



MEETING AGENDA

ZONING BOARD OF APPEALS
WEDNESDAY, DECEMBER 18, 2019
6:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
19 E. CHICAGO AVENUE, HINSDALE, IL
(Tentative & Subject to Change)

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - a) Meeting of November 20, 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-06-19, 908 N. Elm Street
- 8. PUBLIC HEARING**
 - a) V-05-19, 5500 South Grant Street, Hinsdale Central High School
- 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
November 20, 2019

1. CALL TO ORDER

Chairman Bob Neiman called the regularly scheduled meeting of the Zoning Board of Appeals to order on Wednesday, November 20, 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, Tom Murphy, John Podliska, and Chairman Bob Neiman

Absent: Members Joseph Alesia, Keith Giltner, and Kathryn Engel

Also Present: Director of Community Development/Building Commissioner Robb McGinnis and Village Clerk Christine Bruton

3. APPROVAL OF MINUTES

a) Meeting of October 16, 2019

Following corrections to the draft minutes, Member Moberly moved to **approve the minutes of the regular meeting of October 16, 2019, as amended.** Member Podliska seconded the motion.

AYES: Members Moberly, Murphy, Podliska and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Members Alesia, Giltner and Engel

Motion carried.

4. APPROVAL OF FINAL DECISIONS

a) V-02-19, 11 West Sixth Street

There being no corrections to the draft final decision, Member Moberly moved to approve the final decision for **V-02-19, 11 West Sixth Street.** Member Murphy seconded the motion.

AYES: Members Moberly, Murphy and Chairman Neiman

NAYS: None

ABSTAIN: Member Podliska

ABSENT: Members Alesia, Giltner and Engel

The motion did not carry. The Board agreed to move the item to their next agenda for final approval.

5. RECEIPT OF APPEARANCES – None

1 **6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE**
2 **PUBLIC COMMENT OF A GENERAL NATURE – None**
3

4 **7. PRE-HEARING AND AGENDA SETTING**

5 **a) APP-01-19, 336 East Ogden Avenue, Land Rover Dealership**

6 Chairman Neiman confirmed that all parties have agreed to continue this
7 matter to the next meeting of the Zoning Board of Appeals scheduled for
8 December 18.
9

10 **b) V-05-19, 500 South Grant Street, Hinsdale Central High School**

11 Mr. Nick Graal, project architect representing Hinsdale Central High School,
12 addressed the Board and explained that this variation request is necessary for
13 addition and renovation projects as a result of the \$139,000,000 referendum.
14 This will provide critical improvements to both facilities over a three-year
15 period to 2022. This is a phased project; the application before the ZBA is
16 only for Phase 1, and they will come back when other phases are further
17 along. This request addresses items including athletic field improvements,
18 buildings and grounds improvements, parking lot improvements, site utility
19 work, and a privacy fence on the east end of property along the alleyway.

20 The most significant request has to do with parking space counts. Currently,
21 there are 560 stalls, the code requires 882. The proposed parking lot
22 improvements would increase the total available to 583. They are requesting
23 alleviation of off-street parking lot and loading zone landscaping
24 requirements. This will provide an increased number of parking spaces and
25 make snow removal easier. Currently, there are no landscape islands or
26 landscaping in the parking lot.

27 They are requesting variations to address the fencing of the athletic fields and
28 tennis court. They want relief to install a 50' foot safety net at the Junior
29 Varsity baseball field. This will protect cars in the parking lot and houses
30 across the street. Currently, there is just a backstop and 4' foot fence.
31 Discussion followed regarding field size requirements to comply with Illinois
32 High School Association (IHSA) standards. They are asking for setback
33 relief to replace one of the soccer fields off Madison Street, and construct two
34 player's shelters and a press box.

35 Chairman Neiman pointed out that in cases dealing with schools there is
36 some deference in meeting the approving criteria. Mr. McGinnis will provide
37 the Board with the Village Attorney's legal opinion on this matter.

38 Member Podliska asked if there were any options for more parking. Mr. Graal
39 said there really isn't any other room, as the property is landlocked. He
40 referenced the drawings which illustrate a small residential section that is
41 adjacent to the parking lot. One of the houses in this area is gone and is
42 open land, but it is still surrounded by three other residences. This area could
43 be potential parking, but there are no funds in the budget to purchase these
44 properties at this time or in the foreseeable future. It was asked if these
45 properties could be acquired by eminent domain. Mr. Graal stated he does
46 not know of any such plans, but he knows the district wants to be good
47 neighbors.

1 The public hearing was set for the next meeting of the Zoning Board of
2 Appeals on December 18, 2019.
3

4 **8. PUBLIC HEARING – None**
5

6 **9. NEW BUSINESS**

7 Chairman Neiman stated that Village counsel was consulted on what, if any,
8 rules there may be about a Board member voting on a matter when they were not
9 in attendance at a pre-hearing or when a public hearing is continued; is there a
10 requirement to watch the video, and does the member have the right to vote or
11 abstain. The Village attorney has advised that if a member misses a meeting, it
12 doesn't mean that member can't vote, and that member is not required to watch
13 the video. Anyone has the right to abstain; it is entirely up to the individual as to
14 how they want to handle a situation. Members have flexibility in these cases.
15

16 **10. OLD BUSINESS – None**
17

18 **11. ADJOURNMENT**

19 With no further business before the Zoning Board of Appeals, Member Murphy
20 made a motion to **adjourn the Zoning Board of Appeals of November 20,**
21 **2019.** Member Podliska seconded the motion.
22

23 **AYES:** Members Moberly, Murphy, Podliska and Chairman Neiman

24 **NAYS:** None

25 **ABSTAIN:** None

26 **ABSENT:** Members Alesia, Giltner and Engel
27

28 Motion carried.
29

30 Chairman Neiman declared the meeting adjourned at 6:52 p.m.
31
32
33

34 _____
35 Christine M. Bruton
36

Approved: _____

FINAL DECISION

VILLAGE OF HINSDALE ZONING BOARD OF APPEALS PETITION FOR VARIATION

Zoning Calendar: V-02-19

Petitioner: Mary & Michael Jawor

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:

LOT 2 IN MCGUIRE'S SUBDIVISION, BEING A 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 ¼ (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

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

Facts: 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

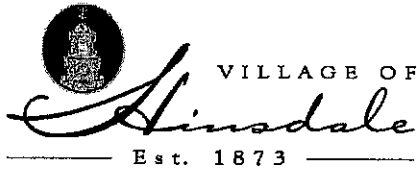
ABSTAIN: Member Podliska

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

7a



RECEIVED
9/23/19

19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR ZONING APPEAL

COMPLETE APPLICATION CONSISTS 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 Ben King (all residents of north Franklin Street)

Address of Subject Property: 336 E. Ogden Avenue, Hinsdale, IL 60521
(if applicable)

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: <u>9/23/19</u>	Zoning Calendar No. <u>APP-01-19</u>
PAYMENT INFORMATION: Check # _____ Check Amount \$ _____	

THE UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS 60637



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 for the project is variously Peter Nagel, Project Designer on behalf of the Bill Jacobs Group, 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 said application, the Owner's name is stated to be Bill Jacobs Group. The Certificate of Zoning Compliance was issued to Jesse Treuden.

2. **Trustee Disclosure.** In the case of a land trust provide the name, address, telephone number and email address of all trustees and beneficiaries of the trust:

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, 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)

4. **Subject Property.** (If applicable) Address and legal description of the subject property, use separate sheet for legal description if necessary.

336 E. Ogden Avenue, Hinsdale, IL 60521

5. **Consultants.** Name and address of each professional consultant advising applicant with respect to this application:

a. Attorney: _____

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- b. Engineer: _____
c. Architect: _____
d. Contractor: _____

6. **Village Personnel**. 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. **Survey**. 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. **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.
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 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.
10. **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.
11. **Successive Application**. 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.

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. **Facts.** The facts of the specific situation giving rise to the original order, decision, determination, or failure to act and to the appeal therefrom:

See attached Addendum

3. **Relief Sought.** The precise relief sought:

See attached Addendum

4. **Statement of Errors.** A statement of your position regarding each alleged error in the order, decision, determination, or failure to act being appealed and why the relief 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: Michael Stick

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 budget-neutral 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.

...

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 is 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 with 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.

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.

Applicant's name: The Redmond Co.
Owner's name (if different): Bill Jacoby Group
Property address: 336 Ogden Ave
Property legal description: [attach to this form]
Present zoning classification: ~~1B, Institutional Buildings~~ B3 General Business
Square footage of property: 157,687 (3.62 acres)
Lot area per dwelling: NA
Lot dimensions: 432 x 435
Current use of property: former GM training facility (vacant)
Proposed use: ☐ Single-family detached dwelling
☒ Other: auto dealership
Approval sought: ☐ Building Permit ☒ Variation
☐ Special Use Permit ☐ Planned Development
☒ Site Plan ☒ Exterior Appearance
☐ Design Review
☐ Other: _____

Brief description of request and proposal:

Convert building on site to Land Rover branded facility. Project is mostly interior remodel with new exterior materials. Seek permission to maintain existing variation of building setback that already exists.
Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u>5' (existing)</u>	<u>15'</u>
interior side(s)	<u>10' avg (existing)</u>	<u>10'</u>

Provided:**Required by Code:**

corner side	<u>5' (existing)</u>	<u>25'</u>
rear	<u>6' avg. (existing)</u>	<u>20'</u>
Setbacks (businesses and offices):		
front:	<u>NA</u>	<u>NA</u>
interior side(s)	<u>63' min. (existing)</u>	<u>10'</u>
corner side	<u>150' min. (existing)</u>	<u>25'</u>
rear	<u>40' min. (existing)</u>	<u>20'</u>
others:	<u>—</u>	<u>—</u>
Ogden Ave. Center:	<u>60' (existing)</u>	<u>100'</u>
York Rd. Center:	<u>NA</u>	<u>NA</u>
Forest Preserve:	<u>NA</u>	<u>NA</u>
Building heights:		
principal building(s):	<u>20'</u>	<u>30'</u>
accessory building(s):	<u>NA</u>	<u>NA</u>
Maximum Elevations:		
principal building(s):	<u>20'</u>	<u>30'</u>
accessory building(s):	<u>NA</u>	<u>NA</u>
Dwelling unit size(s):	<u>NA</u>	<u>NA</u>
Total building coverage:	<u>23.4%</u>	<u>NA</u>
Total lot coverage:	<u>88.9%</u>	<u>90%</u>
Floor area ratio:	<u>0.23</u>	<u>0.5</u>
Accessory building(s):	<u>NA</u>	

Spacing between buildings: [depict on attached plans]

principal building(s):	<u>NA</u>	<u> </u>	<u> </u>
accessory building(s):	<u>NA</u>	<u> </u>	<u> </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: 8/10/17, 20

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 'Hetz 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 finalized without landscaping approval.
2. 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.
3. 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.

NAME Jack Bowton 

COMPANY The Redmond Company

DATE 8/8/2019

*Exhibit B to
Addendum to
Application for
Building Approval*

MEMORANDUM

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

FROM: Robert McGinnis MCP
Director of Community Development/Building Commissioner

DATE: December 11, 2019

RE: Zoning Variation – V-06-19; 908 N. Elm Street

In this application for variation, the applicant requests relief from the Floor Area Ratio (FAR) requirements set forth in section 6-111(E) of the Code in order to enclose an entrance into the building. It should be noted that the existing building is a pre-code structure and is already over the allowable FAR specified in the code by 21,240 square feet (or 43.5% vs. 35%). The specific request is for 294 square feet of relief or an increase of .1%.

It should be noted that if the members vote to approve the request, it will move on to both the Board of Trustees and the Plan Commission. Given that the ZBA does not have final authority on Floor Area Ratio, the case will move on to the Board of Trustees as a recommendation provided that a minimum of four affirmative votes are received.

This property is located in the O-3 Office District in the Village of Hinsdale and is located on the west side of Elm Street just north of Ogden Avenue. It is located within the Office Park of Hinsdale. The property is irregularly shaped and contains approximately 249,880 square feet of lot area.

cc: Kathleen A. Gargano, Village Manager
Zoning file V-06-19

V-06-19

Village of Hinsdale
Application for Variation

Section I

1. Owner – Name, address and telephone of Owner: **GA HC REIT II Hinsdale MOB I; Asset Manager: Mr. Charles Montemor, Colony Capital; (617) 235-6375**
2. Trustee Disclosure - In the case of a land trust, the name, address and telephone number of all trustees and beneficiaries of the trust: **N/A**
3. Applicant – Name, address and telephone number of applicant, if different from the owner, and applicant's interest in the subject property: **Mr. Jim Doyle, CBRE, 700 Commerce Drive, Suite 450, Oak Brook, Illinois 60523; (708) 269-9294. Mr. Doyle is with the Property Management team managing/operating the building.**
4. Subject Property – Address and legal description of the subject property: **908 N. Elm Street, Hinsdale, Illinois 60521 (See Attachment 'A' for legal description)**
5. Village Personnel – 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: **N/A**
6. 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: **Not required at this time**
7. Survey – 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: **Please See Attachment 'B'**
8. Existing Zoning – Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property. The Subject Property is located in the O-3, General Office District. **Attached to this Application as Attachment 'C' is a portion of the Official Zoning Map of the Village in which the Subject Property is highlighted and depicts the use and development of adjacent areas at least 250 feet in all directions from the Subject Property. To the East is the same O-3 District, to the South across Ogden Ave. is the B-3 (General Business District). To the West is the**



RECEIVED
CB 12/10/19

same O-3 District and B-3 (General Business District). To the North is the same O-3 District and B-1 (Community Business District).

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 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: **The approval of the Zoning Board of Appeals being sought by Applicant conforms to the Village Official Comprehensive Plan and the Official Map. As stated in Section I, Paragraph 8 of this Application, the Subject Property is located in the O-3 District and its uses and development conform to those permitted in that District.**
10. 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. **Please see Attachment 'D'.**
11. Successive Application – 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. **N/A**

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:

1. Title: Evidence of title or other interest you have in the Subject Property, date of acquisition of such interest, and the specific nature of such interest. ~~Not available.~~ *Attachment E*
2. Ordinance Provision: The specific provisions of the Zoning Ordinance from which a variation is sought: **Sec. 6-111: Bulk, Space and Yard Requirements Table, Part E: Maximum Floor Area Ratio.**
3. Variation Sought: The precise variation being sought, the purpose thereof, and the specific feature or features of the proposed use, construction, or development that require a variation: **The Subject Property currently exceeds the maximum FAR as it was built prior to the current Zoning requirements. The proposed enclosure of the existing covered portico, which is 294 sq.ft., to create a temperature controlled entrance vestibule, would add to the total FAR. Therefore, a variation is being sought to minimally increase the existing FAR by 0.1%**
4. Minimum Variation: A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development. **The variation sought by the Applicant, to enclose the existing covered building entrance/portico to create a temperature controlled vestibule, would only increase the Floor Area Ratio by 0.1%. This minimal increase will significantly improve the energy efficiency of the building as well as provide an easier and more comfortable means of entering and exiting the building for the many disabled visitors that come to the building on a daily basis.**
5. Standards for Variation: A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation: **Please see Attachment 'D' for Applicant's general explanation for Applicant's statement regarding compliance with all specific standards for the grant of variation sought.**
 - 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. Denied Substantial Rights. 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. Code and Plan Purposes. 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 sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- f. Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
 - i. 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
 - ii. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - iii. Would substantially increase congestion in the public streets due to traffic or parking; or

- iv. Would unduly increase the danger of flood or fire; or
 - v. Would unduly tax public utilities and facilities in the area; or
 - vi. Would endanger the public health or safety.
- g. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property.

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 the 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. **Please see Attachment 'F', consisting of Floor Plans, Exterior Elevations and Details, as prepared by The Interior Design Group Ltd. Please also refer to Attachment 'F' for two (2) photos of the existing open portico and building entrance.**
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. **Please see Attachment 'G' for the Zoning Table of Compliance. As previously note in this Application, the existing FAR of 43.5% exceeds the current minimum code standards and the variation sought only increases the FAR by 0.1% to 43.6%.**

SECTION IV

1. Application Fee and Escrow. 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. 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.

Name of Applicant: JAMES DOYLE - Agent for Owner

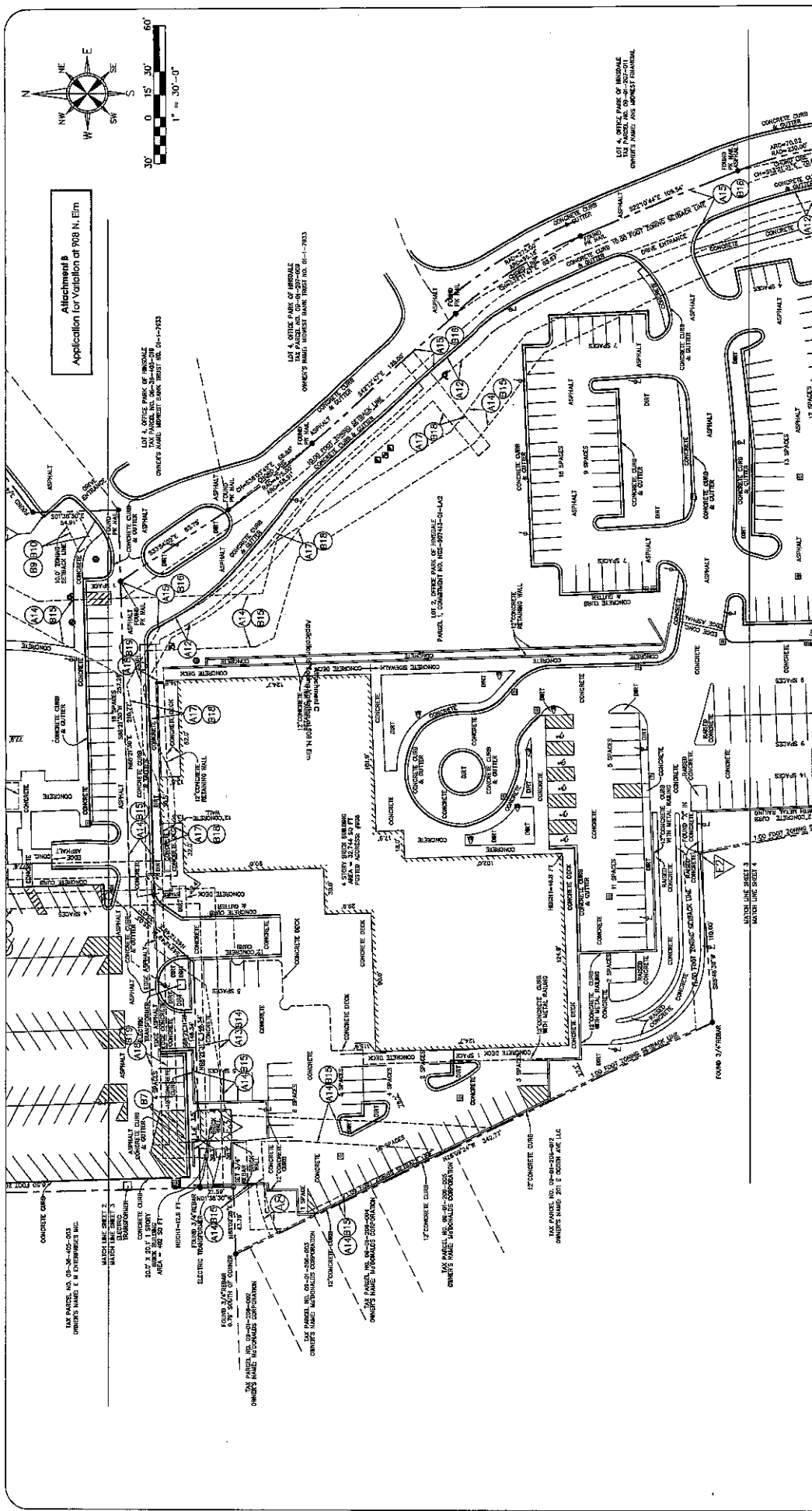
Signature of Applicant:  W. Doyle

Date: 12/11/2019

Attachment A

Application for Variation at 908 N. Elm

LOT 2 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

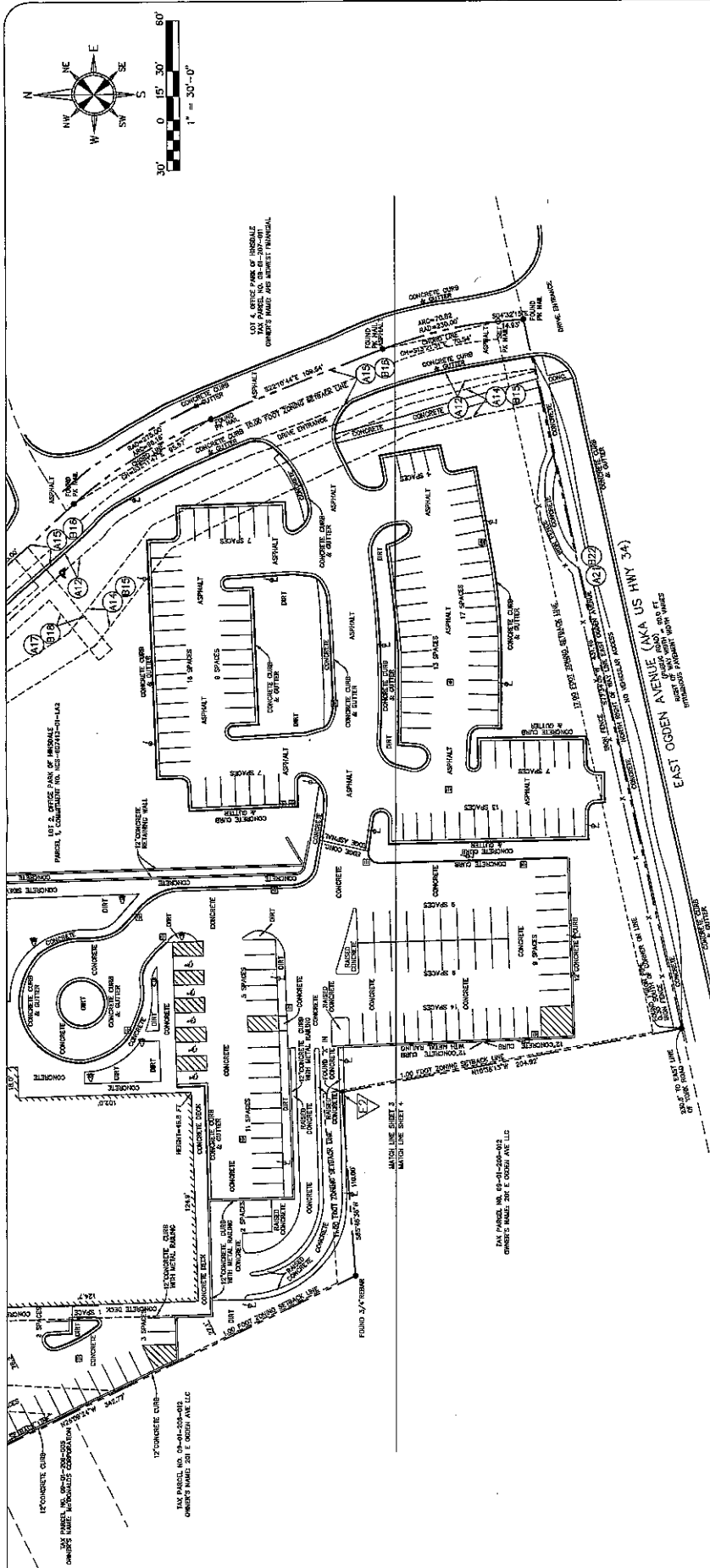


ALTA/ACSM LAND TITLE SURVEY

PARTNER
Engineering and Science, Inc.

30505 BANBRIDGE ROAD
SOLON, OHIO 44139
TEL 440-385-8501
Kwiker@partneresi.com

Survey Prepared By:
Sarko Engineering Inc.
Sarko Engineering Inc.
10000 W. 13372
Phone: 440-385-8501
Fax: 440-385-8502
Email: rsarko@seinc.net



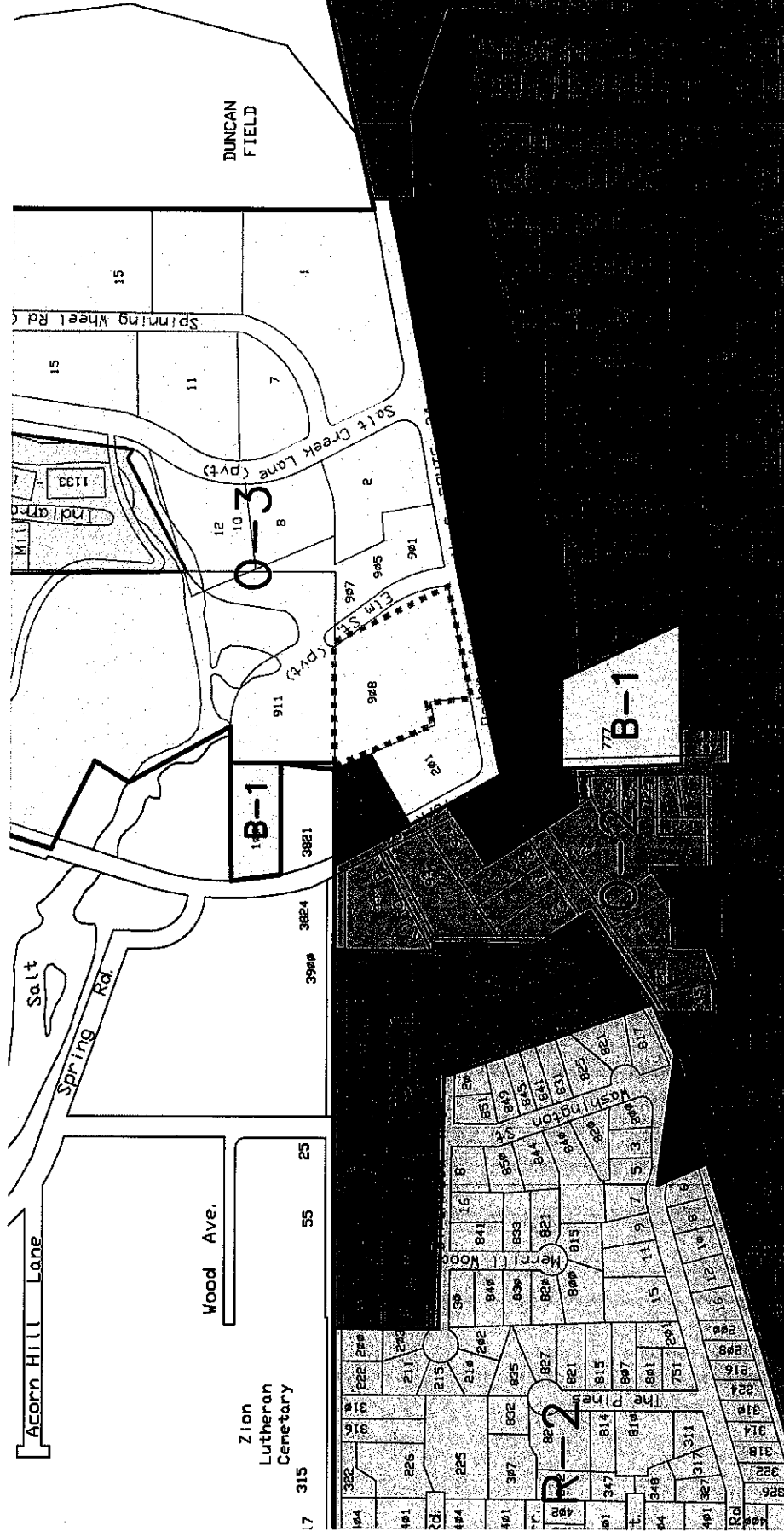
ALTA/ACSM LAND TITLE SURVEY

Survey Prepared By:
Sarko Engineering Inc.
 677 Highway 1
 Unit 10
 Phone: 688-833-2297
 Fax: 688-833-2297
 Email: f.sarko@sarko.ca

30505 BAINBRIDGE ROAD
 SOLON, OHIO 44139
 T 1-440-809-8501
 kwalker@partneresi.com



Attachment C
Application for Zoning Variation at 908 N. Elm



Attachment D

Application for Variation at 908 N. Elm

Applicant seeks the Board's approval to fully enclose the existing covered building entrance/portico to create a temperature controlled Entry Vestibule with (2) sets of automatic bi-parting entrance doors. The existing building does not currently have a vestibule and instead has a single manual revolving door and two (2) standard swing doors (one on each side) as the primary means for entry and egress. The building's primary tenants are various medical offices and a significant portion of patients visiting those offices need assistance via a wheelchair, walker, cane, etc. The existing revolving door cannot accommodate these patients and therefore, the manual door, with an ADA automatic door opener, is frequently used. As a result, the door remains open for a significant length of time allowing the elements into the building lobby which negatively affects the energy efficiency of the building, the comfort of the occupants and the maintenance of the lobby. The proposed enclosed entrance vestibule would provide a remedy to these issues. The Applicant believes that the specific standards for granting the variation sought in the Application are met, as detailed in Attachment 'E' of this Application. The Board has authority to grant the relief sought by the Applicant. The Applicant proposes to demonstrate to the Board that each of the standards articulated as conditions for approval are satisfied by the facts underlying this Application.

Attachment E

Application for Variation at 908 N. Elm

Standards for Variation

(a) Unique Physical Condition

The main entrance to the building on the Subject Property currently consists of a single manual revolving door and two (2) standard swing doors (one on each side). The exterior side of the entrance doors is protected by a two-story open portico with two (2) arches. The portico is constructed of brick and stone matching the construction of the main building. The building's primary tenants are various medical offices and a significant portion of patients visiting those offices need assistance via a wheelchair, walker, cane, etc. The existing revolving door cannot accommodate these patients and therefore, the manual door, with an ADA automatic door opener, is frequently used. As a result, the door remains open for a significant length of time allowing the elements into the building lobby which negatively affects the energy efficiency of the building, the comfort of the occupants and the maintenance of the lobby.

The Subject Property is unique to the surrounding properties/buildings of similar use in that the first floor of the North, East and West building elevations are above grade level and the building entrances on those sides are not ADA accessible. As a result, the main building entrance, on the south side of the building where the variation is being sought, is the only ADA accessible entrance. Considering that there is also a large patient drop-off/pick-up area as well as a valet stand at this location, it is the main point of entrance/egress to the building.

(b) Not Self-Created

None of the foregoing unique physical conditions were created by action or inaction of the Applicant/Owner. They are original to the building when it was first constructed and existed at the time Applicant purchased the Subject Property.

(c) Denied Substantial Rights

The neighboring building at 10/12 Salt Creek completed a similar project enclosing its semi-circular open portico to utilize the area as useable interior space. The Applicant proposes to enclose its open portico in a similar manner in an effort to be in line with what other owners have done in the Office Park. Denial of the relief sought in this Application would prevent the Applicant from the full benefits other buildings in the Office Park have been afforded.

(d) Not Merely Special Privilege

Applicant seeks no special privilege, but merely seeks approval to utilize his property in the same manner as other buildings within the immediate area, and to construct an improvement that is consistent with the objectives of the Plan and Code. Applicant is not pursuing rights not available to other property

owners or seeking to profit from the relief from an application of the Zoning Code that is requested in this Application.

(e) Code and Plan Purposes

As noted elsewhere in this Application, it is respectfully submitted that Code and Plan purposes are better served by the Board's approval of the variation sought by the Applicant. The addition of a temperature controlled building entrance vestibule would result in the Subject Property becoming more energy efficient as well as better serve the well-being of the general public.

(f) Essential Character of the Area

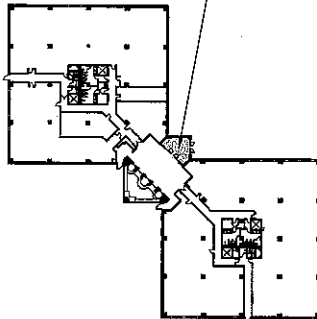
The proposed infill of the existing portico archways, with white aluminum storefront glass, would be consistent with the elevator atrium on the north side of the Subject Property, as well as the general architecture of the surrounding buildings. Grant of the requested variance would have none of the consequences listed in subparagraphs (i) through (vi) of this subsection.

(g) No Other Remedy

For all of the reasons stated in this Application, only by the grant of the requested variation would Applicant be permitted a reasonable use of the Subject Property without continuing the existing adverse conditions to the Applicant, its Tenants and its Tenant's patrons.

IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE COPIES OF THE FULL SET OF ARCHITECTURAL AND ENGINEERING DRAWINGS TO EACH SUBCONTRACTOR PRIOR TO CONSTRUCTION. IF ANY DISCREPANCY BETWEEN THE CONTRACTED WORK AND THE ARCHITECTURAL AND ENGINEERING DRAWINGS ARE DISCOVERED, IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY THE INTERIOR DESIGN GROUP LTD. OF SUCH CONFLICTS, BEFORE PROCEEDING WITH ANY WORK.

KEY PLAN:



REPLACEMENT OF EXISTING REVOLVING DOOR AND MAN
DOORS WITH NEW AUTOMATIC BI-PART SLIDING DOORS.
(NO CHANGE TO THE EXISTING PATH OF EGRESS OR
EGRESS WIDTH IS BEING MADE)
ADDITION OF NEW CURTAIN WALL SYSTEM AND
AUTOMATIC BI-PART SLIDING DOORS TO CREATE A NEW
ENCLOSED BUILDING ENTRY VESTIBULE
AND UNDER SEPARATE PERMIT TO BE SUBMITTED BY OTHERS
ALARM DRAWINGS TO BE SUBMITTED BY OTHERS AND
UNDER A SEPARATE PERMIT

BUILDING ENTRY/VESTIBULE

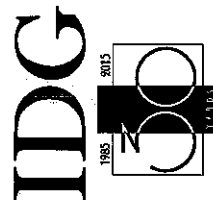
GLM PLAZA

908 NORTH ELM STREET
HINSDALE, ILLINOIS 60521

Attachment F
Application for Variation at 908 N. Elm

[illegible]

TABLE OF CONTENTS:		SHEET
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MOUNTING HEIGHTS		N-2
DEMOLITION, CONSTRUCTION/ELECTRIC/VOICE/DATA PLAN		A-1
ELEVATIONS AND DETAILS		A-2



THE INTERIOR DESIGN GROUP LTD.

546 ROOSEVELT ROAD GLEN ELYM, ILLINOIS 60137-5819
PHONE: (630) 548-0400 FAX: (630) 548-0388
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DESIGN AND DRAWING

ELM PLAZA
908 NORTH ELM STREET
CHINSDALE, ILLINOIS 60521

BUILDING MANAGEMENT



STATEMENT OF COMPLIANCE.
I HAVE PREPARED OR CAUSED TO BE PREPARED UNDER MY PERSONAL SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS STATEMENT TO THE EXTENT OF MY CONSTRUCTION, CALCULATIONS, THEY BEING THE BASIS OF THE DESIGN, TO BE IN COMPLIANCE WITH THE ENVIRONMENTAL PARAMETERS SET FORTH IN THE FEDERAL REGISTER (40 C.F.R. PART 156.11, 156.12, 156.13, 156.14, 156.15, 156.16, 156.17, 156.18, 156.19, 156.20, 156.21, 156.22, 156.23, 156.24, 156.25, 156.26, 156.27, 156.28, 156.29, 156.30, 156.31, 156.32, 156.33, 156.34, 156.35, 156.36, 156.37, 156.38, 156.39, 156.40, 156.41, 156.42, 156.43, 156.44, 156.45, 156.46, 156.47, 156.48, 156.49, 156.50, 156.51, 156.52, 156.53, 156.54, 156.55, 156.56, 156.57, 156.58, 156.59, 156.60, 156.61, 156.62, 156.63, 156.64, 156.65, 156.66, 156.67, 156.68, 156.69, 156.70, 156.71, 156.72, 156.73, 156.74, 156.75, 156.76, 156.77, 156.78, 156.79, 156.80, 156.81, 156.82, 156.83, 156.84, 156.85, 156.86, 156.87, 156.88, 156.89, 156.90, 156.91, 156.92, 156.93, 156.94, 156.95, 156.96, 156.97, 156.98, 156.99, 157.00, 157.01, 157.02, 157.03, 157.04, 157.05, 157.06, 157.07, 157.08, 157.09, 157.10, 157.11, 157.12, 157.13, 157.14, 157.15, 157.16, 157.17, 157.18, 157.19, 157.20, 157.21, 157.22, 157.23, 157.24, 157.25, 157.26, 157.27, 157.28, 157.29, 157.30, 157.31, 157.32, 157.33, 157.34, 157.35, 157.36, 157.37, 157.38, 157.39, 157.40, 157.41, 157.42, 157.43, 157.44, 157.45, 157.46, 157.47, 157.48, 157.49, 157.50, 157.51, 157.52, 157.53, 157.54, 157.55, 157.56, 157.57, 157.58, 157.59, 157.60, 157.61, 157.62, 157.63, 157.64, 157.65, 157.66, 157.67, 157.68, 157.69, 157.70, 157.71, 157.72, 157.73, 157.74, 157.75, 157.76, 157.77, 157.78, 157.79, 157.80, 157.81, 157.82, 157.83, 157.84, 157.85, 157.86, 157.87, 157.88, 157.89, 157.90, 157.91, 157.92, 157.93, 157.94, 157.95, 157.96, 157.97, 157.98, 157.99, 158.00, 158.01, 158.02, 158.03, 158.04, 158.05, 158.06, 158.07, 158.08, 158.09, 158.10, 158.11, 158.12, 158.13, 158.14, 158.15, 158.16, 158.17, 158.18, 158.19, 158.20, 158.21, 158.22, 158.23, 158.24, 158.25, 158.26, 158.27, 158.28, 158.29, 158.30, 158.31, 158.32, 158.33, 158.34, 158.35, 158.36, 158.37, 158.38, 158.39, 158.40, 158.41, 158.42, 158.43, 158.44, 158.45, 158.46, 158.47, 158.48, 158.49, 158.50, 158.51, 158.52, 158.53, 158.54, 158.55, 158.56, 158.57, 158.58, 158.59, 158.60, 158.61, 158.62, 158.63, 158.64, 158.65, 158.66, 158.67, 158.68, 158.69, 158.70, 158.71, 158.72, 158.73, 158.74, 158.75, 158.76, 158.77, 158.78, 158.79, 158.80, 158.81, 158.82, 158.83, 158.84, 158.85, 158.86, 158.87, 158.88, 158.89, 158.90, 158.91, 158.92, 158.93, 158.94, 158.95, 158.96, 158.97, 158.98, 158.99, 159.00, 159.01, 159.02, 159.03, 159.04, 159.05, 159.06, 159.07, 159.08, 159.09, 159.10, 159.11, 159.12, 159.13, 159.14, 159.15, 159.16, 159.17, 159.18, 159.19, 159.20, 159.21, 159.22, 159.23, 159.24, 159.25, 159.26, 159.27, 159.28, 159.29, 159.30, 159.31, 159.32, 159.33, 159.34, 159.35, 159.36, 159.37, 159.38, 159.39, 159.40, 159.41, 159.42, 159.43, 159.44, 159.45, 159.46, 159.47, 159.48, 159.49, 159.50, 159.51, 159.52, 159.53, 159.54, 159.55, 159.56, 159.57, 159.58, 159.59, 159.60, 159.61, 159.62, 159.63, 159.64, 159.65, 159.66, 159.67, 159.68, 159.69, 159.70, 159.71, 159.72, 159.73, 159.74, 159.75, 159.76, 159.77, 159.78, 159.79, 159.80, 159.81, 159.82, 159.83, 159.84, 159.85, 159.86, 159.87, 159.88, 159.89, 159.90, 159.91, 159.92, 159.93, 159.94, 159.95, 159.96, 159.97, 159.98, 159.99, 160.00, 160.01, 160.02, 160.03, 160.04, 160.05, 160.06, 160.07, 160.08, 160.09, 160.10, 160.11, 160.12, 160.13, 160.14, 160.15, 160.16, 160.17, 160.18, 160.19, 160.20, 160.21, 160.22, 160.23, 160.24, 160.25, 160.26, 160.27, 160.28, 160.29, 160.30, 160.31, 160.32, 160.33, 160.34, 160.35, 160.36, 160.37, 160.38, 160.39, 160.40, 160.41, 160.42, 160.43, 160.44, 160.45, 160.46, 160.47, 160.48, 160.49, 160.50, 160.51, 160.52, 160.53, 160.54, 160.55, 160.56, 160.57, 160.58, 160.59, 160.60, 160.61, 160.62, 160.63, 160.64, 160.65, 160.66, 160.67, 160.68, 160.69, 160.70, 160.71, 160.72, 160.73, 160.74, 160.75, 160.76, 160.77, 160.78, 160.79, 160.80, 160.81, 160.82, 160.83, 160.84, 160.85, 160.86, 160.87, 160.88, 160.89, 160.90, 160.91, 160.92, 160.93, 160.94, 160.95, 160.96, 160.97, 160.98, 160.99, 161.00, 161.01, 161.02, 161.03, 161.04, 161.05, 161.06, 161.07, 161.08, 161.09, 1



PROJECT DESIGN TEAM
PROJECT: LARRY DOHRER
DESIGNER: DIANE HANSA
DRAWER: TIM LIES
DRAWING BY: RYAN DERAB
PLOTTED BY:



PRDL NO. 21398-17	QAT
SUBMITTED:	

SHEET NO.: _____

ALL PRINTINGS FOR ITEMS ILLUSTRATED IN THESE DOCUMENTS ARE TO THE CENTERLINE OF THE ITEMS.

- ALL NEW WALL OUTLETS (CIRCLES, SQUARES, ETC.) SHALL BE COULDED 15" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED.
- ALL ELECTRICAL SYSTEMS AND SUBSYSTEMS ARE TO BE SUPPLIED AND INSTALLED BY THE ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF BUILDING MATERIALS REQUIRED FOR THE INSTALLATION OF THEIR WORK.
- ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES MADE BY THE ELECTRICAL CONTRACTOR ARE TO BE SEALED DOWN TO THE FINISHED FLOOR OR CEILING TO PREVENT COMBUSTIBLE PENETRATION.

- ELECTRICAL CONTRACTOR SHALL REMOVE ALL LIGHTING FIXTURES, REBARS, CONNECTORS, JUNCTION BOXES, ETC. WHICH CANNOT BE RE-USED AND ARE DEEMED UNNECESSARY BY THE ELECTRICAL CONTRACTOR.
- ALL EXISTING, RELOCATED AND NEW DAY-IN LIGHT FIXTURES SHALL BE SUPPORTED INDEPENDENTLY OF THE CEILING GRID BY (2) HEAVY GROUND ANCHORS OF EACH EXISTING OR NEW CONNEXORS OF EACH TIE TO THE TOP CORD OF THE BAR JUST ON THE BECK ABOVE.
- PROVIDE BUILDING STANDARD SPRINKLERS

**WARRANT FINISH FOR ALL METAL PARTS OF
FRAMES, DOORS, PERIMETER ENCLOSURES**

- ALL PAINTS USED BY PROJECT ARE TO BE IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS AND SPECIFICATIONS FOR THAT PARTICULAR SURFACE.

SECTION, ENHANCED BUILDING GREEN RATING STANDARD, UNDER THE CARPETING INDUSTRY IS TO BE

- ALL FLOORS FOUND TO HAVE A BUNCH OF CONCRETE SLAB ONCE REACTION IS COMPLETED ARE TO BE PATCHED TO MATCH THE SURFACE OF THE ADJACENT FLOORING AND LEAD TO THE ADJACENT ROOMS.
- PROVIDE AND INSTALL ALL FLOORING IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECTURAL SPECIFICATIONS. NOTIFY THE INSURANCE COMPANY OF ANY CONTINGENT DAMAGE TO THE FLOORING PRIOR TO COMMENCEMENT OF WORK.
- APPLY CONCRETE SLAB PRIMER, IF SPECIFIED BY FLOORING MANUFACTURER, PRIOR TO LAYING DOWN FLOORING. FOLLOW ALL INSTRUCTIONS OF THE FLOORING MANUFACTURER'S SPECIFICATIONS.
- MAINTAIN REFERENCE MARKERS, MOLES, DOWELS, ETC., THROUGHOUT THE ENTIRE FLOORING CUTTING. DO THIS BY APPLYING MARKERS ON FINISH FLOORING AS SUBSTRATES ON FINISH FLOORING AS SUBSTRATES ON SUBFLOOR. USE CHALK OR INKED NON-PERMANENT MARKING TOOLS.

ALL DOORS USED IN CONJUNCTION WITH

- ENTERS ARE TO BE READILY OPENED FOR THE EXPRESS USE WITHOUT A KEY, UNLESS SPECIAL KNOWLEDGE ALLOWS ONE TO PRODUCE OUT OF THE SAME AT ALL TIMES.
- ALL CONSTRUCTION MUST COMPLY WITH THE 2010 ASH GIDELINES, THE CURSULES OF THE BLDG CODE AND LINDS ALPHABETIC CODE, OR A LOCAL AUTHORITYMENT "WHICHEVER IS MOST STRINGENT".
- THESE PLANS AND SPECIFICATIONS, TO THE BEST OF OUR KNOWLEDGE AND ABILITY, CONFORM TO THE ACCESSIBILITY STANDARDS DULINED IN THE 2010 A.D. GIDELINES, THE BIC CODES, THE LONG ACCESSIBILITY CODE, AND A117.1 LATER AMENDMENTS, "WHICHEVER IS MOST STRINGENT".

PLEASE NOTE
THE BUILDING STANDARD UNLESS

- DOORS AND HARDWARE ARE TO BE SELECTION TO BE BUILDING MATERIALS, ALL FEDERAL, STATE, AND LOCAL CODES. NON-RATED DOOR ASSEMBLIES SHALL BE RATED FOR 1 1/2 HOURS. DOORS ARE TO BE 3 1/4" UNLESS OTHERWISE SPECIFIED.

CONTRACTOR IS RESPONSIBLE FOR ALL
DOOR HARDWARE. ALL KEYING OF EXISTING

- ANY DOOR LATCHING CONTROLLED BY AN ELECTRONIC DEVICE IS TO BE WIRED IN THE FOLLOWING MANNER: WHEN THE POWER FAILS AND/OR THE FIRE ALARM ACTIVATED, THE DOOR MUST UNLOCK, ALLOWING FREE PASSAGE OUT OF THE SPACE.

THE INTERIOR DESIGN GROUP LTD.'S FIRE
EXTINGUISHING LAYOUT IS FOR

- FIRE EXTINGUISHERS ARE TO BE MOUNTED SO THE BOTTOM OF EXTINGUISHER IS A MAXIMUM OF 27" ABOVE FINISHED FLOOR. CONTRACTOR IS TO INSTALL FIRE EXTINGUISHER SIGNAGE AS PER THE GOVERNING MUNICIPALITY'S REQUIREMENTS.

**STATIONS WITH BUILDING REQUIREMENTS
APPROVED VENDOR / CONTRACTOR AND**

- LOCAL FIRE / LIFE SAFETY SYSTEMS ARE TO BE TESTED BY THE BUILDING ENGINEER AND APPROVED BUILDING LIFE / SAFETY OFFICIALS OF THE APPLICABLE LOCAL MUNICIPALITIES.**
- THE EXISTING AUTOMATIC FIRE SUPPRESSION SYSTEM SHALL REMAIN AND BE MAINTAINED TO BE IN FULL CONFORMANCE WITH ALL CODES AND REGULATIONS AND SHALL BE PROTECTED BY THE CONCERNING FIRE PROTECTION DISTRICT.**
- MARIANNE THE OPERATION OF THE SPRINKLER SYSTEM ON THE ENTIRE FLOOR SHALL BE AVOIDED TO PREVENT DAMAGE TO THE FURNITURE AND WALLPAPER STAND-OFFS AT ALL TIMES.**
- LOCAL SOBEY'S COMPLETION OF THE FIRE**

VILLAGE / CITY APPROVED PLAN

- BE ON THE JOB SITE AT THE COMMENCEMENT OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY NECESSARY REMEDIATION OF ANY DEFECTS OR DAMAGE TO THE EXISTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY NECESSARY REMEDIATION OF ANY DEFECTS OR DAMAGE TO THE EXISTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY NECESSARY REMEDIATION OF ANY DEFECTS OR DAMAGE TO THE EXISTING WORK.

SMALL SCALE PLANS, ELEVATIONS
SECTIONS

- [illegible]

THESE STUDIES HAVE BEEN

- CONNECT ALL POWER IN AREAS OF
PRIOR TO COMMENCEMENT OF
TION AND SHALL PROVIDE
BINARY POWER AND LIGHTING FOR
TION CONTRACTOR.

OUR DELIVERIES ARE PERMITTED
WITH NO TRAIL OR DELAYERS &

- ...P.M. MONDAY THROUGH SATURDAY
...5:00 P.M. MONDAY THROUGH
...OR AFTER 4:00 P.M. ON
...AY.

CONTRACTOR(S) SHALL VERIFY ALL

- [illegible]

CONTRACTOR SHALL PROVIDE

- SAFE GUARDS, BARRIERS, FENCES, LIGHTING, FIRE ALARMS, AND OTHER DEVICES, AS REQUIRED DURING CONSTRUCTION.



THE INTERIOR DESIGN GROUP LTD
444 BOOTHMAN ROAD #1178, URBAN II, 40137-3561
PHOENIX, AZ 85026 348-0400 FAX: (602) 348-9585

PROJECT DESIGN TEAM
ARCHITECT: LARRY DORRIS
DESIGNER: DIANE HANSA
REVIEWER: TIM JES
DRAWN BY: RYAN DEBAR
REPAIRED BY:

MANAGEMENT:

CBE

OFFICE PARK OF HINSDALE
911 NORTH ELM STREET
HINSDALE, ILLINOIS 60521

BUILDING ENTRY/
VESTIBULE

ELM PLAZA
908 NORTH ELM ST.
HINSDALE, ILLINOIS 60521

FD-302 (Rev. 2-11-98)

[illegible]

A SEX CONSULT CONSULTANT. 17 MAR 1964

PERMIT COMMENTS:	11/20/10
BO/PERMIT:	07/14/10

APPROVAL: 07/07/19

DATE _____
ET TIME _____

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

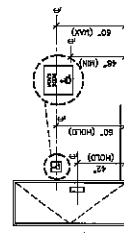
PERFORMANCE, OUTLET/DEVICE

MOUNTING HEIGHTS

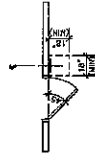
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22

ACCESSIBLE MOUNTING HEIGHTS

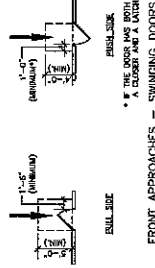


ACCESSIBLE SIGNAGE LOCATION

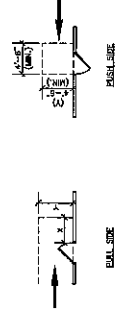


ACCESSIBLE SIGNAGE LOCATION

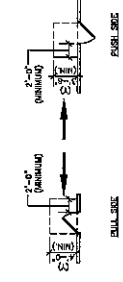
ACCESSIBILITY CLEARANCES



FRONT APPROACHES - SWINGING DOORS



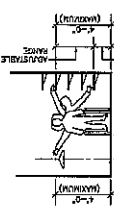
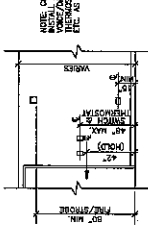
NOTE:
IF THE DOOR WAS BOTH A
0° THEN $x=y=0^\circ$ (C 548).



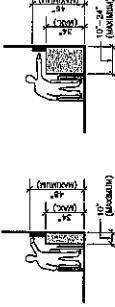
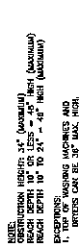
QUANTUM) IF DOOR HAS



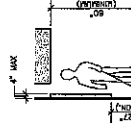
MOUNTING DEVICE HEIGHTS

[illegible]

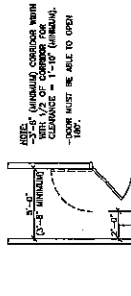
ACCESSIBLE ELECTRIC RECEPTACLES
SCALE 1/4"=1'-0"

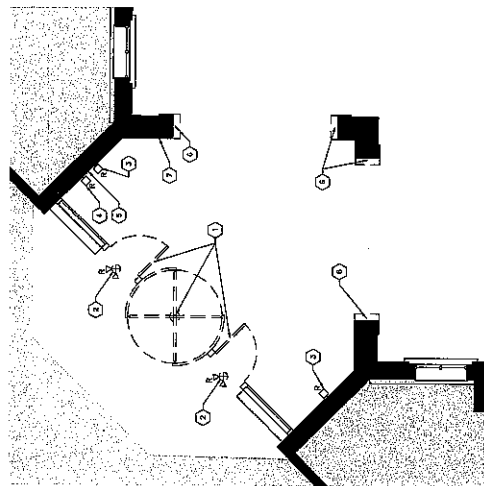


OBSTRUCTED HIGH REACH

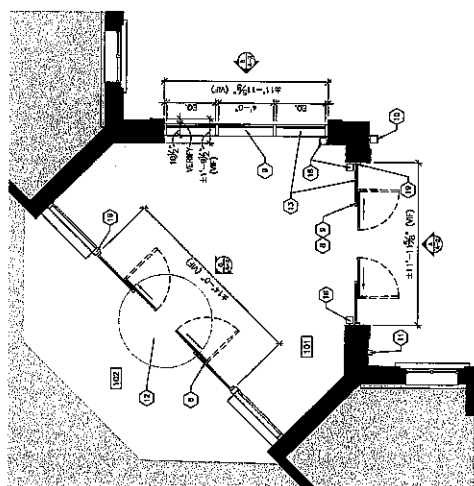


5/27/2017





SCALE: 1/4"=1'-0"



- [illegible]

SHEET NOTES

- [illegible]

KEYNOTES

- [illegible]

ROOM SCHEDULE	
NUMBER	ROOM NAME
101	VESTIBULE
102	LOBBY

LEGEND

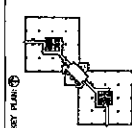
- [illegible]

PROJECT DESIGN TEAM
ARCHITECT: LARRY DONNER
ENGINEER: DIANE HANSA
OWNER: TIM LIES
TRAINING: RYAN DEBARI
MADE BY:

MANAGEMENT:

CBS

OFFICE PARK OF HINSDALE
911 NORTH ELM STREET
HINSDALE, ILLINOIS 60521



**BUILDING ENTRY/
VESTIBULE**
ELM PLAZA
508 NORTH ELM ST.
HINSDALE, ILLINOIS 60521

PROJ. NO. 2138-17

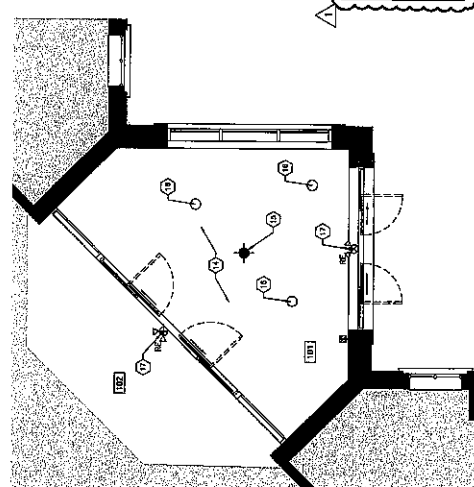
PER PERMIT COMMENTS:	11/20/17
PER BIO/PERMIT:	07/14/17
PER APPROVAL:	07/07/17
ISSUING:	07/07/17

EMULSION, CONSTRUCTION/
ELECTRIC/VOICE/DATA PLAN AND
REFLECTED CEILING PLAN

14

FIRST FLOOR - REFLECTED CEILING PLAN

CASE: 12A00320-0



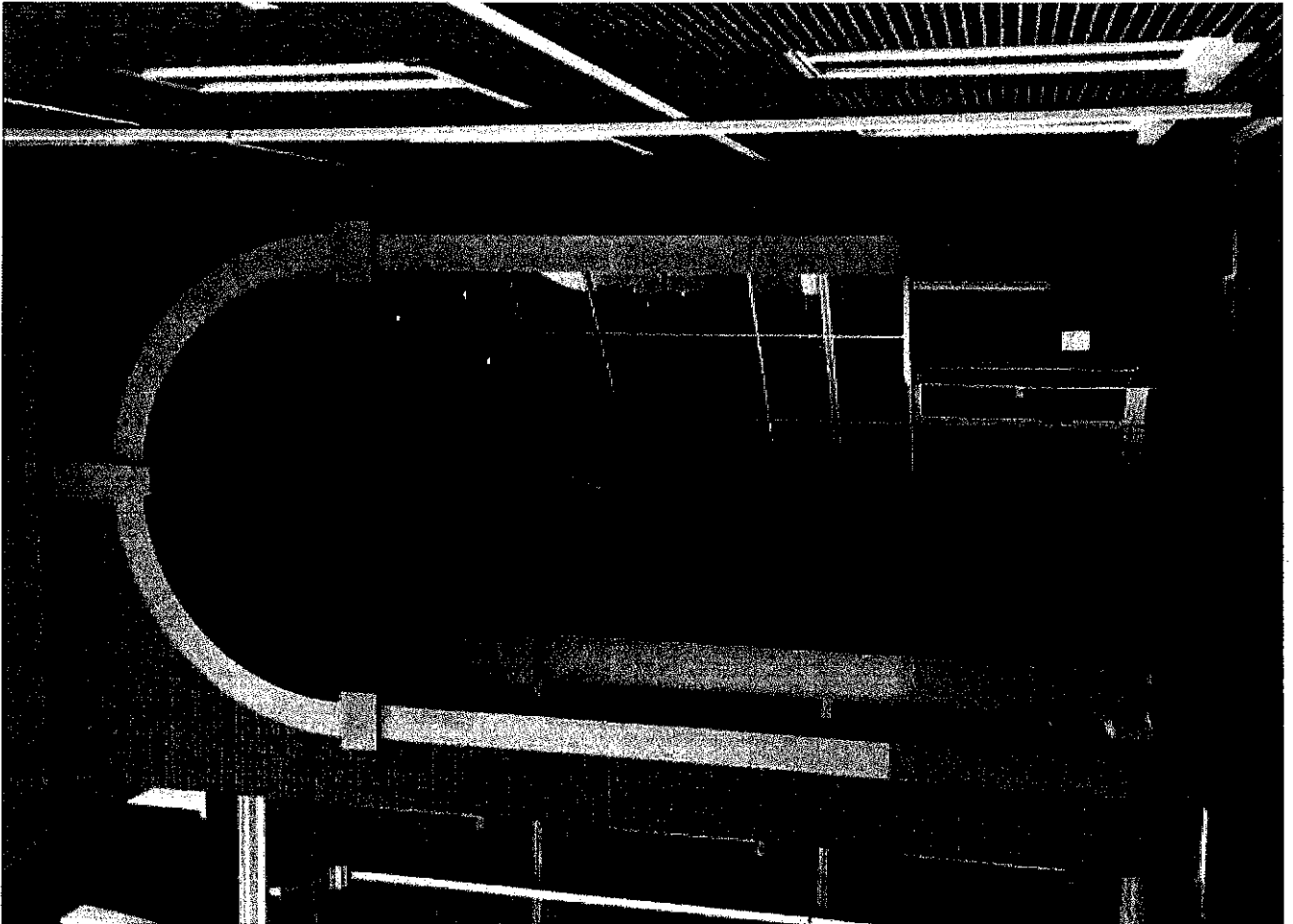
CONTRACTOR TO NOTE:

THEY ARE TO NEVER BE SECURED ON THE EGRESS SIDE, ARE TO INCLUDE MOTION SENSORS ON BOTH SIDES OF THE DOORS AND ARE TO INCLUDE INTEGRAL PANIC HARDWARE WITH A BREAK-AWAY FEATURE FOR USE IN THE EVENT THAT THERE IS A POWER FAILURE.

NOTE: ALL ARE
HATCH, IN THIS

1000

Attachment F
Application for Variation at 908 N. Elm



Attachment G
Application for Variation at 908 N. Elm
TABLE OF COMPLIANCE

Address of subject property: 908 Elm Street, Hinsdale, Illinois 60521

The following table is based on the O-3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	20,000	249,880 sq.ft. / No Change
Minimum Lot Depth	125'	+/-568' / No Change
Minimum Lot Width	80'	+/- 541' / No Change
Building Height	60' Max.	+/-48' / No Change
Number of Stories	5 Max.	4 / No Change
Front Yard Setback	25'	17' / No Change
Corner Side Yard Setback	25'	10' / No Change
Interior Side Yard Setback	10'	1'-0" / No Change
Rear Yard Setback	20'	0'-0" / No Change
Maximum Floor Area Ratio (F.A.R.)*	35%	43.6% / 43.5%
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	50%	>50% / No Change
Parking Requirements	391 (8 Handicapped)	415 (11 Handicapped) / No Change
Parking front yard setback	25'	17' / No Change
Parking corner side yard setback	25'	25' / No Change
Parking interior side yard setback	10'	0' / No Change
Parking rear yard setback	20'	0' / No Change
Loading Requirements	2	2 / No Change
Accessory Structure Information	N/A	N/A (No Change)

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

Form No. 1402.06
ALTA Owner's Policy (6-17-06)
1100302P050600



Policy Page 1
Policy Number: NCS-607413-01-LA2

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY

Dennis J. McLean

PRESIDENT

ATTEST

Christy K. Kelley

SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
 - (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "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 insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
777 South Figueroa Street, Suite 400
Los Angeles, CA 90017

File No.: **NCS-607413-01-LA2**

Policy No.: **NCS-607413-01-LA2**

Address Reference: 908 N. Elm Street, Hinsdale, IL
Amount of Insurance: \$27,600,000.00
Date of Policy: July 12, 2013 at 3:51 p.m.

1. Name of Insured:

GA HC REIT II Hinsdale MOB I, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

GA HC REIT II Hinsdale MOB I, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

Real property in the City of Hinsdale, County of DuPage, State of Illinois, described as follows:

PARCEL 1:

LOT 2 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-072897, DESCRIBED IN EXHIBITS C1 THROUGH C5 ATTACHED THERETO, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON AND ACROSS EASEMENT PREMISES.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY OFFICE PARK OF HINSDALE DECLARATION OF EASEMENTS AND OPERATING COVENANTS DATED APRIL 2003 AND RECORDED MAY 29, 2003 AS DOCUMENT R2003-200111 AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005825 FOR A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR

AND PEDISTRIAN INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE ROADWAYS FOR THE BENEFIT AND USE OF THE LOT OWNERS OF EACH AND EVERY LOT, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, AGENTS, EMPLOYEES, LICENSEES AND INVITEES TO PERMIT INGRESS AND EGRESS TO, FROM AND OVER THE ROADWAYS.

SCHEDULE B

File No.: **NCS-607413-01-LA2**

Policy No.: **NCS-607413-01-LA2**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General Real Estate Taxes for the year 2013 and subsequent years, none currently due and payable.

Permanent Index Number: 06-36-405-018

(affects part of the land)
2. General Real Estate Taxes for the year 2013 and subsequent years, none currently due and payable

Permanent Index Number: 09-01-207-008

(affects the remainder of the land)
3. The land lies within the Flagg Creek Water Reclamation District, formerly known as the Hinsdale Sanitary District, which has accepted federal grants for sewage treatment works pursuant to Public Law 92-500. Federal law requires a user charge system separate from general ad valorem property taxes. Ordinance No. 405 recorded as document R75-19171 established user charges and the cost recovery methods. Amended Ordinance No. 756 recorded March 13, 2009 as document R2009-037066 requires payment of user charges prior to sale or transfer of real estate.

None due and payable as of Date of Policy.
4. This item has been intentionally deleted.
5. This item has been intentionally deleted.
6. This item has been intentionally deleted.
7. This item has been intentionally deleted.
8. Easement Agreement recorded January 13, 1993 as document R93-008527, in favor of McDonald's Corporation, a perpetual, non-exclusive easement for pedestrian ingress and egress, together with such further provisions contained therein.
9. Easement and modification of existing easements created by a grant dated July 21, 1980 and recorded September 23, 1980 as document R80-57056, from Office Park of Hinsdale and Hinsdale sanitary district, for storm and surface water control and sanitary sewer purposes, and the terms, provisions and conditions contained therein.
10. Agreement made by and between Drovers National Bank of Chicago, as trustee under Trust Number 62019, and as trustee under Trust Number 61116, and Catherine Soustek, dated June 7, 1973 and recorded June 11, 1973 as document R73-33823, with amendments thereto recorded

as documents R73-35331, R81-02365 and R2001-197280, relating to perpetual and non-exclusive easement and covenants appurtenant to and benefiting the premises in question, and the terms, provisions and conditions contained therein.

11. This item has been intentionally deleted.
12. Grant made by Paul Schwnedener Jr. to Northern Illinois Gas Company, an Illinois corporation, its successors and assigns, dated August 13, 1969 and recorded October 3, 1969 as document R69-43792, and the terms, provisions and conditions contained therein, of a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in Dupage County, Illinois:

Commencing at the Northeast corner of Section 1; thence South on the Section line 212.40 feet to the north right of way line of the old plank road (now known as Ogden Avenue); thence southwesterly on said North right of way, 1365 feet to the point of beginning of said easement; thence northerly 600 feet, more or less, using the back of the existing concrete curb on the west side of Elm Street as the easterly line of the said 8 foot easement, in the Northeast 1/4 of Section 1, Township 38 North, Range 11, East of The Third Principal Meridian.
13. Grant to the Village of Hinsdale, by instrument dated March 12, 1928 and recorded April 14, 1928 as document 255762, from F. W. Graue and Dorothea Graue, his wife, of the right to lay a 48 inch concrete storm and surface water tile on a strip of land 10 feet in width and extending the length of the sewer, said strip of land being located 10 feet North of the North line of Section 1, Township 38 North, Range 11, East of The Third Principal Meridian, in the Village Limits of Hinsdale, Illinois, the tile to be located beginning at a point on the easterly line of York Street, 10 feet North of the North line of the Northeast 1/4 of Section 1, aforesaid, and extending thence East parallel with the North line of the Northeast 1/4 of Section 1, aforesaid, a distance of 533 feet, to the present open ditch situated on the land of said grantors; also the right to use said open ditch for a distance of 188 feet, more or less, to the junction of Salt Creek, as an outlet to said sewer; and also the perpetual right to clean or repair said sewer on above described strip of land, and the terms, provisions and conditions contained therein.
14. Grant of Utility Easements and Plat of Dedication of Public Utility Easements to the Village of Hinsdale, recorded October 22, 1985 as document R85-91233; Utility Easements to the Village of Hinsdale made by Drovers Bank of Chicago, as trustees under Trust Numbers 69035, 79042 and 61116, as depicted thereon as Parcels A, B and C in Exhibit A, and the terms, provisions and conditions contained therein.

(For further particulars see record)
15. License Agreement made by and between Office Park of Hinsdale and Drovers National Bank of Chicago, as trustee under Trust Number 61116, dated February 15, 1973 and recorded June 11, 1973 as document R73-33822, and supplemental declaration recorded as document R79-107322, and supplementary declaration of license recorded as document R77-117083 relating to ingress and egress to and from ogden avenue over and across the private roads known as Salt Creek Lane and Elm Street, further providing for the termination of this agreement together with the terms, provisions and conditions contained therein.
16. This item has been intentionally deleted.
17. Grant of Easement to the Commonwealth Edison Company, a corporation of Illinois, as contained in the plat dated February 7, 1980 and recorded February 8, 1980 as document R80-08980, granting a 10 foot permanent easement located in the Northeast 1/4 of Section 1, Township 38 North, Range 11, and the South East 1/4 of section 36, Township 39 North, Range 11, East of The Third Principal Meridian, described as:

Commencing at the Northeast corner of Ogden Avenue (66 foot right of way) and Elm Street, as it has been carried northerly; thence northerly on the East right of way of elm Street 55.00 feet to a point of curve; thence northerly on said right of way, being a curve to the left, having a radius of 398.00 feet, an arc distance of 225.75 feet to a point of tangency; thence northwesterly on said easterly line of Elm Street 91.5 feet to the point of beginning and centerline of said easement; thence northeasterly at right angles 35 feet; thence northwesterly at right angles 72 feet, more or less, to a corner of the building at number 907 Elm Street; thence from the point of beginning, southwesterly and crossing Elm Street at right angles, to a point 50 feet beyond the westerly right of way of said Elm Street; thence returning along the last described course to a point 10 feet southwesterly of the southwesterly curb of elm street; thence northwesterly and parallel with said curb 228 feet; thence northwesterly 44 feet to a point that is 31 feet South of said curb, thence westerly 40 feet to a point 10 feet South of said curb; thence westerly and parallel to said curb 85 feet to a point that is of a projection south of a line 5 feet West of the building at Number 911 Elm Street; thence North on the last described line to its terminus 95 feet North of the Southwest corner of the building, in Dupage County, Illinois.

18. Easement in, upon, under, over and along the tract of land described as beginning on the East line of Lot 4, 50.00 feet North of the Southeast corner thereof, in Graue's Assessment Plat No. 2, located in the South East 1/4 of section 36, township 39 north, Range 11, East of The Third Principal Meridian, Dupage County, Illinois, to install and maintain all equipment for the purpose of serving the land and other property with gas service, together with right of access to said equipment, as created by grant to northern illinois gas company recorded December 17, 1979 as document R79-112860, and the terms, provisions and conditions contained therein.

19. Gas Main Easement made by Paul Schwedener to Northern Illinois Gas Company, an Illinois corporation, dated March 2, 1970 and recorded April 7, 1970 as document R70-10262, and the terms, provisions and conditions contained therein, granting a perpetual easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property:

The westerly 1/2 of the private road known as Salt Creek Lane, located in the Southeast 1/4 of Section 36, Township 39 North, Range 11, East of The Third Principal Meridian, in Dupage County, Illinois.

(For Further particulars, see record.)

20. This item has been intentionally deleted.
21. Pursuant to the plat of Office Park of Hinsdale, aforesaid, there shall be no direct access to Ogden Avenue (U.S. Route 34) from Lots 2, 3, 7 and 8. Access to be provided via Elm Street and Salt Creek Lane. Access to each lot via Salt Creek Lane and Elm Street.
22. Office Park of Hinsdale Declaration of Easements and Operating Covenants dated April 2003 and recorded May 29, 2003 as document R2003-200111, and re-recorded January 10, 2006 as document R2006-005825, made by and between Midwest Bank and Trust company, as trustee under Trust Agreement dated November 8, 2001, and known as Trust Number 01-7933 and Foxford, L.L.C. relating to easements, maintenance, association formation and membership, assessments, and other terms, provisions and conditions contained therein.

Amendment to Office Park of Hinsdale Declaration of Easements and Operating Covenants recorded February 27, 2012 as document R2012-024784.

23. Nothing contained herein should be construed as insuring the exact location or dimensions of the Easement described as Parcel 3 of Schedule A.

24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. Rights of the United States of America, State of Illinois, the Municipality and the public in and to that part of the land lying within the bed of salt creek; and the rights of other owners of land bordering on the creek in respect to the water of said creek.
28. Terms, conditions and provisions of the document creating the easement described in Schedule A, together with the rights of the adjoining owners in and to the concurrent use of said easement.
29. This item has been intentionally deleted.
30. This item has been intentionally deleted.
31. Rights of tenants listed on Exhibit A as tenants only pursuant to unrecorded unexpired leases.
32. This item has been intentionally deleted.
33. This item has been intentionally deleted.
34. This item has been intentionally deleted.
35. This item has been intentionally deleted.
36. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Sarko Engineering Inc. for Partner on June 6, 2013, last revised July 10, 2013, designated Job Number 13-103834.3:
 - (A) The raised concrete is over the south boundary line of Parcel 1 onto adjoining land by up to 2.8 feet;
 - (B) One story brick building on the northwest side of Parcel 1 is into the public utility easement per Doc No. R85-91233 by 2.8 feet;
 - (C) North side of the four story brick building is into the 10' electric utility easement per Doc No. R80-08980.
 - (D) Water main running through the northeasterly portion of the land.

End of Schedule B



First American

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued By

First American Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy:
 - i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
 - d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
 - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals)
Revised 04-02-12

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Sarko Engineering Inc. for Partner dated June 6, 2013, last revised July 10, 2013, and designated Job No. 13-103834.3 , except any matters that affect Lot 1 in Office Park of Hinsdale as shown in NCS 607413-02.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 25-06 (Same as Survey)
Adopted 10/16/08

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from **N. Elm Street** (the "Street(s)"), (ii) the Street(s) is/are not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that/those portion(s) of the Street(s) abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 17-06 (Access and Entry)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. according to applicable zoning ordinances and amendments, the Land is not classified **Zone 0-3 (General Office District)** ;
 - b. the following use or uses are not allowed under that classification: **Medical Office Building**
 - c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction
 - a. prohibiting the use of the Land, with any existing structure, as insured in paragraph 1.b.; or
 - b. requiring the removal or alteration of the structure on the basis that, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
 - i. Area, width, or depth of the Land as a building site for the structure
 - ii. Floor space area of the structure
 - iii. Setback of the structure from the property lines of the Land
 - iv. Height of the structure, or
 - v. Number of parking spaces.
3. There shall be no liability under this endorsement based on
 - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
 - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of a **Commercial Structure**, known as **908 N. Elm Street, Hinsdale, IL**, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 22-06 (Location)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:

Parcel 1 (portion)

Parcel 1 (portion)

Tax Identification Numbers:

06-36-405-018

09-01-207-008

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 18.1-06 (Multiple Tax Parcel)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land to be contiguous along its common boundary lines; or
2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 19.1-06 (Contiguity-Single Parcel)
Adopted 6/17/06

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 26-06 (Subdivision)
Adopted 10/16/08

ENDORSEMENT

Attached to Policy No. NCS-607413-01-LA2

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land,

as a result of the exercise of the right of use or maintenance of the easement referred to in Exception 36B of Schedule B for the purpose for which it was granted or reserved.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 28-06 (Easement - Damage or Enforced Removal)
Adopted 10/16/08



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

8a

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

NAME OF APPLICANT(S): ARCON Associates, Inc
Nicholas Graal, Project Architect

ADDRESS OF SUBJECT PROPERTY: Hinsdale Central High School
5500 South Grant Street

TELEPHONE NUMBER(S): 630-495-1900

If Applicant is not property owner, Applicant's relationship to property owner.
District Architect

DATE OF APPLICATION: November 11, 2019



SECTION I

Please complete the following:

- Hinsdale Township
1. Owner. Name, address, and **telephone number** of owner: High School District 86
5500 South Grant Street, Hinsdale, Illinois 60521, 630-655-6100
 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 for legal description if necessary.) See Attachment 'A'

 5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Suite 202, Arlington Heights, Illinois 60005
 - b. Engineer: Eriksson Engineering Associates, LTD.
145 Commerce Drive, Suite A, Grayslake, Illinois 60030
 - c. Owner's Representative: Cotter Consulting
745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527
 - d. Construction Manager: Pepper Construction
411 Lake Zurich Road, Barrington, Illinois 60010

6. Village Personnel. 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:

Steve Cashman, Hinsdale IL, Chair of Village of Hinsdale Plan Commission,

a. 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 all certified mail receipts to the Village.

8. Survey. 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. 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 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. Successive Application. 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:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.

See Attachment 'D'

2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

See Attachment 'E'

3. Variation Sought. The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)

See Attachment 'E'

4. Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.)

See Attachment 'E'

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:

- (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) Denied Substantial Rights. 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) Code and Plan Purposes. 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) Essential Character of the Area. 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
 - (2) 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) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.
(Attach separate sheet if additional space is needed.)

See 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. Application Fee and Escrow. 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. 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 application, 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.

Name of Owner:

Tammy Prentiss, Superintendent

Signature of Owner:

Tammy Prentiss

Name of Applicant:

Nicholas Grant, Project Architect

Signature of Applicant:

[Signature]

Date:

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 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 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 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 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, 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

PIN	OWNER	PROPERTY STREET NUMBER	PROPERTY STREET DIRECTION	PROPERTY STREET NAME	PROPERTY APARTMENT	PROPERTY CITY	PROPERTY ZIPCODE
0912320020	PHILLIPS, RIC & KATHLEEN	217	W	55TH ST		HINSDALE	60521
0912320019	YUSUF, SHAHID 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	S	VINE ST		HINSDALE	60521
0913101027	SCHOOL DISTRICT NO 86			55TH ST		HINSDALE	60521
0913103006	NEMESNYIK TR; CAROL	318	W	57TH ST		HINSDALE	60521
0913103094	PITCHER, ERIC & ANN	5704		FOX GATE LN		HINSDALE	60521
0913100014	HINSDALE TWINSHIP DIST 86	303	W	57TH ST		HINSDALE	60521
0912321015	LEISTEN; KATHLEEN R TR	37		CAMBERLEY CT		HINSDALE	60521
0913103105	ALI; FERDZ & RAESA	5707		FOXGATE LN		HINSDALE	60521
0913103092	FOXGATE LTD HOMEOWNERS			57TH ST		HINSDALE	60521
0912320007	BATRA REAL ESTATE LLC	945	S	VINE ST		HINSDALE	60521
0913103096	RADAWI, DANIA	5708		FOXGATE LN		HINSDALE	60521
0912320018	KUD; JIM FA JEN & MAI P	938	S	GRANT ST		HINSDALE	60521
0912320006	HARRIS; I & S JACOBS	937	S	VINE ST		HINSDALE	60521
0913100015	SCHOOL DISTRICT NO 86			55TH ST		HINSDALE	60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST		HINSDALE	60521
0913104030	HAMPTONS OF HINS MST ASSO			WASHINGTON ST		HINSDALE	60521
0913100016	VILLAGE OF HINSDALE			57TH ST		HINSDALE	60521
0913100013	BOARD OF EDUCATION 86	307	W	57TH ST		HINSDALE	60521
0912320005	CARROLL; RICHARD & ALICIA	931	S	VINE ST		HINSDALE	60521
0912321005	BURNS; CURT & JENNIFER	933	S	GRANT ST		HINSDALE	60521
0913103047	PAPPU; SUNDER & J RAJU	316	W	57TH ST		HINSDALE	60521
0912321032	RISMANTAB-SANY; JALIL & M	945	S	GRANT ST		HINSDALE	60521
0912319012	GRAY; HYLTON & AISLING	932	S	VINE ST		HINSDALE	60521
0913103108	STRAUCH; DAVID & KATHARINE	5701		FOXGATE LN		HINSDALE	60521
0913100011	HINSDALE TWP H S DIST 86	315	W	57TH ST		HINSDALE	60521
0913104015	CHICAGO TITLE HTH2242	5701	S	GRANT ST		HINSDALE	60521
0913100017	SCHOOL DISTRICT NO 86			55TH ST		HINSDALE	60521
0913103106	CHESS; KENNETH & GEORGIA	5705		FOXGATE LN		HINSDALE	60521
0913103095	ATG TRUST CO TR 1013-029	5706		FOXGATE LN		HINSDALE	60521
0912319007	STERK; LEO & JACQUELINE	943		ALLMEN AVE		HINSDALE	60521
0913100012	HINSDALE TWSHP H S 86	311	W	57TH ST		HINSDALE	60521
0913103107	GUERIN; RICHARD & EILEEN	5703		FOXGATE LN		HINSDALE	60521
0913103048	BOSTROS; SAM L	310	W	57TH ST		HINSDALE	60521
0913103134	MAINS; W & B KUSH TR			GRANT ST		HINSDALE	60521
0913104002	LOWENTHAL; JODY ANN	30	W	57TH ST		HINSDALE	60521
0912320017	CAO; SHUMIN	932	S	GRANT ST		HINSDALE	60521
0913100006	VILLAGE OF HINSDALE			MADISON ST		HINSDALE	60521
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	60521
0912319006	DUSKY; MAURICE & MARIA TR	937		ALLMEN AVE		HINSDALE	60521
0913103101	CHICAGO TRUST CO BEV-4067	5717		FOXGATE LN		HINSDALE	60521
0913103104	KLOUBEC; DEBORAH	5709		FOXGATE LN		HINSDALE	60521
0913103099	KALBER; BETTY R	5714		FOXGATE LN		HINSDALE	60521
0913103100	HARRIS BANK L149D	5716		FOXGATE LN		HINSDALE	60521
0913103103	ORZA; FLORIN & DANIELA	5711		FOXGATE LN		HINSDALE	60521
0913103102	NARDULLI; ANTHONY & M	5715		FOXGATE LN		HINSDALE	60521
0913103098	GRIFFITHS; JEAN W	5712		FOXGATE LN		HINSDALE	60521
0913103097	PEARTE; ABIGAIL TRUST	5710		FOXGATE LN		HINSDALE	60521
0913100009	MARTIN; GERALD & LESLIE	323	W	57TH ST		HINSDALE	60521
0914208005	MURPHY TR; MATTHEW M & A	5619	S	THURLOW ST		HINSDALE	60521
0912319005	LARSON; SCOTT & SYLVIA	931		ALLMEN AVE		HINSDALE	60521
0913100010	FU; NING X & S YEH	318	W	57TH ST		HINSDALE	60521
0912318006	JENSEN; RUSSELL A	937	S	MADISON ST		HINSDALE	60521
0914310431	CHICAGO TITLE 8002377234	941	S	THURLOW ST		HINSDALE	60521
0913100008	SCHOOL DISTRICT 86	327	W	57TH ST		HINSDALE	60521
0913100007	TURNER; D J 1-12722	5641	S	MADISON ST		HINSDALE	60521
0914205020	CULLINAN; REBECCA S	507	W	56TH ST		HINSDALE	60521
0914208009	CULLIGNON; DAVID E	5651	S	THURLOW ST		HINSDALE	60521
091431042	ADS; HUSSEIN	937	S	THURLOW ST		HINSDALE	60521
0914208024	LILLOJA; MICHAEL D	5644	S	MADISON		HINSDALE	60521
0912318016	BATTAGLIA; STEPHANIE TR	941	S	MADISON ST		HINSDALE	60521
0914208002	CHICAGO TITLE #8002365547	508	W	56TH 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	5550	S	MADISON ST		HINSDALE	60521
0914208022	DANG; YUHONG & YAN GUO	5628	S	MADISON ST		HINSDALE	60521
0914208010	DEMIRJIAN; D & C GUIDOT	5659	S	THURLOW ST		HINSDALE	60521
0914208025	YANG; DONALD & FEN HE TR	5652	S	MADISON ST		HINSDALE	60521
0914208023	MC CURRY; MICHAEL & AMY	5636	S	MADISON ST		HINSDALE	60521
0914208008	STEVENSON; IAN & JULIA	5643	S	THURLOW ST		HINSDALE	60521
0912318005	KRASKA TR; RONALD & J	929	S	MADISON ST		HINSDALE	60521
0914208021	FILIPOPOULOS; BILL & MARIA	5620	S	MADISON ST		HINSDALE	60521
0913103004	BIELECKI; T & M KOZAK TR	326	W	57TH ST		HINSDALE	60521
0913103001	KOLLOSS; MELINDA S TR	330	W	57TH ST		HINSDALE	60521
0914208027	PECKEN; MICHAEL & PATRICIA	5668	S	MADISON ST		HINSDALE	60521
091431040	SCHULER; DAVID R	954	S	MADISON ST		HINSDALE	60521
0914208007	HOFFMAN; JEFF & C WAGNER	5635		THURLOW ST		HINSDALE	60521
0913103005	LEE FAMILY TR	322	W	57TH ST		HINSDALE	60521
0912318014	MOHNS; BENJAMIN & ANN	946	S	ALLMEN AVE		HINSDALE	60521
0914208003	WALSH; JOHN V	5604	S	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 TR5581			MADISON ST		HINSDALE	60521
091431039	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.

Maximum Height: 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.



First American

Commitment

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 EXTRACTIONAL 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. Glinore
President

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 A; 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 by law.
- (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.

4. 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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First American

Schedule A

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 Education 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

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

First American Title Insurance Company

By: 
Authorized Countersignature

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First American

Schedule BI & BII

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.
4. 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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First American

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.

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

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

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.

12. General taxes and assessments for the year 2019, and subsequent years which are not yet due and 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 High School District 86, DuPage and Cook Counties, IL, as to Parcel XII; Board of Education 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. 094-3 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

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First American

Exhibit A

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 air 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 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 air 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 air 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.

Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic 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 air 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.

Tennis Court Fencing, Track fencing, baseball field backstop and fencing, miscellaneous athletic 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

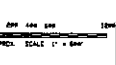
Baseball field-Allow vinyl coated chain-link backstop and baseline fencing, high to match to existing.

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

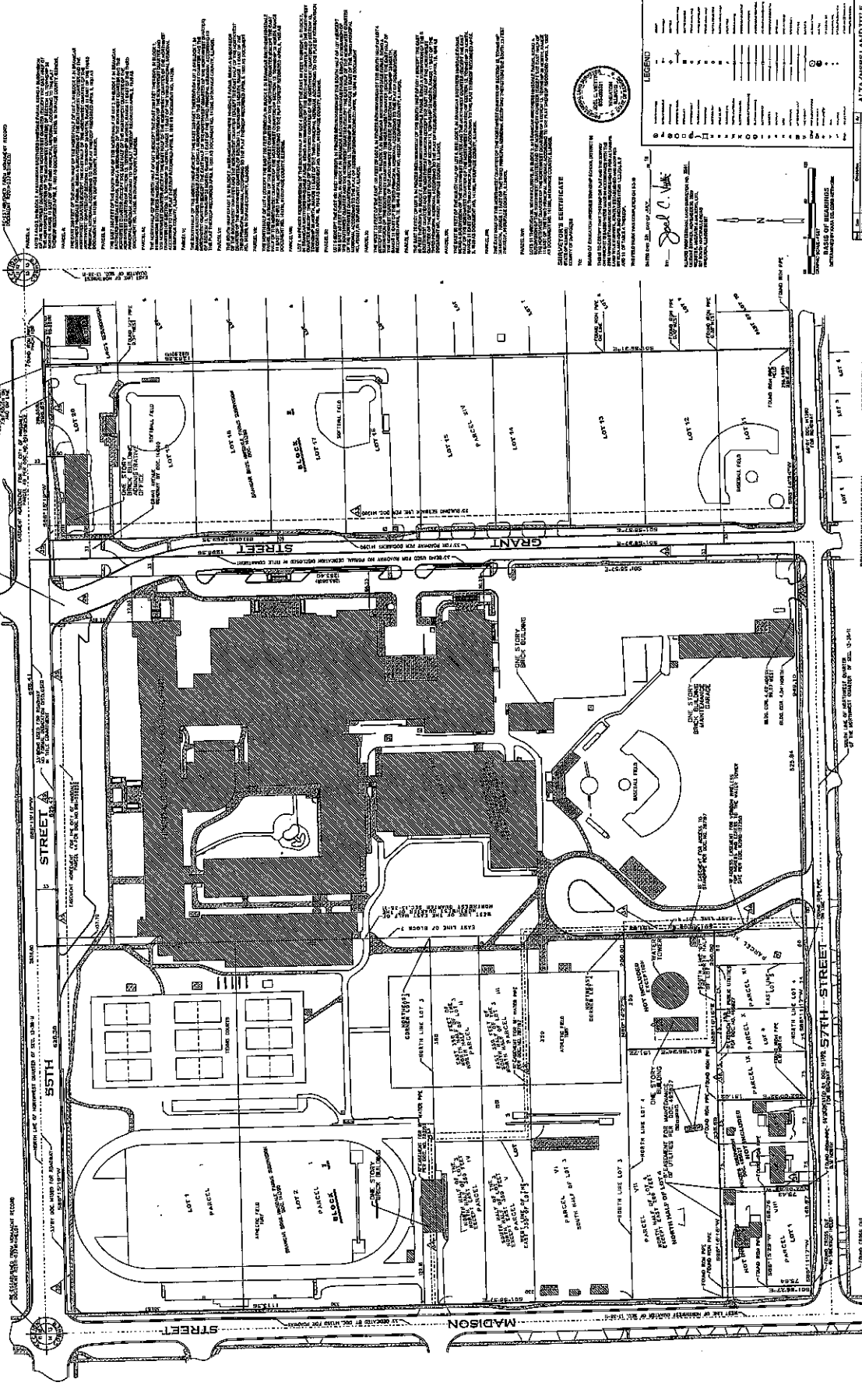
Soccer Field accessory structures:

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.



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



LEGEND

--- LOT LINE

--- EASEMENT

--- DRAINAGE

--- UTILITY

--- FENCE

--- ROAD

--- RAILROAD

--- WATER

--- WOOD

--- ROCK

--- SAND

--- GRAVEL

--- SOIL

--- PLANT

--- ANIMAL

--- HUMAN

--- ARTIFACT

--- REMAIN

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

PROJECT NO. 123456789

DATE: 12/31/2023

BY: J. C. Smith

FOR: ABC COMPANY

LOCATION: 12345 MAIN STREET, SHELBYVILLE, KY 40081

SCALE: 1" = 100'

NEED BEARING MEASUREMENTS FOR:

--- LOT LINE

--- EASEMENT

--- DRAINAGE

--- UTILITY

--- FENCE

--- ROAD

--- RAILROAD

--- WATER

--- WOOD

--- ROCK

--- SAND

--- GRAVEL

--- SOIL

--- PLANT

--- ANIMAL

--- HUMAN

--- ARTIFACT

--- REMAIN

REMARKS

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ALTA/NSPS SURVEYING STANDARDS.

2. THE LOT LINES AND EASEMENTS SHOWN ON THIS MAP ARE BASED ON THE FOLLOWING DATA:

--- LOT LINE

--- EASEMENT

--- DRAINAGE

--- UTILITY

--- FENCE

--- ROAD

--- RAILROAD

--- WATER

--- WOOD

--- ROCK

--- SAND

--- GRAVEL

--- SOIL

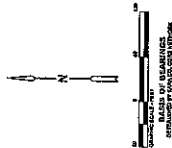
--- PLANT

--- ANIMAL

--- HUMAN

--- ARTIFACT

--- REMAIN



ABBREVIATIONS

100% = HIGH-QUALITY POLYETHYLENE
PVC = POLYVINYL CHLORIDE
PVC-C = POLYVINYL CHLORIDE CEMENT
CSP = CEMENT-SET POLYMER
VCP = VINYLIDENE CHLORIDE
E = INTERIOR
E+ = TOP OF CURB

LINE LEGEND

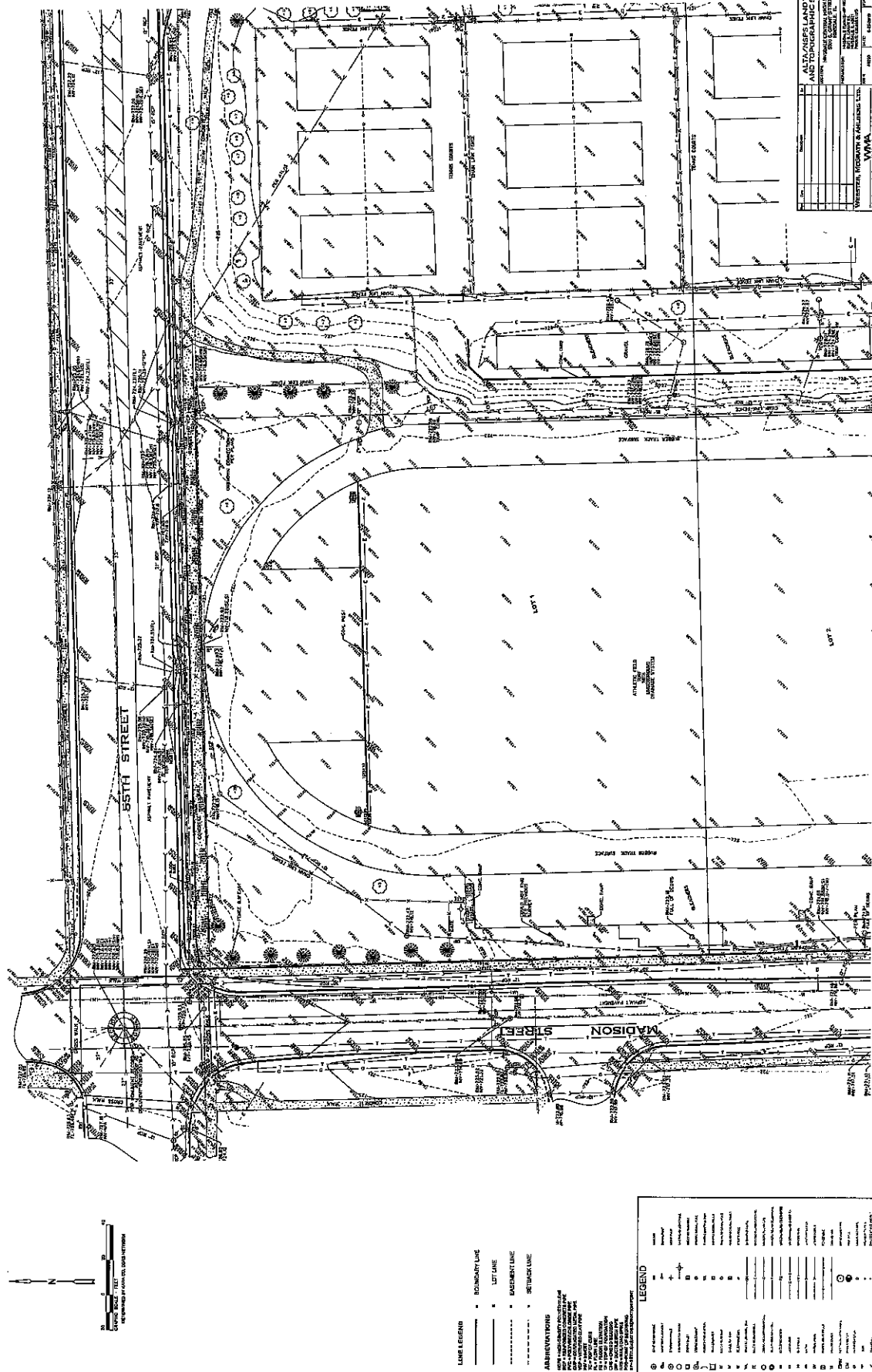
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———— = LINE
———— = BASECOURSE/LINE
———— = BASECOURSE/LINE

LEGEND

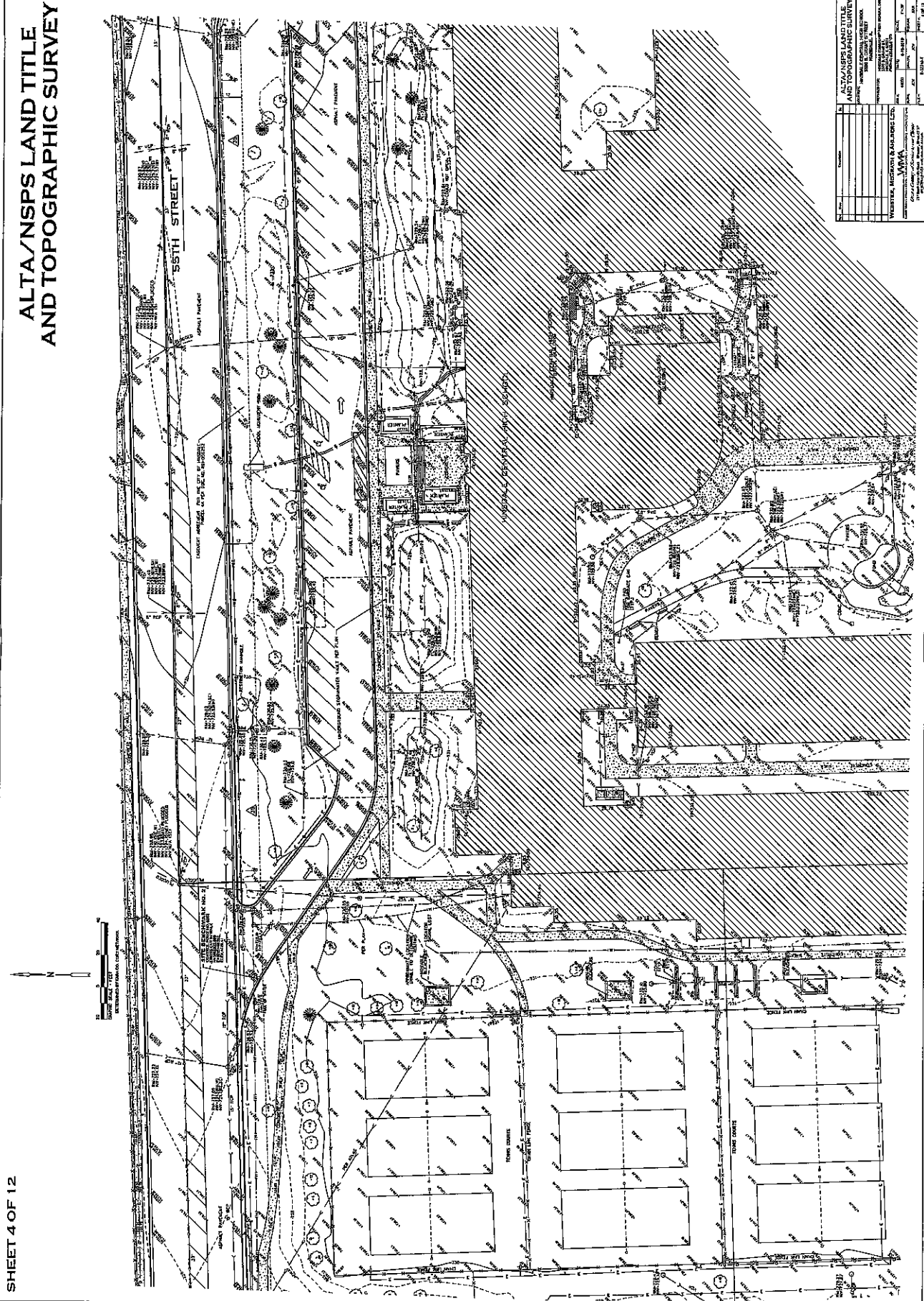
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③	General	④	General
⑤	General	⑥	General
⑦	General	⑧	General
⑨	General	⑩	General
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⑬	General	⑭	General
⑮	General	⑯	General
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⑲	General	⑳	General
㉑	General	㉒	General
㉓	General	㉔	General
㉕	General	㉖	General
㉗	General	㉘	General
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[illegible]

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

[illegible]

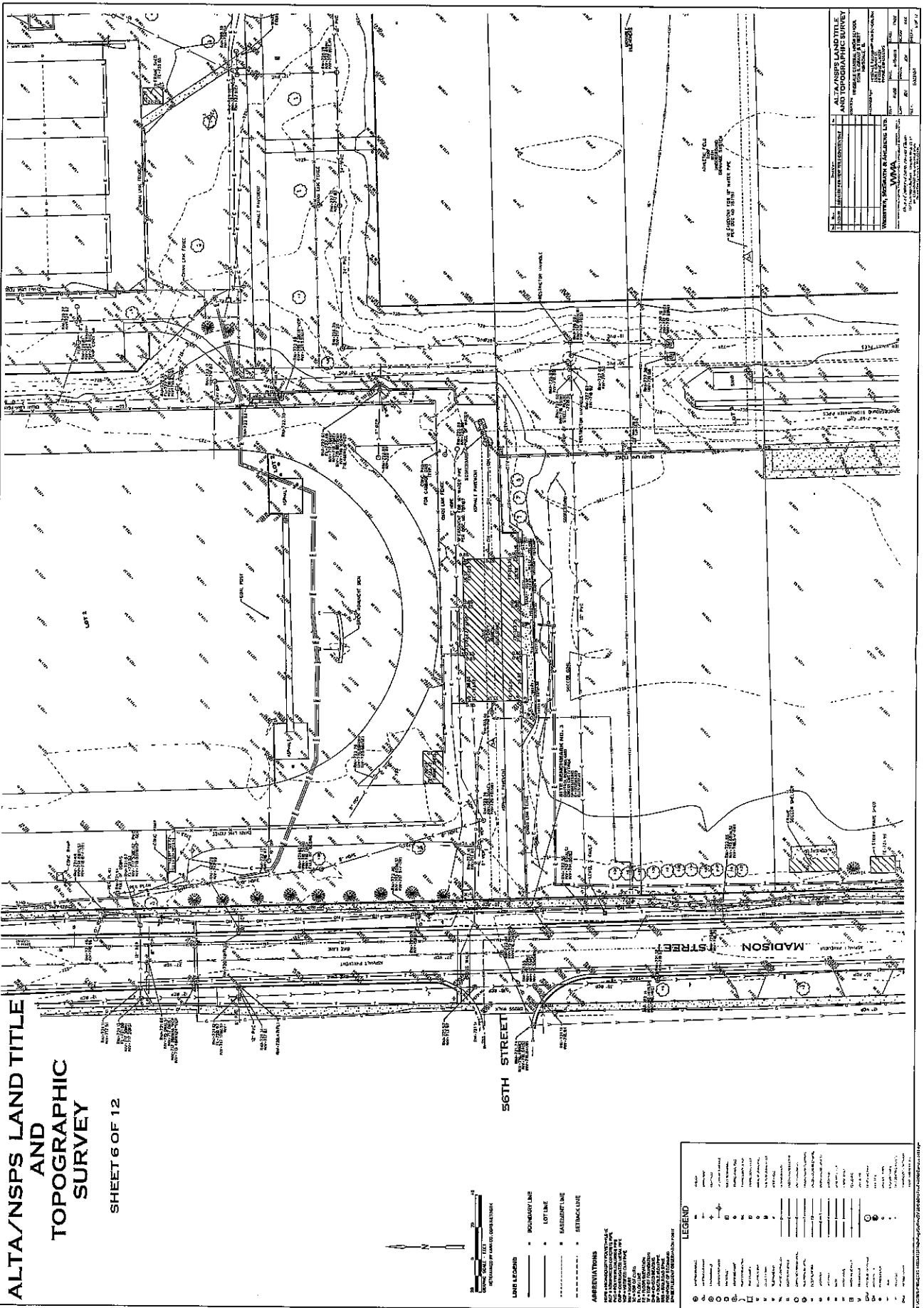
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY	
DATE	1998-01-15
BY	ALTA/NSPS LAND TITLE
FOR	ALTA/NSPS LAND TITLE
PROJECT	ALTA/NSPS LAND TITLE
LOCATION	ALTA/NSPS LAND TITLE
SCALE	ALTA/NSPS LAND TITLE
PROJECT NO.	ALTA/NSPS LAND TITLE
DATE	1998-01-15
BY	ALTA/NSPS LAND TITLE
FOR	ALTA/NSPS LAND TITLE
PROJECT	ALTA/NSPS LAND TITLE
LOCATION	ALTA/NSPS LAND TITLE
SCALE	ALTA/NSPS LAND TITLE
PROJECT NO.	ALTA/NSPS LAND TITLE

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 6 OF 12



NO.	DESCRIPTION	DATE	BY	FOR
1	PRELIMINARY SURVEY	10/1/11	J. J. J.	ALTA/NSPS
2	FINAL SURVEY	10/1/11	J. J. J.	ALTA/NSPS
3	REVISION	10/1/11	J. J. J.	ALTA/NSPS
4	REVISION	10/1/11	J. J. J.	ALTA/NSPS
5	REVISION	10/1/11	J. J. J.	ALTA/NSPS
6	REVISION	10/1/11	J. J. J.	ALTA/NSPS
7	REVISION	10/1/11	J. J. J.	ALTA/NSPS
8	REVISION	10/1/11	J. J. J.	ALTA/NSPS
9	REVISION	10/1/11	J. J. J.	ALTA/NSPS
10	REVISION	10/1/11	J. J. J.	ALTA/NSPS

ALTA/NSPS LAND TITLE
AND
TOPOGRAPHIC
SURVEY

10/1/11

J. J. J.

ALTA/NSPS

10/1/11

J. J. J.

ALTA/NSPS

10/1/11

J. J. J.

ALTA/NSPS

10/1/11

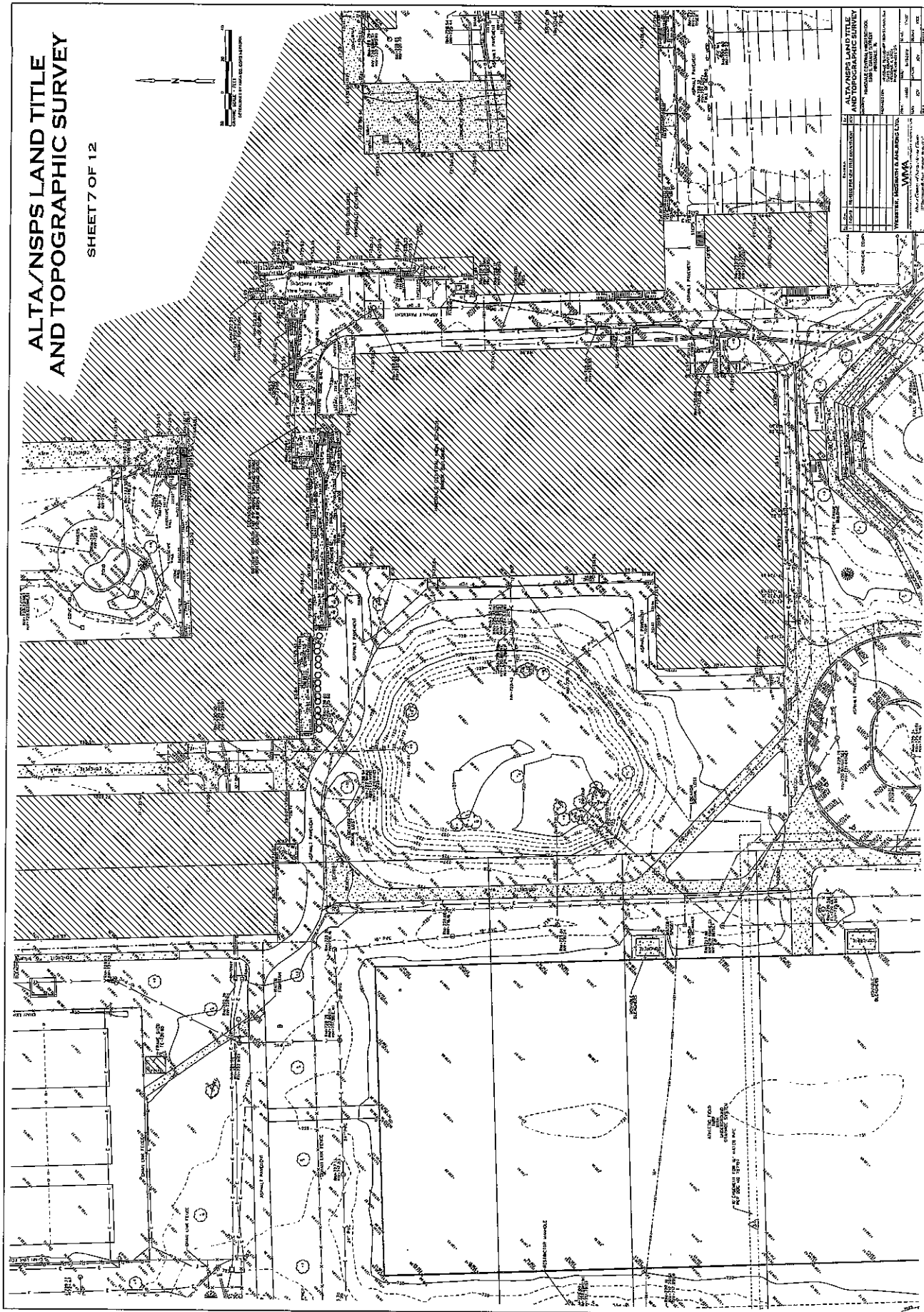
J. J. J.

ALTA/NSPS

10/1/11

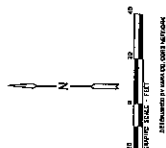
J. J. J.

SHEET 7 OF 12



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 8 OF 12

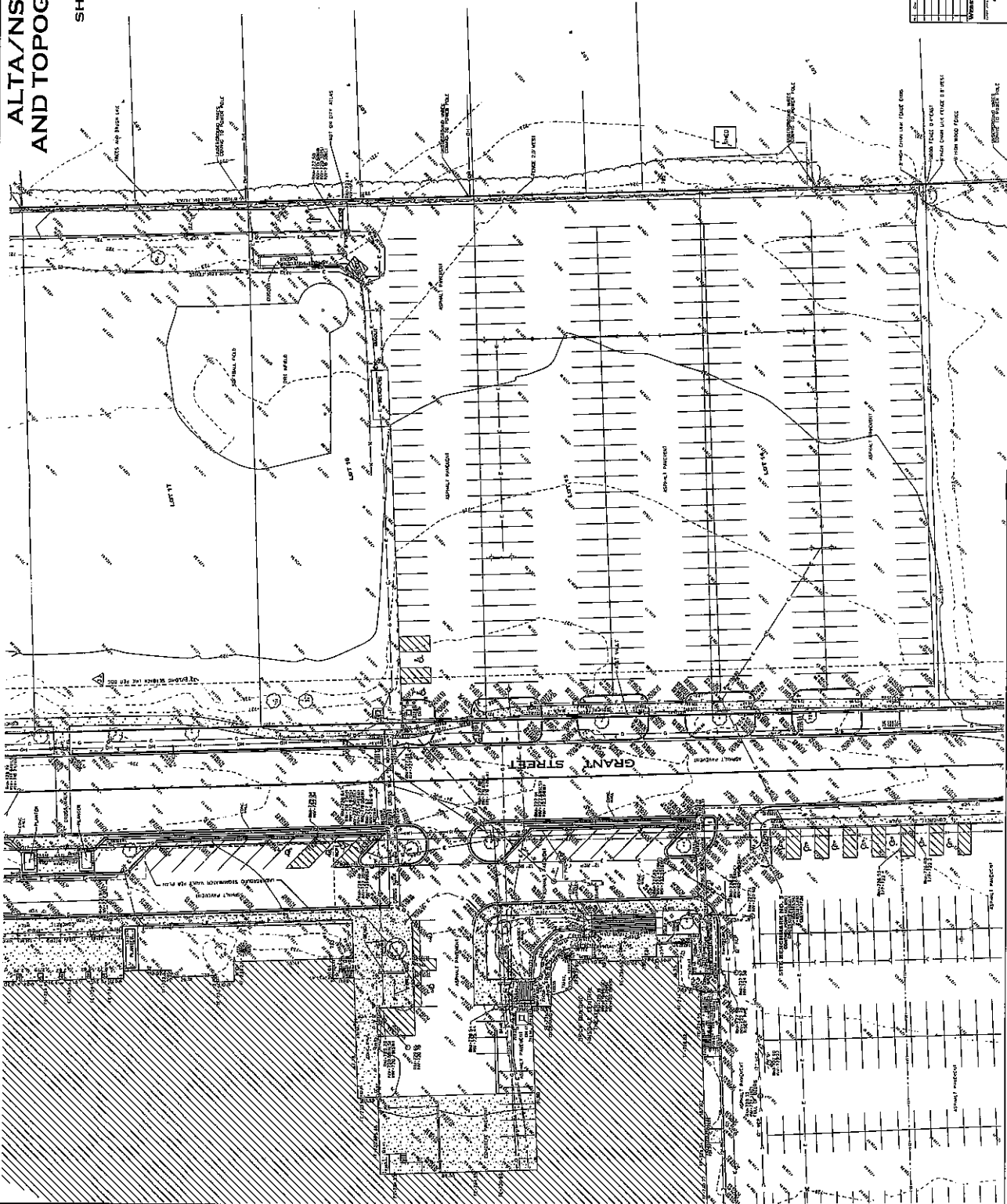


LEGEND

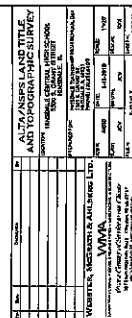
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PROPERTY OWNERS

NO.	NAME	ADDRESS	CITY	STATE	ZIP
1	ALTA/NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
2	NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
3	ALTA/NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
4	NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
5	ALTA/NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
6	NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
7	ALTA/NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
8	NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101
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10	NSPS LAND TITLE	1000 10TH AVENUE	SEATTLE	WA	98101



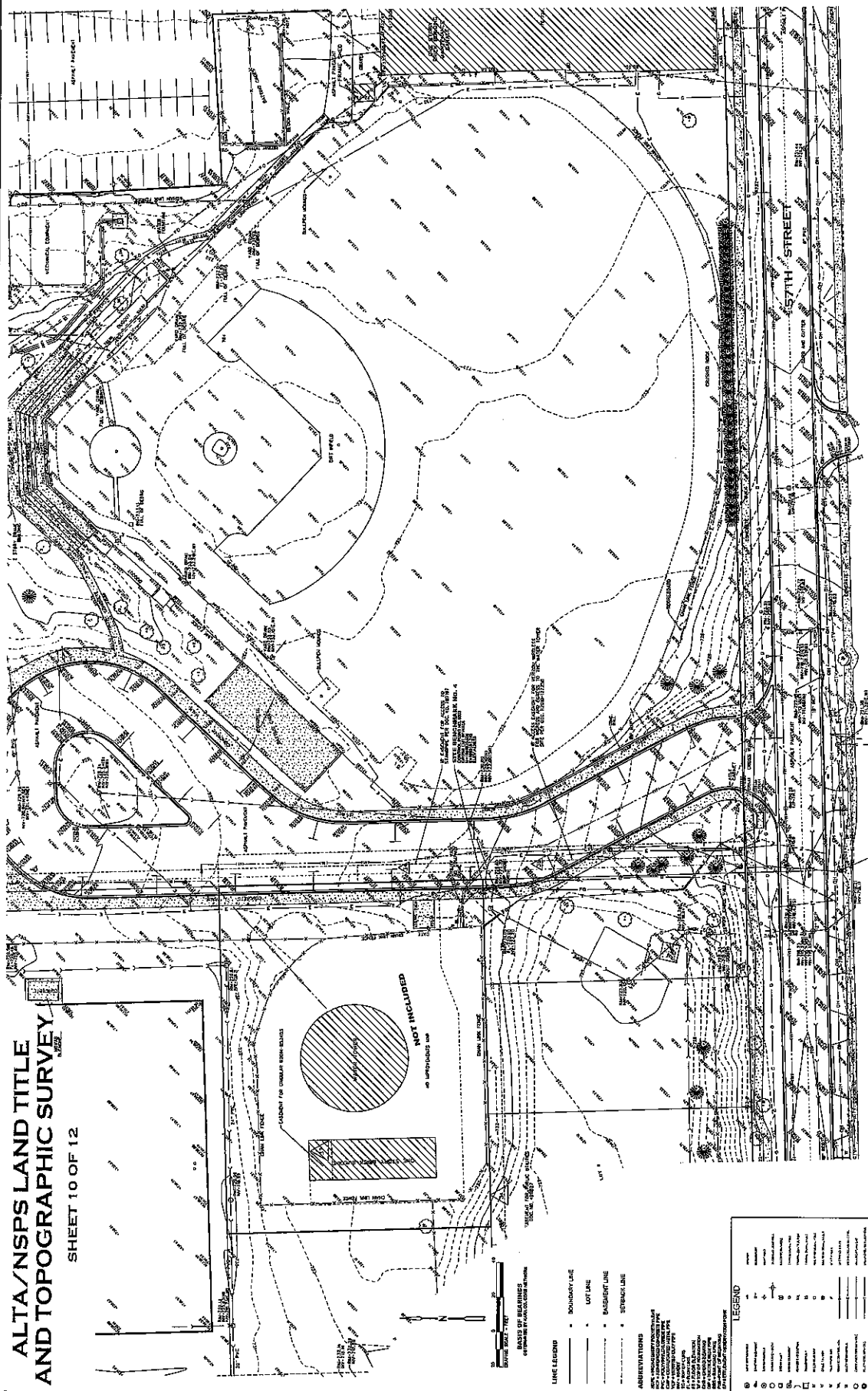
SHEET 9 OF 12



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ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 10 OF 12



LINE LEGEND

- BOUNDARY LINE
- LOT LINE
- BASEMENT LINE
- STREET LINE

ABBREVIATIONS

NSPS - NATIONAL SURVEYING PROFESSIONAL SOCIETY
ALTA - ALBERTA LAND TITLE ASSOCIATION
NSPS - NATIONAL SURVEYING PROFESSIONAL SOCIETY
ALTA - ALBERTA LAND TITLE ASSOCIATION

LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY	
DATE	1997
BY	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
FOR	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT NO.	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT NAME	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT LOCATION	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT SCALE	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT STATUS	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT OWNER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT ENGINEER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT SURVEYOR	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT DRAFTER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT CHECKER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT APPROVER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT REVIEWER	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT SIGNATURE	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
PROJECT STAMP	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 12 OF 12

SMALL AIRWAYS IN EQUINE LUNGS

[illegible]

UTILITY INFORMATION

[illegible][illegible]

FLOOD ZONE CLASSIFICATION

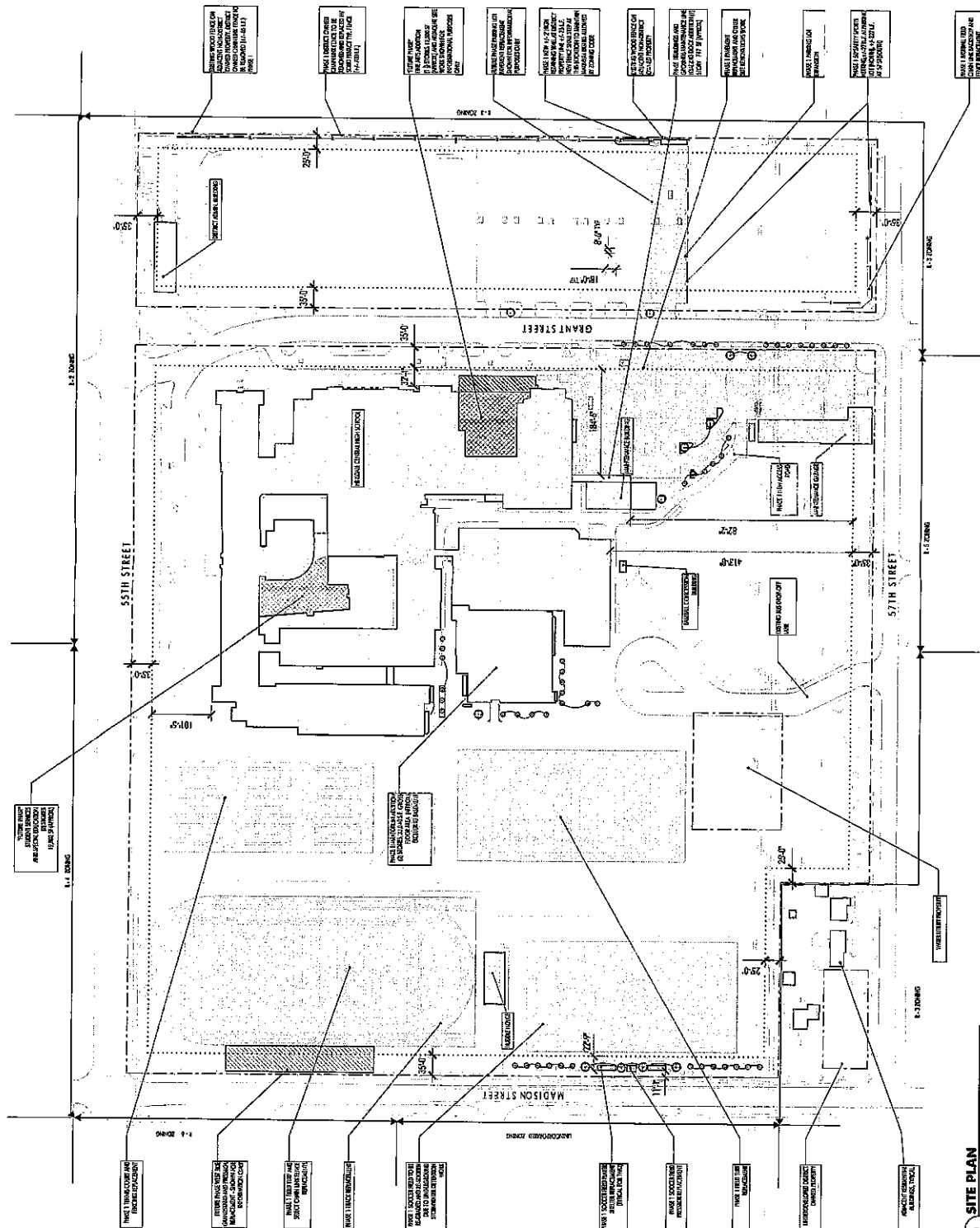
ADVERTISED ON PAGES 17-18 OF THE 1998-1999 FISCAL YEAR BUDGET, ALLEGES THAT THE BUDGET COMMISSION HAS A CONFLICT OF INTEREST AND THAT THE BUDGET COMMISSION IS NOT AN INDEPENDENT BODY. THE BUDGET COMMISSION IS A BODY OF THE LEGISLATURE AND IS NOT AN INDEPENDENT BODY. THE BUDGET COMMISSION IS A BODY OF THE LEGISLATURE AND IS NOT AN INDEPENDENT BODY.

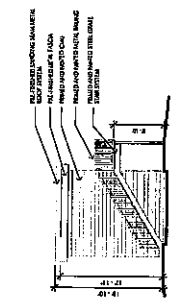
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CREDIT UNIT

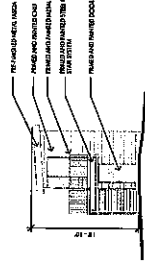
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[illegible]





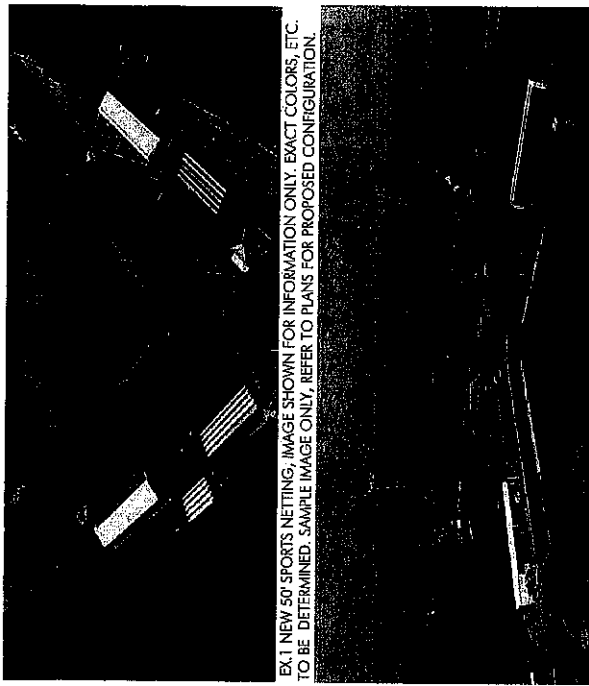
5 **SOCCER PRESS BOX-WEST**



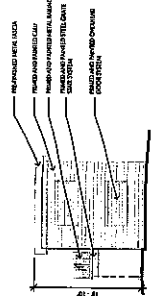
4 **198 - 199** **SOCCER PRESS BOX-SOUTH**



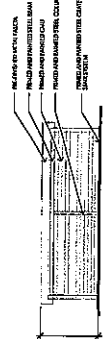
9 **SOCCER SHELTER-WEST**



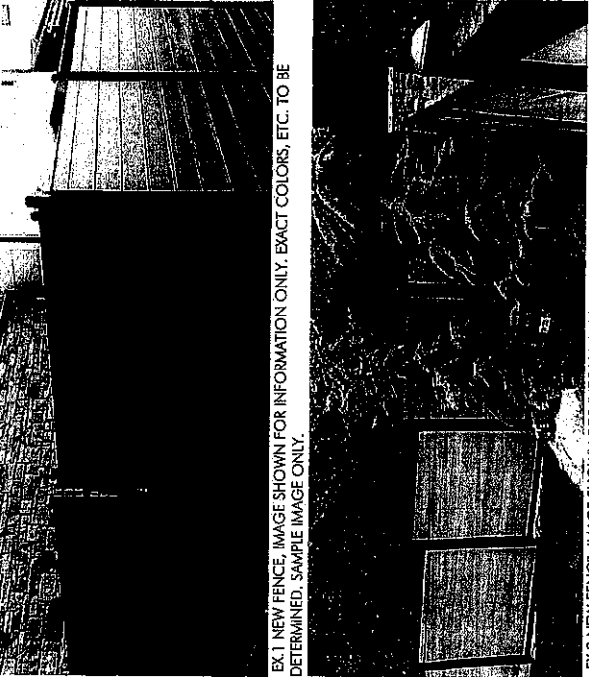
SOCCER SHELTERS



SOCCER PRESS BOX-EAST


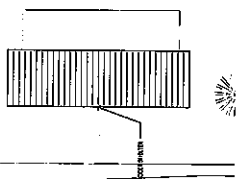
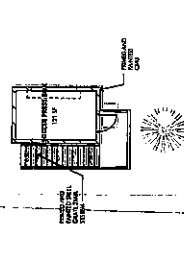


SOCCER SHELTER-EAST



Hinsdale Township High School District 84

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



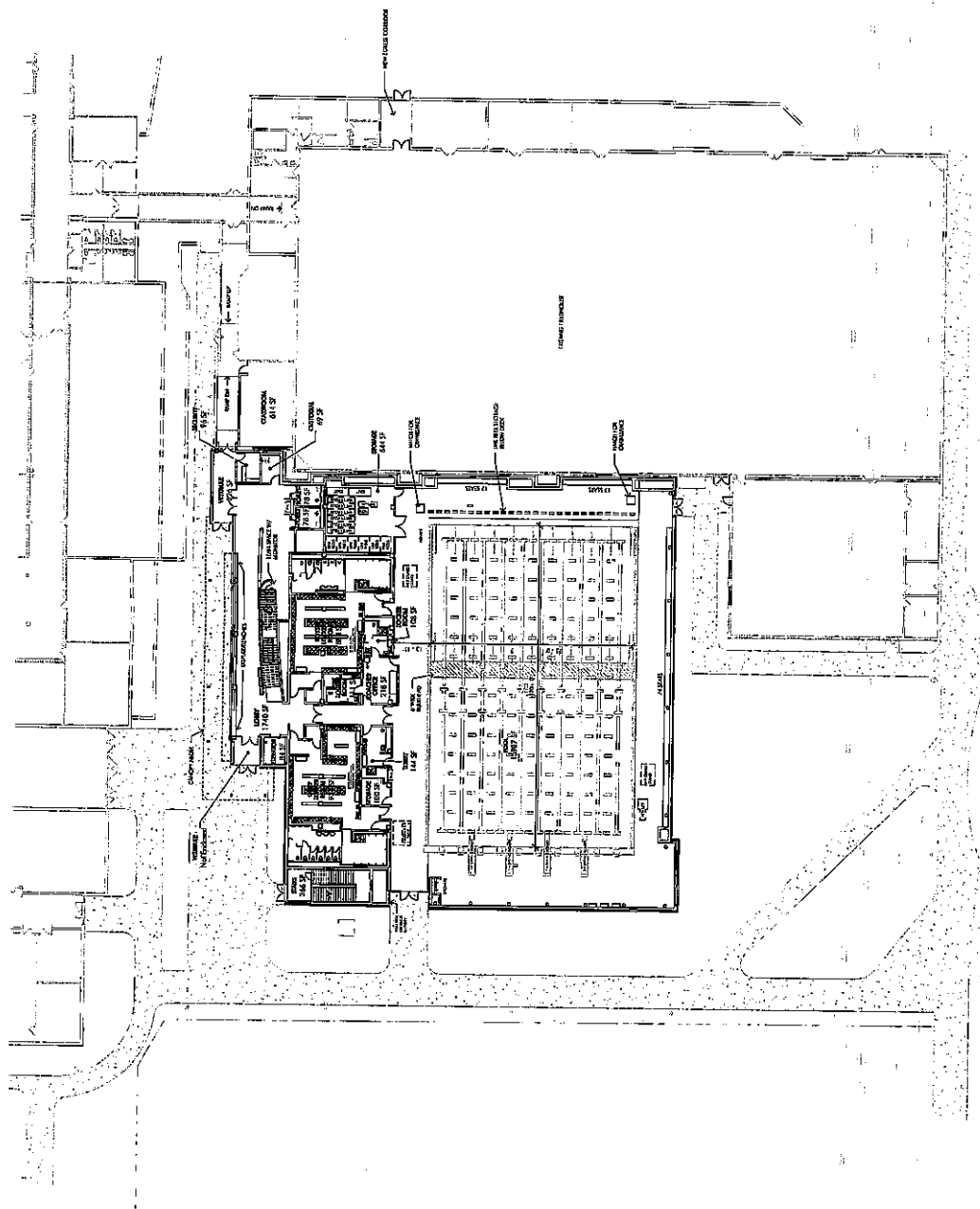
SOCCER SHELTER PLAN



BR-2-POOL-FIRST FLOOR

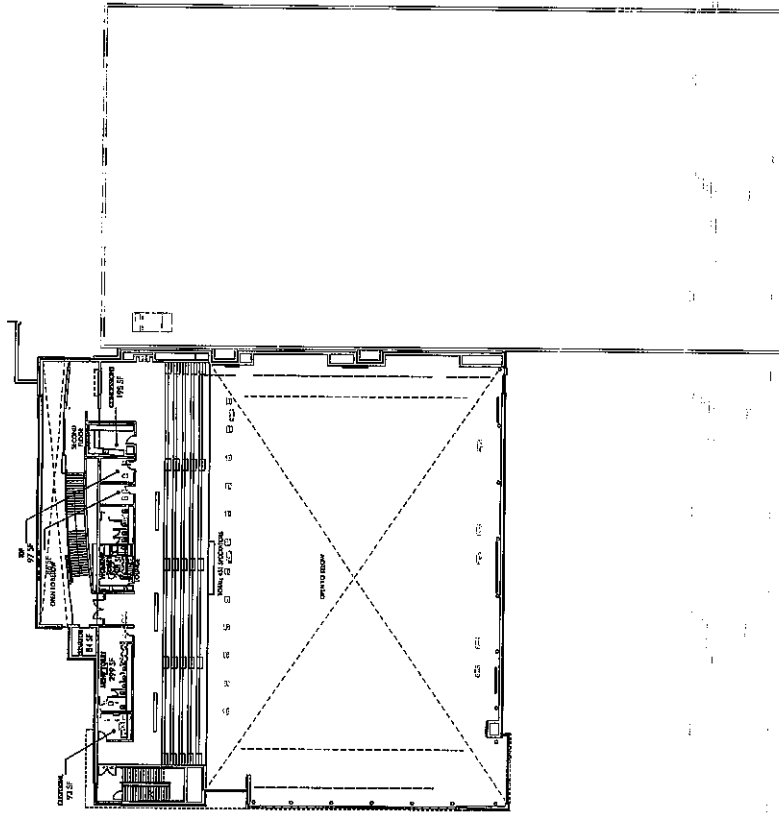
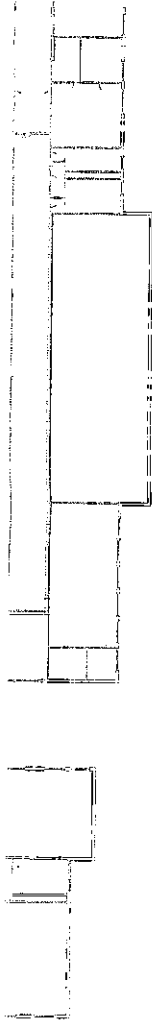
PROJECT NO. 19048

November 11, 2019



POOL-FIRST FLOOR
1/16" = 1'-0"






1 POOL-SECOND FLOOR
 1/8" = 1'-0"



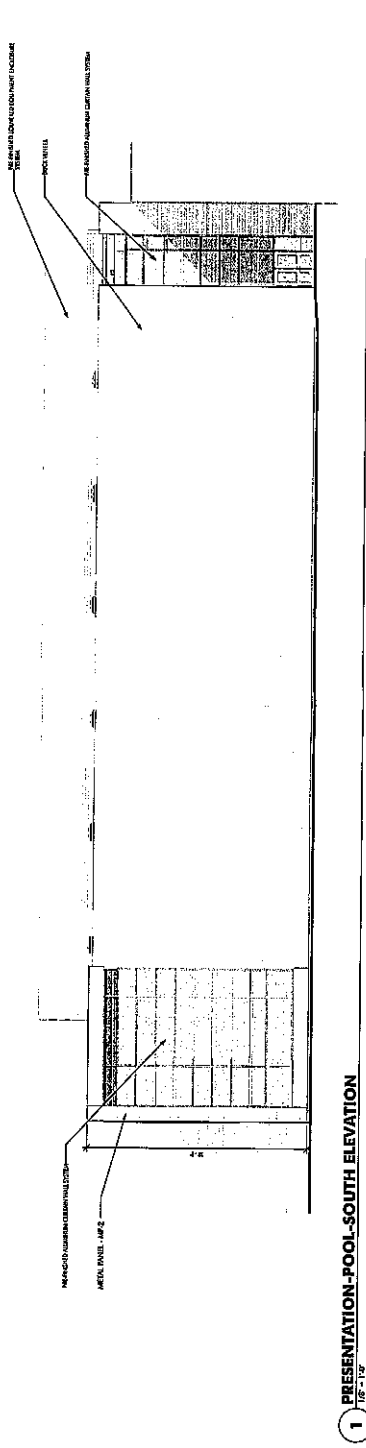
Hinsdale Township High School District 8015 - PART 1 OF 2
 BP-2 POOL-SECOND FLOOR



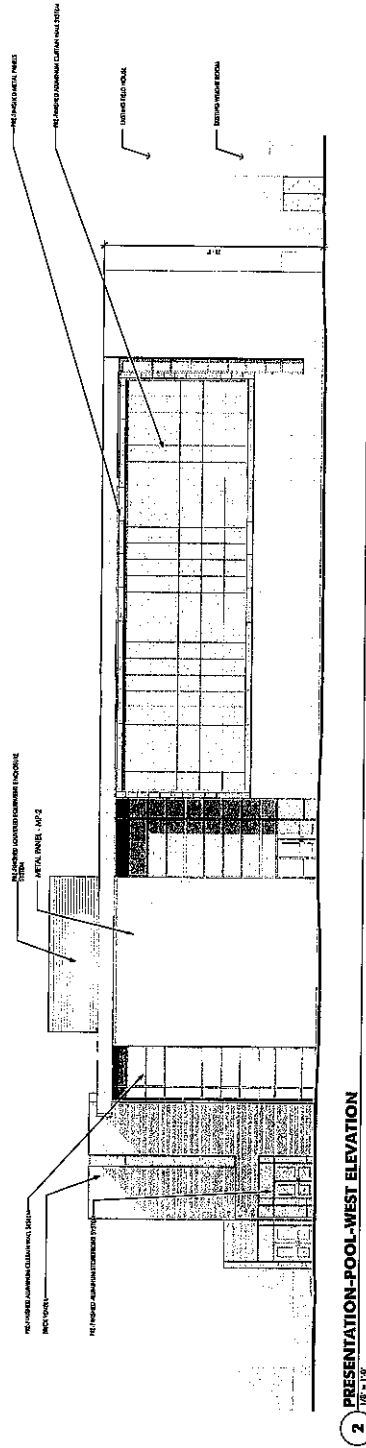
ADDITIONS & RENOVATIONS AT HINSDALE CENTRAL HIGH SCHOOL
 PROJECT NO. 19048
 November 11, 2019

NOTE:

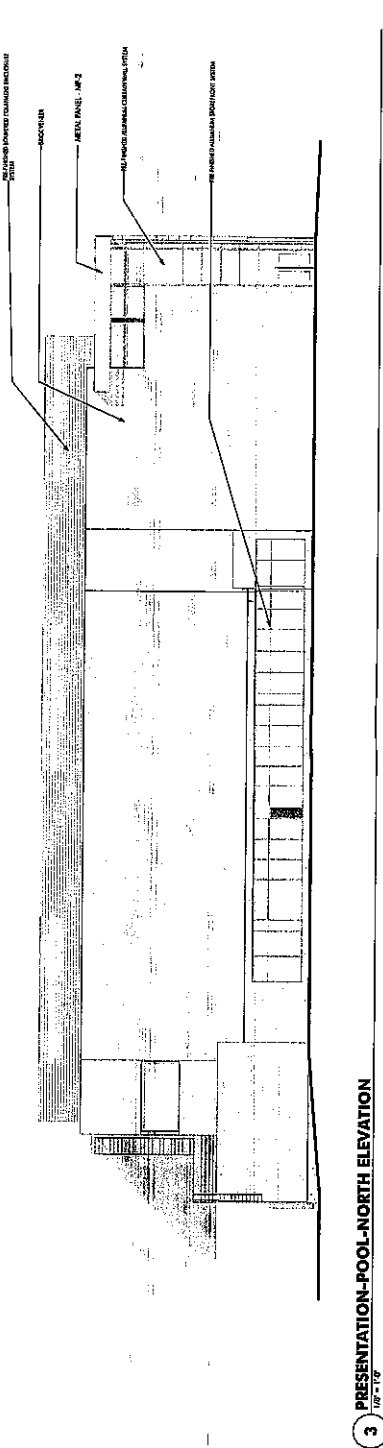
WALL MOUNTED
BUILDING SIGNAGE
TO BE DETERMINED
BUT WILL FOLLOW
REQUIREMENTS OF
CODE SEC. 9-106.



1 PRESENTATION-POOL-SOUTH ELEVATION
1/8" = 1'-0"



2 PRESENTATION-POOL-WEST ELEVATION
1/8" = 1'-0"



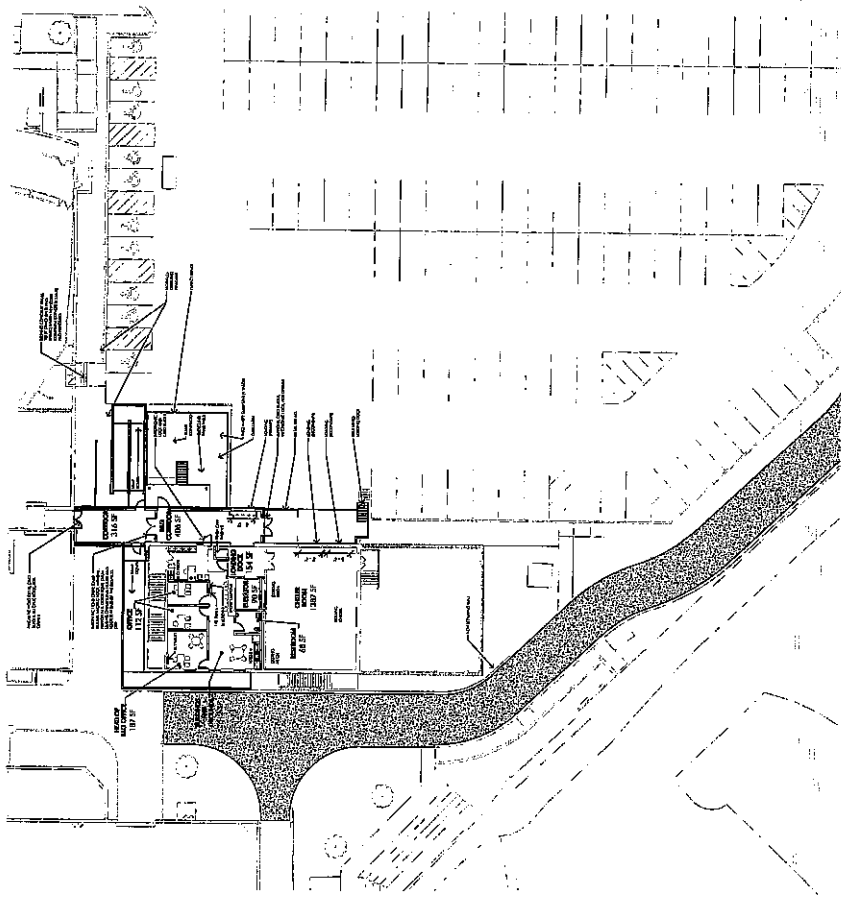
3 PRESENTATION-POOL-NORTH ELEVATION
1/8" = 1'-0"



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

November 11, 2019





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 FIRST FLOOR PLAN - BUILDINGS & GROUNDS - ZONING
 1/8" = 1'-0"

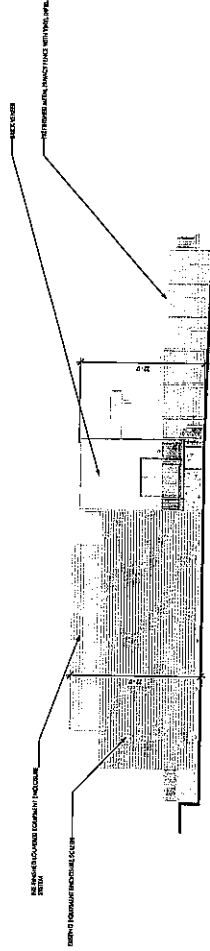
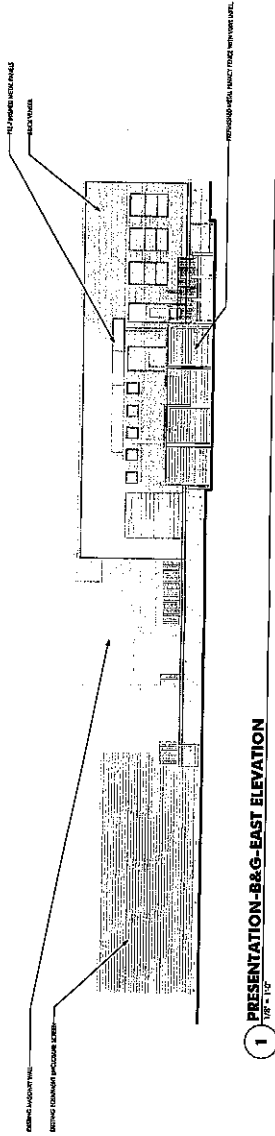


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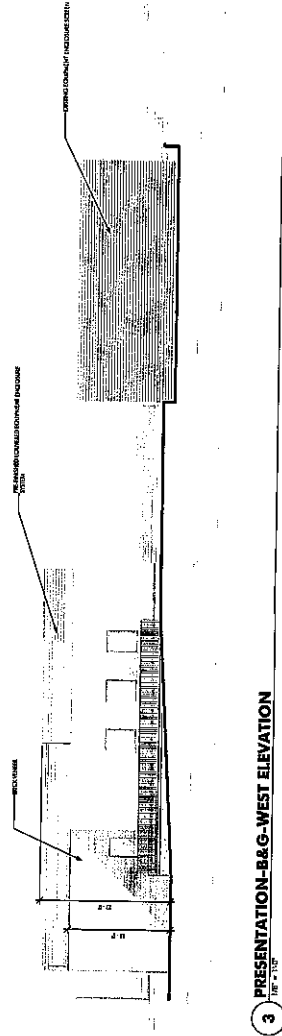
November 11, 2019



BP-2 - BUILDING & GROUNDS



2 PRESENTATION-B&G-SOUTH ELEVATION
1/8" = 1'-0"



3 PRESENTATION-B&G-WEST ELEVATION
1/8" = 1'-0"

Flinsdale Township High School District 86 - BP2 - BUILDINGS AND GROUNDS EXTERIOR ELEVATIONS

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