521
0912318016	BATTAGLIA; STEPHANIE TR	941	2	MADISON ST		HINSDALE	60521
0914208002	CHICAGO TITLE #8002365547	508	w	S6TH ST		HINSDALE	60521
0914208020	RIHIMAKI; RICHARD W	5612	S	MADISON ST		HINSDALE	60521
0912318013	HALPIN; MATTHEW & JANET	938		ALLMEN AVE		HINSDALE	60521
0914205023	1ST BK OAK PARK TR4777			MADISON ST		HINSDALE	60521
0914205021	ADS; H & R MASSOUD	SSS0	\$	MADISON ST		HINSDALE	60521
0914208022	DANG; YUHONG & YAN GUO	5628	\$	MADISON ST		HINSDALE	60521
0914208010	DEMIRIAN; D & C GUIDOT	5659	5	THURLOW ST		HINSDALE	60521
0914208075	YANG; DONALD & FEN HE TR	5652	S	MADISON ST		HINSDALE	60521 60521
0914208023	MC CURRY; MICHAEL & AMY	S636	S	MADISON ST		HINSDALE	60521 60521
0914208008	STEVENSON; IAN & JULIA	5643	5 5	THURLOW ST MADISON ST		HINSDALE	60521
0912318005	KRASKA TR; RONALD &)	929 5620	5	MADISON ST		HINSDALE	60521
0914208021	FILOPOULOS; BILL & MARIA BIELECKI; T & M KOZAK TR	326	W	S7TH ST		HINSDALE	60521
0913103004 0913103001	KOLLROSS; MELINDA 5 TR	330	w	S7TH ST		HINSDALE	60521
0913103001	PECKEN; MICHAEL & PATRICIA	5668	vv 5	MADISON ST		HINSDALE	60521
	SCHULER; DAVID R	954	5	MADISON ST		HINSDALE	60521
0911431040 0914208007	HOFFMAN; JEFF & C WAGNER	5635	-	THURLOW ST		HINSDALE	60521
0913103005	LEE FAMILY TR	322	w	57TH \$T		HINSDALE	60521
0912318014	MOHNS; BENJAMIN & ANN	946	 S	ALLMEN AVE		HINSDALE	60521
0914208003	WALSH; JOHN V	5604	5	MADISON ST		HINSDALE	60521
0914208026	HASSANEIN; HOSSAM M	5660	s	MADISON ST		HINSDALE	60521
0914208006	BIXLER; ROBERT J & ANDREA	5627	s	THURLOW ST		HINSDALE	60521
0914205024	1ST BK OAK PARK TRSS81			MADISON ST		HINSDALE	60521
0911431039	WEEKLEY HOMES LLC		S	MADISON ST		HINSDALE	60521
0912318012	AMH TR & JVH TR	932		ALLMEN AVE		HINSDALE	60521

ATTACHMENT C

Section I

9. Existing Zoning:

Subject Property is Zoned IB and is surrounded by the following zoning districts.

- a. North of Subject Property: R-2 to the Northeast and R-4 to the Northwest.
- b. East of Subject Property: R-3.
- c. South of Subject Property: R-3 to the Southeast and Southwest, R-5 to the South.
- d. West of Subject Property: R-6 and unincorporated DuPage County.
- e. See attached graphic representation (ARCON).

10. Conformity:

The Subject Property is currently zoned IB-Institution Building District, of which, buildings owned by a public body is a permitted use. The Subject Property is currently in conformity with Village Comprehensive plan and the Official Map zoned use and will continue to be in conformity if the approval requested is granted.

11. Zoning Standards:

On April 2, 2019, the voters of District 86 approved a bond proposition in the amount of \$139.8 million that will enable the District to make critical improvements and upgrades to the facilities at Hinsdale Central High School over the next three years. This application is specifically for Phase I of these improvements only. Under separate cover, the District will submit applications to the Village of Hinsdale concerning the future phases. Work in future phases has been generally shown on the site plans submitted herewith for informational purposes only.

The general scope of Phase I work at Hinsdale Central High School for which the District is seeking variation is as follows: a natatorium addition; buildings and grounds addition; parking lot reconfigurations and modifications due to loading dock relocation; associated landscaping; artificial turf replacement; tennis court and fencing replacement; running track and fence replacement; separation of storm and sanitary utilities due to Flagg Creek Water Reclamation District requirements; chain-link baseball field backstop and fence replacement, baseball field sports safety netting installation; privacy fencing; soccer field team shelter and press box replacements, emergency generator replacement, and various other ADA and health/life safety improvements on-site.

Phase I construction is tentatively scheduled to begin in the spring of 2020. Later phases are tentatively scheduled to begin in the spring of 2021.

The following Zoning Ordinance standards will be followed for the IB-Institutional Building District (Sec. 7-302):

(Sec. 7-310)

Minimum Lot Area: 350,000 SF, Width 200 FT x DEPTH 250 FT

Lot Area West of Grant Street: 1,501,284 SF Lot Area East of Grant Street: 374,657 SF Maximum Floor Area Ratio: .50 (750,642 SF west of Grant Street) allowed.

<u>Maximum Height:</u> 40'-0", increase remote from single family districts 1'-0" for every 5'-0" over a 25'-0" setback for a maximum of 10'-0". Therefore, maximum height is 50'-0' when 75'-0" or more from single family districts.

Proposed pool addition is 48'-0" (more than 75' from single family)

Setbacks: Front & Corner Yards: 35', Other yards: 25'

Proposed setbacks of additions are in excess of the requirements.

(Title 9, Chapter 12 Sec. 9-12-3)

Fences

(Sec. 7-310, E, 2)

Accessory Structure height Limitation: 15' from grade.

(Sec. 9-101, D, 1)

Accessory Storage Structure will not exceed 10% of either the floor area or the volume of the principal structure.

(Sec. 9-104)

Off Street Parking Requirements

(Sec. 9-104, I, 6)

Exemption for Institutional Uses, stall dimensions reduced by one-half foot in width (typical stall dimensions in new parking lots is 8'-6"(W)x 18'-0"(L).

(Sec. 9-105)

Off Street Loading Requirements.

(Sec. 9-106)

Signs

(Sec. 9-107)

Buffers and Landscaping

(Sec. 9-107, G)

New mechanical rooftop equipment will be fully screened.

See Zoning Code Matrix on the Site Plan sheet for further information.

12. Successive Application:

To the best of the applicant's knowledge there has been no prior application seeking essentially the same relief contained herewith.



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the company or its issuing agent that may be in electronic form.

COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Transaction Identification Data for reference only:

First American Title Insurance Company - Metro Commercial Title e-mail: cmcc.il@firstam.com

Center

27775 Diehl Rd, Warrenville, IL 60555

Phone: (866)563-7707

Commitment No.: 2977574

Property Address: 5500 S. Grant Street, Hinsdale, IL 60521

Revision Date: July 18, 2019; July 23, 2019

Escrow e-mail: figures.il@firstam.com

Customer Reference:

SCHEDULE A

1. Commitment Date: June 25, 2019 8:00 AM

2. Policies to be issued:

(a) ALTA® Owner's Policy Proposed Insured: None Proposed Policy Amount: \$0.00

(b) ALTA® Loan Policy
Proposed Insured: NONE
Proposed Policy Amount: NONE

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Board of Education Hinsdale Township High School District No. 86, as to Parcel I;

Trustees of Schools of Township 38, North Range 11 East, DuPage County, Illinois, as to Parcels II and III:

Trustees of Schools of Township Thirty-eight North, Range Eleven, East of the Third Principal Meridian, in DuPage County, Illinois, an Illinois corporation, as to Parcel IV;

County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District #86, DuPage and Cook Counties, Illinois, as to Parcel V;

County Board of School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois, as to Parcel VI;

County Board School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Parcel VII, and Lots 11, 12, 13 and 15 of Parcel XIV;

Board of Education of Hinsdale Township High School District 86, DuPage and Cook Counties, as to Parcel

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VIII;

Hinsdale Township High School District #86, as to Parcel IX:

Board of Education, Hinsdale Township High School, District 86 of DuPage and Cook Counties, as to Parcel X;

Board of Education, Hinsdale Township High School District 86, as to Parcel XI;

Board of Education Hinsdale Township Highschool Dist. 86, DuPage and Cook Counties, IL, as to Parcel XII;

Board of Eduction Hinsdale Township High School District Number Eighty-six (86), as to Parcel XIII;

County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District Number #86, as to Lot 14 of Parcel XIV;

Trustees of Schools of Township No. 38 North, Range 11 East of the Third Principal Meridian, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Lot 16, Parcel XIV;

Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage and Cook Counties, Illinois, as to Lot 17 of Parcel XIV;

Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage County, Illinois, as to Lot 18 of Parcel XIV;

Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 38 of DuPage and Cook Counties, Illinois, as to Lot 19 of Parcel XIV;

and

Trustees of Schools of Township No. 38 North, Range No. 11, East of the Third Principal Meridian, DuPage County, Illinois, for the use and benefit of Hinsdale Township High School district Number 86, DuPage and Cook Counties, Illinois, as to Lot 20 of Parcel XIV

The Land is described as follows:
 SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

rien E. Weinstein

First American Title Insurance Company

By:

Authorized Countersignature

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART II

Exceptions (Continued)

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements or claims of easements, not shown by Public Records.
- 3. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 7. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-017 (Affects Parcels I through VII)

Note for informational purposes 2018 taxes:

1st Installment in the amount of 0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of 0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-008

(Affects Parcel VIII)

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Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

9. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-011

(Affects Parcel IX)

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

General taxes and assessments for the year 2019, and subsequent years which are not yet due and 10. payable.

Tax identification no.: 09-13-100-012

(Affects Parcel X)

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

General taxes and assessments for the year 2019, and subsequent years which are not yet due and 11. pavable.

Tax identification no.: 09-13-100-013

(Affects Parcel XI)

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

General taxes and assessments for the year 2019, and subsequent years which are not yet due and 12. payable.

Tax identification no.: 09-13-100-014

(Affects Parcel XII)

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Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

13. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-100-015

(Affects Parcel XIII)

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

14. General taxes and assessments for the year 2019, and subsequent years which are not yet due and payable.

Tax identification no.: 09-13-101-027

(Affects Parcel XIV)

Note for informational purposes 2018 taxes:

1st Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 06/03/2019) 2nd Installment in the amount of \$0.00 with a status of Not Billed. (Due Date 09/03/2019)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

- 15. We should be furnished with evidence of payment of charges to the Sanitary District as noted herein through the month of closing.
- 16. We should be furnished with evidence of payment of Special Service Area charges. If paid through the real estate tax bill, please provide a copy of the detailed tax bill reflecting SSA as a line item.
- 17. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
- 18. We should be provided evidence of appropriate compliance with Illinois Statutes regarding the purchase/sale of the land by the Board of Education Hinsdale Township High School District No. 86, as to Parcel I; Trustees of Schools of Township 38, North Range 11 East, DuPage County, Illinois, as to Parcels II and III; County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District #86, DuPage and Cook Counties, Illinois, as to Parcel V; County Board of School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois, as to Parcel VI; County Board School Trustees of DuPage County, Illinois, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Parcel VII. and

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Lots 11, 12, 13 and 15 of Parcel XIV; Board of Education of Hinsdale Township High School District 86, DuPage and Cook Counties, as to Parcel VIII; Hinsdale Township High School District #86, as to Parcel IX; Board of Education, Hinsdale Township High School, District 86 of DuPage and Cook Counties, as to Parcel X; Board of Education, Hinsdale Township High School District 86, as to Parcel XI; Board of Education Hinsdale Township Highschool Dist. 86, DuPage and Cook Counties, IL, as to Parcel XII; Board of Eduction Hinsdale Township High School District Number Eighty-six (86), as to Parcel XIII; County Board of School Trustees of DuPage County, Illinois for the use and benefit of Hinsdale Township High School District Number #86, as to Lot 14 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage and Cook Counties, Illinois, as to Lot 17 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 86 of DuPage County, Illinois, as to Lot 18 of Parcel XIV; Trustees of Schools of Township No. 38 North, Range No. 11 East, for the use and benefit of School District Number 38 of DuPage and Cook Counties, Illinois, as to Lot 19 of Parcel XIV; and Trustees of Schools of Township No. 38 North, Range No. 11, East of the Third Principal Meridian, DuPage County, Illinois, for the use and benefit of Hinsdale Township High School district Number 86, DuPage and Cook Counties, Illinois, as to Lot 20 of Parcel XIV; and Trustees of Schools of Township No. 38 North, Range 11 East of the Third Principal Meridian, for the use and benefit of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as to Lot 16, Parcel XIV.

- 19. Upon a conveyance or mortgage of the land, a certified copy of proper resolutions passed by the authorized representative(s) of Illinois authorizing the execution of the deed of conveyance or mortgage should be furnished.
- 20. We should be furnished with a certificate of Good Standing from the Illinois Secretary of State for Trustees of Schools of Township Thirty-eight North, Range Eleven, East of the Third Principal Meridian, in DuPage County, Illinois, an Illinois corporation, as to Parcel IV, a Corporation of Illinois.
- 21. Any lien, or right to a lien in favor of a property manager employed to manage the land. Note: we should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.
- 22. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
- 23. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of DuPage County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).
- 24. It appears that the land described herein lies within the municipal boundaries of Hinsdale, please contact the municipality for any requirements which must be complied with prior to closing. The municipal phone number may be found at www.firstam.com/title/il under Products and Resources, then Forms and Documents, then Municipal Transfer Stamp Requirements.
- 25. Relative to the deletion of Standard Exceptions 1 through 6, we should be furnished the following:
 - a) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and National Society of Professional Surveyors (NSPS) February 23, 2016; and (ii) the Laws of the State of Illinois.

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- b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.
- 26. Note: The premises in question are located within the Flagg Creek Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge user charges separate from ad valorem taxes, which charges may be a continuing lien on the property. Attention is directed to ordinance recorded as document R75-19171.

Note: The Company should be provided with a letter from the Sanitary District stating all fees in connection with said services are paid current through the date of closing. The telephone number is of the Flagg Creek Sanitary District is (630)323-3299.

- 27. Flagg Creek Water Reclamation District Amended Ordinance No. 756 recorded as document no. R2009-037066 requiring payment of user charges prior to sale or transfer of real estate and further requiring evaluation of connection permits for sales of commercial property, and the terms and conditions contained therein.
- 28. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 29. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
- 30. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
 - 31. Easements for public utilities, as shown on the plat of subdivision.
 (Affects the East 8 feet of Parcel VIII; the North 5 feet of Parcels IX, X and XI)
- 32. Terms and conditions of the easement provisions noted on the plat of subdivision.
- 33. Building setback line(s) as shown on the plat of subdivision. (Affects the West 25 feet of Parcel XIV)
- 34. Agreement for easements for the Village of Hinsdale recorded as document no. 787107 for a cast iron water pipe, and the terms and conditions contained therein.

(Affects Parcels I, II, III and XIII)

35. Easement agreement with the Village of Hinsdale recorded as document no. R91-056252 for the purpose of installing highway improvements, and the terms and conditions contained therein.

(Affects Parcels I, XIII and XIV)

36. Memorandum of grant of easement recorded as document no. R2010-127250, made by and between Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, and the terms and conditions contained therein.

(Affects Parcel XIII)

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- 37. Memorandum of easement agreement recorded as document no. R2014-052403 made by and between Board of Education of Hinsdale Township High School District 86 and New Cingular Wireless PCS, LLC, and the terms and conditions contained therein.
- 38. Agreement between the Village of Hinsdale and the Board of Education of School District 86 recorded as document no. R2001-056072 for the regulation of traffic, and the terms and conditions contained therein.
- 39. Agreement between the Village of Hinsdale and Hinsdale Township High School District 86 recorded as document no. R2019-001680, and the terms and conditions contained therein.
- 40. The property is subject to restrictions contained in Paragraph 5 of a contract dated October 21, 1997, as disclosed by a Trustee's Deed recorded as document no. R97-183981.

(Affects Parcel VIII)

41. Illinois Environmental Protection Agency Environmental No Further Remediation Letter recorded February 19, 2019 as document number R2019-011437.

Note: Land use restrictions/limitations: None

(Affects Parcels I through VII; XIII and XIV)

42. Ordinance recorded as document no. 603845 annexing property to the Village of Hinsdale, and the terms and conditions contained therein.

(Affects Parcels, I, II, III, IV and XIII)

43. Ordinance recorded as document no. 910424 annexing certain property to the Village of Hinsdale, and the terms and conditions contained therein.

(Affects Parcel XIV)

- 44. Ordinance No. 093-36 recorded as document no. R93-303069 establishing Special Service Area Number 7, and the terms and conditions contained therein.
- 45. Ordinance No. O94-3 recorded as document no. R94-022094 establishing Village of Hinsdale Special Service Area No. 7, and the terms and conditions contained therein.
- 46. Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED

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WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment File No.: 2977574

The Land referred to herein below is situated in the County of Dupage, State of IL, and is described as follows:

Parcel I:

Lots 1 and 2, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel II:

The East 350 feet of the North half of the North half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel III:

The East 350 feet of the South half of the North half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel IV:

The North half of the North half of Lot 3 (except the East 350 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel V:

The South half of the North half (except the East 350 feet thereof) of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel VI:

The South half of Lot 3, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel VII:

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The North half of Lot 4 (except the East 200 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel VIII:

Lot 1, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

Parcel IX:

Lot 5 (except the East 150 feet thereof), in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

Parcel X:

The West 75 feet of the East 150 feet of Lot 5, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

Parcel XI:

The East 75 feet of Lot 5, in Penzes Resubdivision of the South half of Lot 4 (except the East 60 feet thereof), in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat of resubdivision recorded April 16, 1946 as document no. 495827, in DuPage County, Illinois.

Parcel XII:

The East 60 feet of the South half of Lot 4, in Block 7, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Parcel XIII:

The East half of the Northwest quarter of the Northwest quarter of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, excepting therefrom the South 33 feet thereof, in DuPage County, Illinois.

Parcel XIV:

Lots 11 through 20, both inclusive, in Block 2, in Branigar Brothers Hinsdale Farms, being a subdivision of the Southwest quarter and the Northwest quarter (except the East half of the Northwest quarter of the Northwest quarter) of Section 13,

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Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

Note: For informational purposes only, the land is known as:

5500 S. Grant Street Hinsdale, IL 60521

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ATTACHMENT E

Section II

2. Ordinance Provision:

- a. Sec. 7-310: Bulk, Space and Yard Requirements Accessory Structures in required corner yard setback.
- b. Sec. 9-101, H, 2, g & i: Screening, Landscaping and Tree Planting Areas.
- c. Sec. 9-104, J. 1, e, xi: Required number of parking spaces for Secondary Schools.
- d. Sec. 9-105, C, 2: Off Street Loading Screening.
- e. Sec. 9-107, A, 1 &2: Parking Lot Screening and Parking Lot Interior Landscaping.
- f. Sec. 9-107 B: Loading Space screening requirements.
- g. Sec. 9-107, H, 3: Screening for Outdoor Activity Areas.
- h. Title 9, Chapter 12, Sec. 9-12-3, subsection D: Construction Standards (material).
- i. Title 9, Chapter 12, Sec. 9-12-3, subsection E: Protective Fences.

3. Variation Sought:

In regards to Phase 1 additions and renovations to Hinsdale Central High School; the District is seeking the following approvals from the Village of Hinsdale for lack of conformity to the Village's zoning and land use requirements as follows.

Quantity of off-street parking:

General: Current allocations of the use of land by either buildings or athletic fields limits the ability of the District to add a significant quantity of additional off-street parking stalls. The project in its entirety does not raise the student or staff populations of the building. The additions and renovations are bringing the school's facilities on par with other local peer high school districts' facilities in regards to usability, condition and features. The current quantity of parking stalls on site is 560. The proposed modifications increase this quantity to 583. It would cause undue hardship if the Owner was to conform with the required 882 stalls. Reference Sec. 9-104, J, 1, e, xi.

Unique Physical Condition: The Subject Property is an existing public high school. The existing off-street parking counts do not meet current Zoning requirements.

Not Self-Created: The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for parking are limited and infeasible due to increased property costs in the area.

Denied Substantial Rights: The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to provide academic, co-curricular and athletic activities on the site.

Not Merely Special Privilege: In order to help alleviate parking concerns on-site, the District is providing an addition 23 parking stalls over the existing amount. The addition of any further parking stalls would reduce the area of the site dedicated to buildings, athletic fields, open space and required property line setbacks.

Code and Plan Purposes: The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

Essential Character of the Area: The variation would not be detrimental to the public welfare and is in character of the existing use of the site. Existing parking stalls will not be reduced. The variation would not impair an adequate supply of light and airs to any property in the vicinity. The variation would not substantially increase congestion in the public streets, and would result in an overall modest decrease, due to the extra stalls being provided. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The Subject Property will comply with the local authorities having jurisdiction in regards to stormwater management of the property. The variation would not endanger the public heath or safety of the surrounding properties.

No Other Remedy: There is no means other than the requested variation that would permit a reasonable use of the Subject Project. Providing additional parking stalls would result in a reduction of building addition footprints (for academically needed facilities), athletic fields, setbacks, and other open landscaped areas on site.

Off street parking lot and loading, landscaping and screening requirements:

General: In order to maximize land use and ability to add parking stalls, the District is seeking to eliminate the landscaped parking island, 10' landscaped open space screening requirement and loading space screening requirement. Currently, the existing parking facilities do not conform to these requirements. To conform with these requirements would result in a reduction of off-street parking stalls in lieu of an increase. Islands would also increase the time needed to clear parking lots of snow and maintain school start times. Reference Secs. 9-104, H, 2 g & I; 9-105, C, 2; 9-107, A, 1 & 2; Sec. 9-107 B.

Unique Physical Condition: The Subject Property is an existing public high school. The existing off-street parking lots do not meet current Zoning requirements for landscaping. The existing loading dock will be relocated to accommodate a future phase addition (Fine Arts). The existing loading dock is only screened on three sides.

Not Self-Created: The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for parking or loading zones are limited and infeasible due to increased property costs in the area.

Denied Substantial Rights: The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to provide academic, co-curricular and athletic activities on the site.

Not Merely Special Privilege: The Subject Property currently does not meet the required number of off-street parking stalls and would be subject to a further decrease if the buffer and landscape requirements are not waived. The relocated loading area is in-set of the site, substantially away from adjacent properties.

Code and Plan Purposes: The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

Essential Character of the Area: The variation would not be detrimental to the public welfare and is in character of the existing use of the site. Existing parking stalls will not be reduced. Required loading spaces will be provided. Refuse containers will be fully screened. The variation would not impair an adequate supply of light and airs to any property in the vicinity. The variation would not substantially increase congestion in the public streets, and would result in an overall modest decrease, due to the extra stalls being provided. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The Subject Property will comply with the local authorities having jurisdiction in regards to stormwater management of the property. The variation would not endanger the public health or safety of the surrounding properties.

No Other Remedy: There is no means other than the requested variation that would permit a reasonable use of the Subject Project. Providing additional landscaping and buffers would result in a reduction of parking lot stalls, building addition footprints (for academically needed facilities), athletic fields, setbacks, and other open landscaped areas on site.

Sports Safety Netting (Protective Fence):

General: 50' high sports safety netting systems are planned for the southern edge and northern edge of the baseball field located in the southeast corner of the site. The netting along 57th Street is to prevent foul balls from hitting adjacent properties across the street, a current problem. Netting along the north is required to protect parked vehicles in the extended parking lot. At the north parking lot, it is proposed to provide removable windscreen at the bottom of the safety netting structure to allow snow removal in the winter months. The netting systems are in excess of the 8'-0" high maximum fencing requirements. Reference Title 9, Chapter 12 Sec. 9-12-3, subsection E.

Unique Physical Condition: The Subject Property is an existing public high school. The existing baseball field abuts to the adjacent off-site residential properties and as well as the District owned parking lot to the North.

Not Self-Created: The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for open spaces are limited and infeasible due to increased property costs in the area.

Denied Substantial Rights: The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to further protect the general public's property for the surround neighborhood, as well as on-site.

Not Merely Special Privilege: The variation addresses adjacent property owner's concerns about foul balls damaging property across 57th street.

Code and Plan Purposes: The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

Essential Character of the Area: The variation would not be detrimental to the public welfare and is in character of the existing use of the site. The netting would provide additional safety measures against property damage. The variation would not impair an adequate supply of light and airs to any property in the vicinity. The netting system would be a mesh type system with

metal support poles, which would allow air and light to pass through. The variation would not substantially increase congestion in the public streets. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties. It will further improve safety.

No Other Remedy: Standard height fencing systems would not provide adequate protection to the surrounding properties or parking lot to the north.

<u>Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic</u> field fencing

General: Various existing chain-link fences are proposed including:

- a) Replacement of existing chain link tennis court fencing with windscreens. New is proposed to be Vinyl Coated, green color, 10 feet high.
- b) Replacement of existing chain link track fencing. New is proposed to be Vinyl Coated, black color, +/- 4 feet high.
- c) Replacement of existing baseball field chain-link backstop, first and third base line chain link fencing. New is proposed to be Vinyl Coated, black color, match existing back stop height, base line fences +/- 4 feet high. The existing back-stop is currently in the required 35' corner yard setback off of 57th Street. Moving the baseball field to correct this condition is not feasible on-site without the loss of parking and would negatively affect the adjacent properties to the east.
- d) Repair and infill of existing miscellaneous athletic field chain link fencing (adjacent to the football field and track area). New is proposed to be vinyl coated, black color in some areas, galvanized in others (to match to existing/adjacent), +/- 4 feet to 8 feet high.
- e) Reference Title 9, Chapter 12 Sec. 9-12-3, subsection D and E; Sec 7-310.

Unique Physical Condition: The Subject Property is an existing public high school. The existing chain-link fencing is a widely accepted standard fencing for the sport and other High Schools and athletic fields/parks in the area.

Not Self-Created: The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Denied Substantial Rights: The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to further protect the general public's property for the surround neighborhood, as well as on-site.

Not Merely Special Privilege: Chain-link fencing is an existing condition and is a widely accepted standard for athletics.

Code and Plan Purposes: The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

Essential Character of the Area: The variation would not be detrimental to the public welfare and is in character of the existing use of the site, it matches an existing condition. The variation would not impair an adequate supply of light and airs to any property in the vicinity. The variation would not substantially increase congestion in the public streets. The variation would

not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties. *No Other Remedy:* Different types of fencing would not provide adequate protection and would also block spectator viewing.

Soccer Field accessory structures:

General: Replacement of (2) team shelters and (1) press box building. The existing accessory structures are currently located within the required corner yard setback of the subject property. The proposed new structures would generally the same footprint size of the existing. This would also require a variance for the 20' perimeter landscaped open space / landscape buffer/screening requirement per code. Height of new press box structure would also require a variance. Proposed building is >19 feet high. Reference Secs. 7-310; 9-107, H, 2.

NOTE: future application will seek variance to increase the size of the football field west side bleachers. Exact design is to be determined and will be submitted in the future, under separate cover.

Unique Physical Condition: The Subject Property is an existing public high school. The existing soccer field cannot be located anywhere else on-site.

Not Self-Created: The Subject Property has been a public high school since 1948 and has been expanded as the population and academic needs have grown in the community since that time. Additional land acquisitions for open spaces are limited and infeasible due to increased property costs in the area.

Denied Substantial Rights: The carrying out of the strict letter of the provision of the zoning code would interfere with the public high school's ability to have soccer field that meets today's competitive standards.

Not Merely Special Privilege:

Code and Plan Purposes: The Variation sought would not result in a use of the Subject Property that would not be in harmony with the Official Comprehensive Plan or current zoned district of IB Institutional Building.

Essential Character of the Area: The variation would not be detrimental to the public welfare and is in character of the existing use of the site, it matches an existing condition. The variation would not impair an adequate supply of light and airs to any property in the vicinity. The variation would not substantially increase congestion in the public streets. The variation would not unduly increase the danger of flood and fire, or unduly tax public utilities and facilities. The variation would not endanger the public health or safety of the surrounding properties.

No Other Remedy: The soccer field cannot be moved elsewhere the subject property. Spectator bleachers are located on the opposite side of the field.

4. Minimum Variation:

Quantity of off-street parking:

Allow 583 total parking stalls in lieu of the required 882 for the subject property.

Off street parking lot and loading, landscaping and screening requirements:

Eliminate the off-street parking lot landscaped parking island requirements for the existing/modified parking lot west of Grant Street, existing parking lot east of Grant Street and new parking lot extension east of Grant Street.

Eliminate the off-street parking lot open space screening requirements for the existing/modified parking lot west of Grant Street, existing parking lot east of Grant Street and new parking lot extension east of Grant Street.

Eliminate the loading space screening requirement for the new loading dock area (Buildings and Grounds addition).

Sports Safety Netting (Protective Fence):

Allow a 50' protective netting fence system at the southern and northern edges of the baseball field located in the southeast corner of the site.

<u>Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic</u> field fencing

Tennis Courts - Allow vinyl coated chain-link tennis court fencing, 10 feet high, with windscreens.

Track – Allow vinyl coated chain-link track fencing, +/- 4 feet high

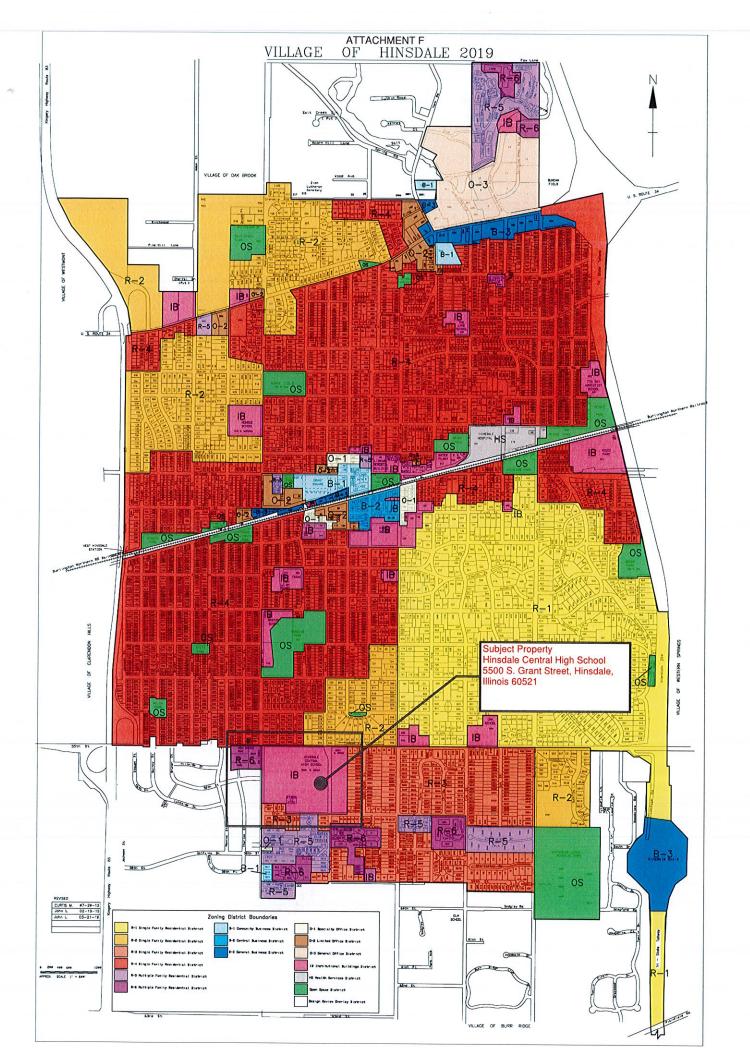
Baseball field-Allow vinyl coated chain-link backstop and baseline fencing, high to match to existing.

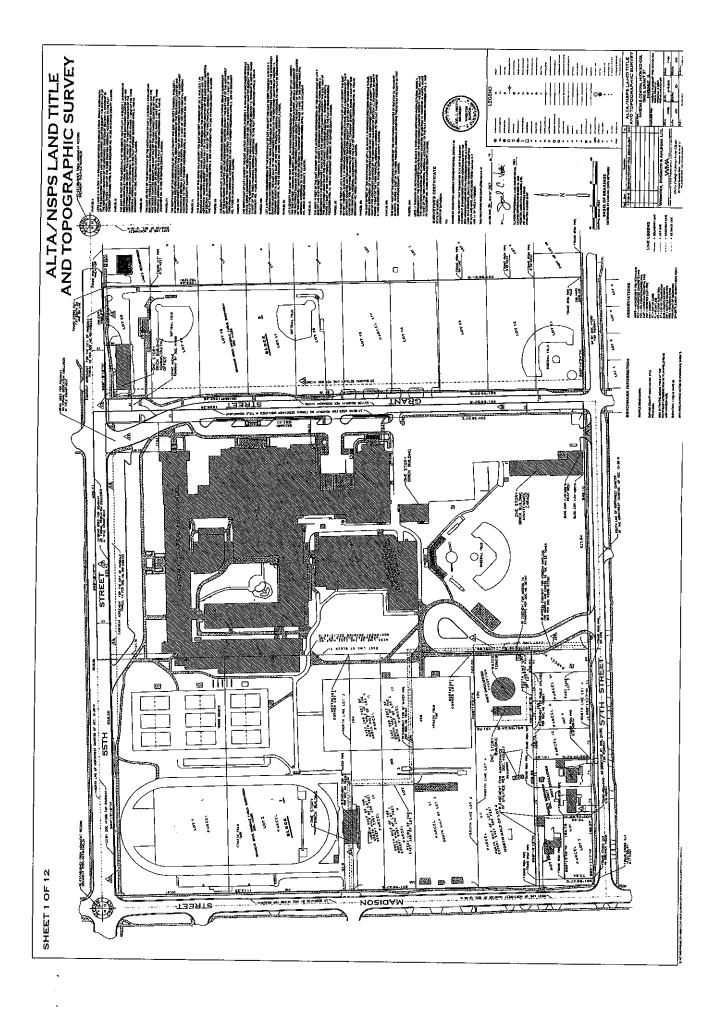
Repair and infill of existing miscellaneous athletic field chain link fencing-Allow use of chain-link fencing to match to existing.

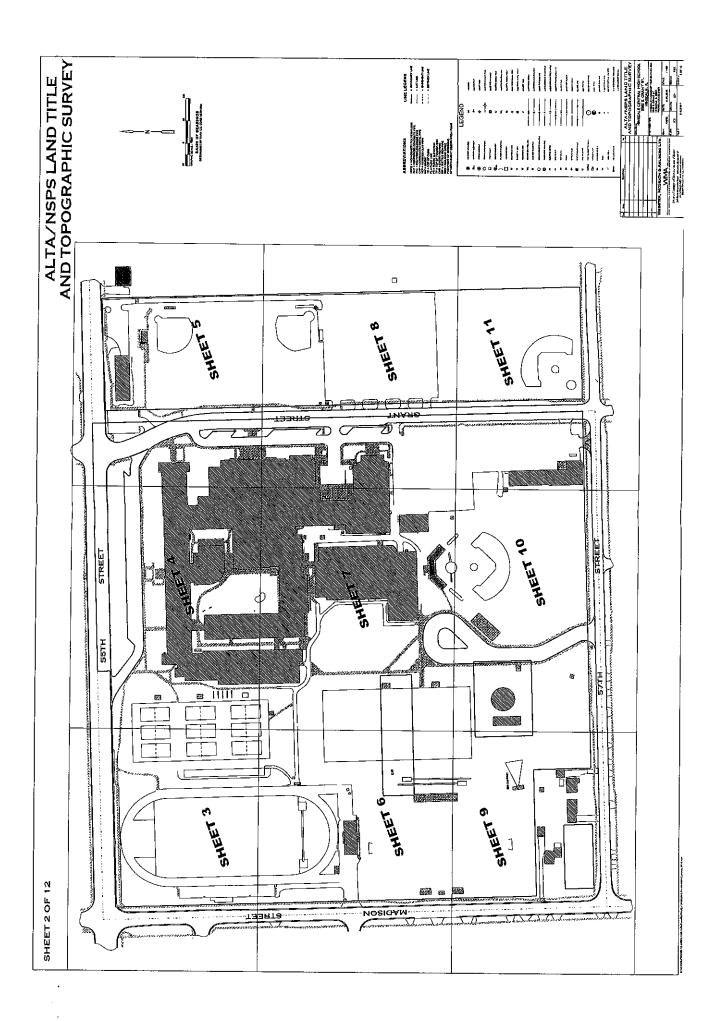
Soccer Field accessory structures:

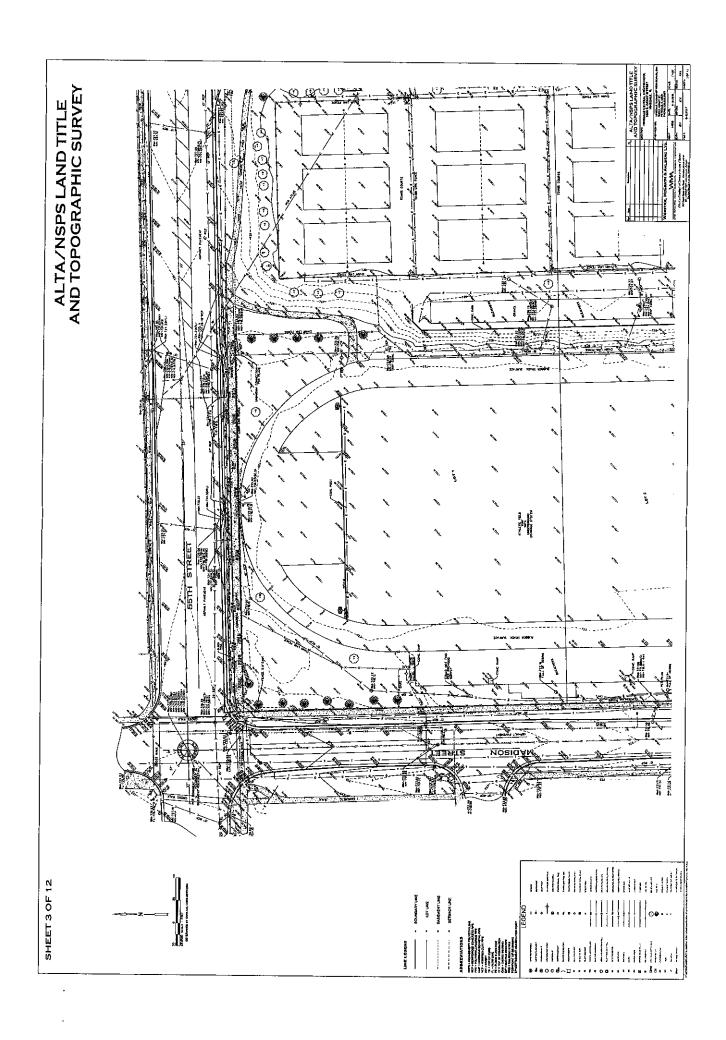
Allow the replacement of (2) team shelters and (1) press box structure within the required corner yard setback. Allow press box to be 19' high.

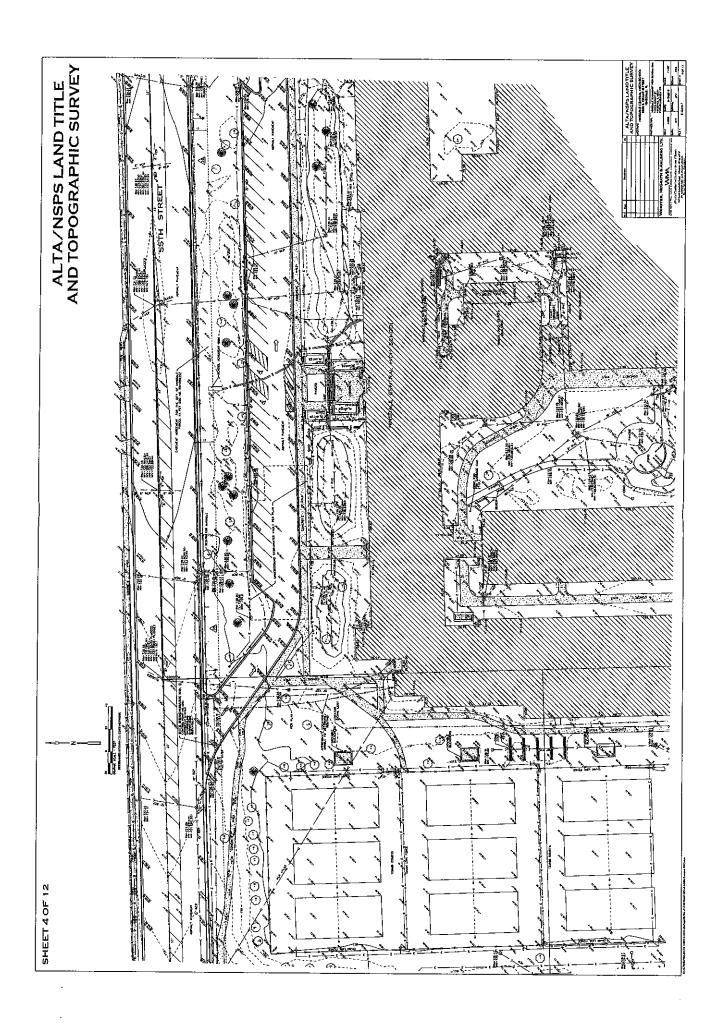
5. Standards for Variation: Refer to above responses.

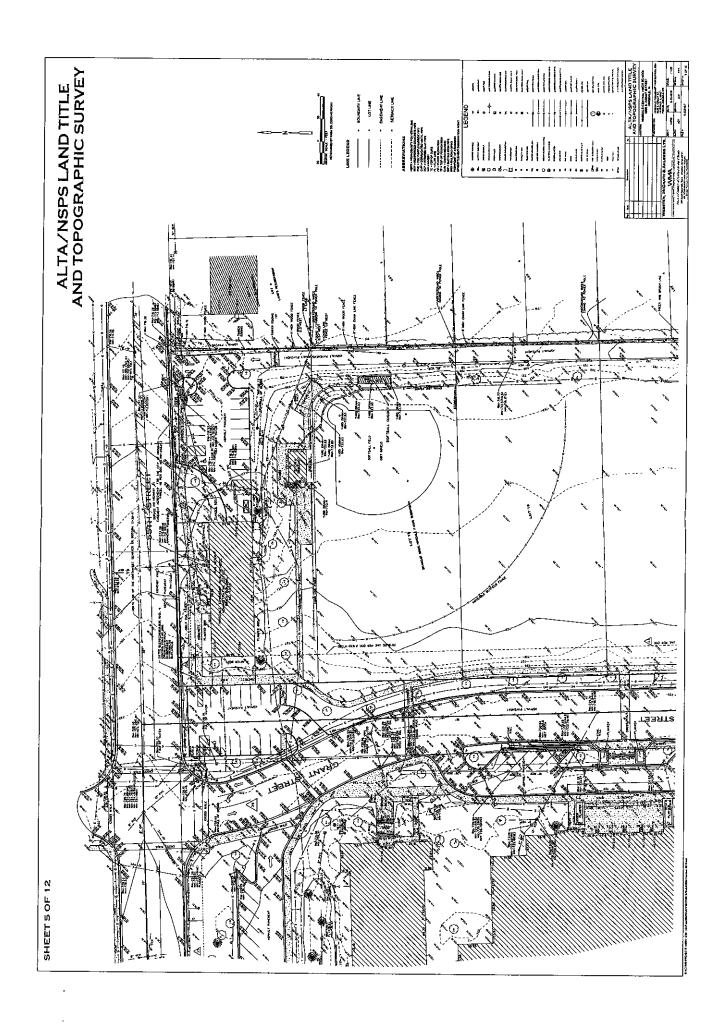


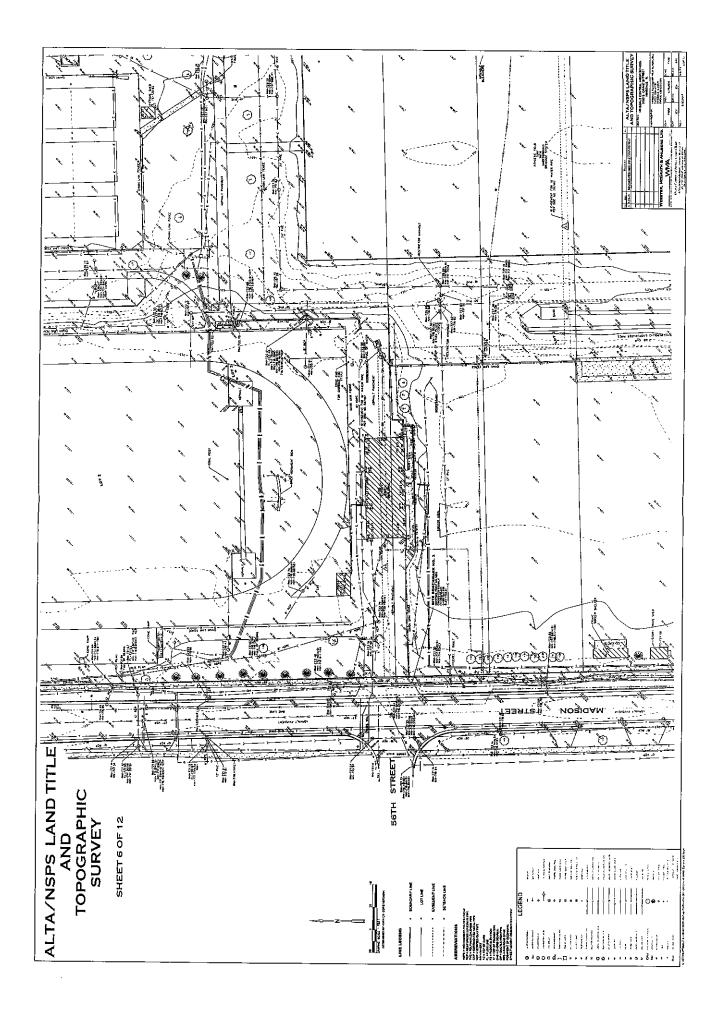


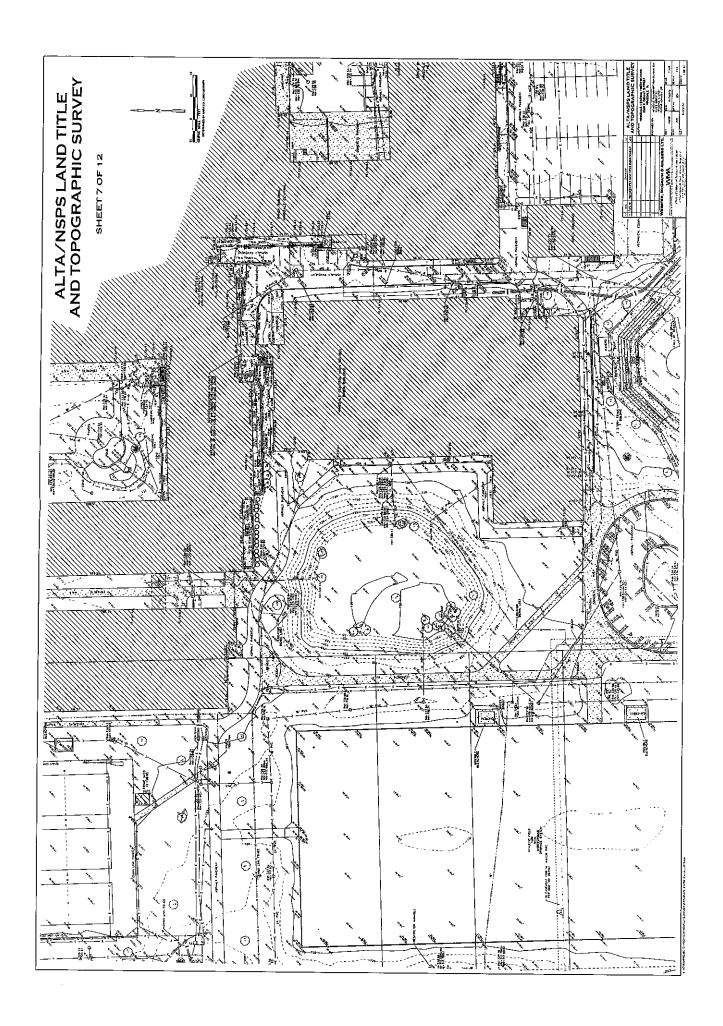


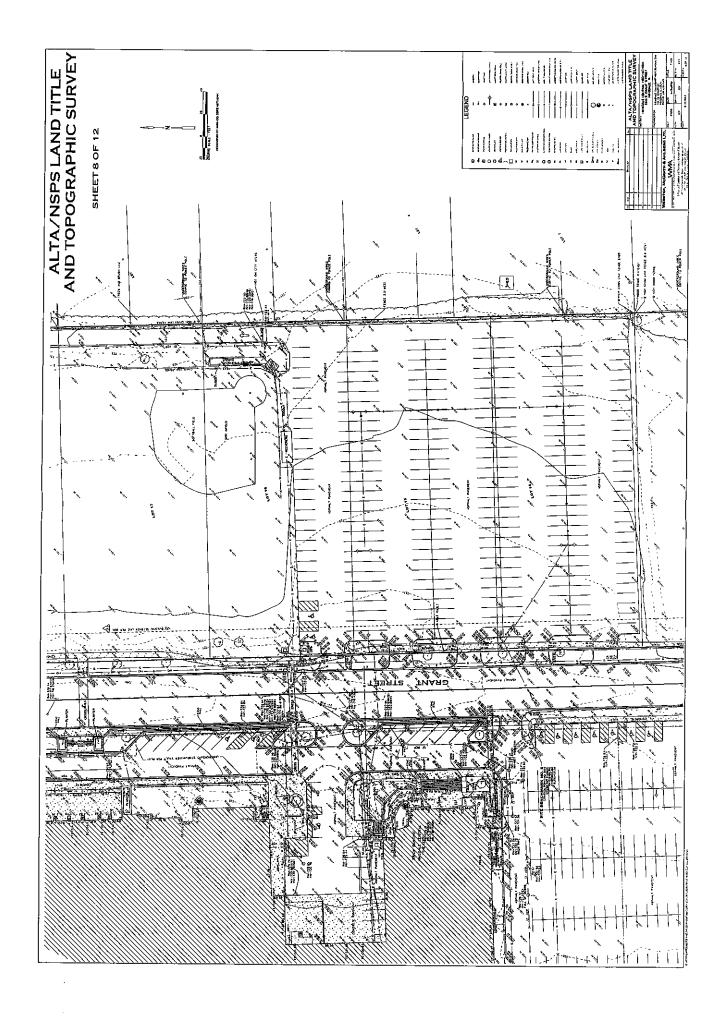


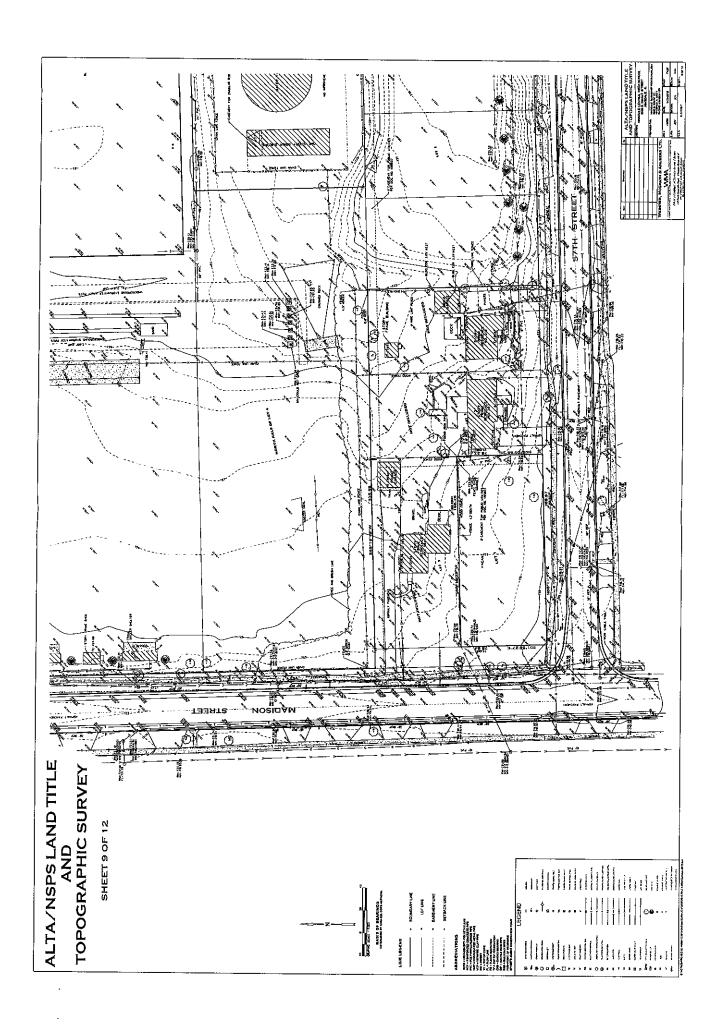


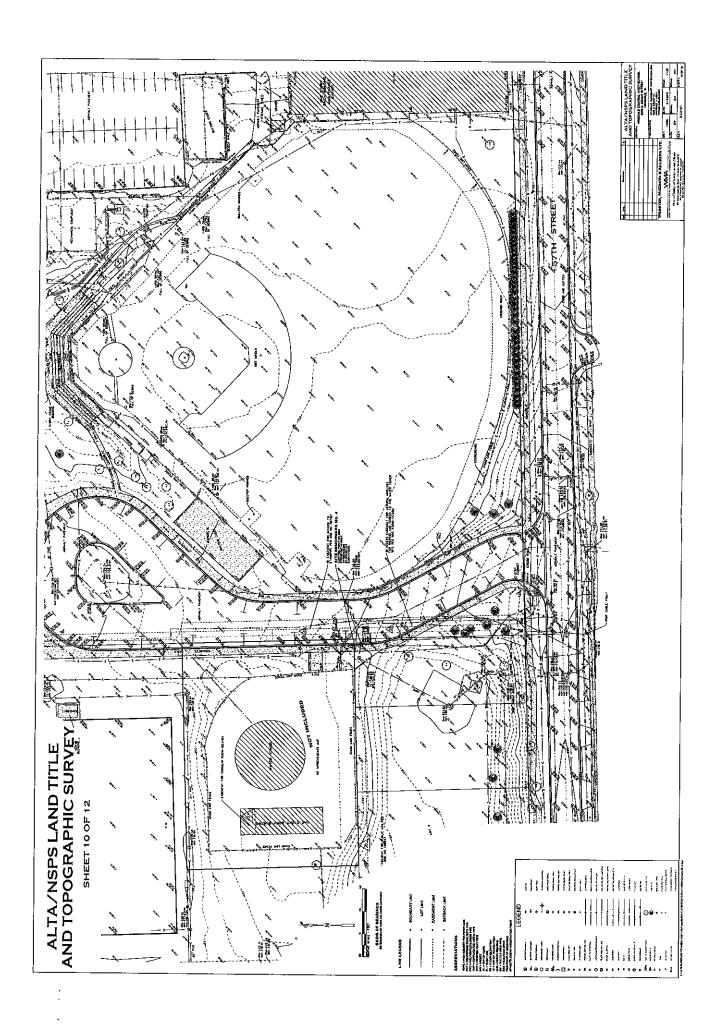


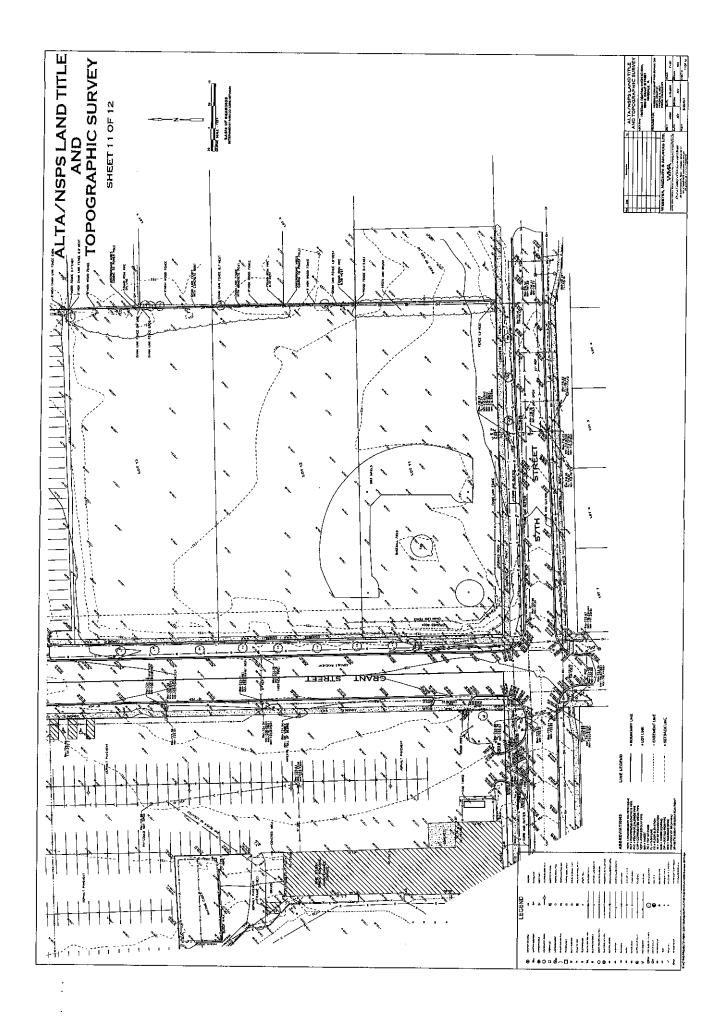




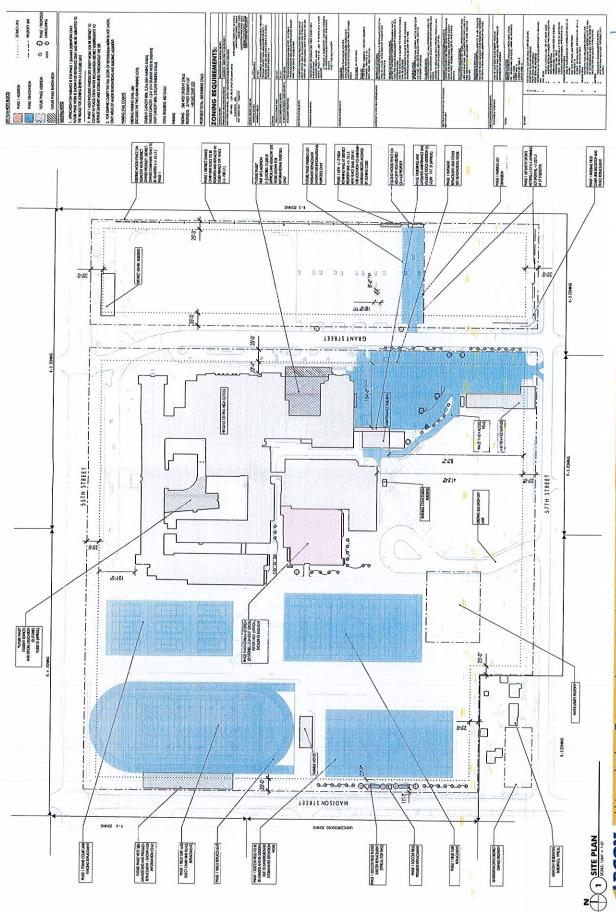








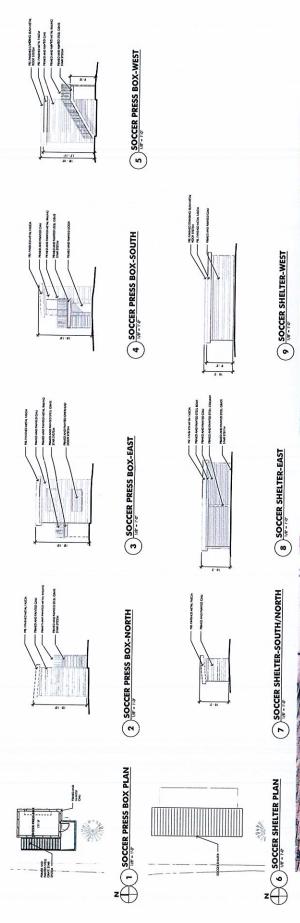
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Hinsdale Township High School District 86 Additions and Remodeling at Hinsdale Central High School Project No. 19048 November 11, 2019

SITE PLAN







NEW FENCE, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE

SAMPLE IMAGE ONLY

EX.2 NEW 50' SPORTS NETTING, IMAGE SHOWN FOR INFORMATION ONLY. EXACT COLORS, ETC. TO BE DETERMINED. SAMPLE IMAGE ONLY, REFER TO PLANS FOR PROPOSED CONFIGURATION.





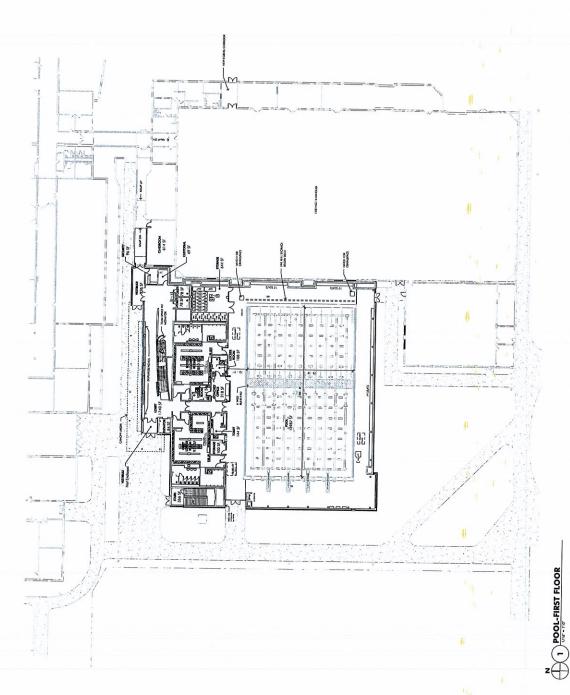
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November 11, 2019

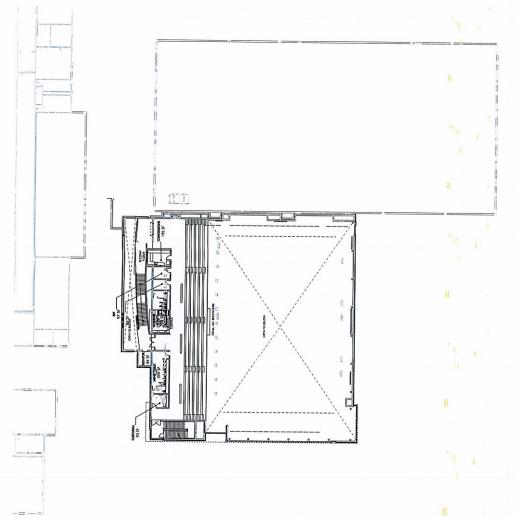
PROJECT NO. 19048











N POOL-SECOND FLOOR

Hinsdale Township High School District 86
ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL
PROJECT NO. 19048

November 11, 2019



2 PRESENTATION-POOL-WEST ELEVATION

1 PRESENTATION-POOL-SOUTH ELEVATION





Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL
PROJECT NO 19048 November 11 2019

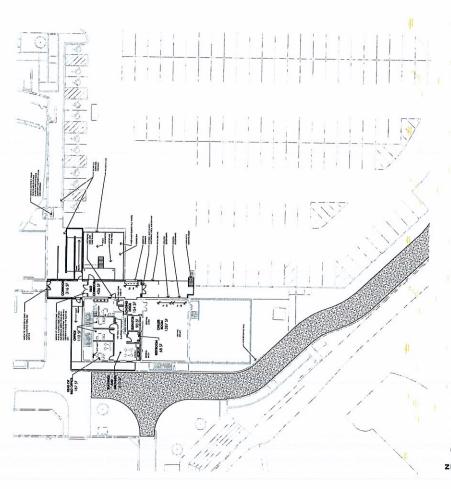
PROJECT NO. 19048

November 11, 2019









N FIRST FLOOR PLAN - BUILDINGS & GROUNDS - ZONING



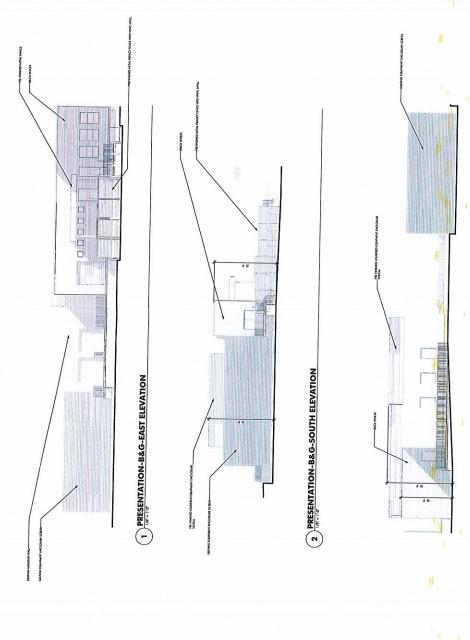
Hinsdale Township High School District 86

ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL

PROJECT NO. 19048







7 7 10 1

3 PRESENTATION-B&G-WEST ELEVATION

November 11, 2019

