

MEETING AGENDA

Due to the ongoing public health emergency, and based on the authority provided by Executive Order 2020-07, issued by Governor Pritzker on March 16, 2020, as most recently extended by Executive Order 2020-33, dated April 30, 2020, and Executive Order 2020-32, issued by Governor Pritzker on April 30, 2020, limiting public gatherings and suspending the Open Meetings Act physical presence requirement, this meeting will be conducted electronically. The meeting will still be broadcast live on Channel 6 and the Village website.

Public comments are welcome on any topic related to the business of the Zoning Board of Appeals when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at cbruton@villageofhinsdale.org. Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, public comment may also be made by following the Zoom instructions below:

Join Zoom Meeting:

https://tinyurl.com/y2s2kd6h

Meeting ID: 845 8178 1891

Passcode: 525020

Dial in: +1 312 626 6799 Meeting ID: 845 8178 1891

Passcode: 525020

ZONING BOARD OF APPEALS WEDNESDAY, December 16, 2020 6:30 P.M.

This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website

(Tentative and Subject to Change)

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
 - a) Meeting of November 18, 2020
- 4. APPROVAL OF FINAL DECISIONS
 - a) V-05-20, 448 East Fourth Street
- 5. RECEIPT OF APPEARANCES None
- 6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE



MEETING AGENDA

- 7. PRE-HEARING AND AGENDA SETTING
 - a) V-06-20, 5500 South Grant Street (Hinsdale Central High School)
- 8. PUBLIC HEARING None
- 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

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VILLAGE OF HINSDALE **ZONING BOARD OF APPEALS** MINUTES OF THE MEETING November 18, 2020

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1. ROLL CALL

6 7 Present by telephone: Members Gary Moberly, Joseph Alesia, Keith Giltner, Tom Murphy, Leslie Lee, John Podliska, and Chairman Bob Neiman

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Absent: None

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

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2. CALL TO ORDER

16 17 18 The regularly scheduled meeting of the Hinsdale Zoning Board of Appeals (conducted electronically via Zoom) was called to order by Chairman Bob Neiman on Wednesday. November 18, 2020 at 6:38 p.m., roll call was taken.

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Chairman Neiman Opening Remarks:

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"On September 18, 2020, Governor Pritzker entered the latest in a string of emergency declarations related to the COVID-19 pandemic. In light of that declaration, and consistent with various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, it is not practical or prudent to conduct an in-person meeting. This Open Regular Meeting of the Zoning Board of Appeals of the Village of Hinsdale is therefore being conducted remotely. Public Act 101-640 allows public bodies to meet remotely during public health disasters, so long as the public is able to monitor the meeting, and certain other conditions are met. Public comment is permitted during the Receipt of Requests, Motions, Pleadings, or Requests to Make Public Comment of General Nature portion of the meeting, and during any public hearing. When we get to those portions of the meeting, I will ask persons wishing to make public comment to identify themselves.

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3. APPROVAL OF MINUTES

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a) Meeting of October 21, 2020

39 40 There being no changes or corrections to the draft minutes, Member Giltner moved to approve the draft minutes of October 21, 2020, as presented. Member Podliska seconded the motion.

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

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NAYS: None **ABSTAIN:** None **ABSENT: None**

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Motion carried.

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4. APPROVAL OF FINAL DECISIONS- None

5. RECEIPT OF APPEARANCES

 The Court Reporter administered the oath to those persons intending to testify during the public hearing.

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

7. PRE-HEARING AND AGENDA SETTING - None

8. PUBLIC HEARING

a) V-03-20, 329 East Sixth Street

 Chairman Neiman introduced the matter, stating the applicant requests another continuance. The Board will agree to continue once more to next month, but this matter will be heard in January 2021. No further continuances will be considered absent good cause shown.

b) V-05-20, 448 East Fourth Street

Chairman Neiman opened the public hearing and invited the applicant, Mr. Matthew Bousquette, to address the Board.

Mr. Bousquette stated he is the owner of 444 East Fourth Street and 448 East Fourth Street. He is seeking the ability to add a small amount of square footage to the westerly side of 448 E. Fourth from the lot on 444 E. Fourth. Understanding there are newer ZBA members, he provided background relative to these properties. In 2017, upon completing the remodeling of 448 E. Fourth Street, his family moved out of the 444 E. Fourth Street Zook property. He found a buyer for the Zook home who planned to renovate and landmark the property, however, they only wanted half the lot in order to reduce the tax burden. In order to save the home, he agreed to apply for a variance to split the property, noting it would still be the two largest lots on Fourth Street and Woodside.

The ZBA heard the case in March and June of 2017, resulting in a unanimous approval to split the property, and save the Zook house. This was a recommendation to the Village Board, who overturned the ZBA decision and rejected the request. The night before the Village Board meeting, the Village President received notice of an offer from an LLC for the home; because of this pending offer to buy the property as is, the Board did not approve the variance. At no time was his realtor contacted with the offer, nor did the proposed buyers ask to see the house. Upon denial by the Village Board, the offer disappeared. He asked for a copy of the offer through the Freedom of Information Act, nothing was produced. Mr. Bousquette stated he was left with two choices, either tear it down, or find another buyer. He has listed the home for three years, and has had no offer. Therefore, in the spring of 2020 he obtained a demolition permit. The home is currently being deconstructed carefully to donate architectural content to good causes.

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that at one time a public road ran between the two properties called Oakwood Place. He did not know, nor was it noted on the survey or the title report, that there is a private sewer line to a home on Woodside. This line failed, resulting in open sewage on his property. The DuPage County Health Department required he fix the problem. He dug it up, fixed the driveway and improved the drainage in this area. He wants to add the square footage where this line is located to his 448 E. Fourth property, for clarity and ease of future maintenance. He is seeking a variance of 2.6' feet to the interior side yard setback to the property at 448 E. Fourth. The westerly property line would be moved 10.9' feet at the median measured location, adding 3,526' square feet to 448 E. Fourth from 444 E. Fourth. There is negligible impact to the 444 E. Fourth Street lot, that will still be 47,960' square feet in size, and comply with all zoning regulations for an R-1 lot in the Village. Mr. Bousquette stated he has no intention of moving or altering the location of the house at 448 East Fourth Street. He discussed the code requirements for side yard setbacks, but asserted that since this is not new construction, this situation may run counter to the intent. He only wants his property to encompass the area of the improved storm drainage system. Mr. Bousquette properly noticed, by certified mail, all neighbors within 250' feet.

Regarding the matter before the Board this evening, Mr. Bousquette explained

Mr. Bousquette properly noticed, by certified mail, all neighbors within 250' feet. He contacted the immediate neighbors on both sides of his properties by phone, and they were supportive of his request. He did not receive any feedback from any other noticed persons.

He addressed the requirements for approval as follows:

- 1. Unique physical condition: Unknown abandoned road and sewer line
- 2. **Not self-created**: House built prior to current code, no written easement existed identifying the existence of the sewer line
- 3. **Denied substantial right:** denying the request would accomplish nothing for the public benefit, adding the square footage to the 448 property makes the home better situated on the lot, and it will appear more harmonious with the surrounding neighborhood
- 4. **Not merely special privilege:** fixing the broken sewer line is hardly a special privilege, and granting control over the new line has no impact on anyone as he owns both parcels involved
- 5. Code and plan purposes: Requested variance is in the general spirit of the Village code, promoting harmonious and appealing residential neighborhoods
- Essential character: Improve and balance lot sizes, no detriment to the public welfare, or the enjoyment, use and value of the neighborhood; public health and utilities have been improved, no effect on taxes or utilities
- 7. **No other remedy:** Simply seeks to maintain control over improvements on one legal property, nothing else makes sense

Chairman Neiman asked if there were additional questions from the Board, there were none, and he confirmed that no one was on the line waiting to speak.

Member Moberly moved to close the public hearing for the case known as V-

05-20, 448 East Fourth Street. Member Podliska seconded the motion.

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3 AYES: Members Moberly, Alesia Giltner, Murphy, Lee, Podliska and Chairman 4 Neiman

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NAYS: None ABSTAIN: None **ABSENT:** None

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Motion carried.

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DELIBERATIONS

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14 15 Member Moberly began deliberations stating he is in favor of the request; Mr. Bousquette did a good job, and there are no neighbor objections. Member Alesia agreed.

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Member Podliska agreed with the stated points for granting the variance, and commended the homeowner's efforts for setting it right; the sewer line should be positioned on one piece of property. He added that those persons drafting the code likely would not have contemplated this situation. He believes the applicant has met

the requirements for approval. 20

Members Murphy, Lee and Giltner concur adding the request makes sense and is 21 reasonable.

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23 Member Podliska moved to approve the variation request known as V-05-20, 448 East Fourth Street. Member Murphy seconded the motion.

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

27 Neiman

28 NAYS: None **ABSTAIN: None** 29 30 **ABSENT: None**

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Motion carried.

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Chairman Neiman concluded stating that he appreciates Mr. Bousquette's efforts. time and money to try to save the Zook house. He believes the Zoning Board got it right in 2017, and regrets that the Village Board disagreed. Nevertheless, he is glad that his request has been approved.

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Director of Community Development Robb McGinnis informed the Board that a contract is pending on the 444 E. Fourth property, and the applicant respectfully requests the final decision be read into the record this evening so he can proceed with the closing on the property.

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Chairman Neiman said for all reasons stated on the record, and those detailed by Mr. Bousquette, the Board has considered the matter and voted to approve the variance application.

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Zoning Board of Appeals Meeting November 18, 2020 Page 5 of 5

1 2 3	Member Alesia moved to approve the Final Decision for V-05-20, 448 East Fourth Street, as read into the record. Member Giltner seconded the motion.
4 5	AYES: Members Moberly, Alesia Giltner, Murphy, Lee, Podliska and Chairman Neiman
6 7	NAYS: None ABSTAIN: None
8 9	ABSENT: None
10	Motion carried.
11 12 13 14	Mr. McGinnis said the written final decision will be prepared and included in the packet of materials for the next meeting.
15 16 17 18	Mr. Bousquette thanked the Zoning Board of Appeals; this has been a frustrating experience, but he appreciates that there are good citizens dedicated and working to get it right. He is deeply grateful to members of the Zoning Board and staff that have given their time and effort to help.
20	9. NEW BUSINESS - None
21	10. OLD BUSINESS – None
2324252627	11. ADJOURNMENT With no further business before the Zoning Board of Appeals, Member Podliska made a motion to adjourn the regularly scheduled meeting of the Zoning Board of Appeals of November 18, 2020. Member Alesia seconded the motion.
28 29 30	AYES: Members Moberly, Alesia Giltner, Murphy, Lee, Podliska and Chairman Neiman NAYS: None
31 32 33	ABSTAIN: None ABSENT: None
34 35	Motion carried.
36 37 38 39	Chairman Neiman declared the meeting adjourned at 7:09 p.m.
40 41 42 43	Christine M. Bruton
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FINAL DECISION

VILLAGE OF HINSDALE ZONING BOARD OF APPEALS PETITION FOR VARIATION

Zoning Calendar:

V-05-20

Petitioner:

Matthew Bousquette

Meeting held:

Public Hearing was held on Wednesday, November 18, 2020 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 October 29, 2020.

Premises Affected:

Subject Property is commonly known as 448 E. 4th Street, Hinsdale, Illinois and is legally described as:

Permanent Index Number 09-12-222-007-0000 445 Woodside, Hinsdale, IL 60521 (Parcel 1):

Permanent Index Number 09-12-222-008-0000 448 East Fourth Street, Hinsdale, IL 60521 (Parcel 2 & 3):

PARCEL 1:

THE NORTH 100 FEET OF LOT 2 (MEASURED PARALLEL TO THE NORTH LINE THEREOF), EXCEPT THE EAST 170 FEET THEREOF, AND THE EAST 1½ OF VACATED OAKWOOD PLACE LYING WEST OF AND ADJOINING THERETO, IN BLOCK 9 OF W. ROBBINS PARK ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1¼ AND THE NORTH 1½ OF THE NORTH 1½ OF THE SOUTHEAST 1¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1871 AS DOCUMENT 14048, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

LOT 2 IN OWNER'S RESUBDIVISION OF LOT 1 AND THE EAST 170 FEET OF THE NORTH 100 FEET OF LOT 2 (AS MEASURED PARALLEL TO THE NORTH LINE) OF BLOCK 9 OF W. ROBBINS PARK ADDITION TO HINSDALE, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1948 AS DOCUMENT 547307, IN DUPAGE COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF VACATED OAKWOOD PLACE LYING WEST OF AND ADJOINING LOT 2 IN OWNER'S RESUBDIVISION OF LOT 1 AND THE EAST 170 FEET OF THE NORTH 100 FEET OF LOT 2 (AS MEASURED PARALLEL TO THE NORTH LINE) OF BLOCK 9 OF W. ROBBINS PARK ADDITION TO HINSDALE, A SUBDIVISION IN THE SOUTH ½ OF THE NORTHEAST ¼ AND THE NORTH ½ OF THE NORTH ½ OF THE SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE16, 1948 AS DOCUMENT 547307, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF BLOCK 8 IN W. ROBBINS PARK ADDITION TO HINSDALE: THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 125.00 FEET AND THE CHORD OF WHICH EXTENDS FROM SAID NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHEAST CORNER OF LOT 2 IN OWNERS'S RESUBDIVISION OF PART OF BLOCK 9 IN W. ROBBINS PARK ADDITION TO HINSDALE, A DISTANCE OF 26.66 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 100.00 FEET TO SAID NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 TO THESOUTHWEST CORNER OF SAID LOT 2; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2 EXTENDED WEST A DISTANCE OF 35.25 FEET TO AN IRON PIPE; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 69 DECRESS 14 MINUTES 12 SECONDS AS MEASURED FROM LEFT TO RIGHT WITH THE LAST DESCRIBED LINE A DISTANCE OF 63.05 FEET TO AN IRON PIPE ON THE SOUTH LINE OF SAID LOT 1 EXTENDED EASTERLY; THENCE NORTHEASTERLY A DISTANCE OF 111.14 FEET TO THE POINT OF BEGINNING. IN DUPAGE COUNTY. ILLINOIS, BEING THOSE PORTIONS OF VACATED OAKWOOD PLACE DESCRIBED ON THE PUBLIC ROAD RIGHT OF WAY PLAT OF VACATION, AS DOCUMENT R75-24211 RECORDED ON THE 29TH DAY OF MAY 1975, AS PARCEL 3

Subject:

In this application for variation, the applicant requests relief from the Interior Side Yard Setback set forth in section 3-110(D)(2)(b) of the Code in order to deed over excess property from the neighboring lot to the west (444 E. 4th Street) The specific request is for 2.63' of relief.

The applicant in this case owns both 444 E. 4th Street and 448 E. 4th Street. The intention is to deed over excess property from the 444 property to the 448 property. Because the width of the 448 property

is increasing, the required side yard setbacks increase as well. Although the house is not moving on the 448 lot, the existing setback on the east side of the lot is already non-conforming. Any increase in the width of the lot increases the degree of non-conformity thereby driving the request for relief.

Facts:

This property is a conforming through-lot located in the R-1 Residential District in the Village of Hinsdale and is located on the south side of 4th Street between Oak Street and County Line Road. The property is irregular and contains approximately 39,957 square feet of lot area. The maximum permitted FAR is 9,991sf., the maximum permitted Lot Coverage is 19,978sf., and the maximum allowable Building Coverage is 9,989sf.

Action of the Board:

Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had been met and recommended approval. It should be noted that the Final Decision for this case was read into the record and a copy of the transcript is in the file.

A motion to recommend approval was made by Member Alesia and seconded by Member Giltner.

AYES:

Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska, Chairman

Neiman

NAYS:

None

ABSTAIN:

None

ABSENT:

None

THE HINSDALE ZONING BOARD OF APPEALS

Chairman Robert Neiman

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

MEMORANDUM

TO:

Chairman Neiman and Members of the Zoning Board of Appeals

FROM:

Robert McGinnis MCP

Director of Community Development/Building Commissioner

DATE:

December 9, 2020

RE:

Zoning Variation – V-06-20; 5500 S. Grant (Hinsdale Central High School)

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

- 1. 7-310, & 9-107(H) 2&3 in order to construct a grandstand and press box structure within the corner side yard setback.
- 2. 9-12-3(D) & (E) in order to replace the perimeter chain link fencing around the grandstand and press box structure.
- 3. 7-310 in order to construct a ticket booth that exceeds the allowable height for an accessory structure.
- 4. 9-12-3(D) & (E) in order to replace the chain link fencing backstop around the varsity baseball field.
- 5. 9-12-3(D) & (E) in order to install chain link fencing around the junior varsity softball and baseball field, and varsity baseball field.
- 6. 7-310 in order to install parking lot light fixtures that exceed the allowable height.

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 permitted materials, and setback for the grandstand and press box structure. The balance will move on to the Board of Trustees as a recommendation.

cc: Kathleen A. Gargano, Village Manager Zoning file V-06-20

Zoning Calendar No. Volado

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):	Nicholas Graal, Project Architect	
ADDRESS OF SUBJECT PR	Hinsdale Central High School COPERTY: 5500 South Grant Street	
TELEPHONE NUMBER(S):_	630-495-1900	
If Applicant is not property own District Architect	ner, Applicant's relationship to property owner.	
DATE OF APPLICATION:	November 20, 2020	



SECTION I

rieas	e complete the following:						
l.	Hinsdale Township <u>Owner.</u> 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						
ļ.	Subject Property. Address and legal description of the subject property: (Use separate sheet						
	for legal description if necessary.) See Attachment 'A'						
	Tor legar description in necessary.)						
	Consultants. Name and address of each professional consultant advising applicant with						
	respect to this application:						
	Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP a. Attorney: 3030 Salt Creek Lane, Suite 202, Arlington Heights, Illinois 60005						
	Eriksson Engineering Associates, LTD.						
	b. Engineer: 145 Commerce Drive, Suite A, Grayslake, Illinois 60030 Owner's Representative: Cotter Consulting						
	C. 745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527 Construction Manager: Pepper Construction						
	d. 411 Lake Zurich Road, Barrington, Illinois 60010						

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

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

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

See Attachment 'B'

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

- 8. <u>Survey</u>. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property. Survey attached
- 9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.

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

SECTION II

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

See Attachment Ordinance Provisi	'ט'						
variation is sought		he specific	provisio	ons of the Zo	ning Ordina	ance from	m which a
See Attachment	'E'						
Variation Sought. feature or features (Attach separate s	of the p	roposed us	e, constri	iction, or deve			
See Attachment	'E'						
							
Minimum Variation	on. A st uld be n	atement of ecessary to	the mini	mum variatior 1e proposed us	of the provi	sions of on, or de	the Zoning
(Attach sepa		sheet	if	additional	space	is	needed.
See Attachmen	t 'E'						
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Standards for Vari	ation A	A statemen	t of the c	haracteristics :	of Subject Pr	onerty t	hat preven

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) <u>Denied Substantial Rights</u>. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
- (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
- (e) <u>Code and Plan Purposes</u>. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
- (f) <u>Essential Character of the Area</u>. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or
 - (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)	4) Would unduly increase the danger of flood or fire; or						
	(5)	Would unduly tax public utilities and facilities in the area; or						
	(6)	Would endanger the public health or safety.						
(g)	the a perm (Atta	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

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

SECTION V

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

Name of Owner:	Tammy Prentiss, Superintendent
Signature of Owner:	Dany Mextio
Name of Applicant:	Nicholas Graal, Project Architect
Signature of Applicant:	AH
Date:	11/1/2020

ATTACHMENT A

Hinsdale Township High School District 86

Hinsdale Central High School

5500 S. Grant Street, Hinsdale, Illinois 60521

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

PARCEL V:

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

PARCEL VI:

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

PARCEL VII:

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

PARCEL VIII:

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

PARCEL IX:

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

PARCEL X:

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

PARCEL XI:

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

PARCEL XII:

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

PARCEL XIII:

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

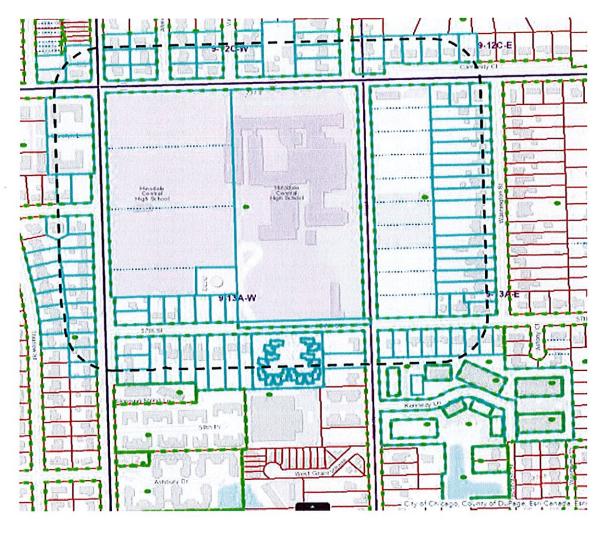
PARCEL XIV:

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

Attachment B

PIN	OWNER	PROPERTY STREET	PROPERTY STREET	PROPERTY STREET PROPERTY APARTM	PROPERTY CITY	PROPERTY ZIPCODE
0912320020	PHILLIPS; RIC & KATHLEEN	217	w	55TH ST		60521
0913103092	FOXGATE LTD HOMEOWNERS			57TH ST	HINSDALE	60521
0913103008	BENNETT III TR; B T & E	302	w	57TH ST		60521
0913103049	SHARMA; VINAYA K TR	306	W	57TH ST		60521
0913101013	THAKORE; ABHI TR	5548	S	WASHINGTON ST	HINSDALE	60521
0913101017	OCHOA; JOHN F & KAREN TR	5620	S	WASHINGTON ST	HINSDALE HINSDALE	60521 60521
0912319005	LARSON; SCOTT & SYLVIA	931 932		ALLMEN AVE	HINSDALE	60521
0912318012 0913101032	AMH TR & JVH TR AHMAD; NOMAN	5500	S	WASHINGTON ST	HINSDALE	60521
0913101032	FU; NING X & S YEH	319	w	57TH ST	HINSDALE	60521
0911431041	CHICAGO TITLE 8002377234	941	5	THURLOW ST	HINSDALE	60521
0913103093	DONG; CHI	5702		FOXGATE LN	HINSDALE	60521
0913103105	ALI: FEROZ & RAEESA	5707		FOXGATE LN	HINSDALE	60521
0912320006	HARRIS TR; I & S JACOBS	937	5	VINE ST	HINSDALE	60521
0913101014	DIAMANTOPOULOS; T & A	5600	5	WASHINGTON ST	HINSDALE	60521
0912321019	AHMEO; NASEER & AMINA	21		CAMBERLEY CT	HINSDALE	60521
0912319014	WILLIAMS; ERIC & ELIZABETH	948	S	VINE ST	HINSDALE	60521
0913101008	STINAR; C D & K E SHUBERG	5504	S	WASHINGTON ST	HINSDALE	60521
0913101021	WEHNER; ROBERT & SCHMIDT		S	WASHINGTON ST	HINSDALE HINSDALE	60521 60521
0912321017	SMEGO; MARGARET TR	29		CAMBERLEY CT MADISON ST	HINSDALE	60521
0914205024	1ST BK OAK PARK TR5581 ADS; H & R MASSOUD	5550	S	MADISON ST	HINSDALE	60521
0914205021 0913101031	CHEN; GENE & ANN	4	w	55TH ST	HINSDALE	60521
0913101031	TURNER; D J 1-12722	5641	S	MADISON ST	HINSDALE	60521
0913101034	LAMB; MARK A & DONNA L	5610	S	WASHINGTON ST		60521
0913101034	BHATT; HARIT & A DAS TR	5650	S	WASHINGTON ST	HINSDALE	60521
0913103003	PATEL; AJAY & PAYAL	5715	S	MADISON ST		60521
0913104006	CONROY; SUSAN D	10	w	57TH ST		60521
0914208009	YALA; MOHAMED & SALIMA	5651	S	THURLOW ST	HINSDALE	60521
0913103094	PITCHER; ERIC & ANN	5704		FOX GATE LN	HINSDALE	60521
0914208029	SKALA; RICHARD M	5712	5	MADISON ST	HINSDALE	60521
0911431042	ADS; HUSSEIN	937	S	THURLOW ST		60521
0913101018	KALER; CYNTHIA A	5624	S	WASHINGTON ST		60521
0912318016	8ATTAGLIA; STEPHANIE TR	941	S	MADISON ST		60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST		60521
0914208024	LILLIOJA; MICHAEL D	5644	S	MADISON		60521
0913101011	ANGELL; THOMAS & ROBIN	5526	S	WASHINGTON ST		60521
0913104030	HAMPTONS OF HINS MST ASSO		r	WASHINGTON ST		60521
0912320007	BATRA REAL ESTATE LLC	945 37	S	VINE ST CAMBERLEY CT		60521 60521
0912321015 0913103096	MALLORY; T & W HASTINGS RADAWI; DANIA	5708		FOXGATE LN		60521
0914208011	DE LEONARDIS & DE STEFANO		s	THURLOW ST		60521
0913104004	DESHPANDE; SHRIKANT & A	22	w	57TH ST		60521
	MARTIN; GERALD & LESLIE	323	w	57TH ST		60521
	CULLINAN; REBECCA S	507	W	56TH ST		60521
	MURPHY TR; MATTHEW M & A	5619	S	THURLOW ST	HINSDALE	60521
0912320018	KUO; JIM FA JEN & MAI P		S	GRANT ST	HINSDALE	60521
0913103002	BURGESS; DENNIS & JULIE	5709	S	MADISON ST		60521
0913104013	MC NEILY; MARY & CURTLAN	8	W	57TH ST	HINSDALE	60521
0912320017	CAO; SHUMIN		S	GRANT ST		60521
0913101010			S	WASHINGTON ST		60521
	STRAUCH; DAVID &KATHARINE	5701		FOXGATE LN		60521
	1ST BK OAK PARK TR4777		-	MADISON ST		60521
			\$	MADISON ST		60521
		5652	S	MADISON ST		60521 60521
	VILLAGE OF HINSDALE	rcao	r	57TH ST		60521
	ZHU; D & H CHEN TR CHICAGO TITLE #8002365547	5628 508	s W	WASHINGTON ST 56TH ST		60521
			S	GRANT ST		60521
	STANDARK BK & TR 21381	23	w	57TH ST		60521
			5	WASHINGTON ST		60521
		5705		FOXGATE LN		60521
	CHICAGO TITLE HTH2242		S	GRANT ST		60521
			S	MADISON ST		60521
	LEE FAMILY TR	25		CAMBERLEY CT	HINSDALE	60521
		938		ALLMEN AVE	HINSDALE	60521
0914208028	LINARDAKIS; C & M FULLANO	5704	5	MADISON ST	HINSDALE	60521
	•		W	57TH ST		60521
	•		\$	MADISON ST		60521
	•		S	THURLOW ST		60521
	DEBOO TR; ZARINE & MEHRAB		S	WASHINGTON ST		60521
0914208022	DANG; YUHONG & YAN GUO	5628	S	MADISON ST	HINSDALE	60521

0913101028	JIAO; JIAN & LYDIA LI	5530	S	WASHINGTON ST	HINSDALE	60521
0914208020	RIHIMAKI; RICHARD W	5612	S	MADISON ST	HINSDALE	60521
0913104003	JOYCE; JOSEPH & DENISE	26	W	S7TH ST	HINSDALE	60521
0913100006	VILLAGE OF HINSDALE			MADISON ST	HINSDALE	60521
0912319007	SCHUURMAN; RENE ET AL	943		ALLMEN AVE	HINSDALE	60521
0913101030	MAC CABE; EDWARD & ALYSOI	8	W	55TH ST	HINSDALE	60521
0913103047	PAPPU; SUNDER & J RAJU	316	W	57TH ST	HINSDALE	60521
0913104016	CHICAGO TITLE HTH2242	5701	\$	GRANT ST	HINSDALE	60521
0912321016	DU8AUSKAS; ADAM & OZLEM	33		CAMBERLEY CT	HINSDALE	60521
0912320019	YUSUF; SHAHID TR	944	S	GRANT ST	HINSDALE	60521
0913103006	NEMESNYIK TR; CAROL	318	W	57TH ST	HINSDALE	60521
0913103005	LEE FAMILY TR	322	W	S7TH ST	HINSDALE	60521
0913103048	BOSTROS; SAMUEL & NEVEN	310	W	57TH ST	HINSDALE	60521
0912320005	CARROLL; RICHARD & ALICIA	931	5	VINE ST	HINSDALE	60521
0913101020	ZHAO; GANG & JIAYU LI	5640		WASHINGTON ST	HINSDALE	60521
0911431040	SCHULER; DAVID R	954	S	MADISON ST	HINSDALE	60521
0913101035	KRUSACK; LOUISA MAY TR	19	W	57TH ST	HINSDALE	60521
0913103004	BIELECKI; T & M KOZAK TR	326	w	57TH ST	HINSDALE	60521
0913103001	KOLLROSS; MELINDA S TR	330	W	57TH ST	HINSDALE	60521
0913103134	MAINS; W & B KUSH TR			GRANT ST	HINSDALE	60521
0912321005	BURNS; CURT & JENNIFER	933	S	GRANT ST	HINSDALE	60521
0912318014	MOHNS; BENJAMIN & ANN	946	S	ALLMEN AVE	HINSDALE	60521
0914208027	PECKEN; MICHAEL &PATRICIA	5668	S	MADISON ST	HINSDALE	60521
0911431039	SODHI; RUPINDER K	950	5	MADISON ST	HINSDALE	60521
0913101009	PATEL; SHACHI TR	5510	S	WASHINGTON ST	HINSDALE	60521
0914208021	FILOPOULOS; BILL & MARIA	5620	5	MADISON ST	HINSDALE	60521
0914208007	HOFFMAN; JEFF & C WAGNER		_	THURLOW ST	HINSDALE	60521
0914208006	BIXLER; ROBERT J & ANDREA	5627	S	THURLOW ST	HINSDALE	60521
0913103107	GUERIN; RICHARD & EILEEN	5703	•	FOXGATE LN	HINSDALE	60521
0912319006	DUSKY; MAURICE & MARIA TR			ALLMEN AVE	HINSDALE	60521
0913103095	ATG TRUST CO TR L013-029	5706		FOXGATE LN	HINSDALE	60521
0914208008	STEVENSON; IAN & JULIA	5643	S	THURLOW ST	HINSDALE	60521
0913104002	LOWENTHAL; JODY ANN	30	w	57TH ST	HINSDALE	60521
0912319013	VAUGHAN; ANN L	940	5	VINE ST	HINSDALE	60521
0912319012	GRAY; HYLTON & AISLING	932	S	VINE ST	HINSDALE	60521
0914208003	WALSH; JOHN V	5604	S	MADISON ST	HINSDALE	60521
0913101033	THANOS; JON & MONIQUE	5606	S	WASHINGTON ST	HINSDALE	60521
0914208026	HASSANEIN; HOSSAM M	5660	S	MADISON ST	HINSDALE	60521
0913103098	GRIFFITHS; JEAN W	5712		FOXGATE LN	HINSDALE	60521
0913103101	CHICAGO TRUST CO BEV-4067			FOXGATE LN	HINSDALE	60521
0913103103	ORZA; FLORIN & DANIELA	5711		FOXGATE LN	HINSDALE	60521
0913103099	KALBER; BETTY R	5714		FOXGATE LN	HINSDALE	60521
0913103104	DLE TR	5709		FOXGATE LN	HINSDALE	60521
0913103102	NARDULLI; ANTHONY & M	5715		FOXGATE LN	HINSDALE	60521
0913103102	PEART; ABIGAIL TRUST	5710		FOXGATE LN	HINSDALE	60521
0913103100	HARRIS BANK L1490	5716		FOXGATE LN	HINSDALE	60521
						JJ21



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, Attachment F.

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 2 of these improvements only. Refer to Village of Hinsdale Ordinance No. O2020-08 and No. O2020-09 for Variations, Site Plan and Exterior Appearance approvals for Phase 1.

The general scope of Phase 2 work at Hinsdale Central High School is as follows: Fine Arts addition, Student Services and Special Education addition, football field west side (home side) grandstand and press box replacement, ticket booth building for football field, varsity baseball field backstop replacement, junior varsity softball field backstop and fence replacement, junior varsity baseball field outfield fence installation, parking lot lighting (East of Grant Street), various pavement replacements and maintenance, associated landscaping, and associated site work.

Phase 2 construction is tentatively scheduled to begin in the spring of 2021.

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

(Sec. 7-310)

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

Lot Area West of Grant Street: 1,501,284 SF Lot Area East of Grant Street: 374,657 SF

Maximum Floor Area Ratio: .50 (750,642 SF west of Grant Street) allowed.

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

Proposed fine arts addition is 29'-0"

Proposed student services/special education addition is 31'-6"

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. 9-101, D, 9)

Exterior Lighting: Any permitted accessory lighting fixtures shall be so designed, arranged, and operated as to prevent glare and direct rays of light from being cast onto any adjacent public or private property or street and so as not to produce excessive sky reflected glare. Except for streetlights, no exterior light in or adjacent to any residential district shall be so designed, arranged, or operated to produce an intensity of light exceeding one-half $\binom{1}{2}$ foot-candle at any residential lot line.

(Sec. 9-107)

Buffers and Landscaping

(Sec. 9-107, G)

New mechanical rooftop equipment will be fully screened.

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

12. Successive Application:

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



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore

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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Form 50000317 (4-24-18) Page 1 of 16 ALTA Commitment for Title Insurance (8-1-16) Illinois

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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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

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

Phone: (866)563-7707

Commitment No.: 2977574

Customer Reference:

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

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

SCHEDULE A

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

2. Policies to be issued:

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

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

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

Fee Simple

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

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

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

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

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

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

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

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

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VIII;

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

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

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

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

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

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

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

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

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

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

and

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

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

atricia E. Wainstein

First American Title Insurance Company

By:

Authorized Countersignature

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 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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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.

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

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

(Affects Parcel IX)

Note for informational purposes 2018 taxes:

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

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

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

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

(Affects Parcel X)

Note for informational purposes 2018 taxes:

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

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

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

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

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

(Affects Parcel XII)

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Form 50000317 (4-24-18) Page 8 of 16 ALTA Commitment for Title Insurance (8-1-16) Illinois

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

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

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

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- b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.
- 26. Note: The premises in question are located within the Flagg Creek Sanitary District which is accepting federal grants for pollution control pursuant to Public Law 92-500. The District must charge user charges separate from ad valorem taxes, which charges may be a continuing lien on the property. Attention is directed to ordinance recorded as document R75-19171.
 - Note: The Company should be provided with a letter from the Sanitary District stating all fees in connection with said services are paid current through the date of closing. The telephone number is of the Flagg Creek Sanitary District is (630)323-3299.
- 27. Flagg Creek Water Reclamation District Amended Ordinance No. 756 recorded as document no. R2009-037066 requiring payment of user charges prior to sale or transfer of real estate and further requiring evaluation of connection permits for sales of commercial property, and the terms and conditions contained therein.
- 28. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 29. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
- 30. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
 - 31. Easements for public utilities, as shown on the plat of subdivision.

 (Affects the East 8 feet of Parcel VIII; the North 5 feet of Parcels IX, X and XI)
- 32. Terms and conditions of the easement provisions noted on the plat of subdivision.
- 33. Building setback line(s) as shown on the plat of subdivision. (Affects the West 25 feet of Parcel XIV)
- 34. Agreement for easements for the Village of Hinsdale recorded as document no. 787107 for a cast iron water pipe, and the terms and conditions contained therein.

(Affects Parcels I, II, III and XIII)

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

(Affects Parcels I, XIII and XIV)

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

(Affects Parcel XIII)

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

(Affects Parcel VIII)

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

Note: Land use restrictions/limitations: None

(Affects Parcels I through VII; XIII and XIV)

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

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

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

(Affects Parcel XIV)

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

Limitation of Liability for Informational Report

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

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

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		Illinois

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 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 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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	_	Illinois

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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		Illinois

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

In regards to Phase 2 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.

1) Grandstand and Press box accessory structure:

- a) Ordinance Provision: Sec. 7-310: Bulk, Space and Yard Requirements, Sec. 9-107, H, 2 & 3: Screening/Buffer for Non Dwelling Uses abutting residential use,
- b) Variation Sought:
 - i) Accessory structures in required corner yard setback.
 - ii) Accessory structure exceeds the height limitations.
 - iii) Landscaping and Screening
 - iv) Outdoor Activity Area Open Space/Buffer
- c) Minimum Variation:
 - i) Allow accessory structure to be within 5'-0" of property line.
 - ii) Allow accessory structure to be 22'-9" in height.
 - iii) Waive Landscape and Screening requirement.
 - iv) Waive Outdoor Activity Area Open Space/Buffer.

d) Standards for Variation:

- i) Unique Physical Condition-the proposed grandstand and press box structure are replacing the existing, non-conforming grandstand and press box structure. The proposed structure generally occupies the same footprint of the existing, with minimal expansion. The existing structure is within the required setback (4'-0" of property line), and is 23'-6" in height. The existing structures do not have landscape and screening directly behind them. The existing structure does not have an outdoor activity area open space or buffer.
- ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid. The existing football field and grandstands cannot be located elsewhere on-site.
- iii) Denied Substantial Rights if the request is denied, the school would not have the seating capacity it currently has for the use of the football field.
- iv) Not merely special privilege the school would not be able to use the football field in the same way they do now. The request is consistent with previously approved variances on site for accessory structures height variance (soccer press box and shelters in regards to landscaping and buffers), refer to ordinance no. O2020-08.
- v) Code and Plan Purposes the use of the grandstand and press box structure is consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings.
- vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.

- (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
- (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.
- vii) No other remedy Any other remedy would result in a use not consistent with what currently is existing on the subject property.

2) Grandstand and Press box perimeter fence replacement

- a) Ordinance Provision: Title 9, Chapter 12, Sec. 9-12-3, subsection D: Construction Standards (material), Title 9, Chapter 12, Sec. 9-12-3, subsection E: Protective Fences.
- b) Variation Sought:
 - i) Fence Material.
- c) Minimum Variation:
 - i) Allow galvanized chain link fence.
- d) Standards for Variation:
 - i) Unique Physical Condition-the proposed fence is required to be removed and replaced due to grandstand and press box structure work. It is removal of a portion of the perimeter fence on Madison Street only. The intent is to match the existing, adjacent fence still in place. The replacement of fence is in-kind with the existing fence off Madison Street.
 - ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid.
 - iii) Denied Substantial Rights if the request is denied, the school would not be able to match the existing, adjacent fencing on Madison Street.
 - iv) Not merely special privilege the school would not be able to use the football field in the same way they do now. Other types of fencing could cause visibility and safety concerns.
 - v) Code and Plan Purposes the use of the proposed improvements are consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings.
 - vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.
 - (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
 - (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.
- e) No other remedy Any other remedy would result in a use not consistent with what currently is existing on the subject property.

3) Ticket Booth accessory structure:

- a) Ordinance Provision: Sec. 7-310: Bulk, Space and Yard Requirements
- b) Variation Sought:
 - i) Accessory structure exceeds the height limitations.
- c) Minimum Variation:
 - i) Allow structure to be 17'-0" in height.
- d) Standards for Variation:
 - Unique Physical Condition-the proposed ticket booth building is matching to the architectural aesthetic of the existing "huddle house" accessory structure to the south of the existing football field.
 - ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid.
 - iii) Denied Substantial Rights if the request is denied, the school would not be able to have a consistent aesthetic for the football field accessory structures.
 - iv) Not merely special privilege the request is consistent with previously approved variances on site for accessory structure heights (soccer press box and shelters), refer to ordinance no. O2020-08.
 - v) Code and Plan Purposes the use of the proposed improvements are consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings.
 - vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.
 - (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
 - (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.
- e) No other remedy Any other remedy would result in a use and aesthetic not consistent with what currently is existing on the subject property.

4) Varsity Baseball Field Safety Netting Backstop:

- a) <u>Ordinance Provision:</u> Title 9, Chapter 12, Sec. 9-12-3, subsection D: Construction Standards (material), Title 9, Chapter 12, Sec. 9-12-3, subsection E: Protective Fences.
- b) Variation Sought:
 - i) Fence Material.
 - ii) Fence Height.
- c) Minimum Variation:
 - i) Allow safety netting and poles
 - ii) Allow safety netting and poles to be 40'-0" in height.
- d) Standards for Variation:
 - Unique Physical Condition-the proposed safety netting replaces the existing non-conforming chain link fence backstop. The safety netting is consistent with other ballfield backstops existing on-site.
 - ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid.
 - iii) Denied Substantial Rights if the request is denied, the school would not be able to upgrade their current facilities and would not be able to match other ballfields on the subject property.
 - iv) Not merely special privilege other than matching other similar existing conditions on-site, the school would still need a variance request for a like replacement with a chain link backstop and hood. The request is consistent with previously approved variances on site for safety netting (Junior Varsity Safety Netting), refer to ordinance no. O2020-08. The request is consistent with generally accepted standards for ballfields.
 - v) Code and Plan Purposes the use of the proposed improvements are consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings.
 - vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.
 - (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
 - (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.
- e) No other remedy Any other remedy would result in a use not consistent with what currently is existing on the subject property.

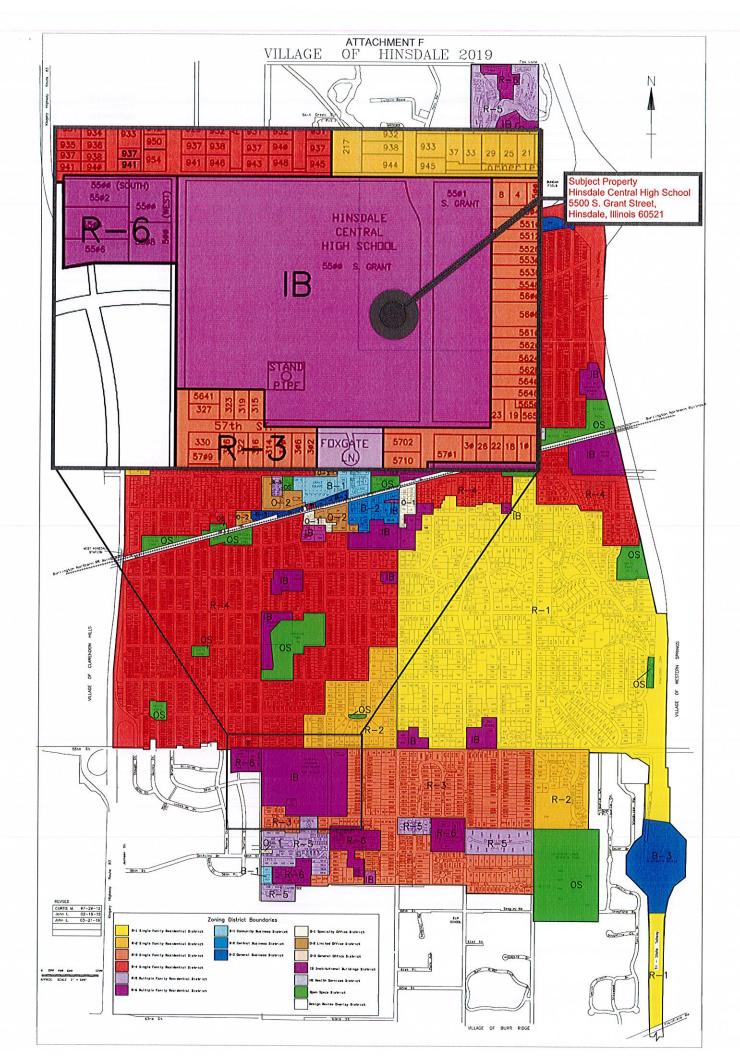
5) Junior Varsity Softball Field, Junior Varsity Baseball Field, Varsity Baseball Field fencing:

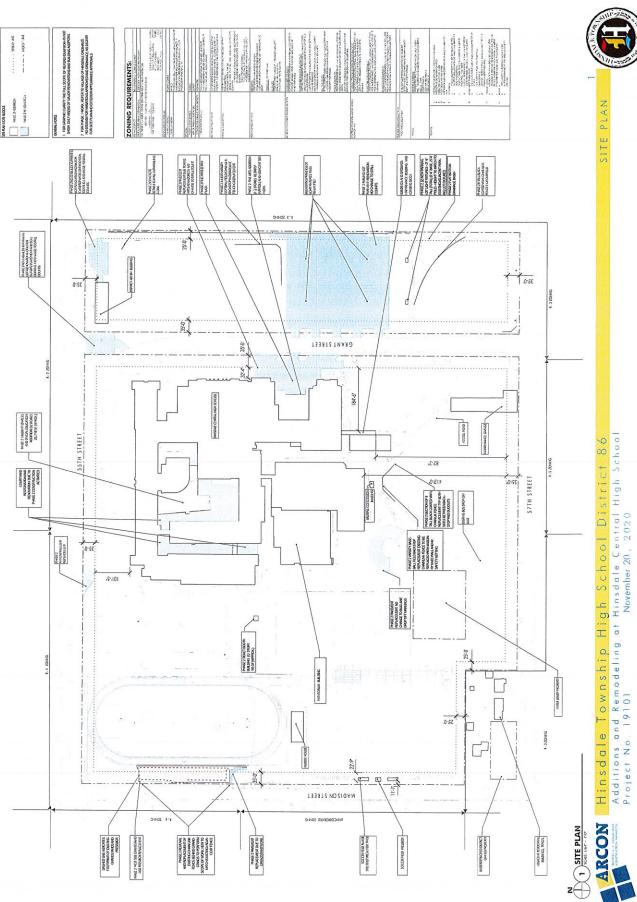
- a) <u>Ordinance Provision:</u> Title 9, Chapter 12, Sec. 9-12-3, subsection D: Construction Standards (material), Title 9, Chapter 12, Sec. 9-12-3, subsection E: Protective Fences.
- b) Variation Sought:
 - i) Fence Material.
 - ii) Fence Height
- c) Minimum Variation:
 - i) Allow black coated vinyl chain link fence at Junior Varsity Baseball Field Outfield.
 - Allow black coated vinyl chain link baseline fence and hooded backstop at Junior Varsity Softball Field.
 - iii) Allow hooded backstop at Junior Varsity Softball Field to be 23'-0" in height.
 - iv) Allow black coated vinyl chain link fence at Varsity Baseball Field, adjacent to safety netting.
- d) Standards for Variation:
 - i) Unique Physical Condition-
 - (1) The proposed fence at the Junior Varsity Baseball Field Outfield is to protect the field of play from the required drainage basin to the northeast of the field.
 - (2) The proposed fence and hooded backstop at the Junior Varsity Softball field is a replacement of the non-conforming, existing chain link fence and backstop.
 - (3) The proposed fence at the Varsity Baseball Field is a replacement of the non-conforming, existing chain link fence and backstop.
 - ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid.
 - iii) Denied Substantial Rights if the request is denied, the school would not be able to:
 - (1) Protect the field of play for the Junior Varsity Baseball Field from the drainage basin.
 - (2) Match the existing conditions of the Junior Varsity Softball Field.
 - (3) Match the existing conditions of the Varsity Baseball Field.
 - iv) Not merely special privilege the school would not be able to use the athletic facilities in the same way they do now. Other types of fencing could cause visibility and safety concerns. The request is consistent with previously approved variances on site for fencing (various athletic field fencing), refer to ordinance no. O2020-08. The request is consistent with generally accepted standards for ballfields.
 - v) Code and Plan Purposes the use of the proposed improvements are consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings.
 - vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.
 - (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
 - (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.

e) No other remedy – Any other remedy would result in a use not consistent with what currently is existing on the subject property.

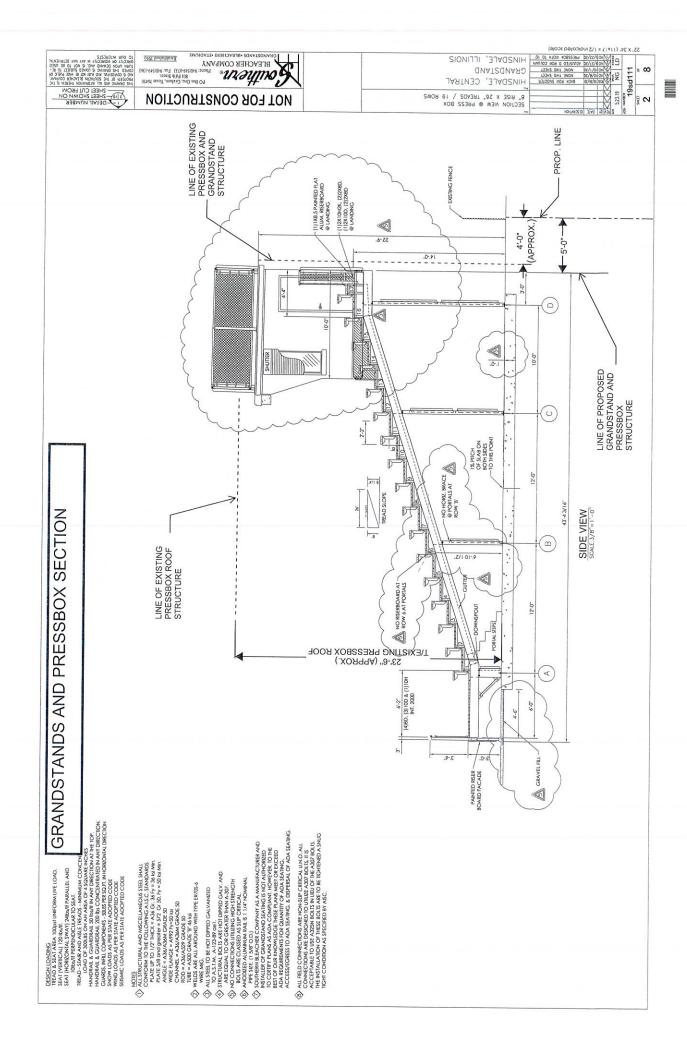
6) Parking Light Fixtures (East of Grant Street):

- a) Ordinance Provision: Sec. 7-310: Bulk, Space and Yard Requirements
- b) Variation Sought:
 - i) Accessory structure exceeds the height limitations.
- c) Minimum Variation:
 - i) Allow structure to be 27'-6" in height (light fixture base is 2'-6", light fixture pole is 25'-0").
- d) Standards for Variation:
 - i) Unique Physical Condition-the proposed parking lot light fixtures are for the new parking lot approved for Phase 1, refer to ordinances no. O2020-08, and no. O2020-09. The proposed light fixtures match the existing, adjacent parking lot fixtures in height.
 - ii) Not self-created the unique physical condition in not the result of any action or inaction of the owner, existed prior to the enactment of the code, and no compensation was paid.
 - iii) Denied Substantial Rights if the request is denied, the school would not be able to have a consistent parking lot lighting layout with the existing adjacent parking lot.
 - iv) Not merely special privilege the request is for safety for lighting the new parking lot.
 - v) Code and Plan Purposes the use of the proposed improvements are consistent with Official Comprehensive Plan and current zoned district of IB Institutional Buildings. The lighting layout meets the Code provisions of Sec. 9-101, D, 9. The foot-candles do not exceed .5 at the residential lot line. In fact, most areas along the lot line are under the .5 fc requirement.
 - vi) Essential Character of the Area -
 - (1) The use will be consistent with what is existing on-site and will not materially affect the public welfare, enjoyment, use development or value of property improvements in the vicinity.
 - (2) The use will not materially impair the adequate supply of light and air to the properties or other improvements in the vicinity.
 - (3) The use will not substantially increase congestion in the public streets due to traffic or parking.
 - (4) The use will not increase the danger of flood or fire, tax public utilities and facilities in the areas or endanger the public health or safety.
- e) No other remedy Any other remedy would result in a use not consistent with what currently is existing on the subject property.

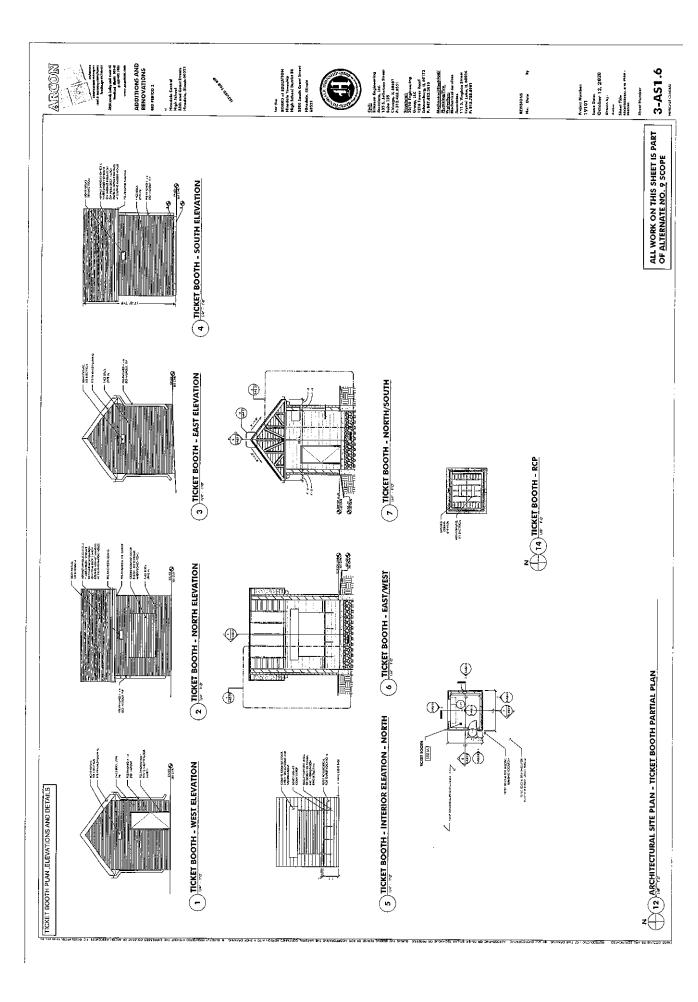


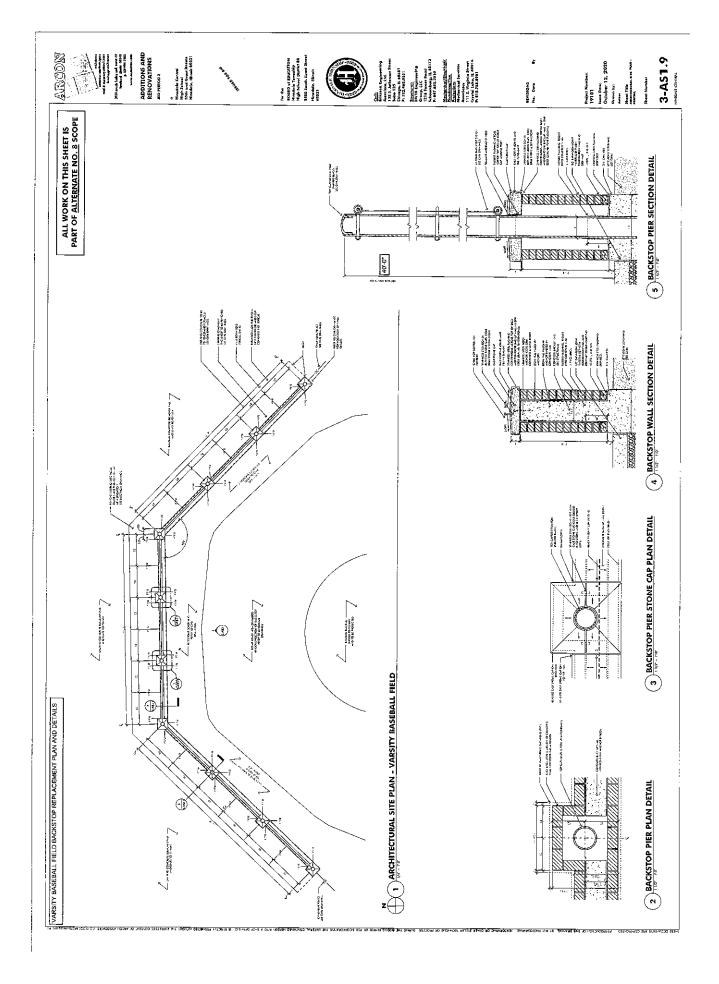


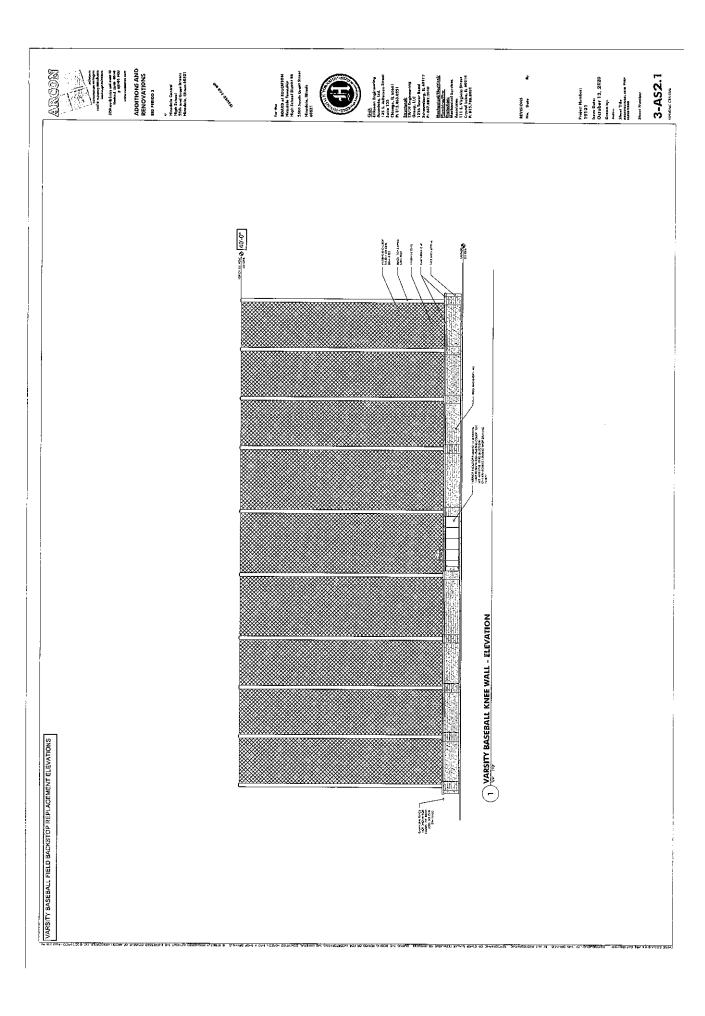
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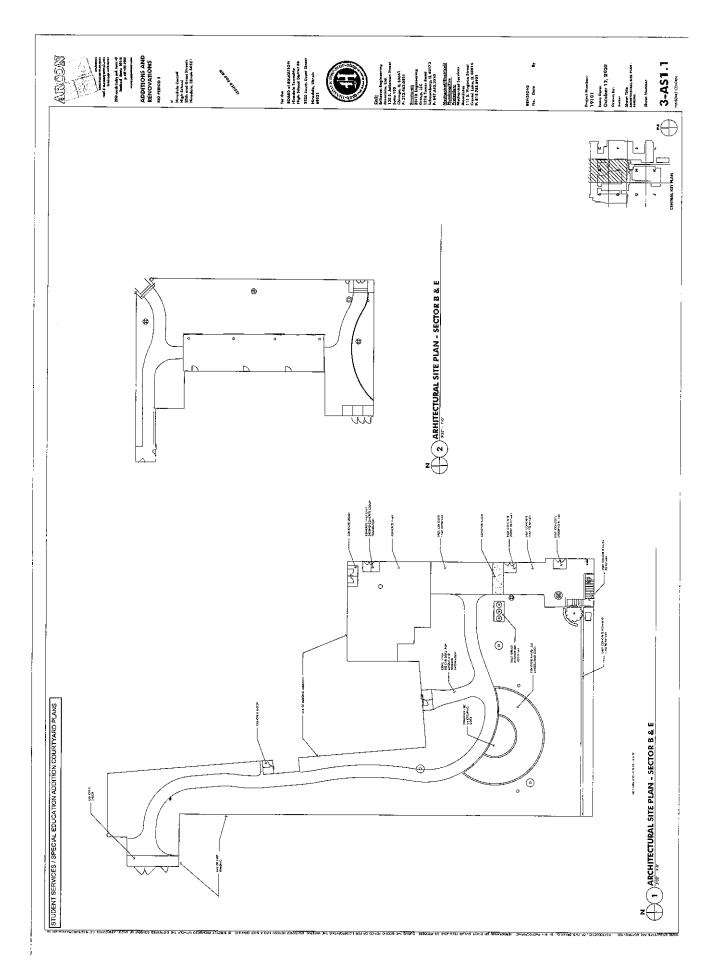


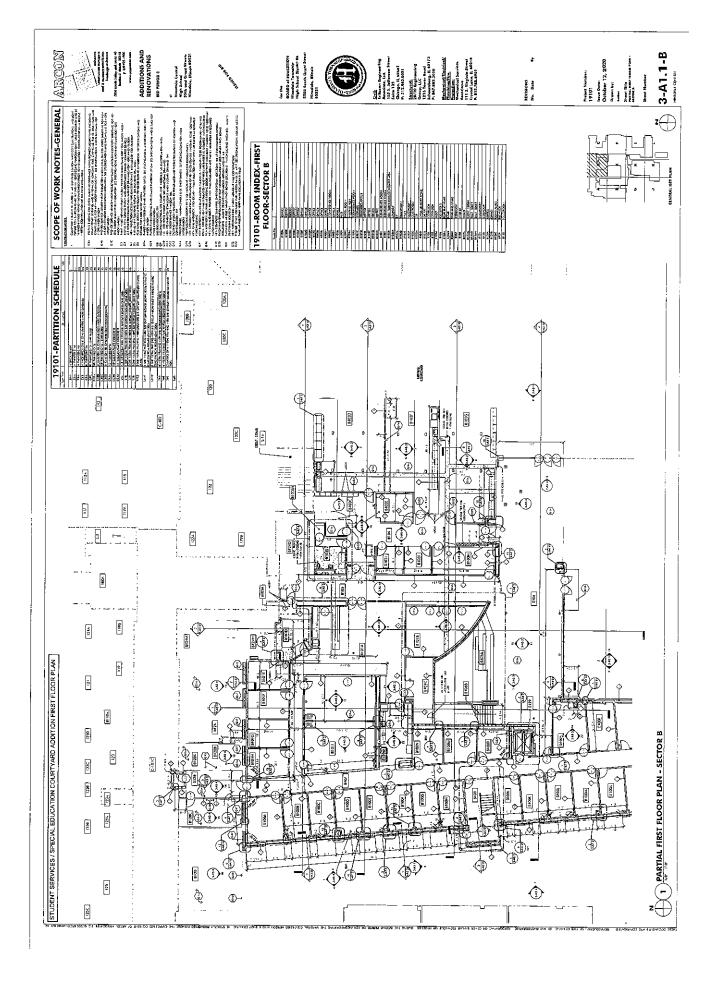


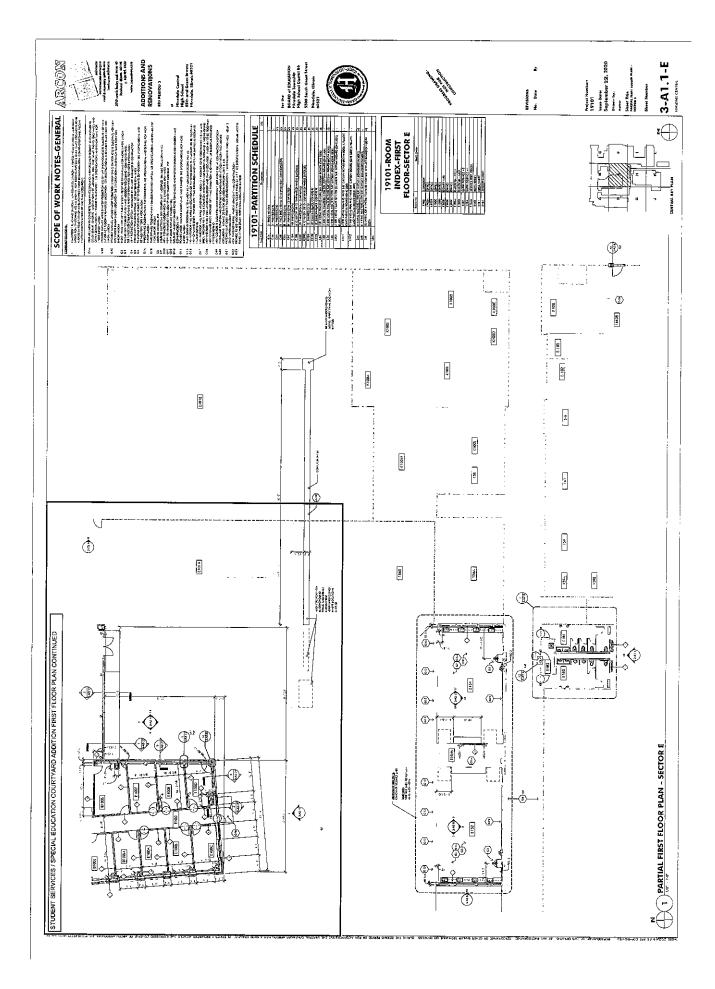


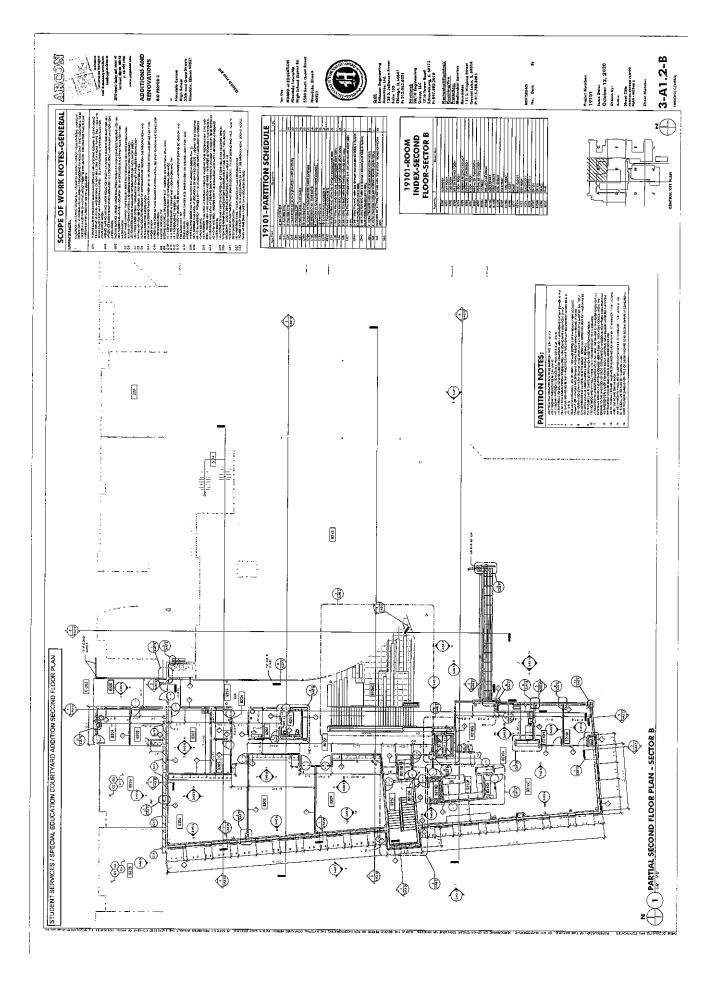


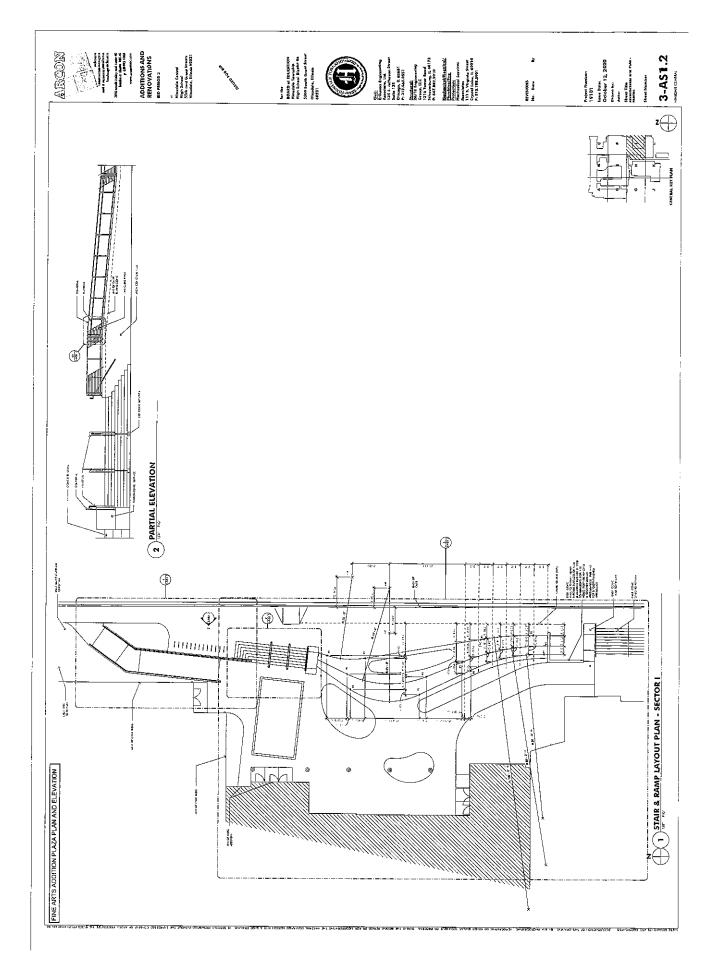


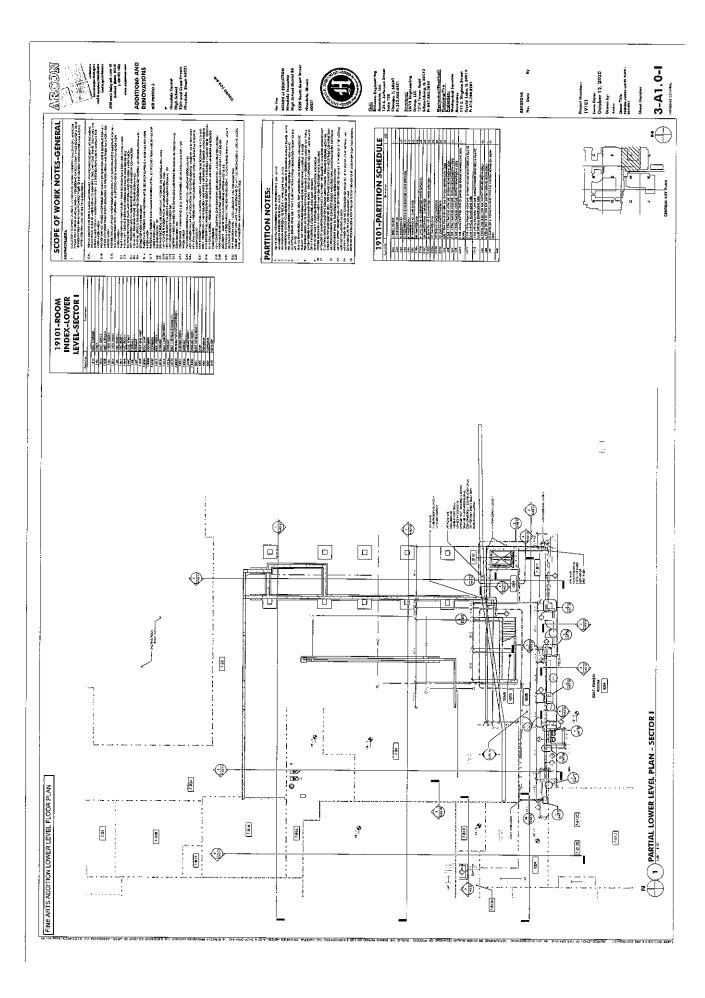


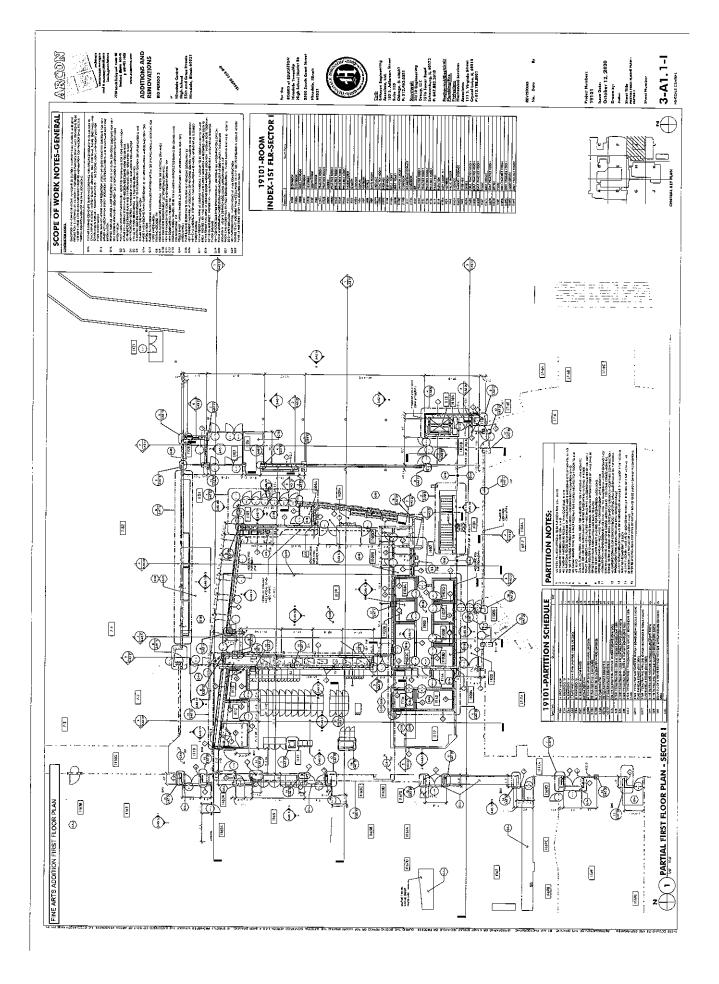


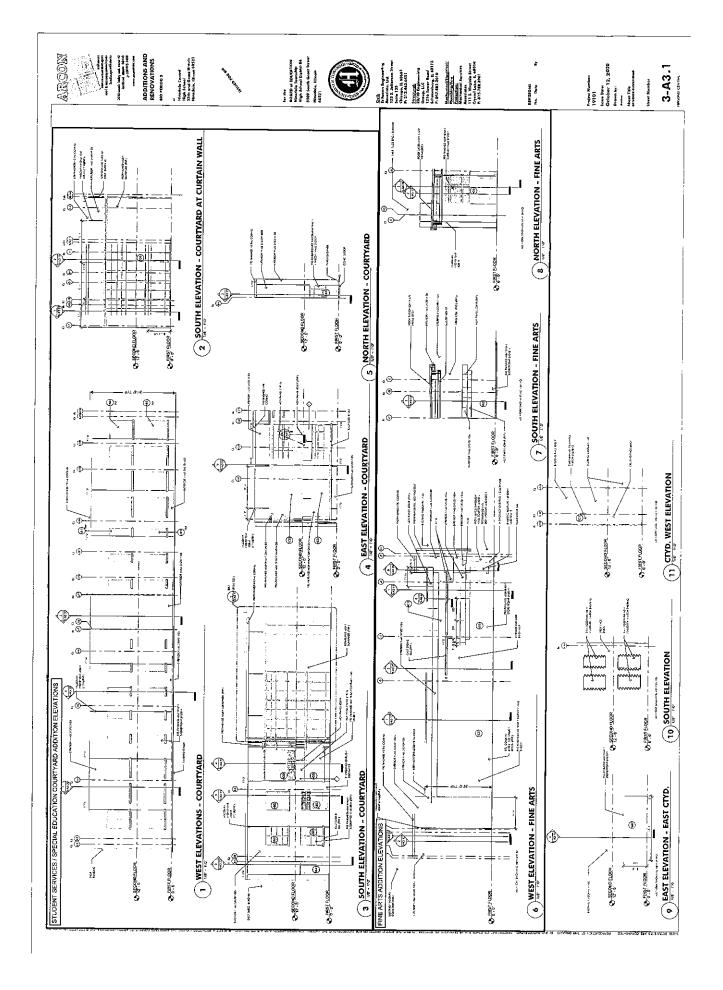


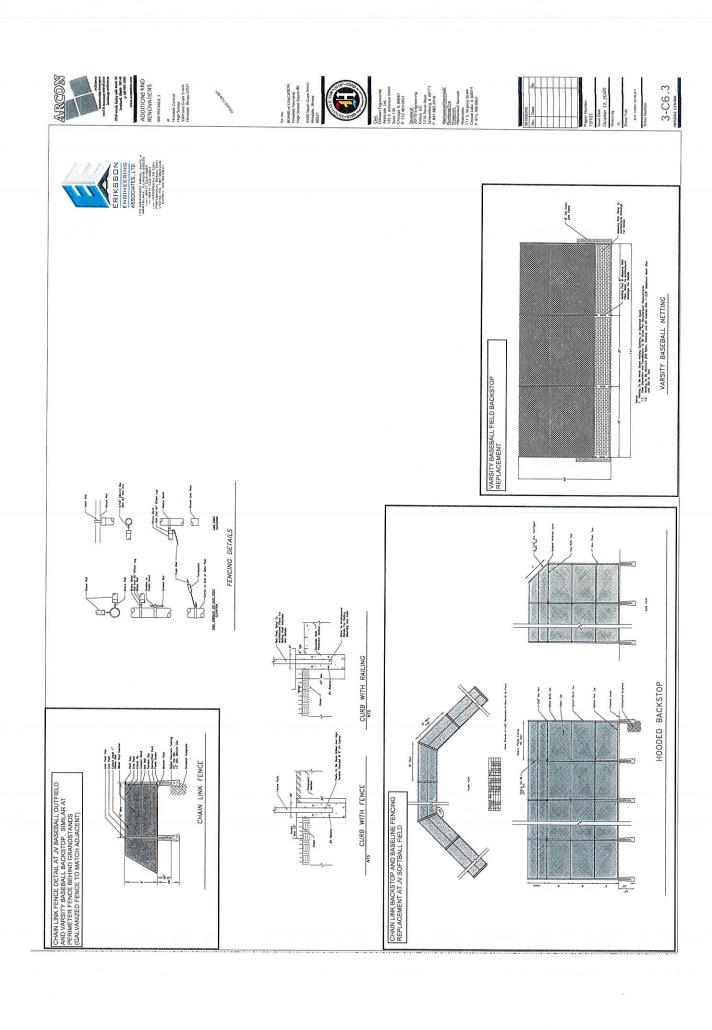


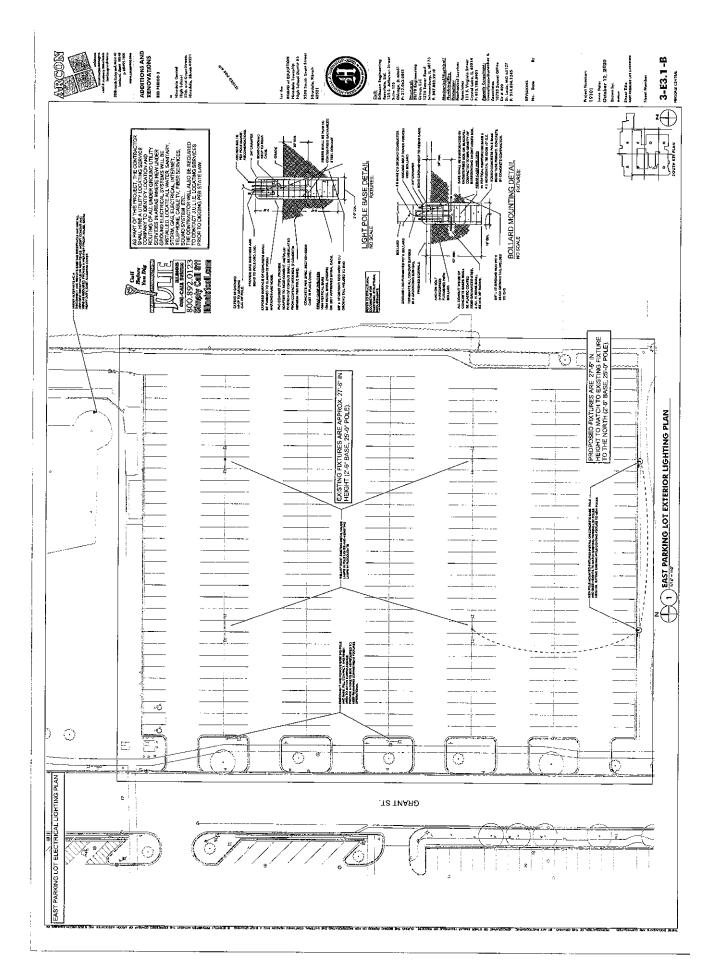












HIN2DALE, IL rocation:

Page 1 of 1

HINSDALE CENTRAL PARKING LOT

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Comments	Date	-



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2	A3(1)	RAR-2-320L-210-4K7-3-BC	825.606	-749.335	27.5	06	0
3	A2 (2)	RAR2-480L-210-4K7-4W-2	709.196	-448.686	27.5	0	0
4	A2 (2)	RAR2-480L-210-4K7-4W-2	832.558	-448.03	27.5	0	0
5	A2 (2)	RAR2-480L-210-4K7-4W-2	709.743	-628.562 27.5	27.5	0	0
9	A2 (2)	RAR2-480L-210-4K7-4W-2	832.78	-627.618 27.5	27.5	0	0

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EAST PARKING LOT PHOTOMETRIC PLAN	******				

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Symbol Qty Tag		rrangement	Lum. Watts	Arr. Watts	Lum. Watts Arr. Watts Lum. Lumens	$\overline{}$	n. Lumens LLF	Arr. Lum. Lumens LLF Manufacturer Description	Description					
—E 4 A2		@ 180 DEGREES	198.3	396.6	28630		0.9	NO HUBBELL OUTDOOR	0.900 HUBBELL OUTDOOR RAP2-ARDI-210-AKZ-AW	Booking Ind December 5	Basic	Basic Enhanced Security	Security	High Security
—☐ 2 A3	RAR-2-320L-210-4K7-3-BCSINGLE		198.3	198.3	96691	\vdash	0.90	NO HUBBELL OUTDOOR	0.900 HUBBELL OUTDOOR RAR-2-320L-210-4K7-3-BC	anno ultran in fluence	(for typical conditions)	(in consideration of person security or vandalism)	(in consideration of personal (security lighting for public (security lighting for public security or vandalism) spaces)	(security lighting for public spaces)
											lux/Ic	lux/IC	lux/Ic	lux/fc
										Minimum Hotizontal Illuminance (Measured on parking surface without any shadowing from any object)	2.0/0.2	5.0/0.5	0.1/0.01	30.0-60.0/3.0-6.0
										Uniternity Ratio Maximum - Io - Minimum	20:1	18:1	15:1	4:1
diction solutions														The Party of the P
el	O	Units	Avg	Max	xt Min Avg/Mi	in Max/M	Avg/Min Max/Min Description			S'above the partical lluminance (for facial recognition measured at 5' above the parting surface at the point of lowest horizontal	1 0/0 1	25,00.25	CORONCOR	0.0000000000000000000000000000000000000
ENCE LINE EAST		FC	0.15	0.5	0.0 N.A.	Y.Y	READINGS @ GRADE	@ GRADE		illuminance)			SOCIOLO CO	0.0-2.1 100-21
ENCE LINE SOUTH	Illuminance	Fc	60.0	0.1		Z	PEADINGS @ CDADE	@ CDADE		Recommendations based on RP-33-99, RP-20-98, 9th Edition IESNA Lighting Handbook	Lighting Handbook			

PG-Enlighten is neither licensed nor insured to determine code compliance. Code compliance review by others.

 Avg
 Mox
 Min
 Avg/Min
 Max/Min
 Description

 0.15
 0.5
 0.0
 N.A.
 READINGS @CRADE

 0.05
 0.1
 0.0
 N.A.
 READINGS @CRADE

 0.00
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 N.A.
 READINGS @CRADE

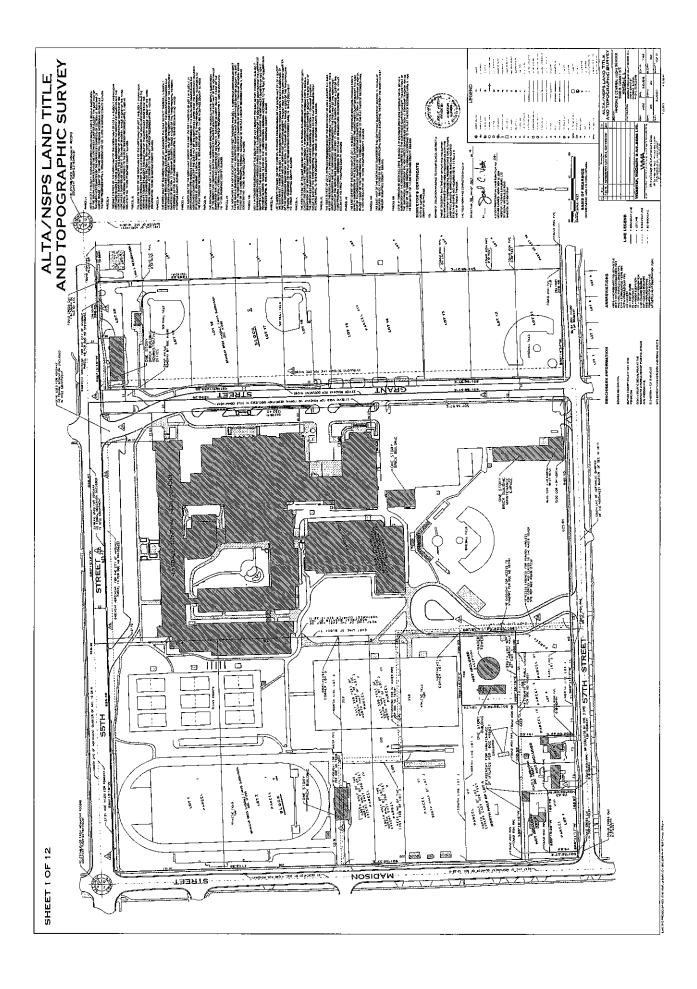
 0.0
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 READINGS @CRADE

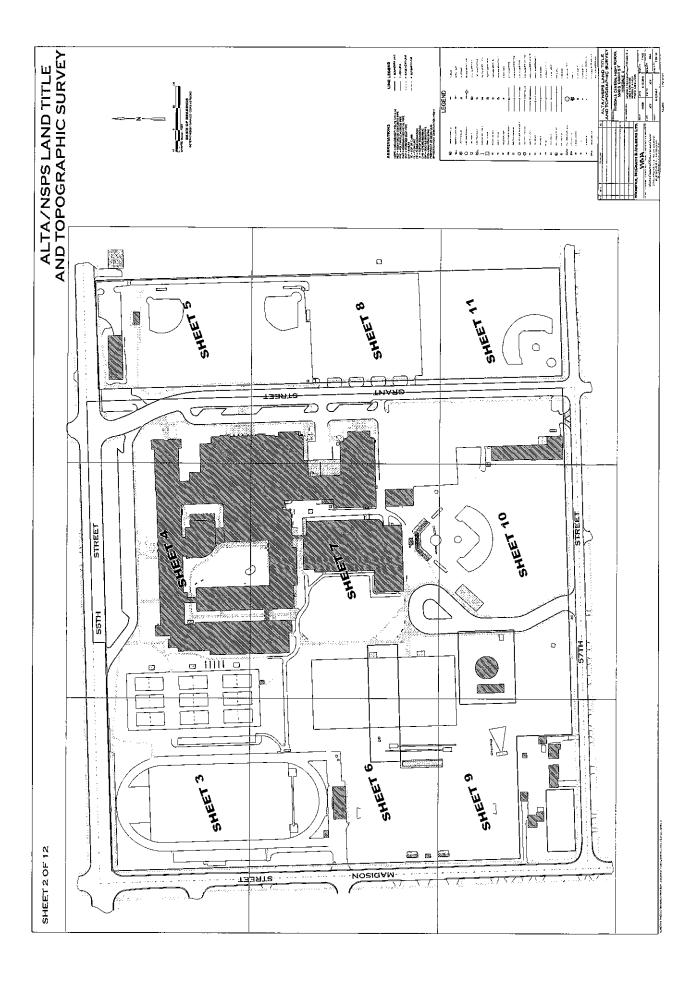
 0.0
 0.2
 10.30
 19:50
 READINGS @CRADE

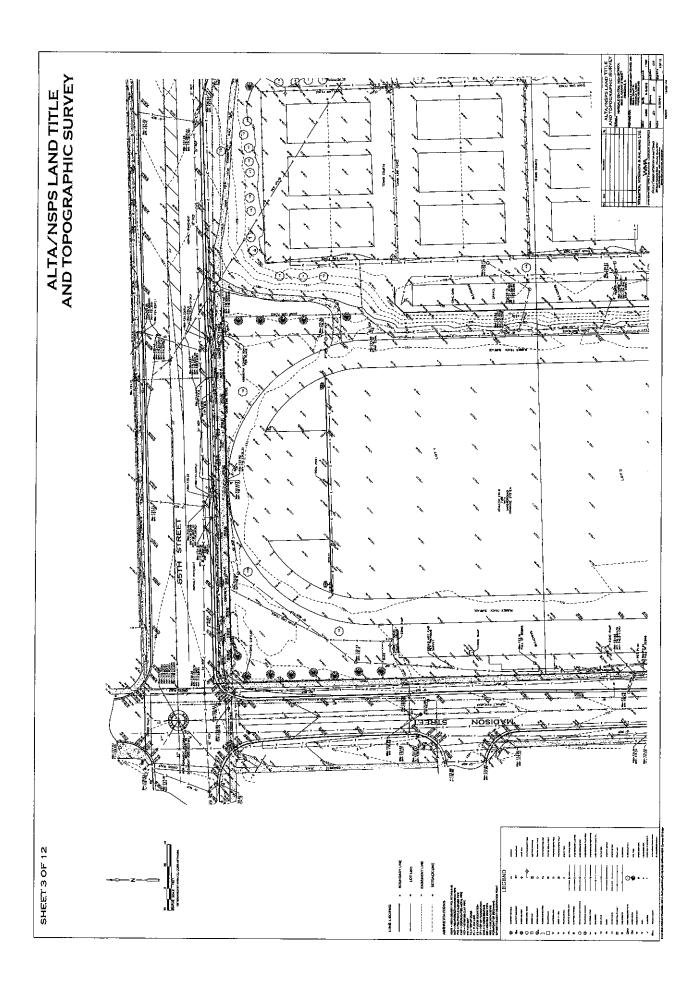
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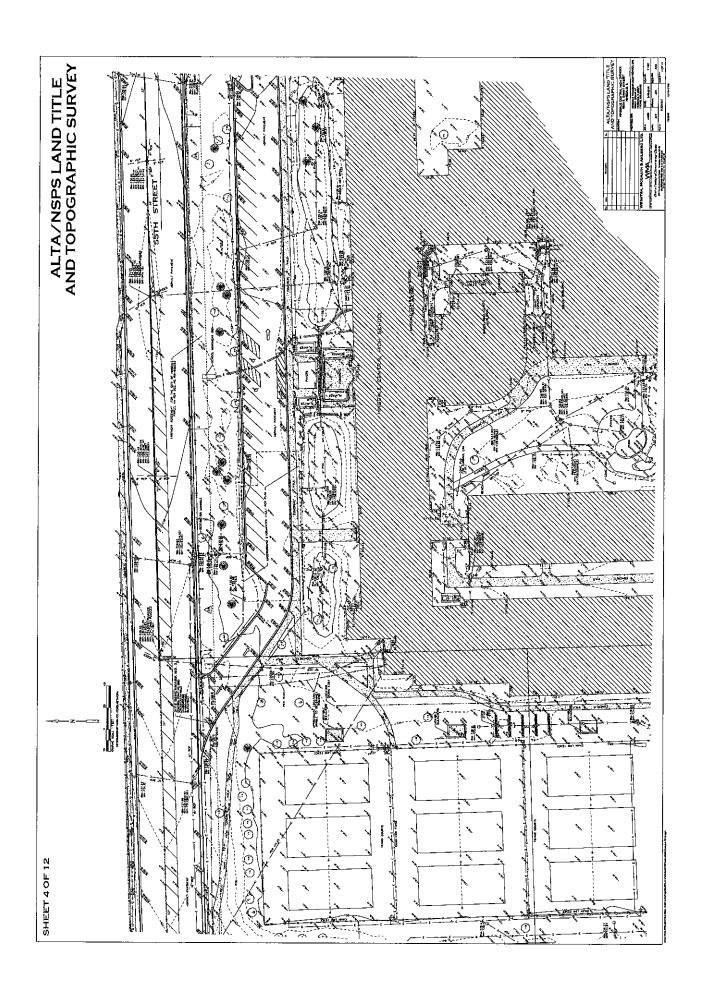
CalcType Illuminance Illuminance

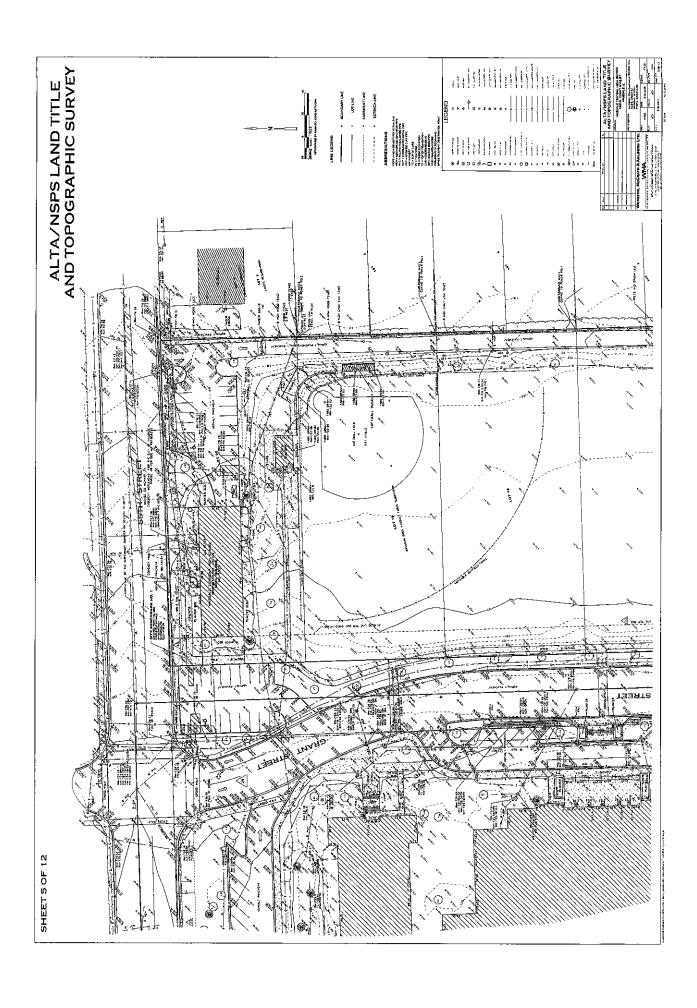
Calculation Summary
Label
FENCE LINE EAST
FENCE LINE SOUTH
PARKING LOT, Planar

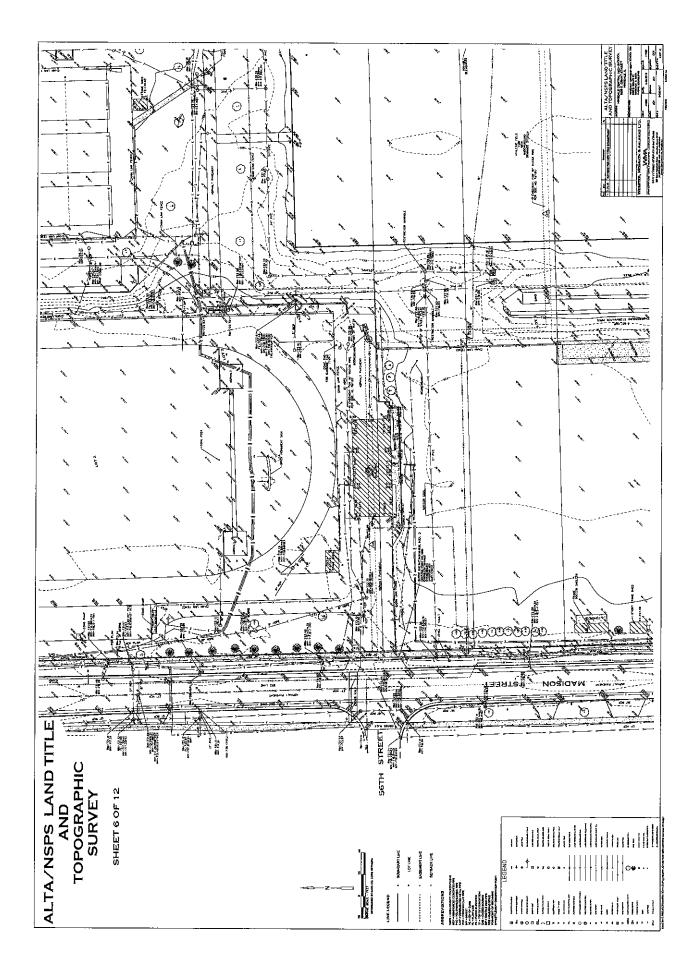


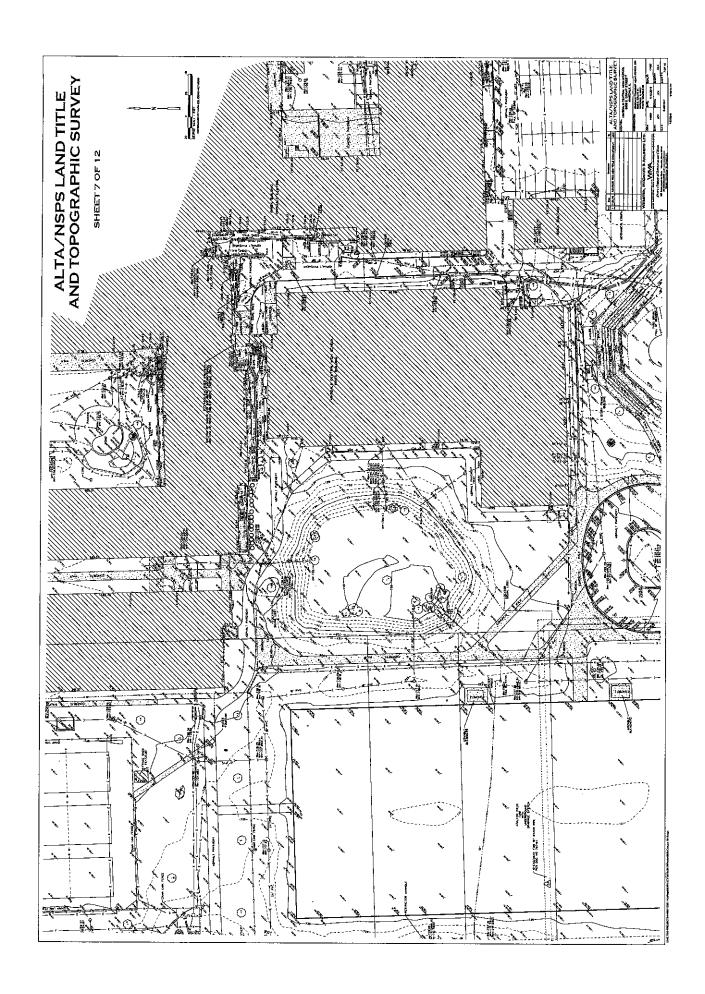


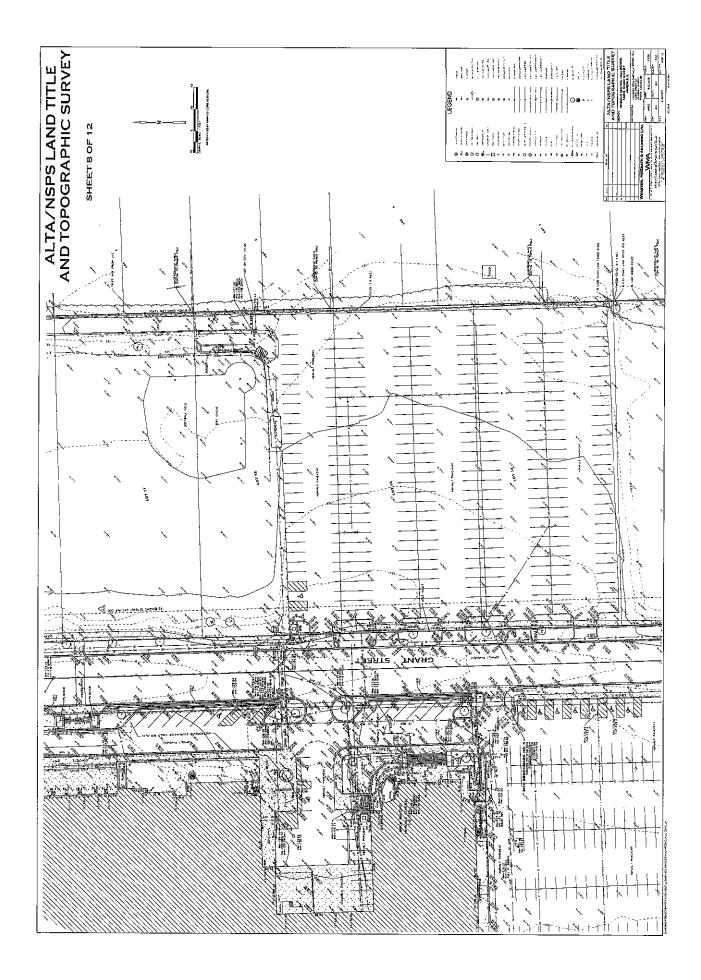


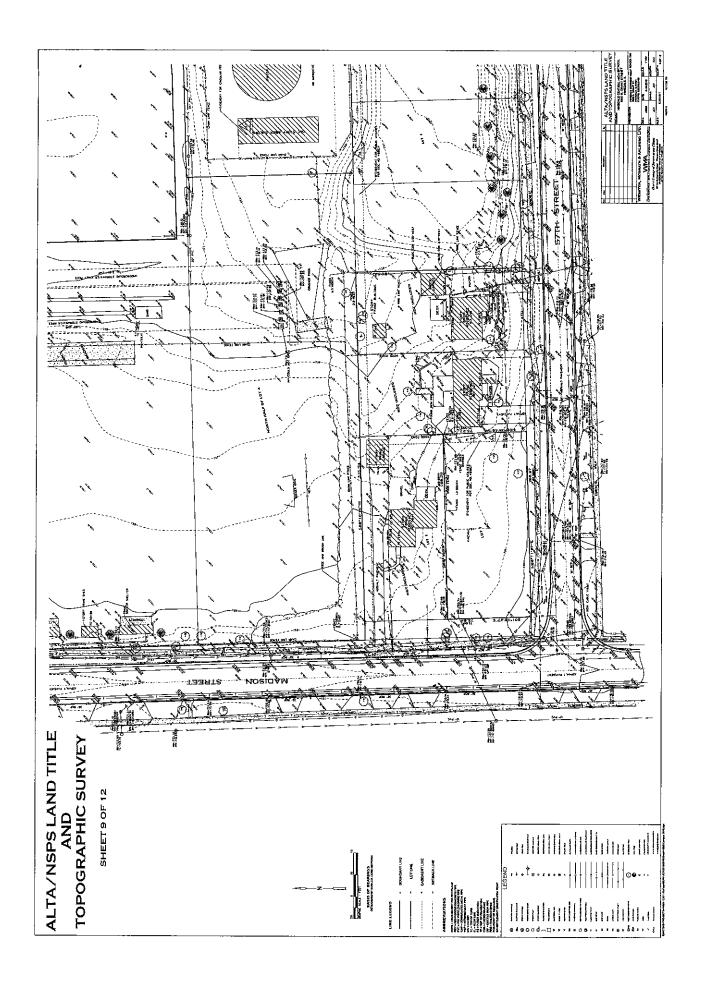


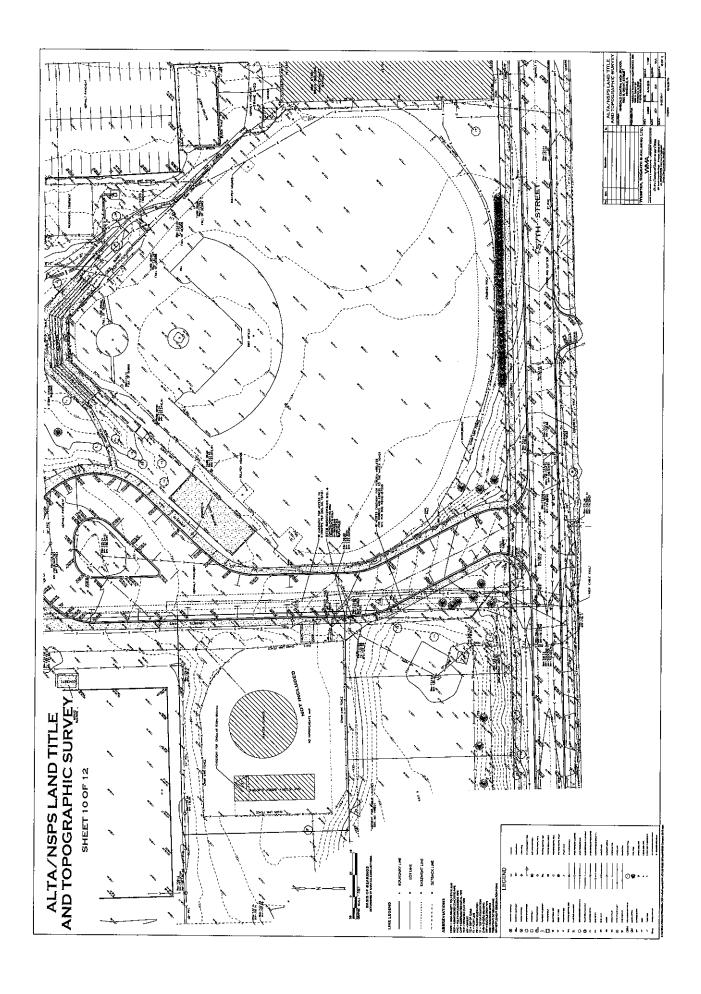


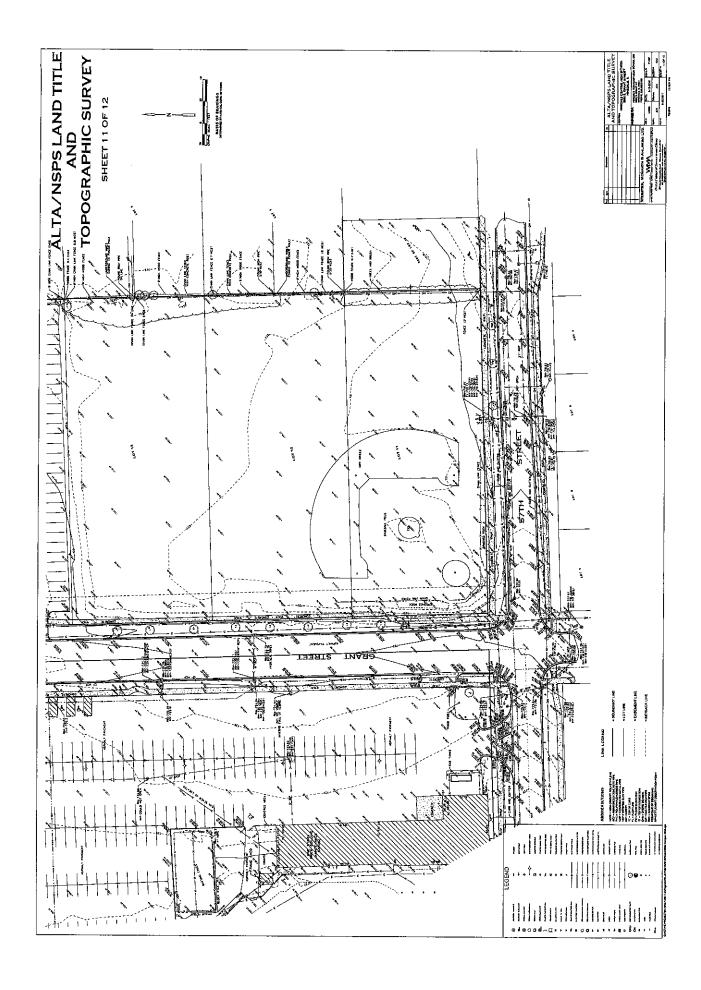












ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY SHEET 12 OF 12 FLDGO ZÓNE CLASSIPICATION

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TABLE OF COMPLIANCE

Address of subject property: 5500 South Grant Street							
The following table is based o	n the	IB	_Zoning District.				

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	350,000 SF	1,501,285 SF	NO CHANGE
Lot Depth	250'	1263'	NO CHANGE
Lot Width	200'	1252'	NO CHANGE
Building Height	50'	VARIES BUT 47'-6" MAX.	SEE ATTACHED
Number of Stories	NOT LISTED	2 STORIES	SEE ATTACHED
Front Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Corner Side Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Interior Side Yard Setback	25'	VARIES BUT > 25'	NO CHANGE
Rear Yard Setback	25'	NOT APPLICABLE	NOT APPLICABLE
Maximum Floor Area Ratio (F.A.R.)*	.50 / 750,643 SF	.34 / 511,098 SF	.36 / 542,303 SF
Maximum Total Building Coverage*	NOT LISTED	19% / 280,272 SF	20% / 301,642 SF
Maximum Total Lot Coverage*	NOT LISTED	81% / 1,221,013 SF	80% / 1,199,643 SF
Parking Requirements	P SS member of scall steen strike as new	Popularia de la constanta de l	
	882 STALLS	583 STALLS	NO CHANGE/REF. ORDINANCE NO. O2020-08
Parking front yard setback	35'	>35'	NO CHANGE
Parking corner side yard setback	35'	WITHIN SETBACK	NO CHANGE
Parking interior side yard setback	25'	>25'	NO CHANGE
Parking rear yard setback	25'	WITHIN SETBACK	NO CHANGE
Loading Requirements	(3)	(4)	NO CHANGE
Accessory Structure Information	SAME AS BUILDING EXCEPT IN REAR OR SIDE YARDS	WITHIN SETBACK	SEE ATTACHED

^{*} 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:	
SEE ATTACHED SHEET	

TABLE OF COMPLIANCE – ATTACHEMENT A

11/20/2020

- 1. Table of compliance is based on subject property lot west of Grant Street, Phase 2 projects only, unless noted otherwise below. Phase 1 work mentioned below is for reference only.
- 2. Building Heights
 - a. Fine Arts Addition 29'-0"
 - b. Student Services / Special Education Addition 31'-6"
- 3. Stories
 - a. Fine Arts Addition 1 1/2 Story
 - b. Student Services / Special Education Addition 2 Stories
- 4. Parking Lot Requirements: Existing subject property (High School occupancy) requires 882 stalls, currently has 583 stalls. Phase 1, Refer to Ordinance No. O2020-08.
- 5. The existing parking lot west of Grant Street is within the required 35' corner yard setback on Grant and 57th street frontages. Phase 1, Refer to Ordinance No. 02020-08.
- 6. The existing parking lot east of Grant Street is within the required 35' corner yard setback on Grant Street, and the 25' rear yard setback on the east property line of that subject property lot. Phase 1, Refer to Ordinance O2020-08.
- 7. Accessory Structures:
 - a. The existing home side (west) football field grandstands and press box are within the required 35' corner yard setback on Madison Street. The structures also exceed the 15' accessory building height limit.
 - i. Height
 - 1. Top of Existing Press Box structure is 23'-6"
 - 2. Top of Proposed Press Box structure is 22'-9"
 - 3. Existing and Proposed exceed the 15' accessory structure limit.
 - ii. Setback from Madison Street
 - 1. Existing Press Box structure is 4'-0" from the property line.
 - 2. Proposed Press Box structure is 5'-0" from the property line.
 - 3. Existing and Proposed are within the required 35' corner yard setback on Madison Street, and do not provide landscape or open space buffer.
 - b. Ticket Booth Proposed top of ticket booth 17'-0", exceeding the 15' accessory structure limit.
 - c. Parking lot light fixtures At the parking lot east of Grant Street
 - i. Existing non-conforming light fixtures at the existing parking lot are approximately 27'-6" tall. Proposed phase 2 work includes re-lamping the light fixtures, with the existing pole, base and structure to remain.
 - ii. At the new parking lot south extension part of phase 1 work (Refer to Ordinance O2020-08), parking lot light fixtures are proposed. Proposed phase 2 work includes new light fixtures to match to the existing adjacent pole height of 27'-6" (2'-6" concrete base and 25'-0" light fixture structure, for a total height of 27'-6"), exceeding the 15' accessory structure limit.
 - d. The existing soccer field player shelters and press box building are within the required 35' corner yard setback on Madison Street. The overall height of the press box structure

- exceeds the 15' accessory structure limit. Phase 1 work. Refer to Ordinance No. O2020-08.
- e. The Existing maintenance garage is within the required 35' corner yard set back on 57th street. NO work or proposed changes to this building in any phase of this project are contemplated at this time.