VILLAGE OF Linsdale Est. 1873

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/y6lcjgz8 Meeting ID: 897 9024 4471

Passcode: 323529

Dial in: 1 312 626 6799

ZONING BOARD OF APPEALS WEDNESDAY, January 20, 2021 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 December 16, 2020
- 4. APPROVAL OF FINAL DECISIONS None
- 5. RECEIPT OF APPEARANCES
- 6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE
- 7. PRE-HEARING AND AGENDA SETTING
 - a) V-07-20, 425 & 417 Elm Street
 - b) V-01-21, 428 East 55th Street
 - c) V-02-21, 33 South Garfield Avenue



MEETING AGENDA

- 8. PUBLIC HEARING
 - a) V-06-20, 5500 South Grant Street (Hinsdale Central High School)
- 9. NEW BUSINESS
- 10. OLD BUSINESS
- 11. ADJOURNMENT

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

www.villageofhinsdale.org

VILLAGE OF HINSDALE ZONING BOARD OF APPEALS MINUTES OF THE MEETING December 16, 2020

1. ROLL CALL

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

Absent: None

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

2. CALL TO ORDER

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, December 16, 2020 at 6:32 p.m., roll call was taken.

Chairman Neiman - Opening Remarks:

"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.

3. APPROVAL OF MINUTES

a) Meeting of November 18, 2020

Following a change to the draft minutes, Member Podliska moved to approve the draft minutes of November 18, 2020, as amended. Member Giltner seconded the motion.

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

NAYS: None ABSTAIN: None

ABSENT: None

Motion carried.

44·

4. APPROVAL OF FINAL DECISIONS

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

Following a correction to the draft final decision, Member Moberly moved to approve the draft final decision for V-05-20, 448 East Fourth Street, as amended. Member Giltner seconded the motion.

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

Neiman

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

5. RECEIPT OF APPEARANCES - None

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

7. PRE-HEARING AND AGENDA SETTING

a) V-06-20, 5500 South Grant Street (Hinsdale Central High School)

Chairman Neiman introduced the item. Mr. Nick Graal, project architect, Mr. Jason Oeskrep, Director of Facilities, and Director Dorothy McCarty, owners representative, were present to answer questions from the Board.

Mr. Graal addressed the Board stating this variation request is in regards to the Phase II community approved referendum project for Hinsdale Central High School. This phase of the project consists of four major components; a student services addition in courtyard, including special education classrooms; a fine arts addition in the old loading dock area; home football field home grandstand and press box improvements; and various site improvements with athletics and pavement replacements.

They are seeking relief for six key areas:

- 1. Grandstand and press box replacement off Madison Street of the existing accessory structure. The current and proposed new structure occupies the corner yard setback, relief to exceed the allowable height for an accessory structure, relief for landscape and screening requirements, and relief for outdoor activity area open space and buffer is requested. He noted they will need to remove the perimeter fencing for site access, and then replace it in-kind with galvanized chain link. Also requested is relief to install a new ticket booth structure, a small outbuilding requiring accessory structure height relief.
- 2. Varsity baseball field diamond installation of safety netting, replacing the existing chain link hooded backstop. Variance required for fence material and height relief. This is the same relief granted for Phase 1 on the junior varsity and varsity softball field.
- 3. Seeking site athletics fence installations or replacement at the junior varsity softball field to replace chain link fencing in kind, and installation of hooded

chain link safety backstops

- 4. Install chain link fencing in the outfield of the junior varsity baseball field to border the flat bottomed drainage basin at the north parking lots to protect field of play
- 5. Replace with in-kind chain link fencing two small sections about 5' feet each that flank the safety netting at the varsity baseball field
- 6. Install two new parking lot light fixtures to match current lighting requiring accessory lot height requirement relief

Chairman Neiman confirmed that all neighbors in the area, including apartment tenants, will receive notice of the football field grandstand and press box changes. In response to additional questions from the Chair, Mr. Graal explained that the grandstand is being replaced as a result of the District 86 Health and Safety survey findings that indicate it is at end of its useful life; the structure is rusted and there is no wheelchair accessibility. The new grandstand will provide code compliant seating, pathways and ramps. The proposed press box will be shorter than the current structure, and existing bleachers do not meet current guidelines for site lines. Mr. Graal explained this structure cannot be moved further west because of the geometry of the project, and the encroachments would increase in order to keep the existing seat count.

With respect to the exception from screening requirements, Mr. Graal said this is not a change, but a request to continue the existing non-conformity. Regarding the increased height of the parking lot lighting, Mr. Graal explained this is to provide the appropriate light coverage. They tried lower fixtures, and adding fixtures, but could not get the correct light levels. The District wants them for safety and supervision. Mr. Graal noted the new lights will match the existing lights in the lot, which are a 20 year old existing non-conformity. Discussion followed regarding the other variation requests that result primarily to replace existing non-conformities.

Additional discussion on the parking lot lighting indicated that the lights can be turned off when activities conclude. They are currently programmed to dim to half illumination at 11:00 p.m. Ms. McCarty described ongoing communication with area neighbors about the project timeline and area impacts using general mailings, and website updates.

Chairman Neiman reminded the Board that there are slightly different standards of approval, a modified lower threshold, when intergovernmental agencies are applying for variations; there is a. He asked that the memo from the Village Attorney on this be included for the Board in their next packet.

8. PUBLIC HEARING - None

9. NEW BUSINESS

Member Podliska asked for clarification regarding final authority with respect to the variations requested by the high school. Mr. McGinnis said all matters regarding fencing, materials, and setbacks are final at the ZBA, all others are recommendations to the Village Board. Zoning Board of Appeals Meeting December 16, 2020 Page 4 of 4

Christine M. Bruton

252627

1	10. OLD BUSINESS
2	a) V-03-20, 329 East Sixth Street
3	Mr. McGinnis notified the Board that the applicant in this matter has withdrawn
4	their application, adding that no variation is necessary to underpin the existing
5	garage.
6	
7	11. ADJOURNMENT
8	With no further business before the Zoning Board of Appeals, Member Podliska
9	made a motion to adjourn the regularly scheduled meeting of the Zoning
10	Board of Appeals of December 16, 2020. Member Alesia seconded the motion.
11 12	AYES: Members Moberly, Alesia Giltner, Murphy, Lee, Podliska and Chairman
13	Neiman
14	NAYS: None
15	ABSTAIN: None
16	ABSENT: None
17	
18	Motion carried.
19	
20	Chairman Neiman declared the meeting adjourned at 7:19 p.m.
21	
22	
23 24	Approved:
24	

MEMORANDUM

TO:

Chairman Neiman and Members of the Zoning Board of Appeals

FROM:

Robert McGinnis MCP

Director of Community Development/Building Commissioner

DATE:

December 16, 2020

RE:

Zoning Variation – V-07-20; 425 S. Elm Street

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 purchase the property located next door at 417 S. Elm Street and consolidate the lots. The specific request is for 5.83' of relief.

The applicant in this case wants to purchase the vacant lot at 417 S. Elm Street and consolidate it with the lot they currently own at 425 S. Elm Street. Because the width of the 425 property would increase, the required side yard setbacks increase as well. Although the house is not moving on the 425 lot, the minimum side yard requirement would go from 8.09' (as it is currently a legal non-conforming lot) to 15.38'. It should be noted that the consolidation, if approved, would reduce the overall degree of non-conformity of the lot by increasing the lot width and lot area.

This property is a legal non-conforming located in the R-1 Residential District in the Village of Hinsdale and is located on the east side of Elm Street between 4th and 6th Street. The property is irregular and contains approximately 11,570 square feet of lot area. The maximum permitted FAR is approximately 3,977sf., the maximum permitted Lot Coverage is approximately 5,785 sf., and the maximum allowable Building Coverage is approximately 2,892 sf..

CC:

Kathleen A. Gargano, Village Manager Zoning file V-07-20



19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF (10) COPIES (All materials to be collated) FILING FEES: \$850.00

Name of Applicant(s): Michael Abraham Architecture
Address of Subject Property: 425 3 417 S. Em Street
If Applicant is not property owner, Applicant's relationship to property owner:
FOR OFFICE USE ONLY
Date Received: 12/14/20 CB Zoning Calendar No. V-07-20
PAYMENT INFORMATION: Check # Check Amount \$

Owner. Name, mailing address, telephone number and email address of owner:
Name: Steve Suzi Groctsema
Address: 425 3. Elm Hinschale IL 60521
Telephone: mail:
2. Trustee Disclosure. In the case of a land trust provide the name, address, telephore
number and email address of all trustees and beneficiaries of the trust:
Name:
Address:
Telephone:email:
3. Applicant. Name, address, telephone number and email address of applicant, if different from owner: Name: Michael Abraham Architecture (Janua Edelmayer Address: 148 Burlington Ave Clarendon Hills IL Cost4 Telephone: 6306559417 × 303 email: Je @michael .abraham. Com 4. Subject Property. Address, PIN Number, and legal description of the subject property. Use separate shoot for legal description.
property, use separate sheet for legal description, if necessary. PIN Number: 4255. Em 3 417 5. Elm
0912225005 0912225004
5. Consultants. Name and address of each professional consultant advising applicant with respect to this application: a. Attorney: b. Engineer: C. Architect: Michael Abraham Architecture d. Contractor: Mark Hickman Homes

Village of Hindsale Application for Variation pg. 2

SECTION 1- NAME & CONTACT INFORMATION





U.	with the village with t
	an interest in the Owner, the Applicant, or the Subject Property, and the nature and
	extent of that interest:
	a
	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.

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

- 8. <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.
- 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.
- 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.
- 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.
- 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.

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:

<u>Title</u> . acqui	Evidence of title or other interest you have in the Subject Project, date of sition of such interest, and the specific nature of such interest.
<u>Ordin</u> variat	ance Provision. The specific provisions of the Zoning Ordinance from which a ion is sought:
	SEE ATTACHED
*	
require	ion Sought. The precise variation being sought, the purpose therefor, and the ic feature or features of the proposed use, construction, or development that e a variation: (Attach separate sheet if additional space is needed.)
	Im Variation A state was to file
constru eedec	<u>Im Variation</u> . A statement of the minimum variation of the provisions of the Ordinance that would be necessary to permit the proposed use, action, or development: (Attach separate sheet if additional space is i.)

Village of Hindsale Application for Variation pg. 4

- Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
 - (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
 - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
 - (c) <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) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
 - (f) <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) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.

 (Attach separate sheet if additional space is needed.)

See Attached	

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.

 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. The architect or land surveyor needs to provide zoning information concerning the
existing zoning; for example, building coverage, distance to property lines, and floor
area ratio calculations and data on the plans or supplemental documents for the
proposed improvements.

SECTION IV

- 1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of \$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.

Name of Applicant: Jema Edelmayer	Michael Abraham Architecture
Signature of Applicant:	
Date: 12.9.2020	

MICHAEL - ABRAHAM ARCHITECTURE

148 BURLINGTON STREET CLARENDON HILLS, ILLINOIS. 60514 PHONE (630) 655.9417 FAX (630) 655.9421

425 & 417 S Elm Street, Hinsdale, IL

December 9, 2020

Variation Request Section I

9. Existing Zoning

The existing zoning is R1 with single-family detached use for the subject property. All properties and uses within a 250-foot radius of the subject property are zoned R1 single-family detached use. The principal structure is a pre-code structure dating back to the early 1920's. All of the existing structures on the property meet the current zoning requirements for that lot. The subject property falls within the Robbins Park Historic District.

10. Conformity

The homeowner of 425 S. Elm wants to purchase the vacant lot of 417 S. Elm and combine the two properties into one. Both properties at this time are non-conforming lots by the Village standards. If the requested lot consolidation was confirmed by the village, the new interior side-yard setbacks that would be imposed on the new ,wider, lot would have the existing principle structure projecting into the interior side yard setback by 5'-10". By granting a variation request to move the interior side-yard setback to the edge of the existing residence, it will increase the overall conformity with the Village Official Comprehensive Plan and the Official Map for the subject property and also remove one non-conforming lot.

11. Zoning Standard

We seek one variation to the Hinsdale Zoning Code: 3-110D.2ii Minimum side yards, interior side. Conformity with these provisions is not possible as the building is an existing structure. We are not seeking to make any changes to the south side of the structure that will now be project into the new side-yard setbacks that are created from the lot consolidation. We are simply seeking to consolidate the lots (425 & 417) and bring the existing principle structure into compliance while doing so.

12. Successive Application

To the best of our knowledge, no successive application has ever been filed for this request.

Section II

2. Ordinance Provision

We seek one variation to the Hinsdale Zoning Code: 3-110D.2ii Minimum side yards, interior side.

3. Variations Sought

Variation (1): 3-110D.2ii Minimum side yards, interior side:

We seek to decrease the interior side yard setback along the south property line to accommodate the existing principle structures location on the lot. a height increase above the current maximum allowed. The current allowable minimum side yard setback is 10'-or- 6' plus 10% of the lot width in excess of 50', whichever is more.

4. Minimum Variation

Variation (1): 3-110D.2ii Minimum side yards, interior side:

The variation required is a decrease of 5'-10", from 15.38' to 9.55', of the minimum required side-yard setback. This places the interior setback at the existing extent of the principle structure on the south side. Any new structures that would be built in the future would be required to maintain the new interior side-yard setback of 15.38' that will be created with the lot consolidation.

5. Standards for Variation

(a) Unique Physical Condition:

The existing principle structure at 425 S Elm as stated before is from the 1920's and the current homeowners have been undergoing an interior renovation and exterior preservation of the home. The red brick and slate roof structure will continue to contribute to the historic character of the neighborhood for years to come because the homeowners have been dedicated thus far to keeping its charm. The variation in which we seek will not impact or change anything already existing on the home.

(b) Not Self-Created

The aforesaid unique physical condition as stated in 5(a) above is not a result of any action or inaction of the owner, or of the owner's predecessors in the title. The location of the principle structure on the lot has existed prior to the time of the enactment of the provisions from which we seek a variation.

(c) Denied Substantial Rights

It is currently in the homeowners right to buy the property at 417 S. Elm, but with a denial of this variance request, it would deny the homeowners the right to consolidate the two properties into one. This is due to the existing structure not meeting the provisions on which we seek variation.

(d) Not Merely Special Privilege

The requested variation is not merely special privilege or an additional right for the occupant to enjoy. The variation requested would be to the benefit of the Village of

Hinsdale as it would bring the existing pre-code structure to meet the current zoning code.

(e) Code and Plan Purposes

The variation will not result in use or development of the subject property causing discord with the general and specific purposes, which the code and the provision - from which a variation is sought - were enacted, or from the general purpose and intent of the Official Comprehensive Plan.

(f) Essential Character of the Area

- (1) The variation will not 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.
- (2) The variation will not materially impair an adequate supply of light and air to the properties and improvements in the vicinity.
- (3) The variation will not substantially increase congestion in the public streets due to traffic or parking.
- (4) The variation will not unduly increase the danger of flood or fire.
- (5) The variation will not unduly tax public utilities and facilities in the area.
- (6) The variation will not endanger the public health or safety.

(g) No Other Remedy

As stated above, the existing structure will remain in place and there will be no additions or modifications to the south side of the existing structure. We are looking to meet current setback codes. The variations to the code being requested are not more then what is existing.

If there are other items that are in need of clarification please call me. Jenna Edelmayer
Michael Abraham Architecture
630.655.9417 ext. 303

425/417 S. Elm Street - Properties in a 250' Radius

<u>Owner</u>	<u>PIN</u>	Property Address	
Rebrag Inc (current owners)	912225004	417 S. Elm Street	Hinsdale, IL 60521
Bridgeview Bank Trust	912225002	411 S. Elm Street	Hinsdale, IL 60521
Bridgeview Bank Trust	912225007	411 S. Elm Street	Hinsdale, IL 60521
Gregory & Kathleen Lazarus	912224007	424 S. Elm Street	Hinsdale, IL 60521
Christina & Samuel Eddins	912224005	202 E. 4th Street	Hinsdale, IL 60521
J & B Johannesen Trust	912224006	222 E. 4th Street	Hinsdale, IL 60521
Mary Carol Grabill Trust	912225001	310 E. 4th Street	Hinsdale, IL 60521
Robert & Barbara Early	912225006	320 E. 4th Street	Hinsdale, IL 60521
Christopher & Jacqueline Stent Trust	912224010	231 E. 6th Street	Hinsdale, IL 60521
Brad & Kathleen Fralich	912225010	303 E. 6th Street	Hinsdale, IL 60521
Laurene K McMahon Trust	912225011	311 E. 6th Street	Hinsdale, IL 60521
Janet E M Lauerman Trust	912225012	319 E. 6th Street	Hinsdale, IL 60521
Jennifer & Neal Reenan	912225018	329 E. 6th Street	Hinsdale, IL 60521
James & Nancy Dugan	912225015	540 S. Oak Street	Hinsdale, IL 60521
James & Nancy Dugan	912225013	540 S. Oak Street	Hinsdale, IL 60521
J Jordan Homes LLC	912225009	504 S. Oak Street	Hinsdale, IL 60521
Hassaballa Family Trust	912225017	422 S. Oak Street	Hinsdale, IL 60521



December 7, 2020

Village of Hinsdale Building Commissioner 19 E. Chicago Avenue Hinsdale, IL 60521

Re: Lot Consolidation of 417 and 425 S. Elm Street

To whom it may concern:

The purpose of this letter is to confirm the statements below for informational purposes and for inclusion in the Variance Packet to be submitted to the Village of Hinsdale.

The Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust is the current owner of 425 S. Elm Street (PIN: 09-12-225-005), having purchased that property on November 15, 2019.

Additionally, the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust is currently under contract to purchase the vacant neighboring property, commonly known as 417 S. Elm Street (PIN: 09-12-225-004), from Rebrag, Inc., the property's current owner.

The Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust is requesting to consolidate the two lots to create a new lot inclusive of the variance requested.

Upon approval of the consolidation and variance, the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust intends to close on the purchase of the 417 S. Elm Street property and move forward with the improvements shown on the supplemental plans.

Thank you for your consideration.

On behalf of Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust, current owner of 425 S. Elm and contract purchaser of 417 S. Elm:

Steven R. Groetsema

On behalf of Rebrag, Inc., current owner and contract seller of 417 S. Elm:

James Garber
Jim Barber



Corporate Headquarters 1530 East Dundee Road, Suite 250, Palatine, Illinois 60074

January 14, 2020

Renee B. Ciesla 1755 S. Naperville Road, Suite 100 Wheaton, IL 60189

PT File No.: PT19-53790

RE: Purchase of 425 S. Elm Street, Hinsdale, IL 60521

Dear Renee:

In connection with the recent Purchase of the above-referenced property, please find enclosed the following items for your records:

1. Original Trustee's Deed

Final Owner's Title Insurance Policy No. 7230600-218702426.

We appreciate the opportunity to be of service to you, and if you need any further assistance, please do not hesitate to contact us.

Sincerely,

Proper Title, LLC Policy Production Department

(630)590-9088

Encl.



Policy No.: 130472-2-PT19-53790-2020-7230600-218702426

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

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

COVERED RISKS

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

- Title being vested other than as stated in Schedule A.
- Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise Invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii)a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid,
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.

- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or Intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed



or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Proper Title, LLC 1530 East Dundee Rd Ste 250 Palatine, IL 60074 Tel:847-603-2525 Fax:



By:

President

Attest:

Secretary

EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land:
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this

policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

7230600 ALTA Owners Policy 06/17/2006_306_NS
Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
 - (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization:
- (C) successors to an Insured by its conversion to another kind of Entity;
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters

insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

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

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a)In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the



action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

(a)To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b)In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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



ALTA Owners Policy 06/17/2006_306_NS

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY **ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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

SEVERABILITY

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

CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b)Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, 32232-5023.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

<u>Browsing Information</u>. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

<u>Use of Personal Information</u>

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

Anselmo Lindberg & Associates, LLC as an Agent for Chicago Title Insurance Company 1771 W. Diehl Rd, Ste#120, Naperville, IL 60563

SCHEDULE A

File No.:

PT19-53790

Policy No.: 7230600-218702426 Amount of Insurance: \$1,290,000.00

Premium: \$3,900.00

Date of Policy: December 9, 2019 at 04:03 PM

1. Name of Insured:

Steven R. Groetsema and Suzanne M. Groetsema, Co-Trustees of the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust Agreement dated January 11, 2016

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Steven R. Groetsema and Suzanne M. Groetsema, Co-Trustees of the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust Agreement dated January 11, 2016

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

SEE SCHEDULE C ATTACHED HERETO

Proper Title, LLC

David E. Garside

Anselmo Lindberg & Associates, LLC as an Agent for Chicago Title Insurance Company 1771 W. Diehl Rd, Ste#120, Naperville, IL 60563

SCHEDULE B

File No.: PT19-53790 Policy No.: 7230600-218702426

EXCEPTIONS FROM COVERAGE

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

1. The lien of taxes for the year 2019 and thereafter.

Permanent Index Number: 09-12-225-005-0000

The first installment of 2018 taxes in the amount of \$12,526.45, has been posted paid.

The second installment of 2018 taxes in the amount of \$12,526.45, has been posted paid.

Taxes for the year 2019 and thereafter, are not yet due, payable or delinquent.

- 2. The terms, powers, provisions and limitations of the trust under which title to said land is held.
- 3. Covenant with Village of hinsdale by Carol Sopkowicz Regarding installation of a lawn sprinkler system, recorded march 6, 2002 as document R20002-065631, and the terms and conditions contained therein.
- 4. Consequences of failure of the fence to conform with the lot line.
- 5. Mortgage from Steven R. Groetsema and Suzanne M. Groetsema, Co-Trustees of the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust Agreement dated January 11, 2016 to BMO Harris Bank, N.A. dated November 15, 2019, filed for record on December 9, 2019 at 4:03:00 PM in Document Number R2019-114248, in the principal sum of \$1,032,000.00.

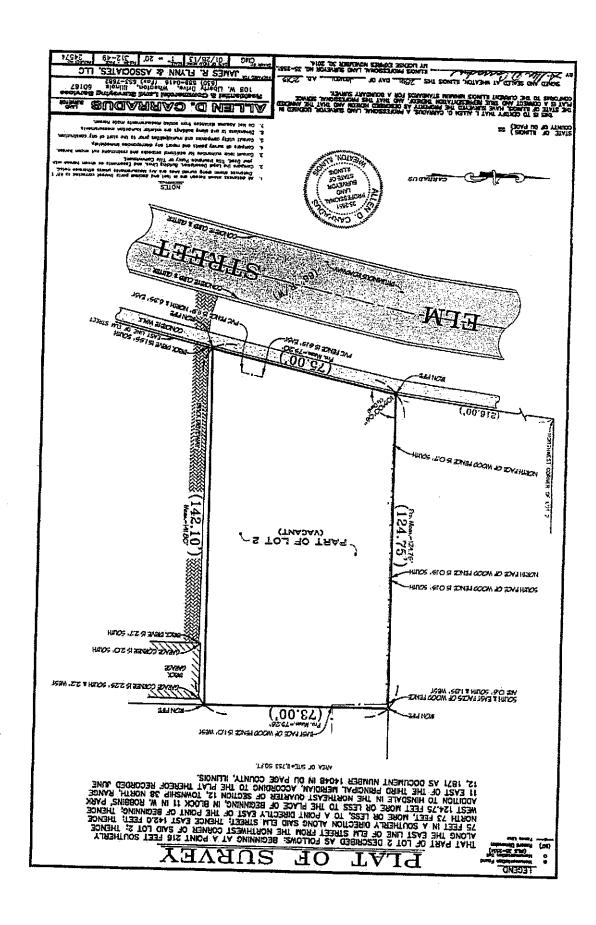
Anselmo Lindberg & Associates, LLC as an Agent for Chicago Title Insurance Company 1771 W. Diehl Rd, Ste#120, Naperville, IL 60563

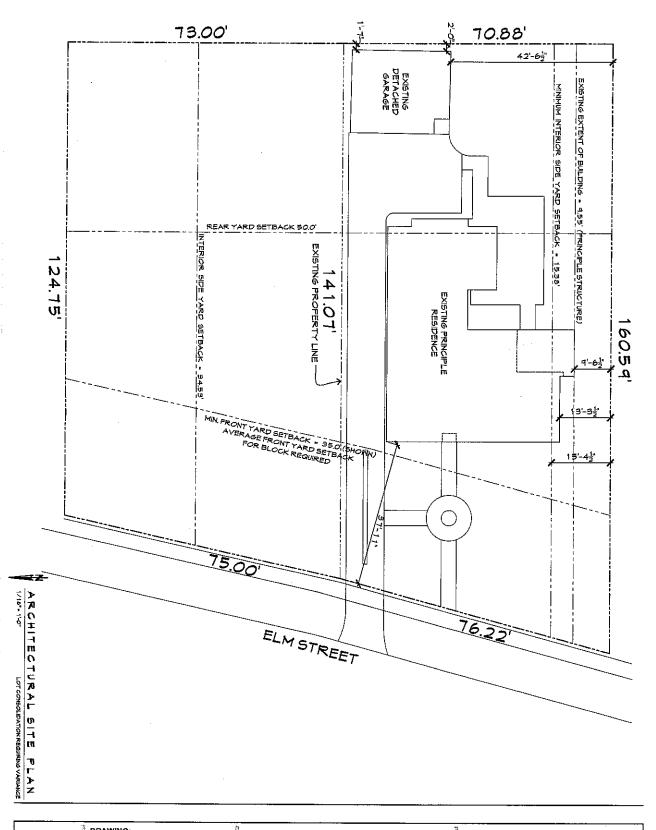
SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

Lot 2 (except the North 291 feet, measured along the West Line thereof and except the East 64.1 feet); also lot 3 (except the South 200 feet, measured along the West Line thereof and except the East 64.1 feet thereof) in Block 11 in W. Robbin's Park addition to Hinsdale, being a subdivision of the south 1/2 of the north east 1/4 and of the north 1/2 of the north 1/2 of the South East 1/4 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.





DRAWING: Lot Consolid. Arch. Site Plan Variance DATE: 12.9.2020 PROJECT NO: 19029

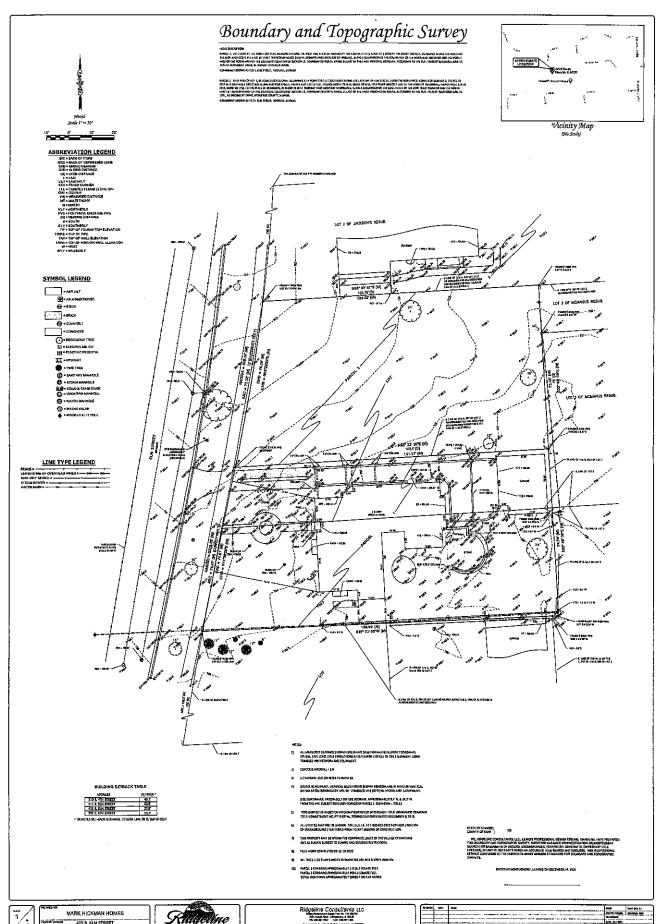
Groetsema Residence

425 & 417 S. Eim Street Hinsdale, IL

P 630.655.9417

MICHAEL ABRAHAM ARCHITECTURE

michael . a by a h a m . o o m







MEMORANDUM

DATE:

January 6, 2021

TO:

Chairman Neiman & Members of the Zoning Board of Appeals

CC:

Christine Bruton, Village Clerk

FROM:

Robert McGinnis, MCP

Director of Community Development/Building Commissioner

RE:

Zoning Variation – V-01-21; 428 E. 55th

In this application for variation, the applicant requests relief from the Minimum Lot Area and Lot Depth requirements set forth in section 10-105: Legal Non-Conforming Lots of Record, in order to create a buildable lot. The specific request is for 2,864 square feet of lot area and 43' of Lot Depth. Additionally, the applicant is requesting Front Yard Setback relief set forth in section 3-110(I)(8) in order to construct a new single family home. The specific request is for 13.25' feet of relief.

The intention of the applicant is to obtain the relief required to meet the minimum standards set forth in section 10-105 in order to break out a currently vacant Lot of Record at 428 E. 55th Street. The applicant currently resides in a home on an abutting lot at 5500 S. County Line Road.

It should be noted that due to the degree of relief needed, the request for Lot Area and Lot Depth will need to move on to the Board of Trustees as a recommendation, as ZBA authority is limited to 10%.

This property is located in the R3 Residential Zoning District in the Village of Hinsdale and is located on the south side of 55th Street between County Line Road and Oak Street. The property has a frontage of approximately 148', a depth of approximately 82', and a total square footage of approximately 12,136. The maximum FAR is .24 plus 1,200 or 4,112 square feet, the maximum Building Coverage is 25% or 3,034 square feet, and the maximum Total Lot Coverage is 50% or 6,068 square feet.

CC:

Kathleen Gargano, Village Manager

Zoning file V-01-21



19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF (10) COPIES (All materials to be collated) FILING FEES: \$850.00

Name of Applicant(s):						
Address of Subject Property: <u>428 E 55th st/ 5500 S County Line Rd</u> Hinsdale, IL 60521						
If Applicant is not property owner, Applicant's relationship to property owner:						
FOR OFFICE USE ONLY						
Date Received: 16/21 CB Zoning Calendar No. V-01-21						
PAYMENT INFORMATION: Check # Check Amount \$						

SECTION 1- NAME & CONTACT INFORMATION

1. <u>Owner</u> . Name, mailing address, telephone number and email address of owner:
Name: Mahesh Patel
Address: 5500 S County Line Rd, Hinsdale, IL 60521
Telephoneemail:email:
2. <u>Trustee Disclosure</u> . In the case of a land trust provide the name, address, telephone
number and email address of all trustees and beneficiaries of the trust:
Name: N/A
Address:
Telephone:email:
3. <u>Applicant</u> . Name, address, telephone number and email address of applicant, if
different from owner:
Name:
Address:
Telephone:email:email
4. <u>Subject Property</u> . Address, PIN Number, and legal description of the subject
property, use separate sheet for legal description, if necessary.
PIN Number:09-13-207-053
LOT 2 IN AVGARES RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORD
TO THE PLAT DOC# R83-13639 IN DUPAGE COUNTY , IL
5. <u>Consultants</u> . Name and address of each professional consultant advising applicant with respect to this application:
a. Attorney:
b. Engineer:
c. Architect: Mahesh Patel (Owner)
d. Contractor:

pg. 2



υ.	AIII	iage reisuiii	<u>161</u> . IV	iailie aliu a	uuress c	n any or	incer or e	mployee	or me	village	with
	an	interest in the	e Owr	ner, the App	olicant, c	r the S	ubject Pro	operty, ar	nd the	nature	and
	ext	tent of that int	erest:								
	a.	N/A									
	b.		·								

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

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

SECTION II

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

1.	<u>little.</u> Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2.	Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:
	Zoning>Chapter 3 Single Family >3-110 Bulk requirements>
	C Minimum lot area and dimensions>
	C.1 Total Lot Area, C.2 Lot area per unit & C.4 Lot depth
	D.1 Front Yard
3.	<u>Variation Sought</u> . The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)
3-1	10C(1) Required total lot area of 15,000 sf; Proposed lot is 12,136 sf, need 2,864 sf relied
3-1	10C(4) code requires a lot depth of 125'. Proposed is 82'. Need 43' of relief.
3-1	10l(8) code requires a 48.25' front yard setback. Proposed is 35.0'. Need 13.25' of relief
4.	Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.) Variation sought is minimum variation.
	All other zoning requirements will be met.
	Proposing a single family home on the vacant lot. It will be 2 story frame construction
	in modern farmhouse style.

- 5. <u>Standards for Variation</u>. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
 - (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
 - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
 - (c) <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) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project. (Attach separate sheet if additional space is needed.)

Lot for 428 E 55th st is oriented differently, this unique physical condition of lot creates non conformity that can only be addressed by a variance request.

Without the variance approval, the 148' X 82' (.28 acre) Lot will remain as unusable, un-manicured, wooded lot. With the approval for variance for lot size, lot depth and front setback, a new home can be designed that will meet all other zoning

requirements, and improve the home values for the surrounding homes without any adverse effects.

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.

The architect or land surveyor needs to provide zoning information concerning the
existing zoning; for example, building coverage, distance to property lines, and floor
area ratio calculations and data on the plans or supplemental documents for the
proposed improvements.

SECTION IV

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

Name of Applicant:	MAHESH PATEL	
Signature of Applicant:	Mahlel	
Date: 10/22/2020		

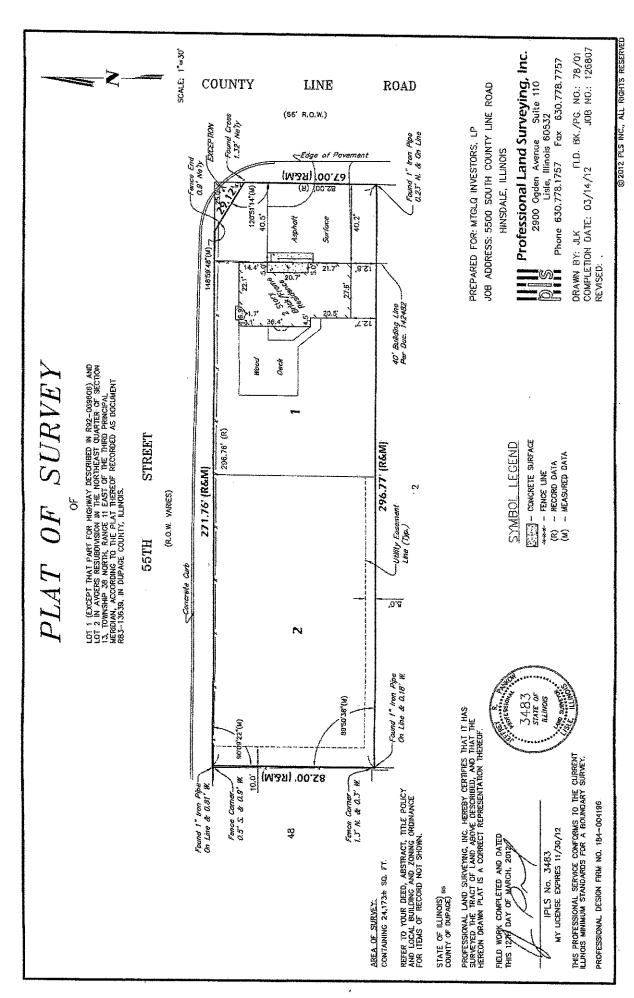
List of attachments

Following documents are attached as required by the variance application.

Section 1	
1.7 Neighboring Owners list	– 1 page
1.8 Plat of Survey	– 2 pages
1.9 Existing Zoning	-1 page
1.10 Conformity	-1 page
1.11 Zoning Standards	– 2 pages
Section II	
2.1 Title	-1 page
2.5 Standards for Variation	– 6 pages
Section III	
3.1 Preliminary architectural drawings	- 5 pages

1.7 Neighboring Owners list List of owners within 250 ft of 428 E 55th st

Property Address:		Owner:
424 E 55TH ST	Hinsdale, IL 60521	OLAITAN, OYEDOLAMU & A
420 E 55TH ST	Hinsdale, IL 60521	SZAFRAN, JOHN & GRACE
5500 S COUNTY LINE RD	Hinsdale, IL 60521	PATEL, MAHESH (Applicant)
5502 S COUNTY LINE RD	Hinsdale, IL 60521	MURRAY, JIM L
5510 S COUNTY LINE RD	Hinsdale, IL 60521	BAJRAKTARI, ARXHEND & L
5512 S COUNTY LINE RD	Hinsdale, IL 60521	KAPLAREVIC, ZORAN & SNEZANA
5505 S OAK ST	Hinsdale, IL 60521	LUU, AINGOC TR
5507 S OAK ST	Hinsdale, IL 60521	MIKES, PATRICIA S TR
5509 S OAK ST	Hinsdale, IL 60521	DUKLER, MARTIN A & M



1.8 PLAT OF SURVEY

Not to Scale

EXCE Four 1.32 Found 1" Iron Pipe Fence End 0.9' Ne'ly 67.00¹(R&M) (되) '00.S8 120°51'14"(M) Asphalt Surface 148°59'48"(M) 14.4' 0 5.0' 21.7' - SUBSTANTA 22.1 27.6 3.1 20.5 40' Building Line Per Doc. 142482 Wood Deck -76'-1" LOT 1 296.76' (R) 296.77' (R&M) 271.76' (R&M) ¢ 16-0" 16. SIDE SEĻBYCK 8 —Utility Easement Line (Typ.) 34.-6" PROPOSED SETBACK 35 FRONT SETBACK
35 FRONT SETBACK
WILLDABLE AREA
1167222 5' UTILITY EASEMENT 25' REAR SETBACK Concrete Curb PROPOSED RESIDENCE 97'-6" X 22' LOT 2 32:-0.. -Found 1" Iron Pipe On Line & 0.18' W. 89°50'38"(M) 90°09'22"(M) 16' SIDE SETBACK 10' UTILITY EASÈMENT (M&A) '00.28

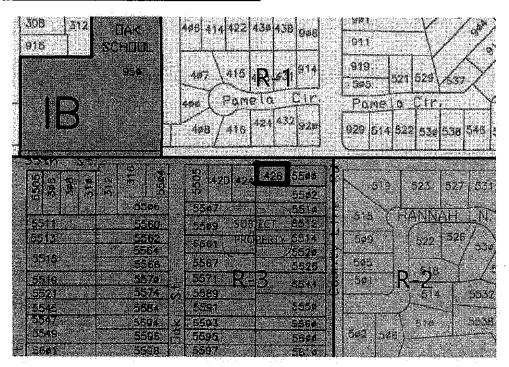
STREET

55TH

(R.O.W. VARIES)

1.8 PLAT OF SURVEY SHOWING PROPOSED RESIDENCE ON LOT 2 NOT TO SCALE

1.9 Existing Zoning:

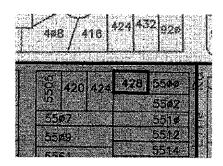


428 E 55TH ST, HINSDALE, IL IS IN R-3 SINGLE FAMILY ZONING DISTRICT

As per the current Village of Hinsdale zoning plan of 2020, 428 E 55th street, Hinsdale, IL is in R-3 Single-Family Residential Zoning District.

1.10 CONFORMITY STATEMENT:

The subject property (428 E 55th St) & existing lot for 5500 S County Line Rd, are exceptional as compared to other lots subject to the same provision by reason of **unique physical condition** and as a result has a substandard shape and size. (Both lots are oriented parallel to 55th street as opposed to being oriented perpendicular to 55th street, like other lots)



Minimum Lot depth:

R-3 minimum lot depth is 125', lot for 428 E 55th street has depth of 82'.

Required variance relief of (125'-82'=) 43'

Minimum lot area:

R-3 zoning requires 15,000 sq.ft as minimum lot area. Lot for 428 E 55^{th} street has lot area of 12,136 sq.ft

Required variance relief of (15,000 sq.ft. -12,136 sq.ft. =) 2,864 sq.ft.

Minimum front setback:

R-3 zoning requires larger of 35' ft or block average (which is 48.25' in this case).

Proposed front setback is 35'

Required variance relief of (48.25" estimated-30' =) 13.25'

-All other zoning restrictions will be complied with.

Following is a list of a few other homes on the immediate south side of 55th street in the R-3 Zoning with lot size less than 15,000 sf and front setback of 35'.

Address	Lot Size	Front Setback
4 W 55th	12204.76	35'
28 E 55th	12213.63	35' -
32 E 55th	12153.68	35'

1.11 Zoning Standards:

428 E 55TH ST, HISNDALE, IL 60521 is within R-3 Single family zoning district.

Variance is sought for lot depth and lot size due to unique physical condition. All of the other zoning standards will be complied with.

Hinsdale R-3				
Bluk				
Regulations:		D 2		
		R-3 requirements	PROPOSED 428 E 55TH ST	
A. Maximum height		30'	Equal to or Below 30'	COMPLY
B. Maximum elevation:		40'	Equal to or Below 35'	COMPLY
C. Minimum lot area and dimensions				
	Total lot area (square feet)	15,000	12,136	VARIANCE NEEDED
	Lot area per unit (square feet)	15,000	12,136	VARIANCE NEEDED
	Lot width:			
	Interior lot	70'	148'	COMPLY
<u>,,,</u>	Lot depth	125'	82'(does not comply, due to orientation)	VARIANCE NEEDED
D. Minimum yards:				
	Front	Greater of 35' Or Block average (48.25')	35'	VARIANCE NEEDED
	Minimum side yards:			
	Interior side	8' or 6' plus 10% of lot width in excess of 50', whichever is more 6'+10%(148-50) = 15.8'	16'	COMPLY
	Rear	25'	25'	COMPLY

		•		
E. Maximum	Lots with a total	0.24 plus 1,200 square	4112.1	COMPLY
floor area	lot area equal to or	feet (=1200+(0.24*148*82)	4112.1	CONIPLY
ratio:	greater than	=4112.64 sq.ft MAX		
	10,000 square feet			
	but not greater			
	than 20,000			
	square feet			
F. Maximum				
building				
coverage:	Marinauna	250//- 25#140#02)-2024	2405.40	COMPLY
	Maximum combined total	25%(=.25*148*82)=3034 sq.ft MAX	2105.48	COMPLY
	principal and	SY.IT IVIAA	•	
	accessory uses			
G. Maximum		50%(=.50*148*82)= 6068	5227.61	COMPLY
lot coverage		sqft MAX		
	I			
•				
			•	
				*
			4	

1.11 Zoning Standards:

Existing Zoning Analysis of 5500 S County Line Road – House on the lot# 1. (Excluding lot#2)

Hinsdale R-3 Bluk Regulations:			
		R-3 requirements	EXISTING 5500 S COUNTY LINE
A. Maximum height		30'	18'
B. Maximum elevation:		40'	30'
C. Minimum lot area and dimensions			
	Total lot area (square feet)	15,000	12,023.6 sq ft
	Lot area per unit (square feet)	15,000	12,023.6 sq ft
	Lot width:		
	Corner Lot	80'	82'
	Lot depth	125'	148.75'
D. Minimum yards:	7		
	Front	35'	40.2'
	Minimum side yards:		
	Corner side	35'	12.5'
L	<u> </u>		

	Interior side	8'	12.66'
	Corner lot Rear	25'	76.25'
E. Maximum floor area ratio:	Lots with a total lot area equal to or greater than 10,000 square feet but not greater than 20,000 square feet	(=1200+.24*12023.6) = 4085.66 Max	(First floor = 1654.57 sq ft, Second floor = 998.373 sq ft) Total 2,653 sq.ft.
F. Maximum building coverage:			
	Maximum combined total principal and accessory uses	25%(=.25*12023.6=3005.9 sq.ft Max)	1758.34 sq ft, including 100 sqft front porch
G. Maximum lot coverage		50%(=.50*12023.6 = 6011.8 sqft Max)	1758.34 sq ft, (including 100 sqft front porch) + 1594.69 sq ft (driveway & walkway) + 0 sqft of 1019.5 sq ft rear Deck) Total = 3353,03 sqft.

QUIT CLAIM DEED

KNOWN ALL MEN BY THESE PRESENT. that Andrzei Powroznik, Barbara Powroznik, AND Andrzej Powroznik, as Trustee under Trust Agreement Dated February 11, 2009 and any amendments thereto known as the Andrzei Powroznik Revocable Trust, the Grantors, for and in consideration of One Dollar (\$1,00) and other good and valuable consideration, the receipt of which is hereby acknowledged. hereby CONVEY **OUITCLAIM** by Quitclaim Deed to Mahesh Patel, the Grantee any and all of Grantors' rights, title and interest in the following described real estate, situated in DuPage County, Illinois, to wit:

FRED BUCHOLZ

DUPAGE COUNTY RECORDER SEP. 06, 2018 RHSP 1:34 PM QCD S40.00 09-13-207-046

002 PAGES R2018-083946

Above Space for Recorder's Use Only

Lot 1 (except that part for highway described in R92-069606) and Lot 2 in Avgeris Resubdivision in the Northeast Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded as Document R83-13639, in DuPage County, Illinois.

Permanent Index Numbers: 09-13-207-046 and 09-13-207-050

Address of Real Estate:

5300 South County Line Road, Hinsdale, Illinois 60521

5500 South County Line Road, Hinsdale, Illinois * correct addres

Subject to any and all covenants, conditions, easements, restrictions and other matters of record.

TO HAVE AND TO HOLD the above granted premises with appurtenances thereto unto Grantee. its successors or assigns, forever. Said Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS	WHEREOF.	the Grantor	caused its	name	to be signed-on-this	30 day of	
JULY.	, 2018.				1		
•							
					TWUNFF		
				An	drzej Powrożnik, Indi	vidually	
STATE OF ILL	INOIS)				*	
COUNTY OF C	COOK)					
The undersigned	i, a Notary Pu	blic in and fo	r said Coun	itv. in t	ne State aforesaid, does	herehy certify	

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Andrzej Powroznik, Individually is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

MARTA PONROZNIK NOTARY PUBLIC - STATE OF ILLINOIS NY COMMISSION EXPIRED: 11/12/18

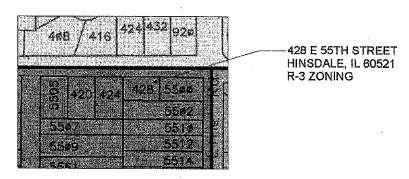
2.5 Standards for Variation

"A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, owners must specifically address the following requirements for the grant of a variation" – from Village of Hinsdale application for variation form, section II, paragraph 5.

(a) Unique Physical Condition:

The subject property (428 E 55th St) is exceptional as compared to other lots subject to the same provision by reason of unique physical condition and as a result has a substandard shape and size.

- As seen below on the current zoning map of Village of Hinsdale, Lot for 428 E 55th street is oriented parallel to 55th street as opposed to being oriented perpendicular to 55th street, like other lots (420 and 424).
- Most interior lots facing 55th street are narrow and deep; however, 428 E 55th st. lot is wide and shallow.



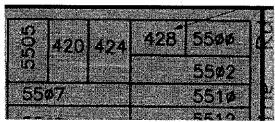
VILLAGE OF HINSDALE ZONING MAP, YEAR 2019

- The reason for the lot to be oriented differently is due to its proximity to the busy cross section of 55th street and County line and how the land planning was done to optimize the combined value of 428, 5500 and 5502 lots.
- If the 428 lot was done the same way as 420 and 424, the land plan would look like as shown below:

55th ST.

5505	420	424		20
5507			5510	i a
5509			5512	
		~~~		County

- In the above hypothetical land planning arrangement, the two lots closer to 55th and County line would have very poor traffic situation and would be undesirable to most buyers. So two out of three lots would be undesirable in this configuration.
- Now compared to above hypothetical arrangement, let's review the actual lot layouts below:



- Here two lots (5500 and 5502) are facing less busy county line road, lot 5502 and 428 are both away from the busy cross section and is more desirable to most buyers compared to the hypothetical land plan option. This layout also mitigates traffic issue. This layout offers higher economical value for the combined 3 lots and is more practical. The only issue with this layout is that lot for 428 E 55th street is oriented differently than other internal lots. This switches its width and depth zoning definition and now it is considered short for the minimum required lot depth.
- Thus lot 428 E 55th street has a unique physical condition that is not present anywhere else in R-3 zoning district and requires a zoning variation approval for lot depth.

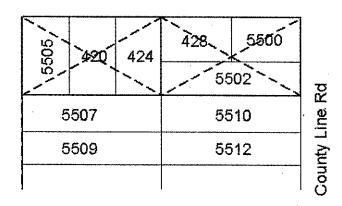
## (b) Not self-created:

• The above mentioned unique physical condition is not created by the owners.

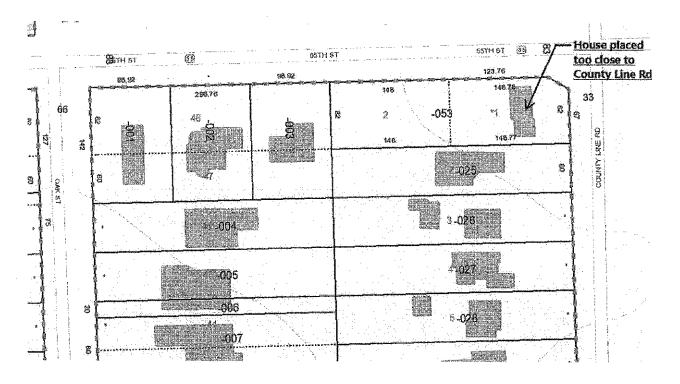
## (c) Denied Substantial Rights:

 Denial to approve this variance would deprive the owners from their substantial right to build a single-family home on their lot. All lots on the surrounding zoning has one residence per lot.

55th ST.

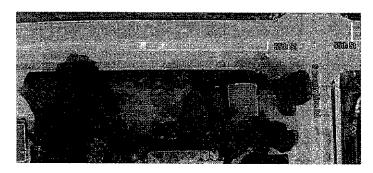


- Above image shows that lots 5505, 420 and 424 has same total land size as lots 428, 5500 and 5503. Yet there are three homes on the left side but only two homes on the right side. A new home on 428 would balance out this inquality.
- If this variance is denied, it will prohibit owners from building a new home on this vacant lot and it will be an unfair ruling.
- Even the Village zoning map has a house number assigned to this lot, showing that a home is expected on this lot.
- Also, the existing house on 5500 was built in 1970 and was placed very close to county line road, this shows a home was always anticipated on the back lot. If back lot were not a buildable lot, the house would have been placed much far away from the prying eyes of the bored drivers waiting for traffic signal on county line road, like most other homes facing County line road.



## (d) Not Merely Special Privilege:

- In addition to not being able to build a dream home on the vacant lot, this lot comes with an additional responsibility of maintenance without any valuable use coming out of the lot.
- At present the vacant lot serves as extended backyard for the house on 5500 S county line road. A backyard of 82' wide X 224' deep (0.42 acre) is a financial drain to maintain and it serves no utility. As a result, the vacant lot stays unmanicured and un-attended. Occupants of 5500 almost never go up to the end of the vacant lot.





## (e) Code and Plan Purposes:

- With a granted variance for lot area, lot depth and front setback, a single home can be built on the lot. The proposed home will be in harmony with the general and specific purposes of the code and its provisions.
- Please see attached preliminary drawings of the proposed residence. The
  proposed house is designed to respect the neighboring properties while
  keeping it as far away from 55th street as possible. While the house is designed
  to maximize its economic potential, a special care has been taken to minimize
  the required variance.

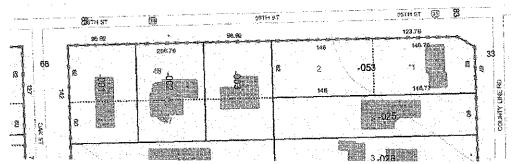
## (f) Essential Character of the Area:

- 1) The variation would not result in something that is materially detrimental to the public welfare. Rather, it would enhance the conformity and character of the neighborhood.
- 2) Would not material impair light and air to properties in vicinity.
- 3) Would not substantially increase congestion in the public streets due to traffic or parking because it is a single-family home with adequate parking within its property line for potential guests.
- 4) Would not unduly increase the danger of floor or fire; actually, once the unattended vacant wooded lot is converted to a new single-family home, it will reduce the chances of flood and fire.
- 5) Would not unduly tax public utilities and facilities in the area, instead this will generate more tax revenue for the society.
- 6) Would not endanger the public health or safety.

## (g) No other Remedy:

- There is no other remedy other than requesting a variance approval.
- Lot depth the lot is rotated due to unique physical condition (as explained earlier) and nothing can be done about it, it is a unique physical condition only affecting the lot 428 E 55th street, and variance is the only remedy.

Front setback – R3 zoning requires larger of 35' or block average for front setback. Block average is 48.25'. Due to lot orientation, matching block average is not feasible. However, we can certainly meet the minimum 35' as front setback, and 25' as rear setback to build a 22' deep house. This requires a variation of 13.25' for front setback.



• Lot size. R-3 lots are expected to be 15,000 sq ft. This lot is 12,136 sq ft. This is slightly smaller than the 15,000 requirements and needs a variation for 2,864 sqft.

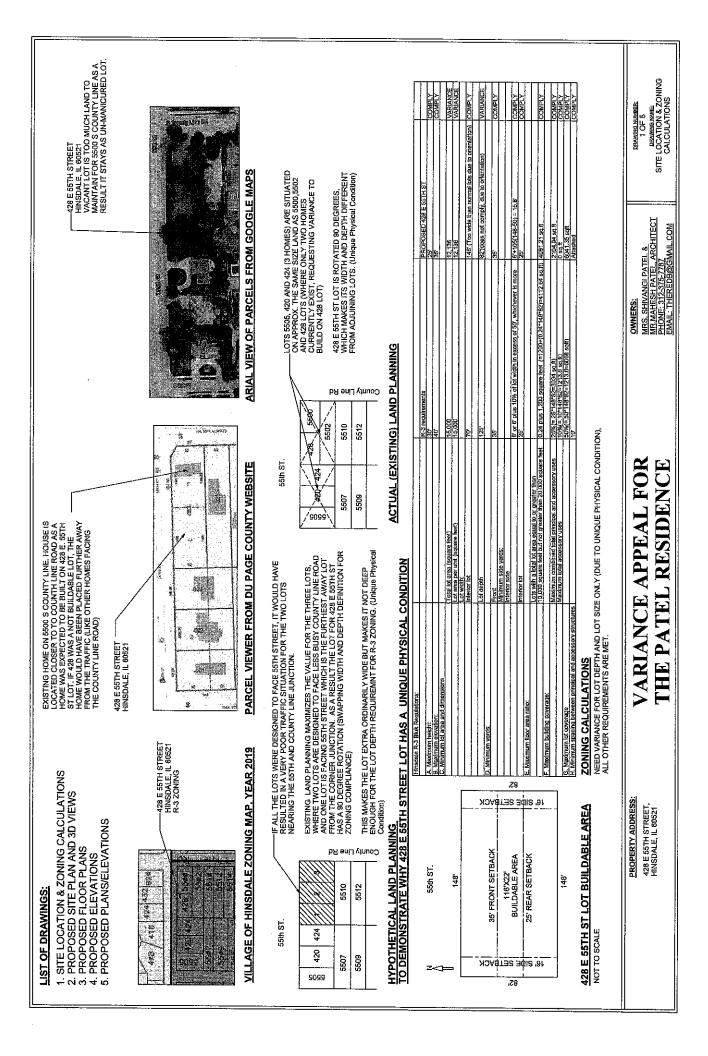
Following are some existing lots with homes in R-3 zoning with less than 15,00 sqft land size and has a 35' front setback.

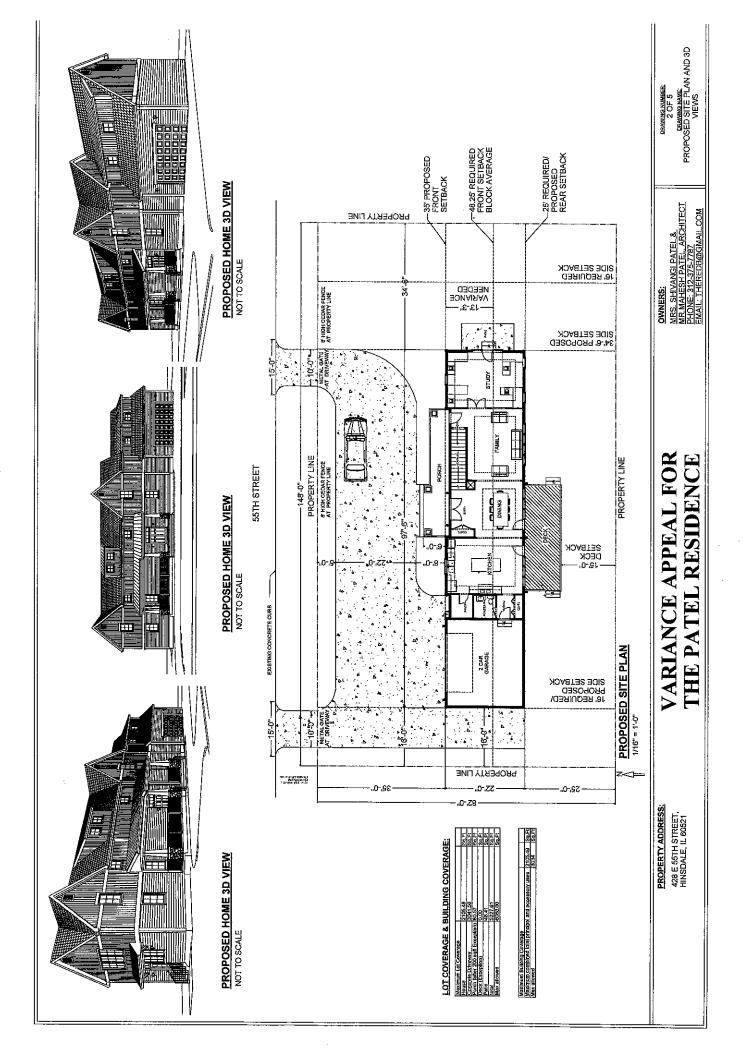
Address	Lot Size	Front Setback
4 W 55th	12204.76	35'
28 E 55th	12213.63	35'
32 E 55th	12153.68	35'

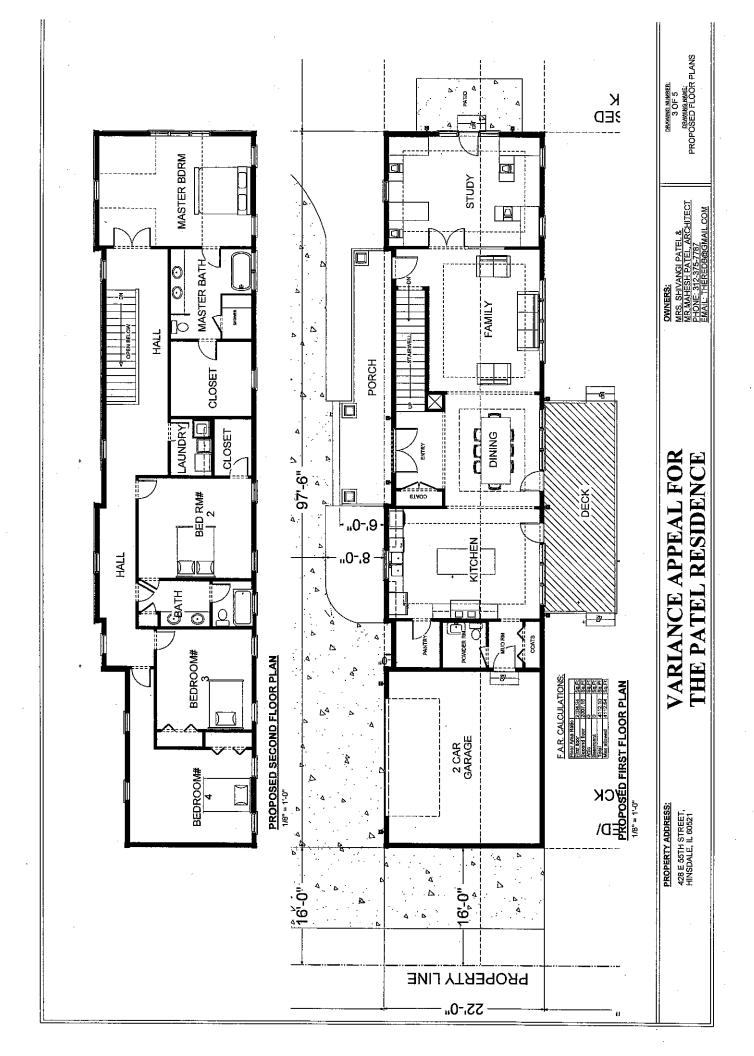
Also, the neighboring lots - 420 and 424 E 55th st also do not meet lot size of 15,000 sq ft.

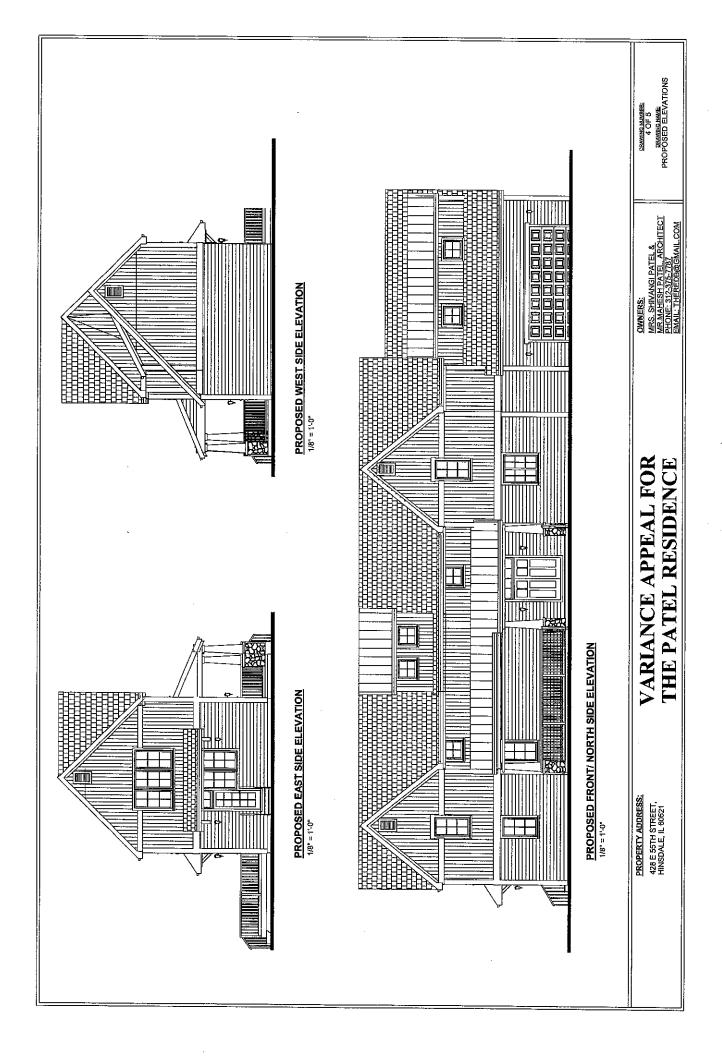
## **Summary:**

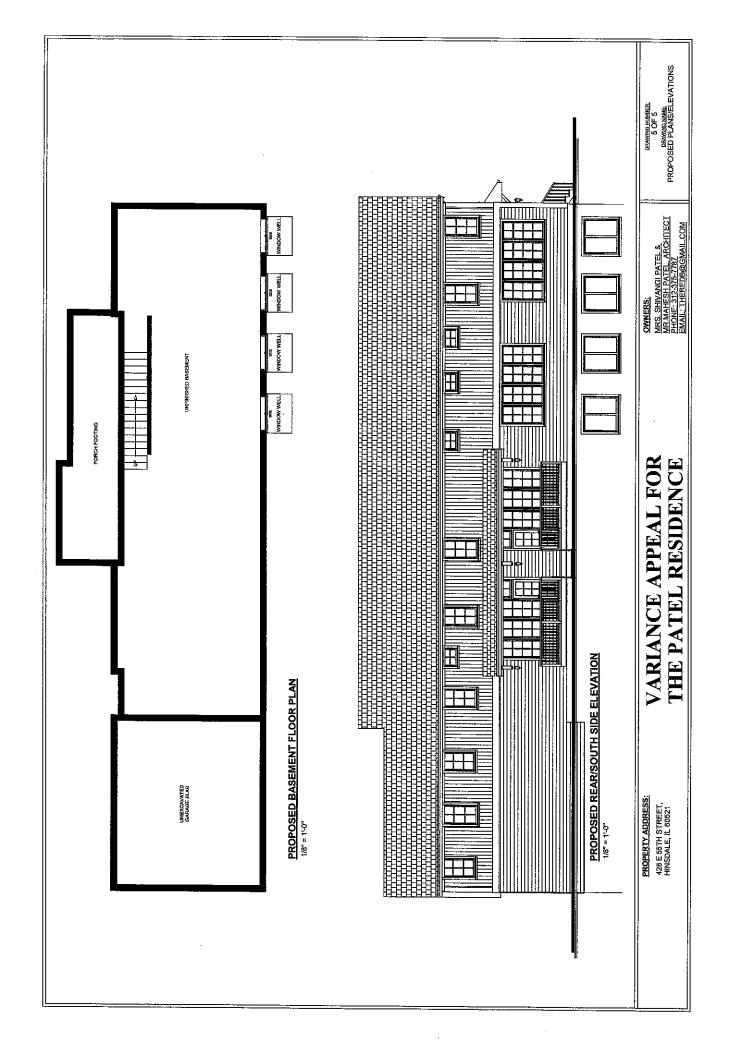
- Without variance approval, the lot cannot reach its true economical potential and will remain as an un-manicured, un-utilized, wooded lot, which neither adds to the safety or beauty of the area nor does it generate the tax revenue.
- Approving this variance appeal will allow the homeowners to build a new home on the vacant lot of 428 E 55th st. Compared to a poorly maintained vacant lot, a new home will boost the home values for all neighboring properties, generate additional tax revenue for the society, and increase area's safety and aesthetics without any adverse effects.











#### **MEMORANDUM**

TO: CI

Chairman Neiman and Members of the Zoning Board of Appeals

FROM:

Robert McGinnis MCP

**Director of Community Development/Building Commissioner** 

DATE:

January 13, 2021

RE:

Zoning Variation - V-02-21; 33 S. Garfield Avenue

In this application for variation, the applicant requests relief from the Total Lot Coverage requirements set forth in section 6-111(F) and the off-street parking requirements set forth in section 9-104(J) of the Code in order to lawfully convert an existing house into an office as permitted in the O-1 zoning district.

The code currently limits Total Lot Coverage to 80% in the O-1 zoning district. The existing lot coverage is approximately 86.3%, or 5,761 square feet. The specific request is for an extra 6.3% or approximately 3,427 square feet. Additionally, the code requires a total of nine parking spaces based on the square footage of the lot and the use of the existing structures. Based on the size of the lot, the applicant proposes to construct 4 spaces including 1 ADA space. The specific request is for a reduction of 5 spaces in order to accommodate the change of use.

It should be noted that this project will move on to the Board of Trustees once the ZBA renders its decision. The ZBA has final authority on the reduction in parking spaces, but the request for an increase in Total Lot Coverage will move on to the Board of Trustees as a recommendation.

This property is a non-conforming lot located in the O-1 Specialty Office District in the Village of Hinsdale and is located on the east side of Garfield Avenue between Hinsdale Avenue and First Street. The property is approximately 60' x 125' for approximately 6,668 square feet of lot area. The maximum permitted lot coverage is 80% or 5,334 square feet and the existing lot coverage is approximately 5,761 square feet.

CC:

Kathleen A. Gargano, Village Manager Zoning file V-02-21



19 E. Chicago Avenue, Hinsdale, IL 60521

## APPLICATION FOR VARIATION

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

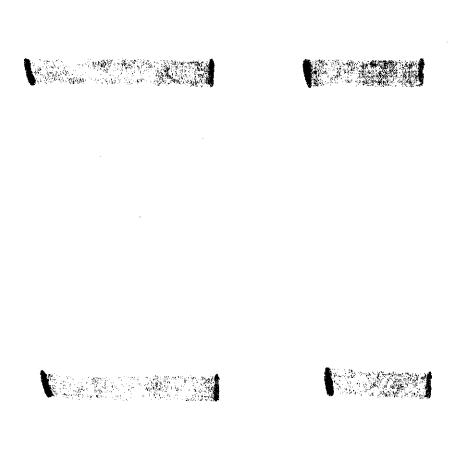
**FILING FEES: \$850.00** 

Name of Applicant(s): _	Kevin Flynn
Address of Subject Prop	erty: 33 South Garfield Street
If Applicant is not property	y owner, Applicant's relationship to property owner:
	FOR OFFICE USE ONLY
Date Received: 1/13/21	<u>U</u> 3—Zoning Calendar No. <u>V</u> -0⊋-2∤
PAYMENT INFORMATION:	Check # Check Amount \$

## SECTION 1- NAME & CONTACT INFORMATION

1. Owner. Name	e, mailing address, telephone number and email address of owner:
Name: Kevin Fly	//III
Address: 33 Sout	h Garfield Street, Hinsdale
Telephone:	email:
2. <u>Trustee Discl</u>	osure. In the case of a land trust provide the name, address, telephone
N/A	l address of all trustees and beneficiaries of the trust:
Address:	
	email:
3. <u>Applicant</u> . Na	ame, address, telephone number and email address of applicant, if
different from own	er:
Name: Kevin Flyı	
Address: 33 Sou	uth Garfield Street, Hinsdale
Telephone:	email:
4. Subject Prope	erty. Address, PIN Number, and legal description of the subject
property, use sepa	arate sheet for legal description, if necessary.
	12-201-004 See plat of survey for Legal Description.
5. <u>Consultants</u> . with respect to this	Name and address of each professional consultant advising applicant applicant
a. Attorney:	
b. Engineer:	
c. Architect: _8	345 Design Group, PC Jamie Zaura 708.268.9719 jamiez@845designgroup.com
d. Contractor:	
	· · · · · · · · · · · · · · · · · · ·

pg. 2



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

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

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

# **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:

	Evidence of title or other interest you have in the Subject Project, date of sition of such interest, and the specific nature of such interest.
	ance Provision. The specific provisions of the Zoning Ordinance from which a ion is sought:
Ple	ase see attached document.
specif	tion Sought. The precise variation being sought, the purpose therefor, and the fic feature or features of the proposed use, construction, or development that re a variation: (Attach separate sheet if additional space is needed.)
Plea	ase see attached document.
Zonin consti	num Variation. A statement of the minimum variation of the provisions of the good of the good of the good of the proposed use, ruction, or development: (Attach separate sheet if additional space is ed.) as see attached document.
<del></del>	

- 5. <u>Standards for Variation</u>. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
  - (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
  - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
  - (c) <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 proper	ty of
improven	nents	permitted in	the	vicinity; or			

- (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (3) Would substantially increase congestion in the public streets due to traffic or parking; or
- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.

  (Attach separate sheet if additional space is needed.)

Please see attached document.					
<del></del>					
	<del></del>	· · · · · · · · · · · · · · · · · · ·	<del></del>	<u></u>	
	e attached	e attached document.	e attached document.	e attached document.	e attached document.

# **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.

The architect or land surveyor needs to provide zoning information concerning the
existing zoning; for example, building coverage, distance to property lines, and floor
area ratio calculations and data on the plans or supplemental documents for the
proposed improvements.

#### **SECTION IV**

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

Name of	Applicant:	KEVIN FLYNN
Signature	of Applicant:	P Kom Payur
Date:	JANUARY 11, 2021	

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

We are seeking variations from the following:

Section 6-111, F: Bulk, Space, and yard requirements. The existing property exceeds the maximum total lot coverage of 80%.

Section 9-104, J,a, ii Off Street Parking. Single family dwellings require three parking spaces.

Section 9-104, J,c, Off Street Parking. Finance, insurance, real estate requires one parking space for each 250 square feet of net floor area. This requires six parking spaces. A total of nine parking spaces for this property is required. Three spaces for the residential accessory building and six spaces for the main building.

3. Variation Sought: The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation.

This is an existing property recently purchased in December 2020. The existing property is non-conforming and does not meet the following ordinances listed below. The main building on the property is utilized as an office. The tenants of the main building are attorneys, investment brokers, and a naturopath. The main building will remain as is. The accessory structure was a barn at one time, converted decades ago into a residence. This structure will remain as a single-family residence to be used by the current Owners.

Section 6-111, F: Bulk, Space, and yard requirements. The existing property exceeds the maximum total lot coverage of 80%.

Section 9-104, J,a, ii Off Street Parking. Single family dwellings require three parking spaces.

Section 9-104, J,c, Off Street Parking. Finance, insurance, real estate requires one parking space for each 250 square feet of net floor area. This requires six parking spaces. A total of nine parking spaces for this property is required. Three spaces for the residential accessory building and six spaces for the main building.

4. Minimum Variation: A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development.

The Owner is seeking the listed variances because the existing property does not meet the Village's code requirements. The buildings on the property were built in 1902.

- 5. Standards for Variation: A statement of the characteristics of the Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that

amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.

Response: The site is non-conforming. It is impossible to accommodate the nine parking spaces on the 6,668 square foot site.

(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.

Response: The unique physical condition of the site is the size of the site. The lot is 50' wide and 6,668 square feet. The main building on the site was built in 1902, prior to the current zoning requirements in place.

The accessory structure was built as a barn, at some point this building was converted into a residence.

The property exceeds the allowable 80% maximum lot coverage. 86.3% of the property is impervious.

The property is 6,668 square feet, the total building coverage for the main building and the accessory building is 1,624 square feet. This is 24% of the lot coverage, 76% of the property does not have a building on it and the lot can still not accommodate the parking requirements.

(c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Response: The Owner purchased this property in December 2020, the Owner would like the property in conformance with the Village code.

(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.

Response: The variation requests do not change the property, but allow the property to conform to the current Village code.

(e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

Response: The variation requests do not change the property, but allow the property to conform to the current Village code.

(f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:

Response: The variation requests do not change the property, but allow the property to conform to the current Village code.

- (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (3) Would substantially increase congestion in the public streets due to traffic or parking; or
- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.
- g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.

Response: The variation requests do not change the property, but allow the property to conform to the current Village code.

LAND SURVEYORS.





PROPERTY ADDRESS: 33 S GARFIELD STREET, HINSDALE, ILLINOIS 60521

SURVEY NUMBER: 2011,4851

FIELD WORK DATE: 11/25/2020

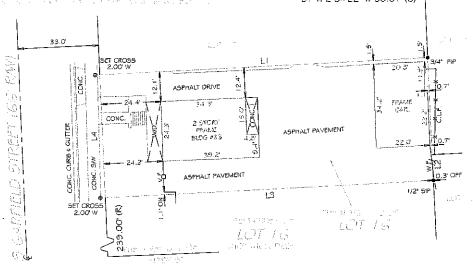
REVISION DATE(\$); (REV.0 12/3/2020)

BOUNDARY SURVEY DUPAGE COUNTY

> THE NORTH 1/2 OF LOT 16 IN GLADSTONE PARK, A SUBDIVISION OF BLOCK 4 OF ROBBINS' FIRST ADDITION TO HINSDALE, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7. 1887 AS DOCUMENT 38039, IN DUPAGE COUNTY, ILLINOIS.

TABLE:

- LE N 87°02'18" E 133.29' (C)
- 133.50' (R) L2 5 2°39'19" E 50.01' (C) 50.00' (R) L3 5 87°02'24" W 133.36' (C)
- 133.50 (R)
- L4 N 2°34'22" W 50.01' (C)

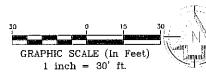


STATE OF ILLINOIS SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNIDER MY HAND AND SEAL THIS SOTH DAY OF NOVEMBER, 2020 AT 1566 HOLIDAY DRIVE, SANDWICK, IL 60548.

ILLINOIS PROFESSIONAL AND SURVEYOR No. 2971 LICENSE EXPIRES 11/30/2022

EXACTA LAND SURVEYORS PROFESSIONAL DESIGN FIRM +84008059-0008 REN D 035 0029[→]1 PROFESSIONAL LAND SURVEYOR SANDWICH, IL 122 OF



THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT OLUSTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

CLIENT NUMBER: AF1003038

DATE: 12/03/20

BUYER: KLPM, LLC

SELLER: DOUGLAS B. DAY

CERTIFIED TO: KLPM, LLC; CHAPELLO & CHAPELLO ATTORNEYS AT LAW; FIRST AMERICAN TITLE INSURANCE COMPANY

This is page 1 of 2 and is not valid without all pages.

POINTS OF INTEREST

The grade of the control of the cont MILLAMARIM

counsforming lives. er te an demonstration for a contract

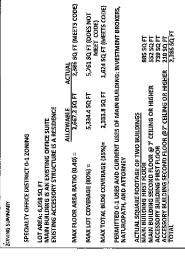
EXACTA LAND SURVEYORS, LLC

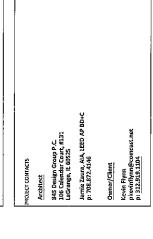
LB# 184008059 316 East Jackson Street, Morris, IL 60450 P: 773,305,4011

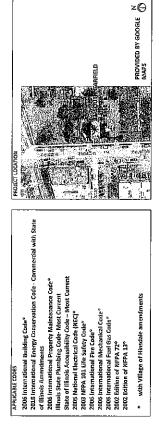
Please remit payment to: 1500 West 3rd Street, MZ130 | Cleveland, OH 44113

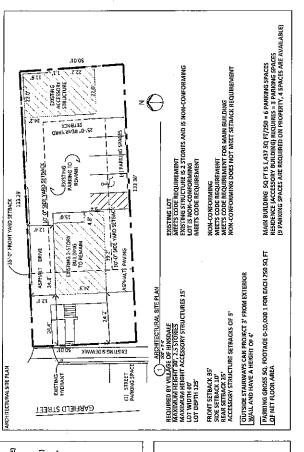
# 33 SOUTH GARFIELD STREET HINSDALE, ILLINOIS 60521











ISSUED FOR ZONING BOARD OF APPEALS
JANUARY 20, 2021

PETER DESIGN
GROUP
The character of the



#### **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

# VILLAGE OF HINSDALE APPLICATION FOR VARIATION

# COMPLETE APPLICATION CONSISTS OF TEN (10) COPIES

(All materials to be collated)

FILING FEES: RESIDENTIAL VARIATION \$850.00

NAME OF APPLICANT(S):	ARCON Associates, Inc Nicholas Graal, Project Architect
ADDRESS OF SUBJECT PR	Hinsdale Central High School OPERTY: 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**

ease	e complete the following:
	Hinsdale Township
•	Owner. Name, address, and telephone number of owner: High School District 86
	5500 South Grant Street, Hinsdale, Illinois 60521, 630-655-6100
	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
	an trastees and beneficialities of the trast.
	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
	. <del></del>
	Subject Property. Address and legal description of the subject property: (Use separate sheet
	for legal description if necessary.) See Attachment 'A'
	Consultants. Name and address of each professional consultant advising applicant with
	respect to this application:
	Hodges Laizzi Eisenhammer Radick & 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:

	Steve Cashman, Hinsdale IL, Chair of Village of Hinsdale Plan Commission, School District 86 Facilities Committee Member	
<b>1</b> .		

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

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

- 8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property. Survey attached
- 9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property. Site Plan attached and see attachment 'F'
- 10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity. See Attachment 'C'
- 11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought. See Attachment 'C'
- Successive Application. In the case of any application being filed less than two years after 12. 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:

Ordinance Provisivariation is sought		pecific prov	isions of the Z	oning Ordinar	nce from w
See Attachment	:'E'				
	· · · · · · · · · · · · · · · · · · ·				
	•				
Variation Sought.	The precise	variation be	ing sought, the r	ourpose therefo	or, and the s
feature or features (Attach separate s	of the propo	sed use, cons	struction, or deve		
See Attachment	: 'E'			•	
. '					
Minimum Variation Ordinance that wo					
		neet if	additional	space	is ne
See Attachmen	t 'E'	٠.			
• .		•			
· .					
				<del></del>	
			· · · · · · · · · · · · · · · · · · ·		

- (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)	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.
the a perm (Atta	Other Remedy. There is no means other than the requested variation by which lieged hardship or difficulty can be avoided or remedied to a degree sufficient to it a reasonable use of the Subject Project.  Ich 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. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

#### **SECTION V**

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:	Sany Mertino
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	HINSDALE	60521
0913103092	FOXGATE LTD HOMEOWNERS			57TH ST	HINSDALE	60521
0913103008	BENNETT III TR; B T & E	302	W	57TH ST	HINSDALE	60521
0913103049	SHARMA; VINAYA K TR	306	W	57TH ST	HINSDALE	60521
0913101013	THAKORE; ABHI TR	5548	S	WASHINGTON ST	HINSDALE	60521
0913101017	OCHOA; JOHN F & KAREN TR	5620	S .	WASHINGTON ST	HINSDALE	60521
0912319005	LARSON; SCOTT & SYLVIA	931		ALLMEN AVE	HINSDALE	60521
0912318012	AMH TR & JVH TR	932		ALLMEN AVE	HINSDALE	60521
0913101032	AHMAD; NOMAN	5500	S	WASHINGTON ST	HINSDALE	60521
0913100010	FU; NING X & S YEH	319 941	W S	57TH ST	HINSDALE HINSDALE	60521 60521
0911431041 0913103093	CHICAGO TITLE 8002377234 DONG; CHI	5702		THURLOW ST FOXGATE LN	HINSDALE	60521
0913103093	ALI; FEROZ & RAEESA	5707		FOXGATE LN	HINSDALE	60521
0912320006	HARRIS TR; I & S JACOBS	937	s	VINE ST	HINSDALE	60521
0913101014	DIAMANTOPOULOS; T & A	5600	S	WASHINGTON ST	HINSDALE	60521
0912321019	AHMED; 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 &J SCHMIDT	5646	S	WASHINGTON ST	HINSDALE	60521
0912321017	SMEGO; MARGARET TR	29		CAMBERLEY CT	HINSDALE	60521
0914205024	1ST BK OAK PARK TR5581			MADISON:ST	HINSDALE	60521
0914205021	ADS; H & R MASSOUD	5550	S	MADISON ST	HINSDALE	60521
0913101031	CHEN; GENE & ANN	4	W	55TH ST	HINSDALE	60521
0913100007	TURNER; D J 1-12722	5641	S	MADISON ST	HINSDALE	60521
0913101034	LAMB; MARK A & DONNA L	5610	S	WASHINGTON ST	HINSDALE	60521
0913101036	BHATT; HARIT & A DAS TR	5650	S	WASHINGTON ST	HINSDALE	60521
0913103003	PATEL; AJAY & PAYAL	5 <b>71</b> 5	S	MADISON ST	HINSDALE	60521
0913104006	CONROY; SUSAN D	10	W	57TH ST	HINSDALE	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	S	MADISON ST	HINSDALE	60521
0911431042	ADS; HUSSEIN	937	S	THURLOW ST	HINSDALE	60521 60521
0913101018 0912318016	KALER; CYNTHIA A BATTAGLIA; STEPHANIE TR	5624 941	S S	WASHINGTON ST MADISON ST	HINSDALE HINSDALE	60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST	HINSDALE	60521
0914208024	LILLIOJA; MICHAEL D	5644	S	MADISON	HINSDALE	60521
0913101011	ANGELL; THOMAS & ROBIN	5526	S	WASHINGTON ST	HINSDALE	60521
0913104030	HAMPTONS OF HINS MST ASSO		_	WASHINGTON ST	HINSDALE	60521
0912320007	BATRA REAL ESTATE LLC	945	S	VINE ST	HINSDALE	60521
0912321015	MALLORY; T & W HASTINGS	37		CAMBERLEY CT	HINSDALE	60521
0913103096	RADAWI; DANIA	5708		FOXGATE LN	HINSDALE	60521
0914208011	DE LEONARDIS & DE STEFANO	5667	S	THURLOW ST	HINSDALE	60521
0913104004	DESHPANDE; SHRIKANT & A	22	W	57TH ST	HINSDALE	60521
0913100009	MARTIN; GERALD & LESLIE	323	W	57TH ST	HINSDALE	60521
0914205020	CULLINAN; REBECCA S	507	W	56TH ST	HINSDALE	60521
0914208005	MURPHY TR; MATTHEW M & A		5	THURLOW ST	HINSDALE	60521
0912320018	KUO; JIM FA JEN & MAI P	938	5.	GRANT ST	HINSDALE	60521
0913103002	BURGESS; DENNIS & JULIE	5709	5	MADISON ST	HINSDALE	60521
0913104013	MC NEILY; MARY & CURTLAN	8	w	57TH ST	HINSDALE	60521
0912320017	CAO; SHUMIN	932	S S	GRANT ST	HINSDALE HINSDALE	60521
0913101010	BARRIOS; MARIA E & EDGAR STRAUCH; DAVID &KATHARINE	5512	3	WASHINGTON ST FOXGATE LN	HINSDALE	60521 60521
0913103108 0914205023	1ST BK OAK PARK TR4777	5701		MADISON ST	HINSDALE	60521
0912318006	JENSEN; RUSSELL A	937	s	MADISON ST	HINSDALE	60521
0914208025	YANG; DONALD & FEN HE TR	5652	S	MADISON ST	HINSDALE	60521
0913100016	VILLAGE OF HINSDALE	5002		57TH ST	HINSDALE	60521
0913101019	ZHU; D & H CHEN TR	5628	S	WASHINGTON ST	HINSDALE	60521
0914208002	CHICAGO TITLE #8002365547	508	W	56TH ST	HINSDALE	60521
0912321032	RISMANTAB-SANY; JALIL & M	945	S	GRANT ST	HINSDALE	60521
0913101022	STANDARK BK & TR 21381	23	W	57TH ST	HINSDALE	60521
0913101026	BIELSKUS; PETER & JOAN D	5654	S	WASHINGTON ST	HINSDALE	60521
0913103106	CHESS; KENNETH & GEORGIA	5705		FOXGATE LN	HINSDALE	60521
0913104015	CHICAGO TITLE HTH2242	5701	S	GRANT ST	HINSDALE	60521
0914208023	MC CURRY; MICHAEL & AMY	5636	S	MADISON ST	HINSDALE	60521
0912321018	LEE FAMILY TR	25		CAMBERLEY CT	HINSDALE	60521
0912318013	HALPIN; MATTHEW & JANET	938	_	ALLMEN AVE	HINSDALE	60521
0914208028	LINARDAKIS; C & M FULLANO	5704	S	MADISON ST	HINSDALE	60521
0913104005	SHUN; M & C ESTEBANEZ	18	W	57TH ST	HINSDALE	60521
0912318005	KRASKA TR; RONALD & J	929	S	MADISON ST	HINSDALE	60521
0914208010	DEMIRJIAN; D & C GUIDOT DEBOO TR: ZARINE & MEHRAR	5659 5536	S S	THURLOW ST WASHINGTON ST	HINSDALE HINSDALE	60521 60521
0913101029 0914208022	DEBOO TR; ZARINE & MEHRAB DANG; YUHONG & YAN GUO	5628	2	MADISON ST	HINSDALE	60521
221-15/00/25	DANG, TOTIONG & TAN GOO	2020	•	(3.1.15.15()14.51	············	

	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	57TH 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	84	W	55TH ST	HINSDALE	60521
	0913103047	PAPPU; SUNDER & J RAJU	316	W	57TH ST	HINSDALE	60521
	0913104016	CHICAGO TITLE HTH2242	5701	5	GRANT ST	HINSDALE	60521
	0912321016	DUBAUSKAS; ADAM & OZLEM	33		CAMBERLEY CT	HINSDALE	60521
	0912320019	YUSUF; SHAHID TR	944	5	GRANT ST	HINSDALE	60521
	0913103006	NEMESNYIK TR; CAROL	318	W	57TH ST	HINSDALE	60521
	0913103005	LEE FAMILY TR	322	W	57TH 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	5	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	S	MADISON ST	HINSDALE	60521
	0913101009	PATEL; SHACHI TR	5510	S	WASHINGTON ST	HINSDALE	60521
	0914208021	FILOPOULOS; BILL & MARIA	5620	S	MADISON ST	HINSDALE	60521
	0914208007	HOFFMAN; JEFF & C WAGNER	5635		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	937		ALLMEN AVE	HINSDALE	60521
	0913103095	ATG TRUST CO TR L013-029	5706		FOXGATE LN	HINSDALE	60521
	0914208008	STEVENSON; IAN & JULIA		S	THURLOW ST	HINSDALE	60521
	0913104002	LOWENTHAL; JODY ANN	30	W	57TH ST	HINSDALE	60521
	0912319013	VAUGHAN; ANN L	940	S	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	5717		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
	0913103097	PEART; ABIGAIL TRUST	5710		FOXGATE LN	HINSDALE	60521
	0913103100	HARRIS BANK L1490	5716		FOXGATE LN	HINSDALE	60521

STORY OF THE STORY

.

.

#### 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.

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

Proposed 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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

#### 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.

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 2 of 16			ALTA Commitment for	
		· ·			Illinois

#### 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 3 of 16	
1 OITH 30000317 (T-27-10)	luade a or to	ALTA Commitment for Title Insurance (8-1-16)
		Y11::1
		Illinois



#### 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

Customer Reference:

Phone: (866)563-7707 Commitment No.: 2977574

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

2. Policies to be issued:

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

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

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

#### **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

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

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

E. Wainstein

First American Title Insurance Company

By:

**Authorized Countersignature** 

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.

#### Copyright 2006-2016 American Land Title Association, All rights reserved.

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:

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

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)

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

#### Note for informational purposes 2018 taxes:

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

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

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

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

(Affects Parcel IX)

#### Note for informational purposes 2018 taxes:

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

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

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

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

(Affects Parcel X)

#### Note for informational purposes 2018 taxes:

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

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

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

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

(Affects Parcel XI)

#### Note for informational purposes 2018 taxes:

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

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

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

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

(Affects Parcel XII)

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.

#### Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

# 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 pavable.

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

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.

## Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 9 of 16	ALTA Commitment for Title Insurance (8-1-16)
1		Illinois

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 <a href="https://www.firstam.com/title/il">www.firstam.com/title/il</a> 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.

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.

### Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50000317 (4-24-18)

Page 10 of 16

ALTA Commitment for Title Insurance (8-1-16)

- 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)

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.

## Copyright 2006-2016 American Land Title Association. All rights reserved.

- 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

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.

## Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 12 of 16	ALTA Commitment for Title Insurance (8-1-16)
		Illinois .

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.

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.

# Copyright 2006-2016 American Land Title Association. All rights reserved.

\		
Form 50000317 (4-24-18)	Page 13 of 16	ALTA Commitment for Title Insurance (8-1-16)
		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 the Northwest quarter) of Section 13, Township 38 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1920 as document no. 141390, in DuPage County, Illinois.

### Parcel V:

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

## Parcel VI:

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

#### Parcel VII:

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.

### Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 14 of 16	ALTA Commitment for Title Insurance (8-1-16)
1		Illinois I

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,

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.

# Copyright 2006-2016 American Land Title Association. All rights reserved.

Form 50000317 (4-24-18)	Page 15 of 16	ALTA Commitment for Title Insurance (8-1-16)
1	1	<b>l</b> ionilI

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

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.

## Copyright 2006-2016 American Land Title Association. All rights reserved.

#### 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:
  - i) 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.

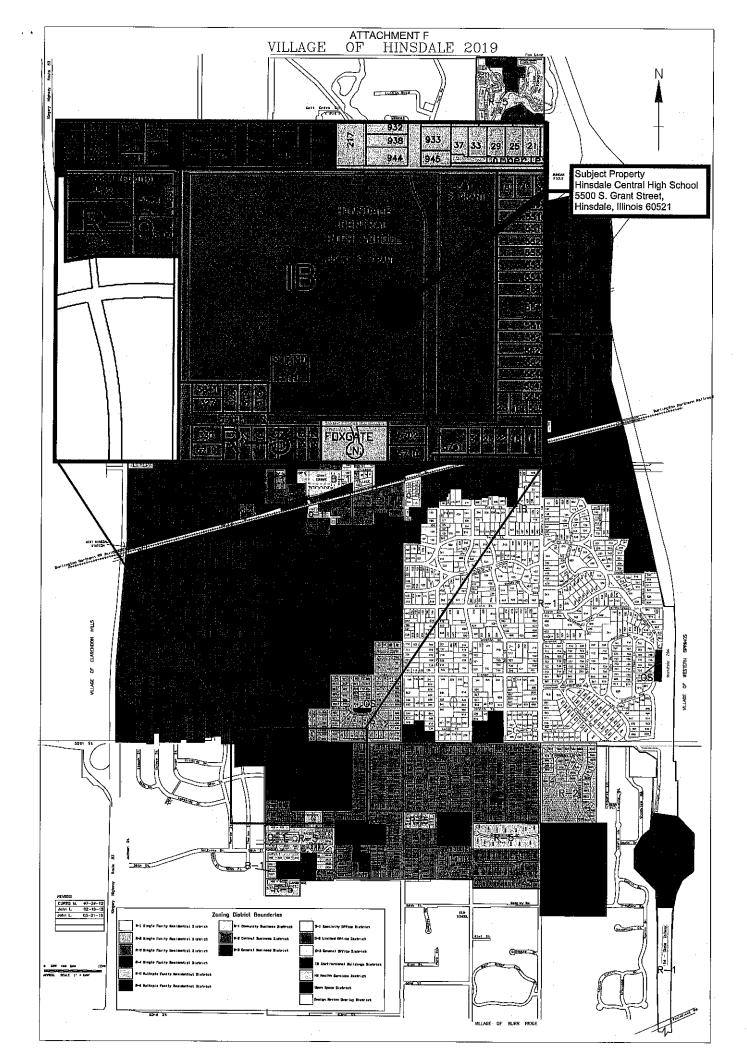
## d) Standards for Variation:

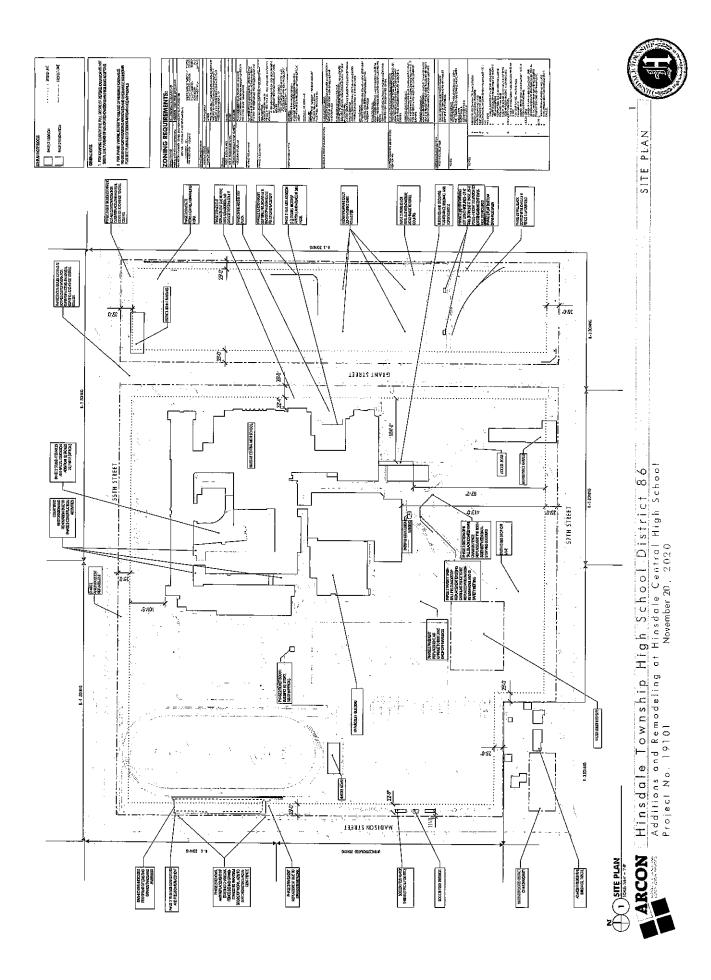
- i) Unique Physical Condition-
  - (1) The proposed fence at the Junior Varsity Baseball Field Outfield is to protect the field of play from the required drainage basin to the northeast of the field.
  - (2) The proposed fence and hooded backstop at the Junior Varsity Softball field is a replacement 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.

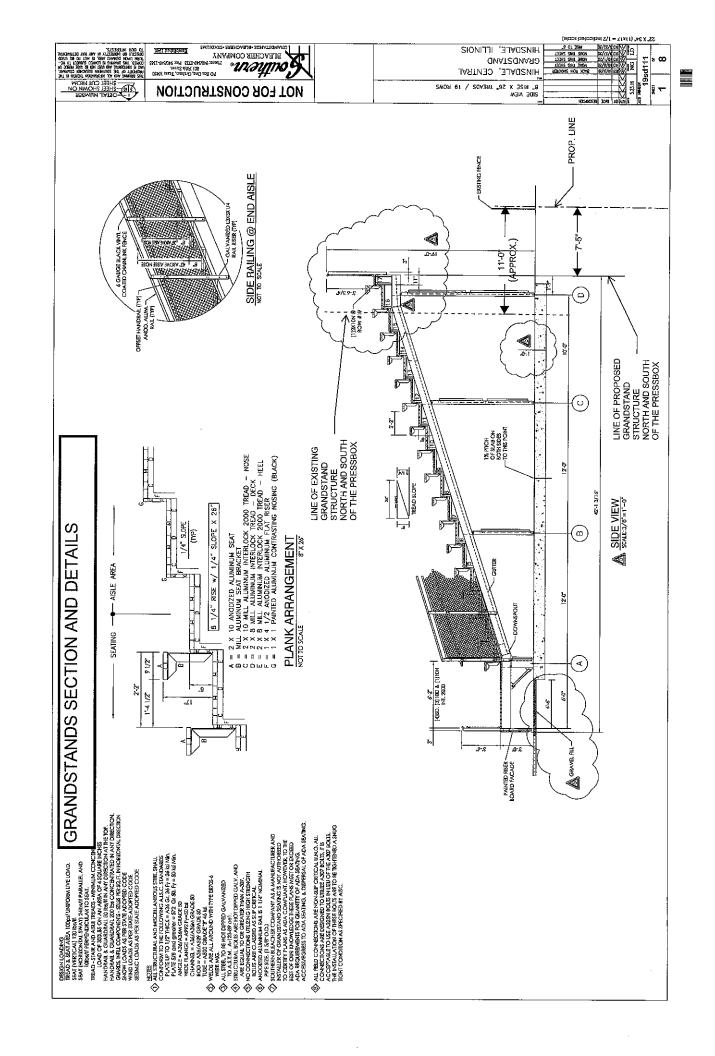
e) No other remedy – Any other remedy would result in a use not consistent with what currently is existing on the subject property.

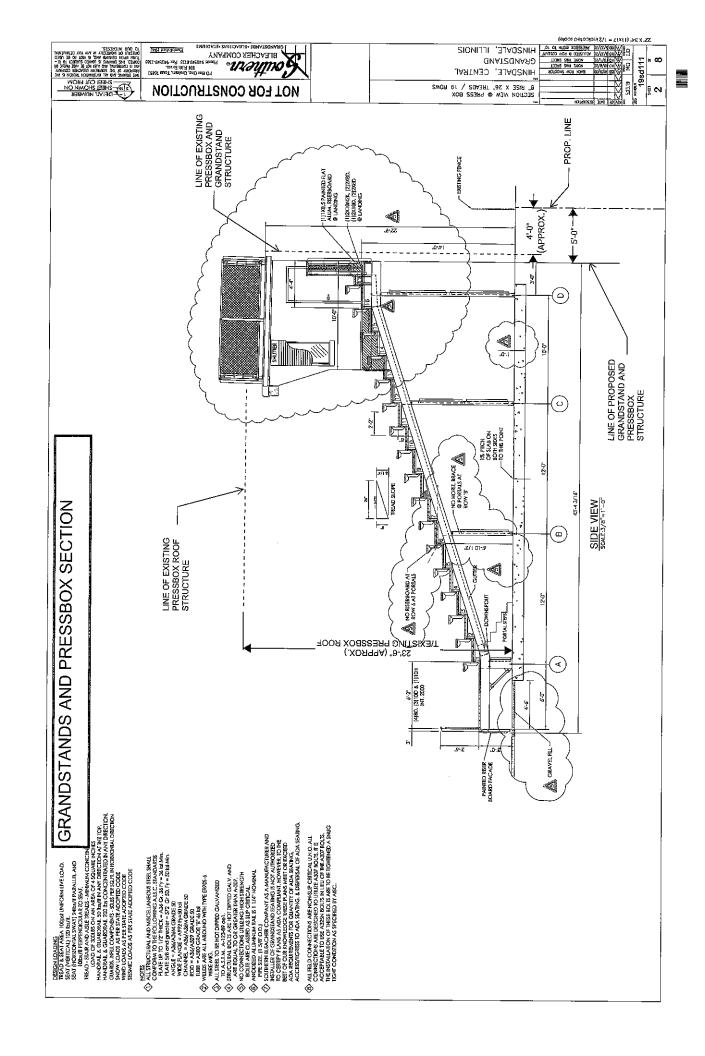
# 6) Parking Light Fixtures (East of Grant Street):

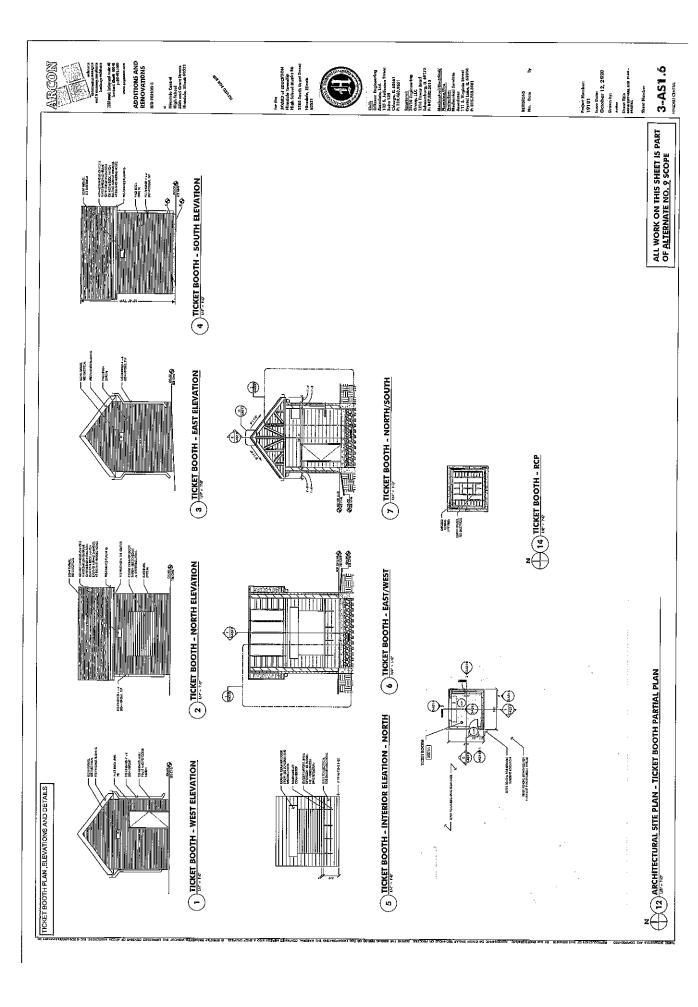
- a) Ordinance Provision: Sec. 7-310: Bulk, Space and Yard Requirements
- b) Variation Sought:
  - i) Accessory structure exceeds the height limitations.
- c) Minimum Variation:
  - i) Allow structure to be 27'-6" in height (light fixture base is 2'-6", light fixture pole is 25'-0").
- d) Standards for 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.

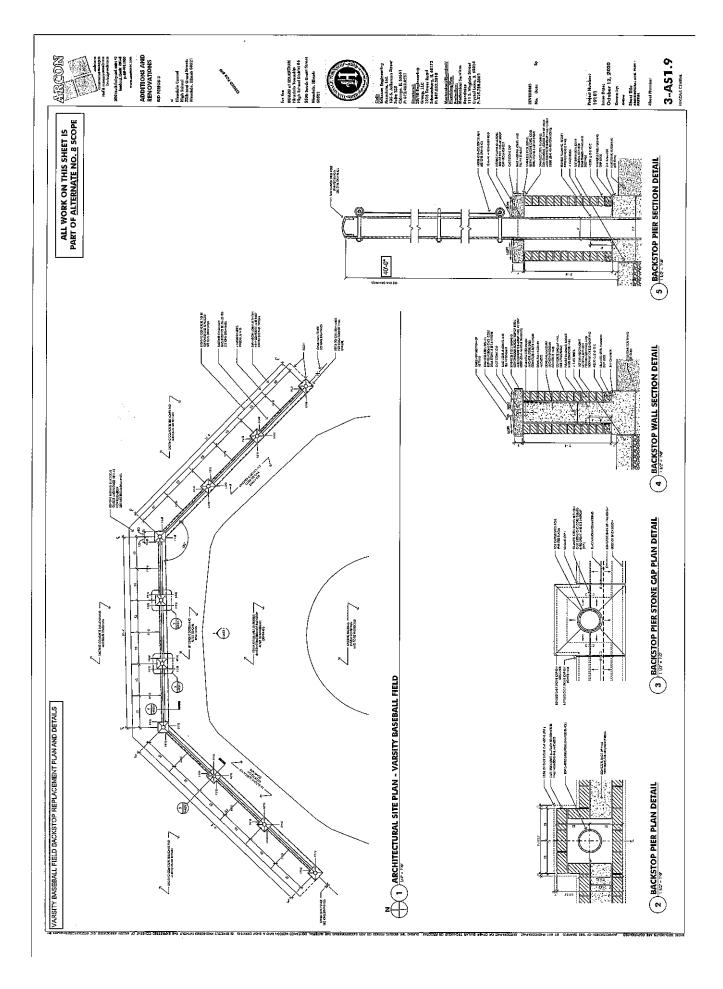


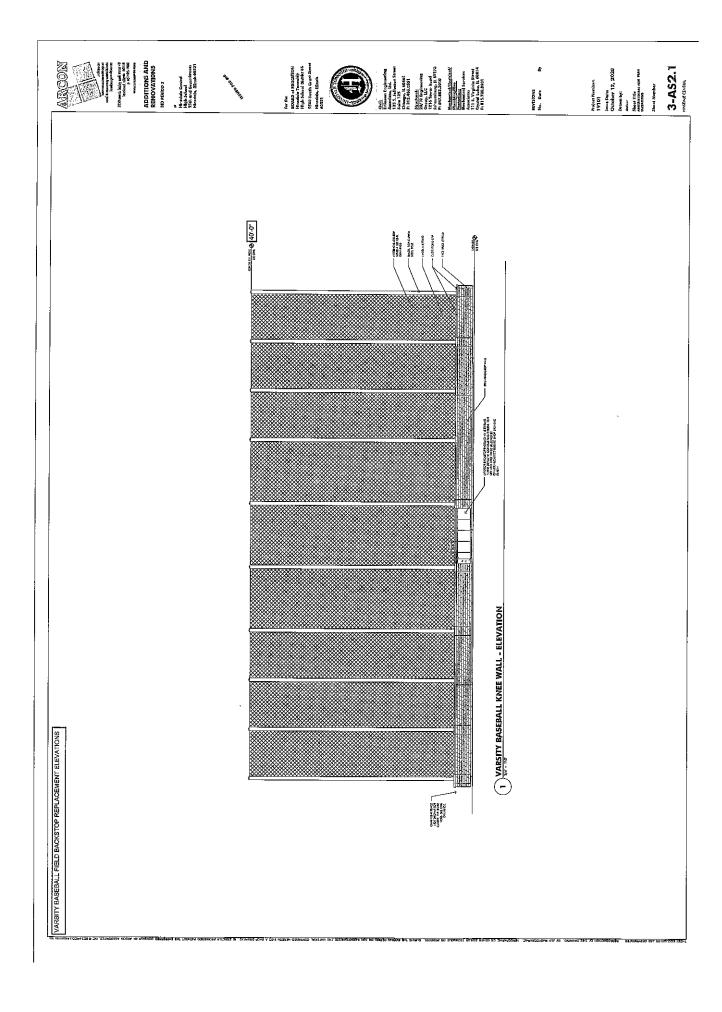


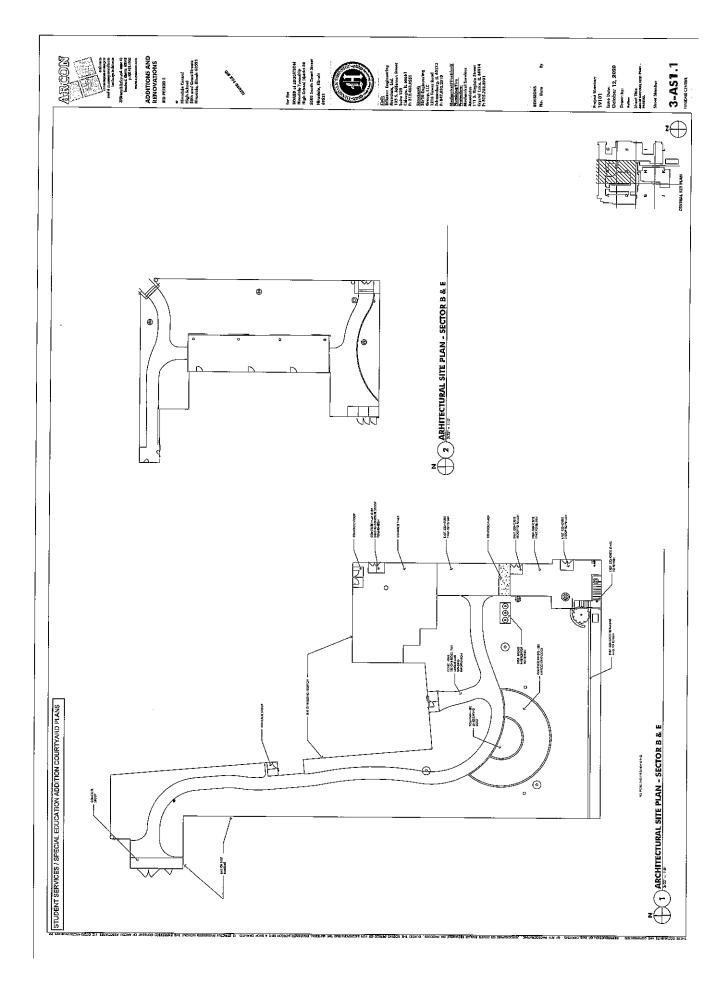


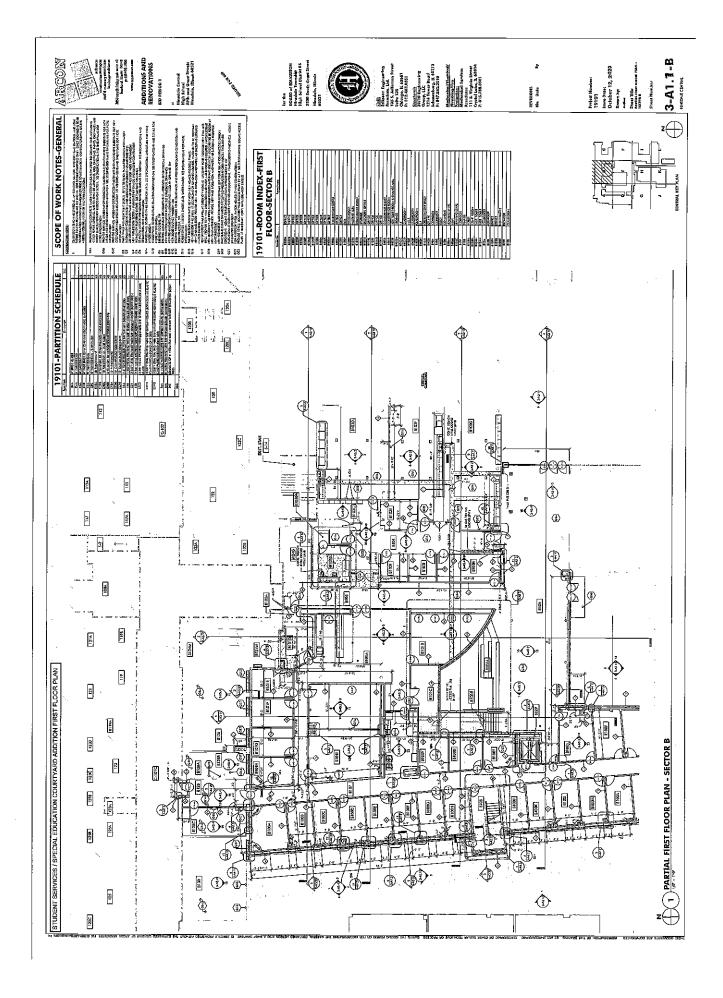


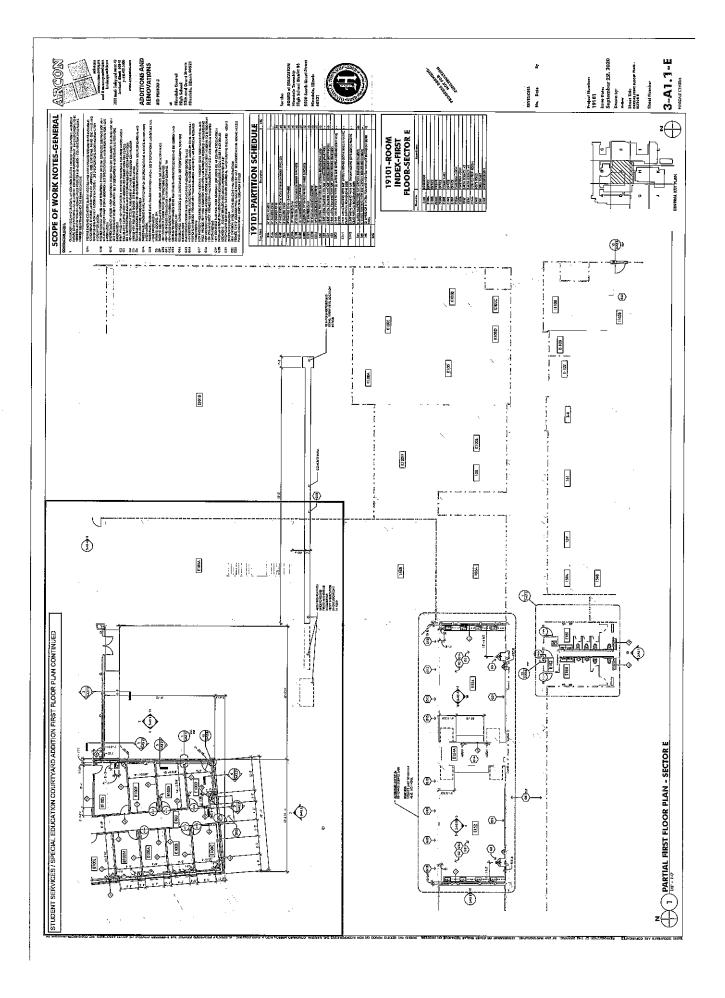


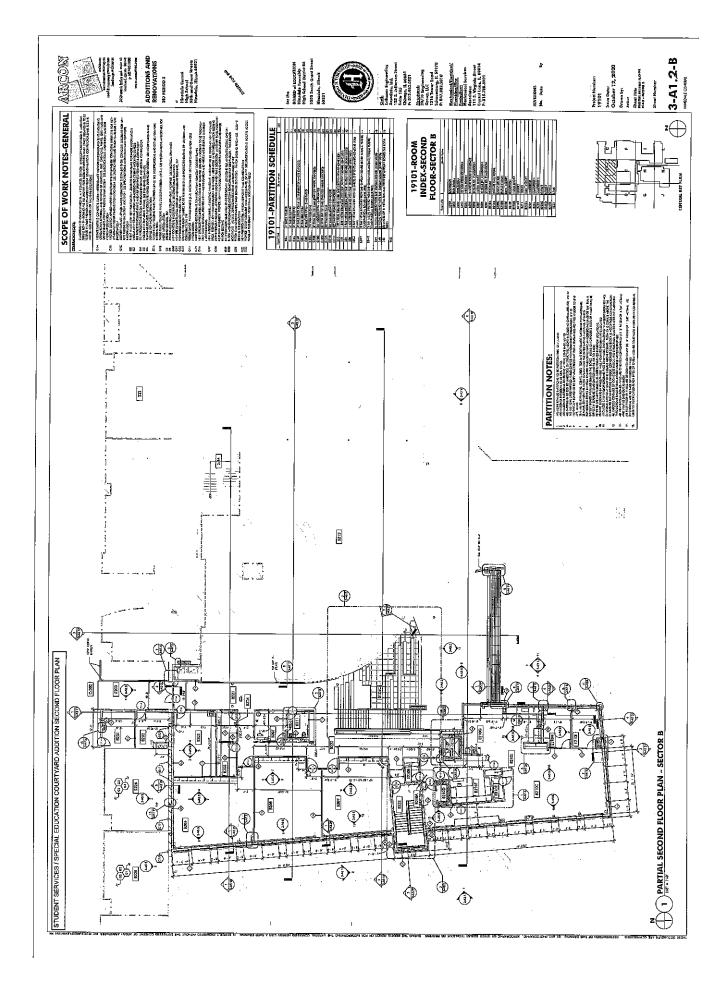


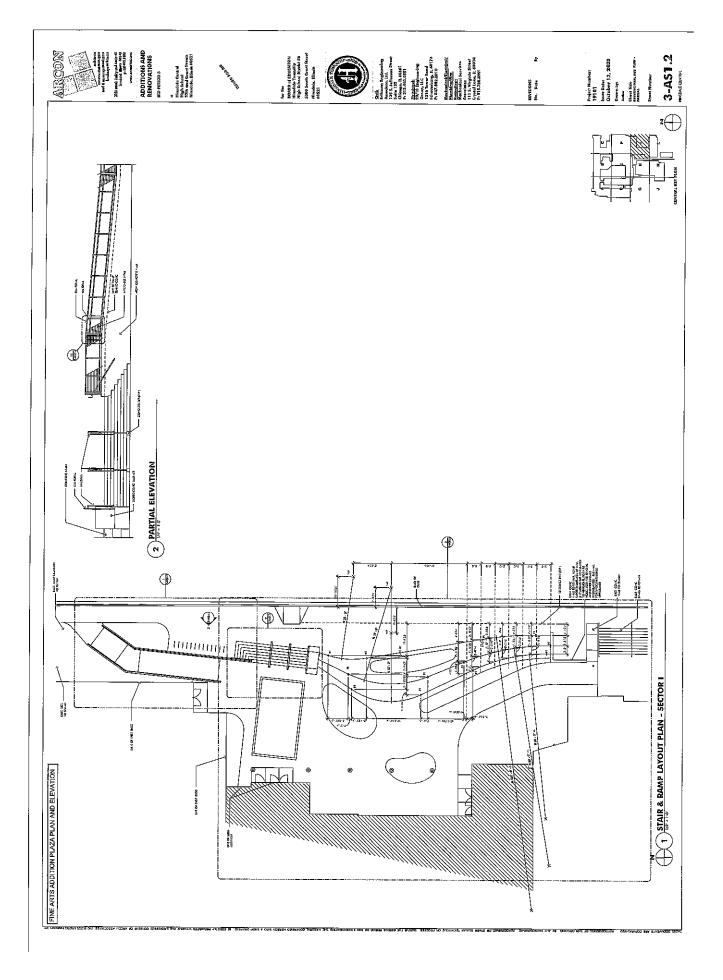


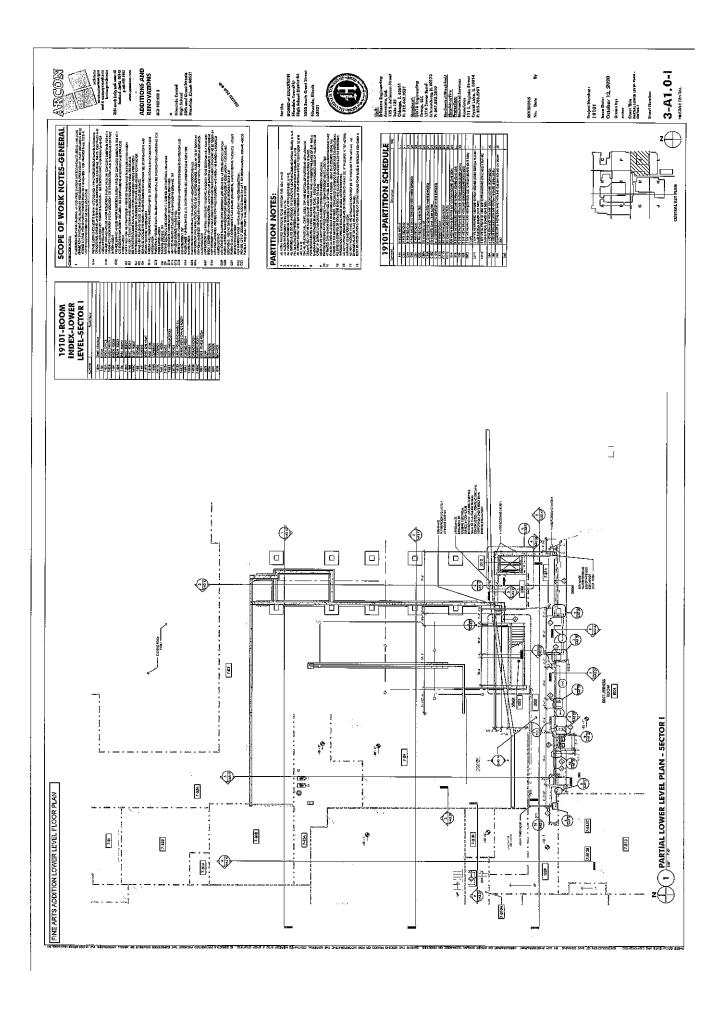


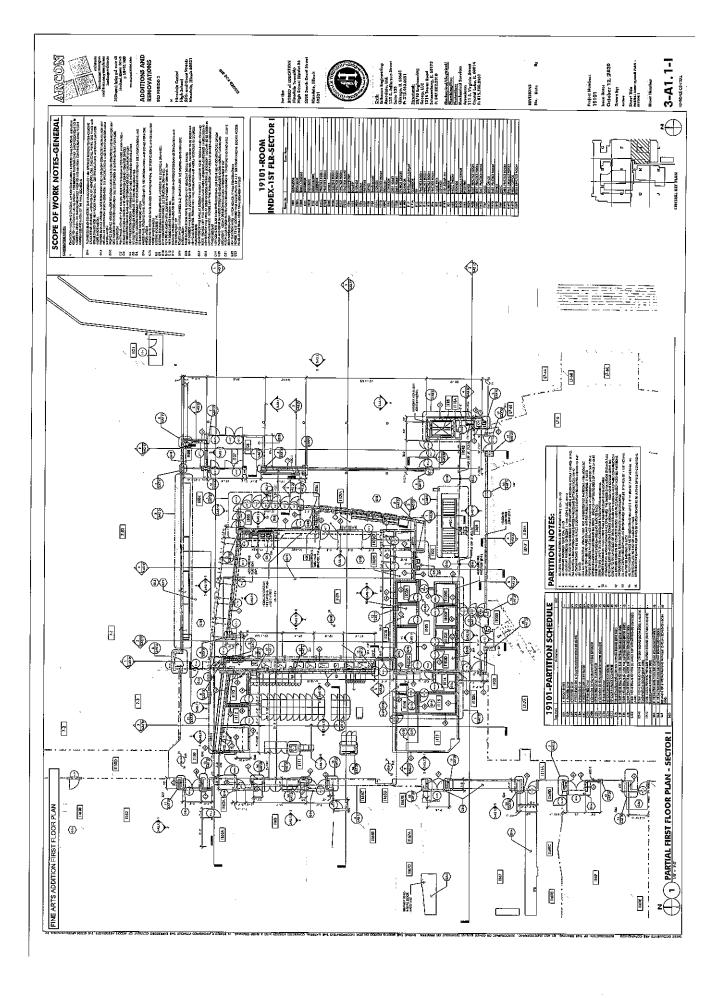


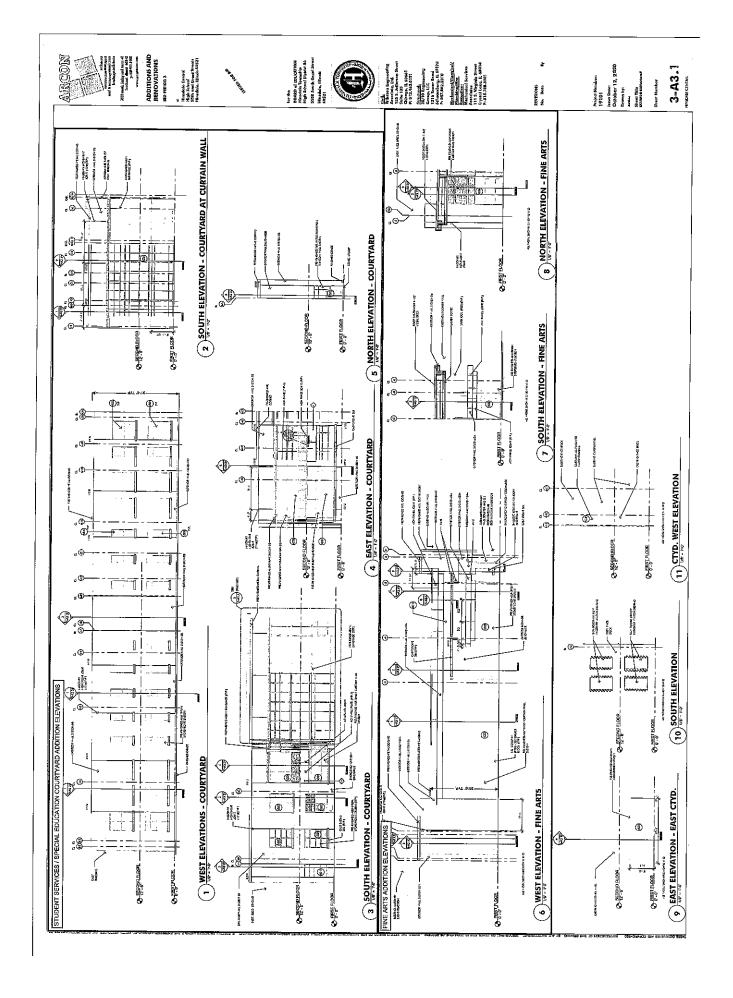


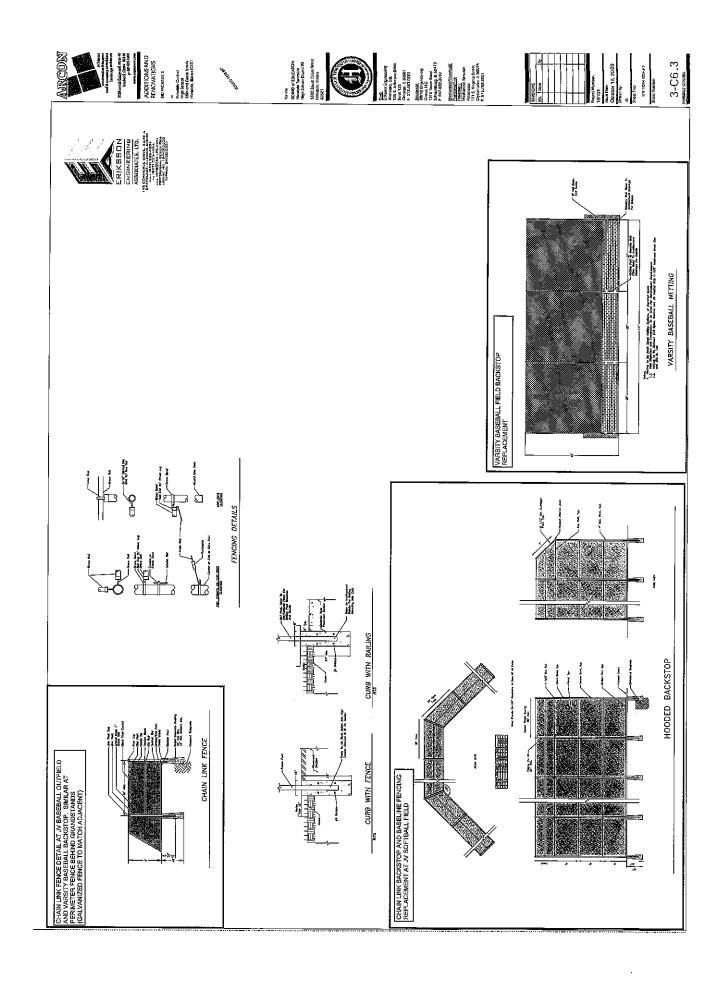


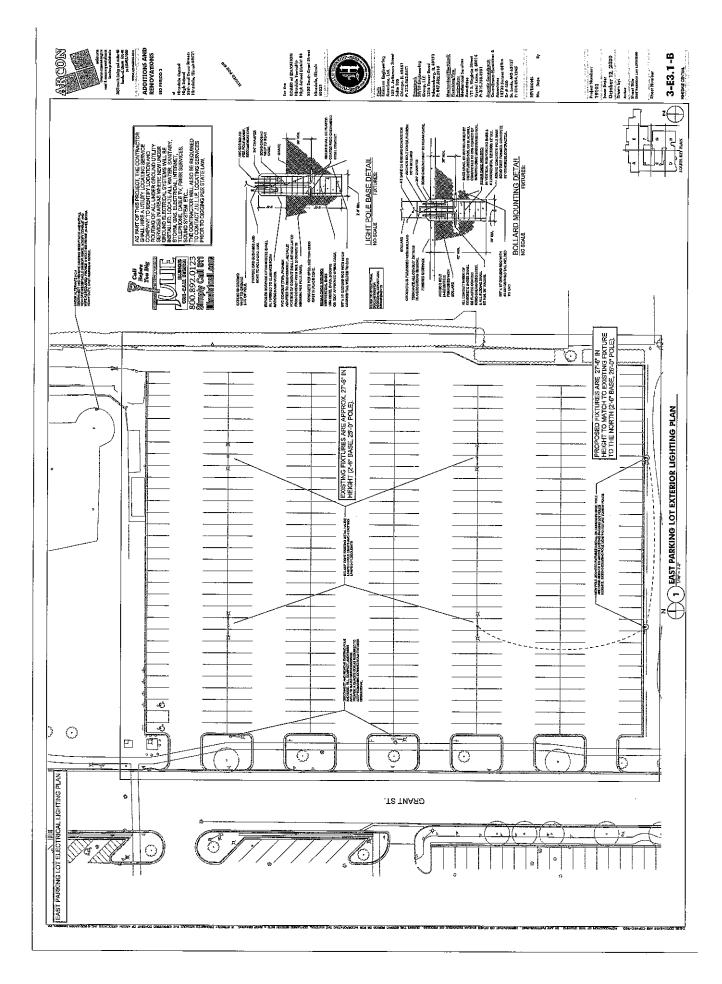








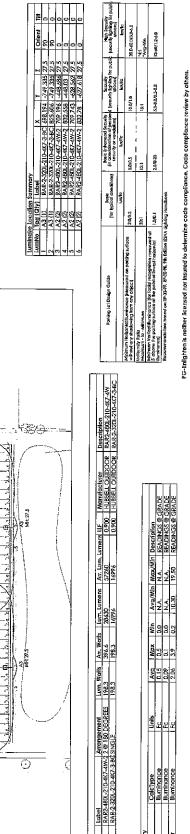




HINSDALE, IL Revisions 2caje: J. = 39.

Daje: 3\e\2000
Dianu 9\h: joet cajpus 654-euj3.

Dianu 9\h: 7aej Cajjjus :noilozo. Page 1 of 1 HIN2DALE CENTRAL PARKING LOT

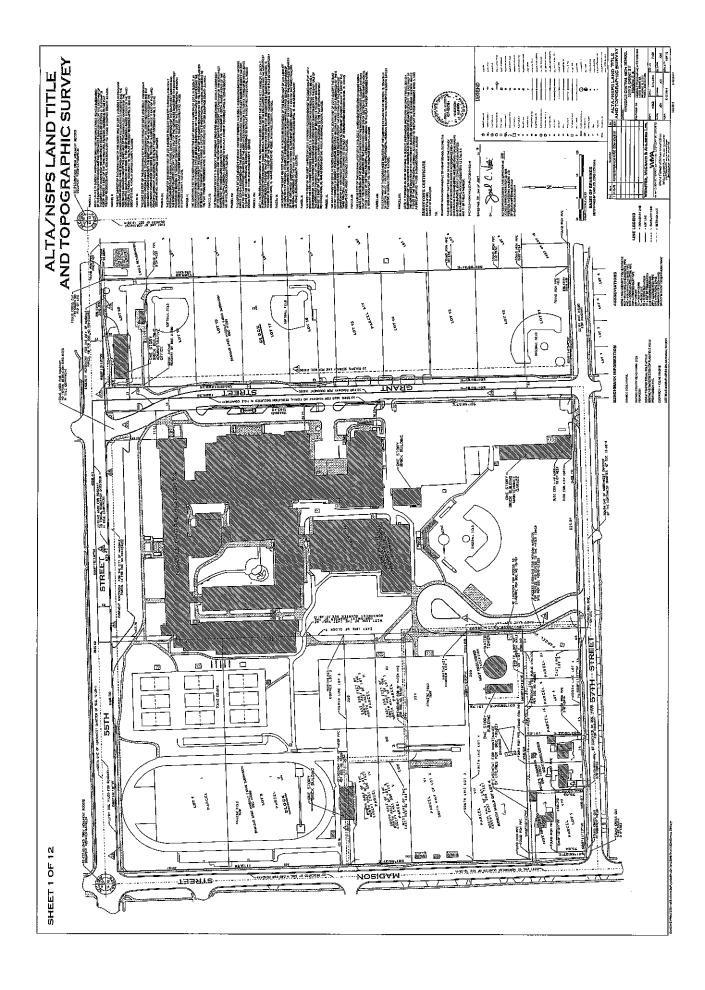


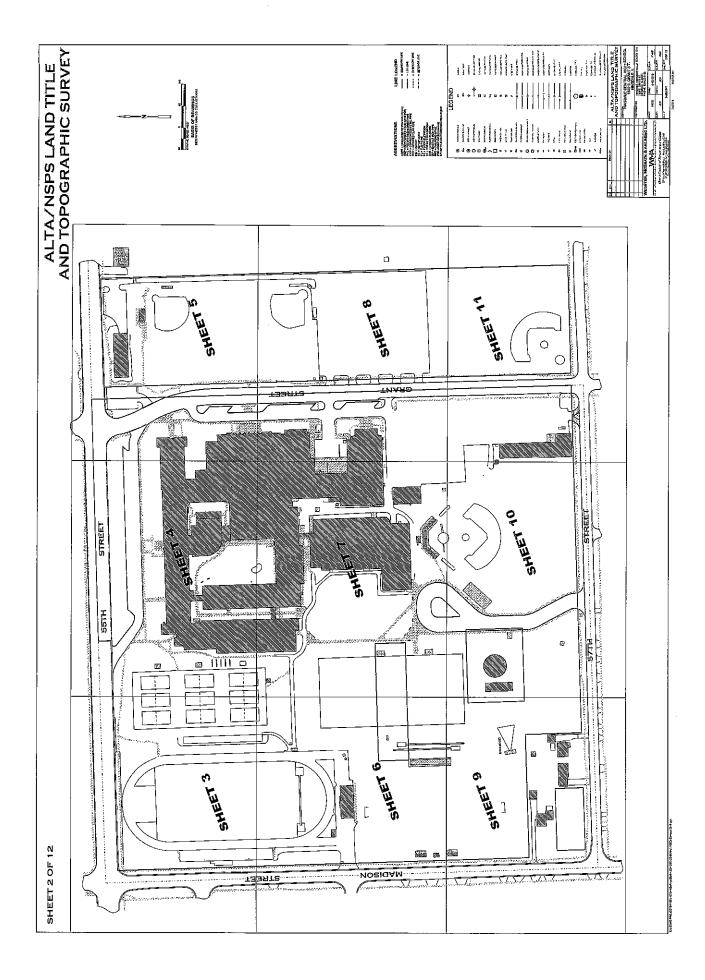
CalcType Illuminance Illuminance

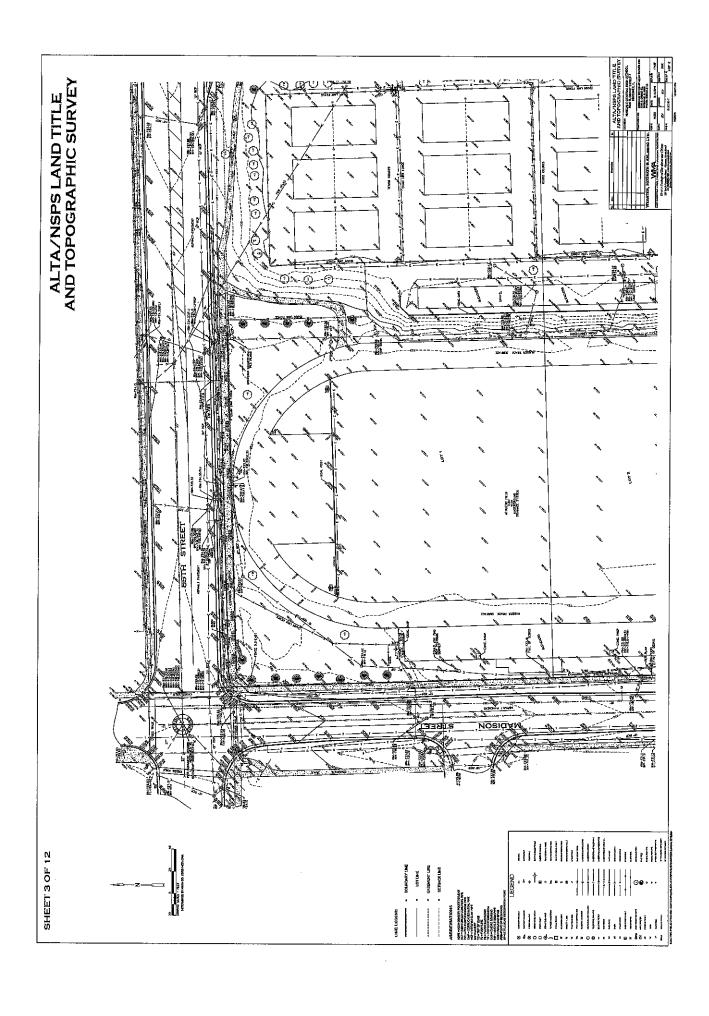
Calculation Summary
Label
FENCE UNE EAST
FENCE LINE SOUTH
PARKING LOT Planer

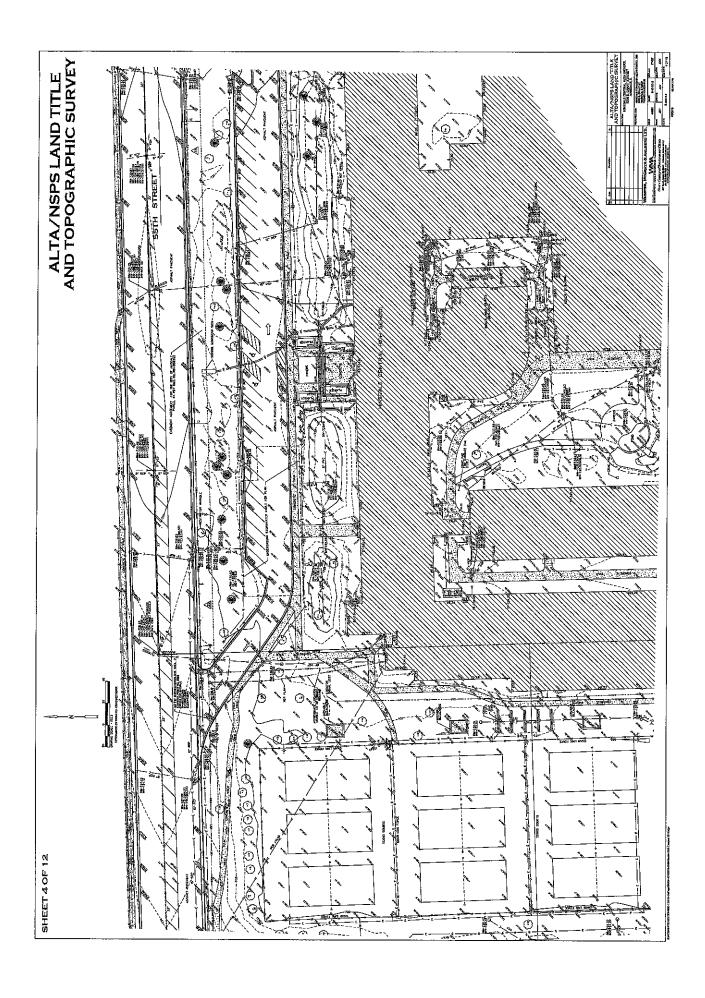
12-60/12-6.0

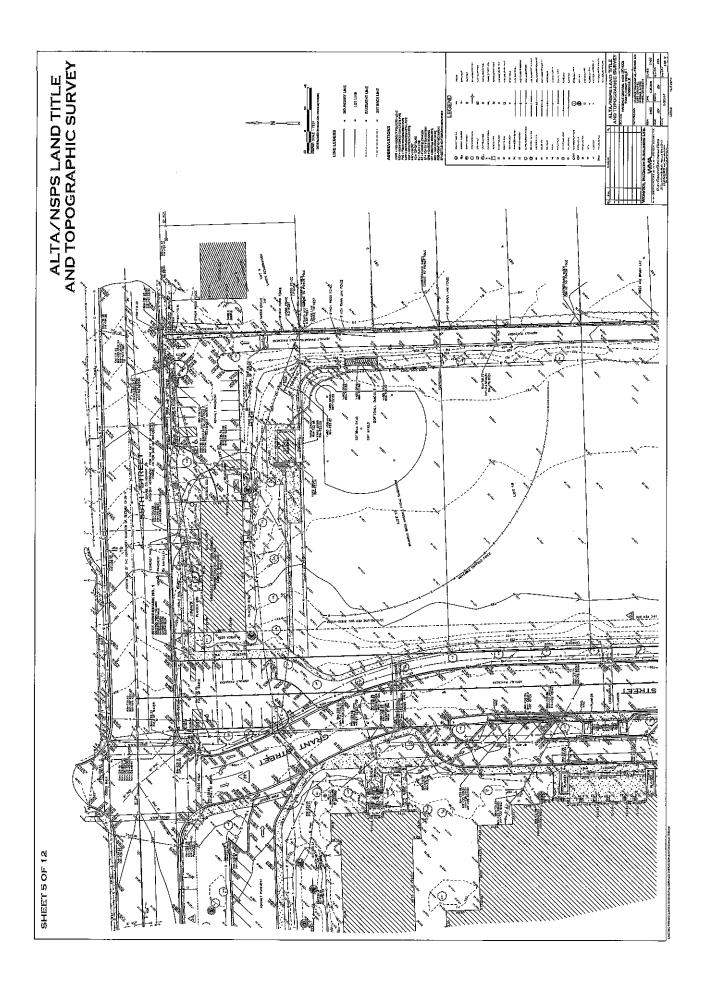
|--|

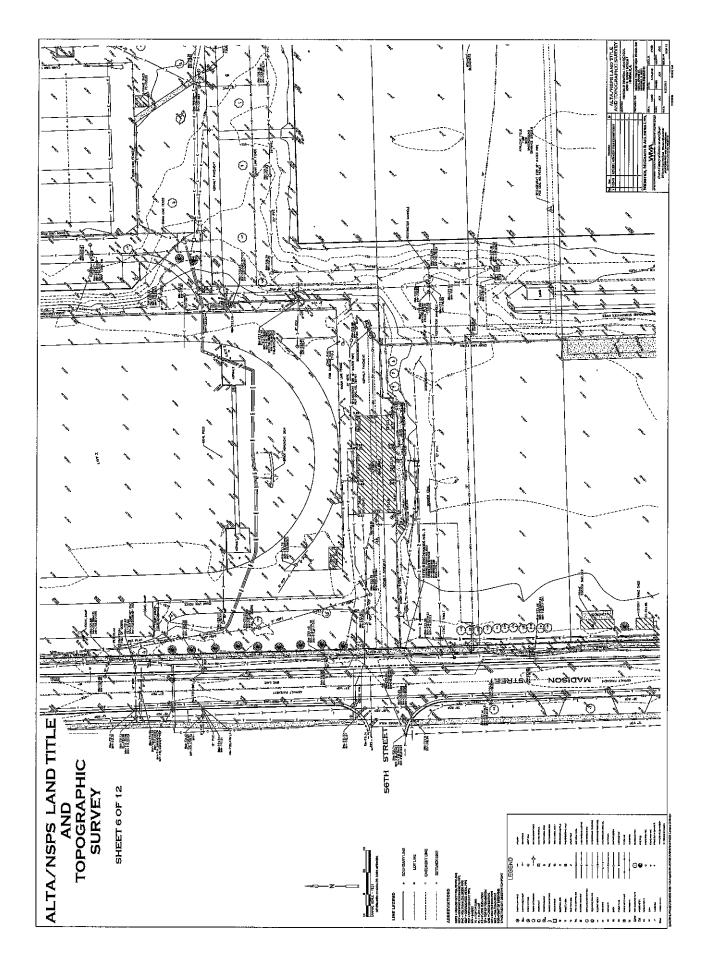


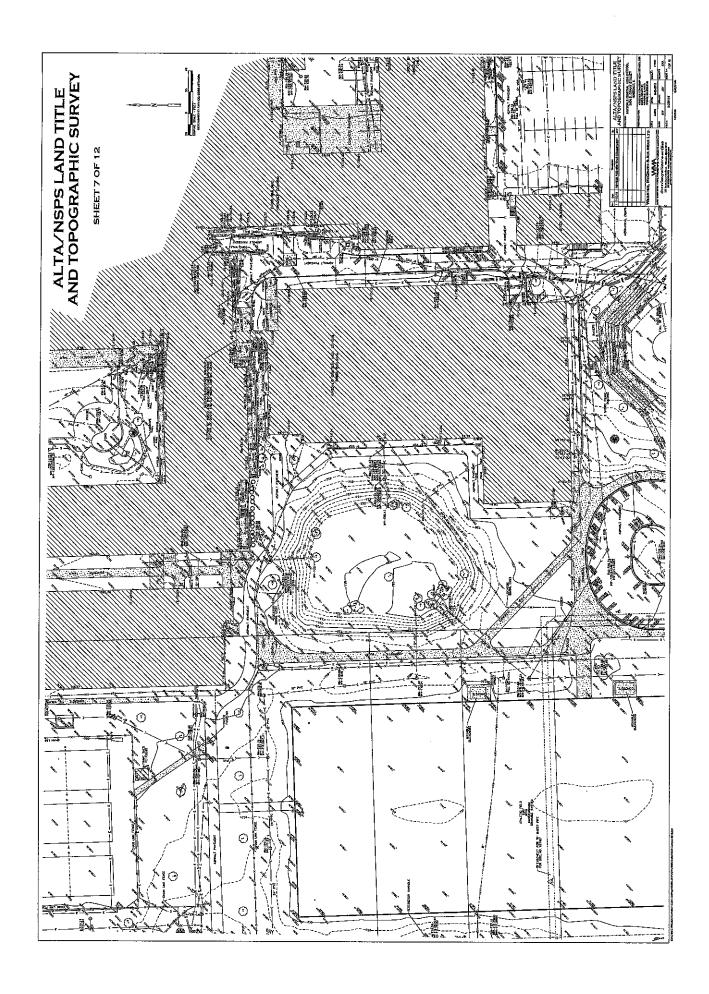


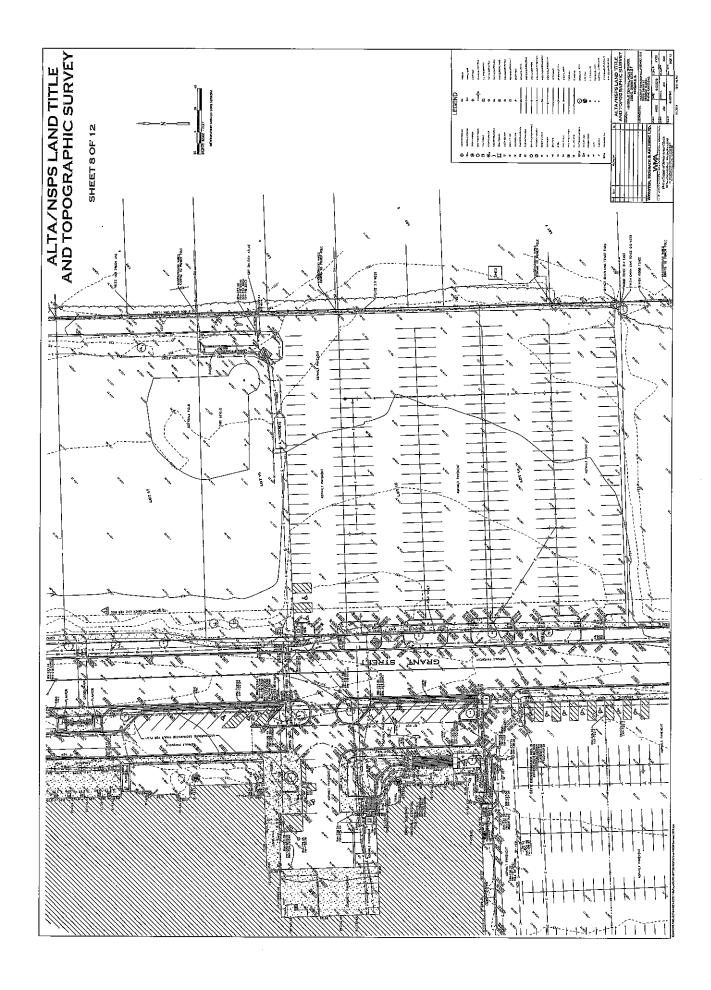


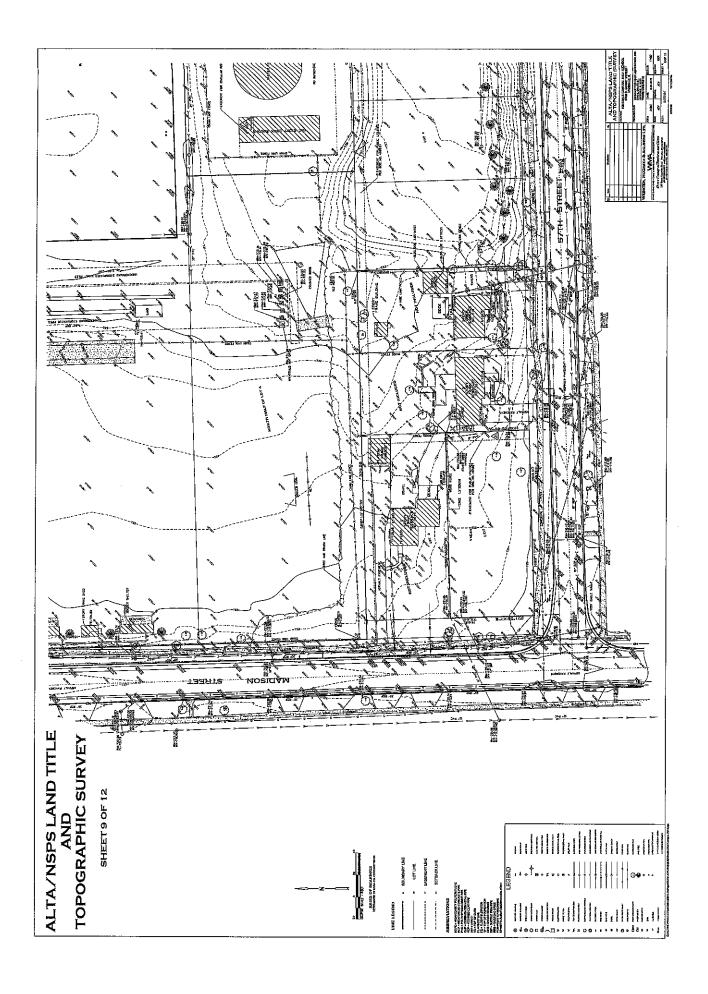


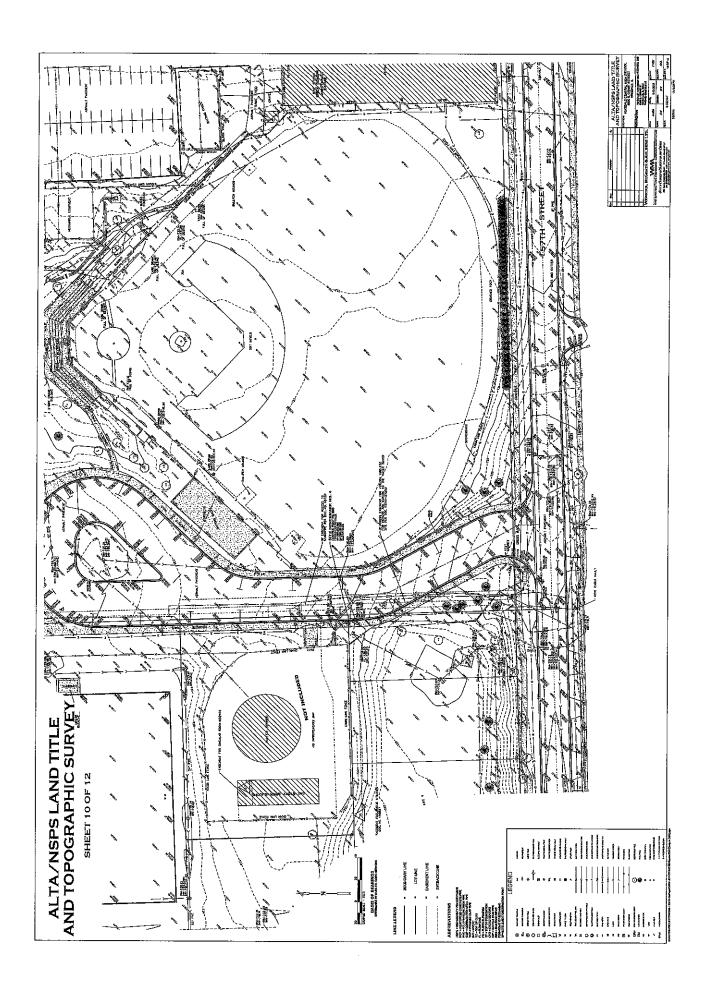


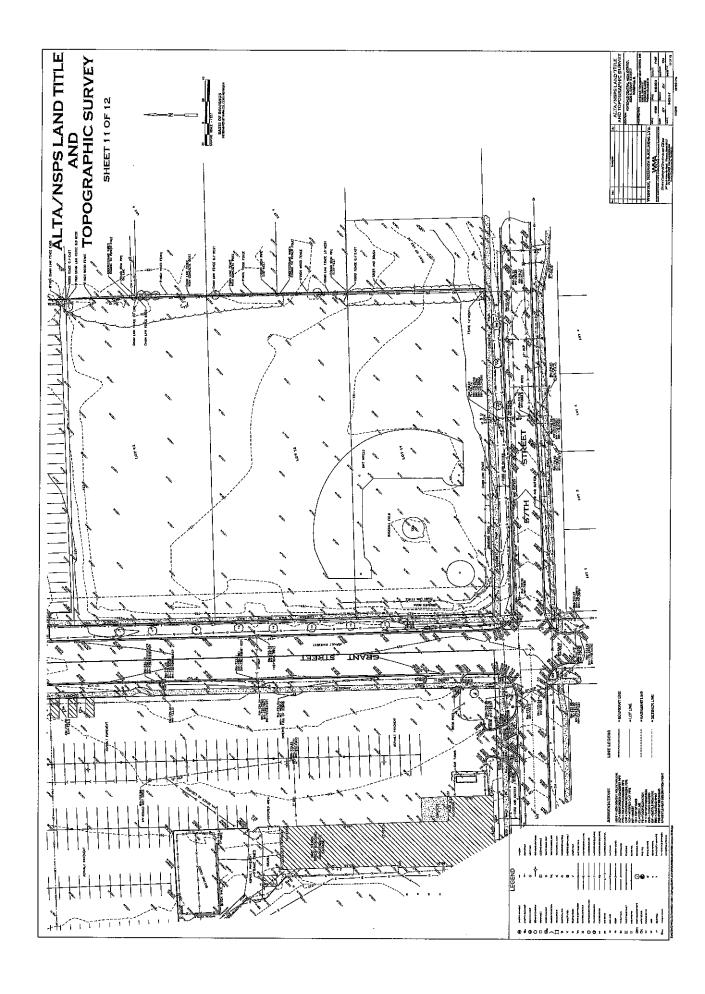












ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 12 OF 12

- неменьные от соверят деламент выпусков на подмент на выпусковы може и ме В патака выпусков на поставляет выпусков потерую, потерую, потерую на поставляет и меня Куз все, но без веже не поставляет выпусков поставляет потеру.

																		ADDREVATE	INCH STATE STATE	Manager of the second	CUP - COMPLEASE.	AND THE PERSON	TO BEST OF THE	A ROOF LINE	T- TOP OF STREET		No Samoou		
		-	7	Plantinheim	TOTAL PROPERTY.	Market Na	Name of Persons and	NAME AND PARTY	Annual Company	Contract (Section 1)	a bu cafe o	(Au-dehalis)	And in the latest	Management of	Notice that the same of	-	Water Designation	-	2	D-RIVER O	1	1	1	ž	-	į	Person terror	- Property property	- Continues
LEGEND	•	ı	•	Ŷ	8	۰	ı	•	۰	В	•				ļ				   	 			0	-6	•		•		
		-	7	and designations of the last	- Director	Mary Edenta	PARTIE CONTINUE	- Charles		count three	Manager 1	and Cheese has	ACCOMPANY OF THE	- Carthernous Cart	TO THE PERSON NAMED IN	****		-	1	1	The second second	-	Annual translation	P. Strake	- Contract	•	7044	ļ	
	9	ı	•	o	0	٩	_	п	Þ	,	,	,	×	0	ð				•	\$	•		ě	8	b	,	,	ł	

	-	-	7	Plantahahah	79-100	Mention, Na	THE COMMENTS OF	100	PARTIE CONTROL	T-MODE TO THE T	the called	(Au-diministration)	and the same of th	MINISTER IN	Acquire manage	THE PARTY OF THE P	WEST STREET
LEGEND	•	ı	*	Ŷ		•	ş	•	•		•	ļ					
	ı	ı	*	-		ł						1	ž	-	ı		

TIONS

GIVESTIFICATE

SECURITY OF

EXAMPLE OF

EXAMPLE

## TABLE OF COMPLIANCE

Address of subject property: _	5500 South	Gran	t Street	
The following table is based or	n the IB	3	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		÷ • • • • • • • • • • • • • • • • • • •	
	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
    - 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.