



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/39nsbbzw>

Meeting ID: 832 2193 2179

Passcode: 610134

Dial in: 1 312 626 6799

**ZONING BOARD OF APPEALS
WEDNESDAY, February 17, 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 January 20, 2021
- 4. APPROVAL OF FINAL DECISIONS**
 - a) Final Decision for V-06-20, 5500 South Grant Street (Hinsdale Central High School)
 - b) Findings of Fact and Recommendation to the Village Board for V-06-20, 5500 South Grant Street (Hinsdale Central High School)
- 5. RECEIPT OF APPEARANCES**
- 6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE**



MEETING AGENDA

7. PRE-HEARING AND AGENDA SETTING

- a) V-03-21, 505 South County Line Road

8. PUBLIC HEARING

- a) V-07-20, 425 & 417 Elm Street
- b) V-01-21, 428 East 55th Street
- c) V-02-21, 33 South Garfield Avenue

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 the 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.

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VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS
MINUTES OF THE MEETING
January 20, 2021

1. ROLL CALL

Present electronically: 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, January 20, 2021 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 December 16, 2020

Following changes to the draft minutes, Member Podliska **moved to approve the draft minutes of December 16, 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.

4. APPROVAL OF FINAL DECISIONS – None

5. RECEIPT OF APPEARANCES

Court reporter, Ms. Kathy Bono, administered the oath to all persons intending to speak during tonight's proceedings.

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-07-20, 425 & 417 Elm Street

Ms. Jenna Edelmayer, from Michael Abraham Architecture, addressed the Board. She explained the homeowners currently own 425 Elm Street and want to buy the neighboring vacant lot, 417 Elm Street, and consolidate the properties. This would increase the width of the 425 property, resulting in the necessity of a variance for minimum total side yard requirement. The existing house will remain in its current location, but will be in the interior side yard resulting in about 5' feet of necessary relief. No additions or extensions to the existing house are planned, and the consolidation will reduce the existing non-conformity.

Mr. Steve Groetsema, homeowner, added they are completing a painstaking renovation to the existing 100-year old home. Their intent is to create a magnificent lot for their family to enjoy, an investment in the future and history of the property.

Trustee Podliska asked if joining the two lots would reduce other non-conforming aspects of the property. Ms. Edelmayer provided floor area ratio (FAR) and building coverage numbers, but lot coverage was unavailable. It was noted that if anything new were built on the lot it would have to meet current zoning requirements. Mr. McGinnis noted the scope of work on the existing property does not meet the definition of demolition, and that if those lots were subdivided in the future, they would have to be conforming lots.

Chairman Neiman advised the applicant to be prepared to review the approving criteria and explain why those have been met, and to reach out to neighbors for input. The hearing was set for the next scheduled meeting of the Zoning Board of Appeals.

b) V-01-21, 428 East 55th Street

Mr. Mahesh Patel, homeowner, addressed the Board stating he purchased the property in 2013, that consists of two lots. He resides at 5500 S. County Line Road, the back lot is 428 E. 55th Street. He would like to put a house on the back lot, but needs zoning relief to do so. He is convinced the back lot has the potential to have a house without issue to anyone. Otherwise, he is stuck with a huge backyard needing too much maintenance and of no value. He does not believe there was ever a house on the 428 E. 55th Street property. Mr. Patel stated he purchased the property as two lots, but speculates that it was subdivided at some time in the past.

Discussion followed regarding the size of the 428 lot relative to other lots on 55th Street, as well as the size of a future home relative to others. Mr. Patel stated he intends to install a circular driveway to address concerns regarding traffic on 55th

1 Street. Mr. McGinnis added there is enough lot width for a circular driveway, but
2 the curb cuts will be up to the County.

3 Chairman Neiman advised the applicant to be prepared to review the approving
4 criteria and explain why those have been met, and to demonstrate neighbor
5 support, as it is an implied criteria for approval. The hearing was set for the next
6 scheduled meeting of the Zoning Board of Appeals.

7
8 **c) V-02-21, 33 South Garfield Avenue**

9 Ms. Jamie Zaura, project architect, and Mr. Kevin Flynn, homeowner, were
10 present. Ms. Zaura explained the Flynn's purchased the property last month. The
11 main building is office space, the barn is a residence. The applicant is requesting
12 6.3%, or 3,427' square feet, of relief from total lot coverage requirements in the O-
13 1 zoning district. Additionally, the applicant is requesting relief from the parking
14 requirement of nine spaces, to four spaces.

15 Mr. Flynn stated he believes the proposed parking is a workable solution, and for
16 the residence only one parking space is needed.

17 Chairman Neiman advised the applicant to be prepared to review the approving
18 criteria and explain why those have been met, and to reach out to neighbors for
19 input. The hearing was set for the next scheduled meeting of the Zoning Board of
20 Appeals.

21
22 **8. PUBLIC HEARING**

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

24 *(A transcript of the following proceedings is on file with the Village Clerk.)*

25 Chairman Neiman opened the public hearing, and explained the Board would hear
26 each of the six variation requests separately, and vote on each. He noted that all
27 but one are a recommendation to the Village Board. Director of Community
28 Development Robb McGinnis clarified his conversation with the Village Attorney
29 regarding the conflicts in the municipal and zoning codes with respect to fence
30 approvals. Out of an abundance of caution, it was recommended to stay the
31 course, and treat these items the same as was done for Phase 1 of the project.

32 Mr. Nick Graal, project architect, presented to the Board. Also present
33 representing the high school were Mr. Jason Oskorep, Facilities Director, and Ms.
34 Dorothy McCarty and Mr. Jack Stumpf, owners representatives.

35
36 **Variation request #1 - Grandstand and press box**

37 Mr. Graal introduced the request to replace the existing grandstand and press box.
38 These structures are existing non-conforming accessory structures. They are
39 proposing a one for one replacement, with slight improvements to the existing
40 height. They are also asking that the landscape screening requirement be waived,
41 but will preserve the evergreens that provide some screening on Madison. They
42 are also asking to waive the outdoor activity open space buffer requirement. The
43 seating for the grandstand will increase from 2,402 to 2,409, and accessibility
44 ramps will be installed for building code compliance. He noted there is no change
45 to the gate off Madison to the west of the huddle house. Discussion followed
46 regarding use of the gates.

47 There were no additional questions from the Board, and no public comment on the
48 matter.

49 Member Podliska moved to close the public hearing for V-06-20, 5500 South

1 **Grant Street, variation request #1 for a grandstand and press box.** Member
2 Giltner seconded the motion.

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

6 **NAYS:** None

7 **ABSTAIN:** None

8 **ABSENT:** None
9

10 Motion carried.
11

12 **DELIBERATIONS**

13
14 Member Moberly began deliberations stating he had concerns regarding safety on
15 Madison, but the explanation of the applicant has satisfied his concerns. He has
16 no objections to the request. Member Podliska agrees the standards for approval
17 have been met.

18 Member Podliska moved to **approve the request for V-06-20, 5500 South Grant**
19 **Street, variation request #1 for a grandstand and press box.** Member Alesia
20 seconded the motion.
21

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

24 **NAYS:** None

25 **ABSTAIN:** None

26 **ABSENT:** None
27

28 Motion carried.
29

30 **Variation request #2 - Replace chain link fence perimeter of grandstand** 31 **and press box**

32 Chairman Neiman noted this approval is a recommendation only to the Board of
33 Trustees.

34 Mr. Graal explained this fence is located behind the grandstand. The fence is
35 currently galvanized chain link, and will be replaced in kind. He explained this is
36 only a partial replacement, in order to provide site access for construction. He
37 summarized the standards for approval, noting the fence will be the same height,
38 and chain link is a good choice to provide security and visibility. There were no
39 questions from the Board. There was no public comment.

40 Member Podliska moved to **close the public hearing for V-06-20, 5500 South**
41 **Grant Street, variation request #2 for perimeter fencing for the grandstand**
42 **and press box.** Member Giltner seconded the motion.
43

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

46 **NAYS:** None

47 **ABSTAIN:** None

48 **ABSENT:** None
49

1 Motion carried.

2 **DELIBERATIONS**

3
4 Member Podliska believes the standards for variations have been met as set forth in
5 the submission, and as stated in the hearing. He would recommend approval to the
6 Village Board. The Board concurred.

7 Member Podliska moved to recommend approval to the Village Board of Trustees
8 of V-06-20, 5500 South Grant Street, variation request #2 for perimeter fencing
9 for the grandstand and press box. Member Giltner seconded the motion.

10
11 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
12 Neiman

13 **NAYS:** None

14 **ABSTAIN:** None

15 **ABSENT:** None

16
17 Motion carried.

18
19 Chairman Neiman reviewed the standards used by the Board to approve this request
20 to be included in the Final Decision.

21
22 **Variation request #3 – Construction of a ticket booth that exceeds allowable**
23 **height for an accessory structure**

24 Chairman Neiman noted this approval is a recommendation only to the Board of
25 Trustees.

26 Mr. Graal said they are requesting two feet of height relief for the construction of a
27 ticket booth. The allowable height is 15' feet, the proposed structure would be 17'
28 feet. They want to match the huddle house, and they want the building to be
29 consistent with last year's Phase 1 approvals for the soccer shelters. He noted that
30 the building is deep within the site, away from public view from 55th Street and
31 Madison. The Board had no further questions, there was no public comment.

32 Member Podliska moved to close the public hearing for V-06-20, 5500 South Grant
33 Street, variation request #3 for the construction of a ticket booth. Member
34 Murphy seconded the motion.

35
36 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
37 Neiman

38 **NAYS:** None

39 **ABSTAIN:** None

40 **ABSENT:** None

41
42 Motion carried.

43
44 **DELIBERATIONS**

45
46 Member Murphy began deliberations stating he believes the applicant has met the
47 requirements for approval. The Board agreed.

48 Member Podliska moved to recommend approval to the Village Board of Trustees
49 of V-06-20, 5500 South Grant Street, variation request #3 for the construction of

1 **a ticket booth** Member Giltner seconded the motion.

2
3 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
4 Neiman

5 **NAYS:** None

6 **ABSTAIN:** None

7 **ABSENT:** None

8
9 Motion carried.

10
11 Chairman Neiman reviewed the standards used by the Board to approve this request
12 to be included in the Final Decision.

13
14 **Variation #4 – Replace chain link fencing backstop around varsity baseball**
15 **field**

16 Chairman Neiman noted this approval is a recommendation only to the Board of
17 Trustees.

18 Mr. Graal explained the existing chain link fence and hooded backstop is an existing
19 non-conformity. They propose replacing the fence in kind, and installing safety
20 netting and poles. This is the standard for baseball and softball fields. It is safer for
21 patrons, and provides aesthetic and sight line improvements. This request is
22 consistent with improvements approved last year. The Board had no further
23 questions, and there was no public comment. Member Murphy moved to **close the**
24 **public hearing for V-06-20, 5500 South Grant Street, variation request #4**
25 **replacement of chain link fencing and backstop around varsity baseball field.**
26 Member Giltner seconded the motion.

27
28 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
29 Neiman

30 **NAYS:** None

31 **ABSTAIN:** None

32 **ABSENT:** None

33
34 Motion carried.

35
36 **D E L I B E R A T I O N S**

37
38 Member Moberly began deliberations stating he believes the criteria for approval
39 have been met. The Board agreed.

40 Member Podliska moved to **recommend approval to the Village Board of Trustees**
41 **of V-06-20, 5500 South Grant Street, variation request #4 replacement of chain**
42 **link fencing and backstop around varsity baseball field.** Member Giltner
43 seconded the motion.

44
45 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
46 Neiman

47 **NAYS:** None

48 **ABSTAIN:** None

49 **ABSENT:** None

1
2 Motion carried.

3
4 Chairman Neiman reviewed the standards used by the Board to approve this request
5 to be included in the Final Decision.

6
7 **Variation #5 – Install chain link fencing around softball and baseball fields**

8 Chairman Neiman noted this approval is a recommendation only to the Board of
9 Trustees.

10 Mr. Graal introduced the item requesting a variation for material and height for a black
11 coated chain link fence in the outfield to block the field of play from a required drainage
12 basin installed per Village engineering requirements. The second request is for the
13 black coated chain link at the junior varsity softball field. This is a one for one
14 replacement of the existing non-conforming fence and hooded backstop. The existing
15 fence is past its useful life. The third location is the varsity baseball field where a
16 small portion on each side of the dugout shelters will be a one for one existing non-
17 conforming replacement. The fencing in all three locations is consistent with baseball
18 and softball field standards, and consistent with what was previously installed in
19 Phase 1. The Board had no further questions, and there was no public comment.

20 Member Podliska moved to **close the public hearing for V-06-20, 5500 South Grant**
21 **Street, variation request #5 installation of chain link fencing around softball and**
22 **baseball fields.** Member Giltner seconded the motion.

23
24 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
25 Neiman

26 **NAYS:** None

27 **ABSTAIN:** None

28 **ABSENT:** None

29
30 Motion carried.

31
32 **DELIBERATIONS**

33
34 Member Podliska believes the standards for variations have been met as set forth in
35 the submission, and as stated in the hearing. He would recommend approval to the
36 Village Board. The Board concurred.

37 Member Alesia moved to **recommend approval to the Village Board of Trustees**
38 **of the variation for V-06-20, 5500 South Grant Street, variation request #5**
39 **installation of chain link fencing around softball and baseball fields.** Member
40 Giltner seconded the motion.

41
42 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
43 Neiman

44 **NAYS:** None

45 **ABSTAIN:** None

46 **ABSENT:** None

47
48 Motion carried.

Chairman Neiman reviewed the standards used by the Board to approve this request to be included in the Final Decision.

Variation #6 – Parking lot light fixtures exceeding allowable height

Chairman Neiman noted this approval is a recommendation only to the Board of Trustees.

Mr. Graal explained the request for two proposed fixtures for the new lot that conform in height to those that were approved in Phase 1. The request is for a variation for an accessory structure, as they will exceed the allowable 15' feet. These will be 27' feet 6" inches, with a concrete base and a 20' foot light pole. There are four existing non-conforming structures already in place; these will match that height. They will provide safety for after school hours recreational and extra-curricular activities. They are controlled, and dimmed after a certain time. The new fixtures are low profile LED lights providing a larger luminous surface area with low glare and high optical performance, and meet the standards of the Village code for allowable lumens. He explained it is a challenging area to light, because of site constraints. The Board had no further questions, and there was no public comment.

Member Podliska moved to **close the public hearing for V-06-20, 5500 South Grant Street, variation request #6 parking lot fixtures exceeding allowable height.** Member Murphy seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

DELIBERATIONS

Member Moberly began deliberations asking for confirmation that there have been no neighbor objection to the light poles. Mr. Oskorep and Ms. McCarty confirmed they have not received any objections to the light poles. Member Podliska had concerns initially about the proposed lighting, but with the additional information provided, he is convinced. The Board concurred the standards for variations have been met as set forth in the submission, and as stated in the hearing.

Member Podliska moved to **recommend approval to the Village Board of Trustees of V-06-20, 5500 South Grant Street, variation request #6 parking lot fixtures exceeding allowable height.** Member Moberly seconded.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

1 Chairman Neiman reviewed the standards used by the Board to approve this request
2 to be included in the Final Decision.

3
4 Chairman Neiman thanked Mr. Graal for his detailed presentation of these matters, and
5 his thorough outreach to neighbors.

6
7 **9. NEW BUSINESS – None**

8
9 **10. OLD BUSINESS – None**

10
11 **11. ADJOURNMENT**

12 With no further business before the Zoning Board of Appeals, Member Podliska made
13 a motion to **adjourn the regularly scheduled meeting of the Zoning Board of**
14 **Appeals of January 20, 2021.** Member Murphy seconded the motion.

15
16 **AYES:** Members Moberly, Alesia, Giltner, Murphy, Lee, Podliska and Chairman
17 Neiman

18 **NAYS:** None

19 **ABSTAIN:** None

20 **ABSENT:** None

21
22 Motion carried.

23
24 Chairman Neiman declared the meeting adjourned at 8:02 p.m.

25
26
27
28
29 _____
30 Christine M. Bruton

Approved: _____

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

ZONING CASE NO: V-06-20

PETITIONER: ARCON Associates, Inc. on behalf of Hinsdale Township High School District 86

APPLICATION: For certain Variations from the Zoning Code of the Village of Hinsdale ("Zoning Code") and to the Hinsdale Village Code relative to the replacement and/or construction of new improvements at Hinsdale Central High School, at 5500 S. Grant Street, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held electronically on Wednesday, January 20, 2021, pursuant to a notice published in The Hinsdalean on December 24, 2020.

PROPERTY: The subject property is commonly known as 5500 S. Grant Street, Hinsdale, Illinois (the "Property") and is legally described in **Exhibit A** attached hereto and made a part hereof.

SUMMARY OF REQUEST: The Village of Hinsdale has received a request from ARCON Associates, Inc., on behalf of property owner Hinsdale Township High School District 86 (the "Applicant") for certain variations relative to the replacement and/or construction of new improvements to the existing building and grounds known as Hinsdale Central High School located on the Property at 5500 S. Grant Street (the "Application"). The improvements proposed at this time are a part of Phase II of a program of improvements and upgrades to the High School taking place over a period of three (3) years. The general scope of Phase II improvements include a Fines Arts addition, student services and special education addition, replacement of the west side football field grandstand and press box, ticket booth building for the 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 (collectively, the "Phase II Improvements").

This Property is located in the IB Institutional Buildings Zoning District in the Village of Hinsdale at the southwest corner of 55th Street and Grant Street.

The Applicant has requested a variation to the following Sections of the Village Code and Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- to Sections 7-310 and 9-107(H)2 & 3, to allow construction of a grandstand and press box structure that exceeds height limitations within the corner side yard setback, as well as screening and buffering variations.

This variation request shall be referred to herein as the “Requested Variation.”

In addition to the Requested Variation, additional variations over which the Village President and Board of Trustees have final authority were sought and recommended for approval by the ZBA. Those variations were:

- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the partial replacement of the existing perimeter chain link fencing around the grandstand and press box structure with fencing of the same type (galvanized chain-link fencing) and height as the existing fencing;
- to Section 7-310 of the Zoning Code in order to allow the construction of a ticket booth that exceeds the allowable height for an accessory structure (seventeen (17) feet at its tallest point, exceeding the allowed height of fifteen (15) feet);
- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the replacement of the chain link fencing backstop around the varsity baseball field with the installation of safety netting and poles forty (40) feet in height;
- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the installation of black-coated vinyl chain link fencing at the junior-varsity baseball field, the installation of black-coated vinyl chain link fencing and a twenty-three (23) foot hooded backstop at the junior-varsity softball field, and the installation of black-coated vinyl chain link fencing at the varsity baseball field, adjacent to safety netting; and
- to Section 7-310 of the Zoning Code, in order to install two (2) parking lot light fixtures at a height of twenty seven (27) feet, six (6) inches, instead of the fifteen (15) foot maximum height for accessory structures set by the Zoning Code.

Together, these are the “Additional Variations” and, collectively with the Requested Variation, the “Variations”. The proceedings and findings and recommendation of the ZBA on the Additional Variations are detailed in a separate Findings and Recommendation from the ZBA to the Board of Trustees in this matter. The collective Variations are all described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On January 20th, 2021, following the conclusion of the public hearing on this matter, the ZBA indicated its approval of the Requested Variation on a vote of seven (7) in favor, zero (0) opposed, and zero (0) absent, and directed the preparation of this Final Decision.

PUBLIC HEARING: At the combined public hearing on the Variations, Project Architect Nick Graal testified as the representative of the Applicant on the Variations.

The representative of Applicant reviewed the Variations for the benefit of the ZBA, and how, in the opinion of the Applicant, the standards for Variations had been met.

In terms of the Requested Variation to allow construction/replacement of a grandstand and press box structure on the home field side off of Madison Street within the corner side yard setback, Mr. Graal explained that the setback encroachment and height are existing conditions of what is essentially a one-for-one replacement. The new pressbox structure will be 22'9" high, in contrast to the existing press box height of 23'6", but will still exceed the 15' height limitation set by the Village Code. The new structures are an upgrade in that they will conform to current building codes. Seat counts remain largely unchanged, with a total increase of seven (7) seats. The Applicant is also seeking waivers of the landscaping and screening requirements for the open areas, which will match the current conditions. A line of existing evergreen trees that provide some screening off of Madison Street to the fields are scheduled to be protected and will remain. Mr. Graal responded to some previously raised questions concerning the existing entrance gate and turnstyle off of Madison to the west of the huddle house. The existing gates will remain.

Mr. Graal concluded his presentation and members of the ZBA had no questions. There being no further questions or members of the public wishing to speak on the Requested Variation, the portion of the Public Hearing related to the Requested Variation was closed.

Members discussed the Requested Variation and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. A motion to approve the Requested Variation was made by Member Podliska and seconded by Member Alesia. The vote on the motion was as follows:

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

NAYS: None

ABSTAIN: None

ABSENT: None

FINDINGS: The following are the Findings of the ZBA relative to the Requested Variations:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *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, or 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 owner of the lot.* The Property is landlocked and there are limited opportunities for expansion. All members agree that the long-existing precode school structure on the Property, along with the physical layout of the structures, athletic fields, uses and parking on the Property, proximity of the use to the adjacent neighbors, safety concerns, and landlocked nature of the Property, are driving the request for the Variations, including the Requested Variation and create a unique physical condition. The proposed structures that are the subject of the Requested Variation will generally occupy the same footprint of existing structures, with minimal expansion, and waivers of buffers and landscaping and screening requirements are consistent with present conditions.

3. *Not Self-Created: The 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 the Zoning Code, for which no compensation was paid.* The need for the Requested Variation is not self-created, and is in part driven by the long-existing physical conditions present on the Property, and the landlocked nature of the Property. There is no other suitable location on the Property for the football field and grandstands. The ZBA finds this standard to have been met.

4. *Denied Substantial Rights: The carrying out of the strict letter of the provisions 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.* In this case, requiring the Applicant to conform to the provisions of the Zoning Code for which relief is sought would cause the loss of seating capacity for the football field, as well as various on-site amenities to the community provided by Applicant, and would negatively impact both the neighbors and the Applicant's ability to serve the community in the same manner as other comparable schools.

5. *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.* The Requested Variation is not sought to make money from use of the Property, but is instead sought in order to make necessary improvements to the Property without negatively impacting site conditions and adjacent neighbors. The height portion of the request is consistent with previously granted variations related to the soccer field.

6. *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 the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The Requested Variation is consistent with the existing use. The ZBA found this standard to have been met.

7. *Essential Character Of The Area:* The variation would not result in a use or development on the subject property that:

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

The granting of the Requested Variation will allow needed improvements to occur at the football field on the Property, without negatively impacting existing site amenities or adjacent neighbors. The football field and structures being replaced already exist, and the utilities are already in place. The Requested Variation will not endanger the public health or safety.

8. *No Other Remedy:* There is no means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. Limited options exist at this landlocked site. The ZBA finds this standard to have been met.

In addition, Section 9-12-3 of the Village Code provides certain standards for fence variations. Those additional standards are that: 1) *the petitioner is affected by unique circumstances justifying relief from the provisions of Section 9-12-3*, 2) *the variation will not alter the essential character of the locality*, 3) *the variation will be in harmony with the general purpose and intent of Section 9-12-3*, 4) *the variation will set no unfavorable precedent either to the locality or to the village as a whole*, 5) *the variation will be the minimum necessary to afford relief to the petitioner*, and 6) *the variation will not adversely affect the public safety and general welfare*. The ZBA finds all of the foregoing standards to have been met, for the various reasons set forth above. In addition, due to the uniqueness of the Property as a high school, the variation will set no unfavorable precedent.

FINAL DECISION:

Based on the Findings set forth above, the ZBA, by a vote of seven (7) in favor, zero (0) opposed and zero (0) absent, APPROVES and GRANTS the following Requested Variation, as described in the Application, a copy of which is attached hereto as Exhibit B and made a part hereof, relative to construction of the Phase I Improvements located in the IB Institutional Building Zoning District at 5500 S. Grant Street:

1. A variation to Sections 7-310 and 9-107(H)2 & 3, to allow construction of a grandstand and press box structure that exceeds height limitations within the corner side yard setback, as well as the requested screening and buffering variations.

AYES: _____

NAYS: _____

ABSENT: _____

Signed: _____

Robert Neiman, Chair
Zoning Board of Appeals
Village of Hinsdale

Date: _____

Filed this ____ day of _____, 2021, with the office of the Building Commissioner.

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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

PARCEL VI: THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO

THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

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

PARCEL VIII: LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

PARCEL XII: THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (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 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 COUTNY, ILLINOIS

PARCEL XIV: LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION 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

COMMONLY KNOWN AS: 5500 South Grant Street, Hinsdale, Illinois

PINS: 09-13-100-017, 09-13-100-008, 09-13-100- 011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027

EXHIBIT B

APPLICATION FOR VARIATIONS

Zoning Calendar No. 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 PROPERTY: Hinsdale Central High School
5500 South Grant Street

TELEPHONE NUMBER(S): 630-495-1900

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

DATE OF APPLICATION: November 20, 2020



SECTION I

Please complete the following:

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

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

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

b. _____

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

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

8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
Survey attached
9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
Site Plan attached and see attachment 'F'
10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
See Attachment 'C'
11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.
See Attachment 'C'
12. Successive Application. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.
See Attachment 'C'

SECTION II

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

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

See Attachment 'D'

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

See Attachment 'E'

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

See Attachment 'E'

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

See Attachment 'E'

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

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

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

See Attachment 'E'

SECTION III

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

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

See Attachment 'F' and Site Plan


SECTION IV

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

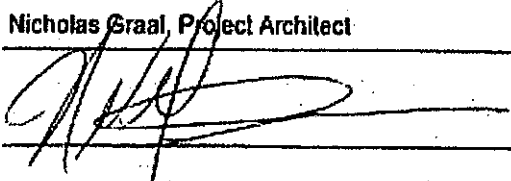
SECTION V

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

Name of Owner: Tammy Prentiss, Superintendent

Signature of Owner: 

Name of Applicant: Nicholas Graal, Project Architect

Signature of Applicant: 

Date: 11/17/2020

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 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:

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.

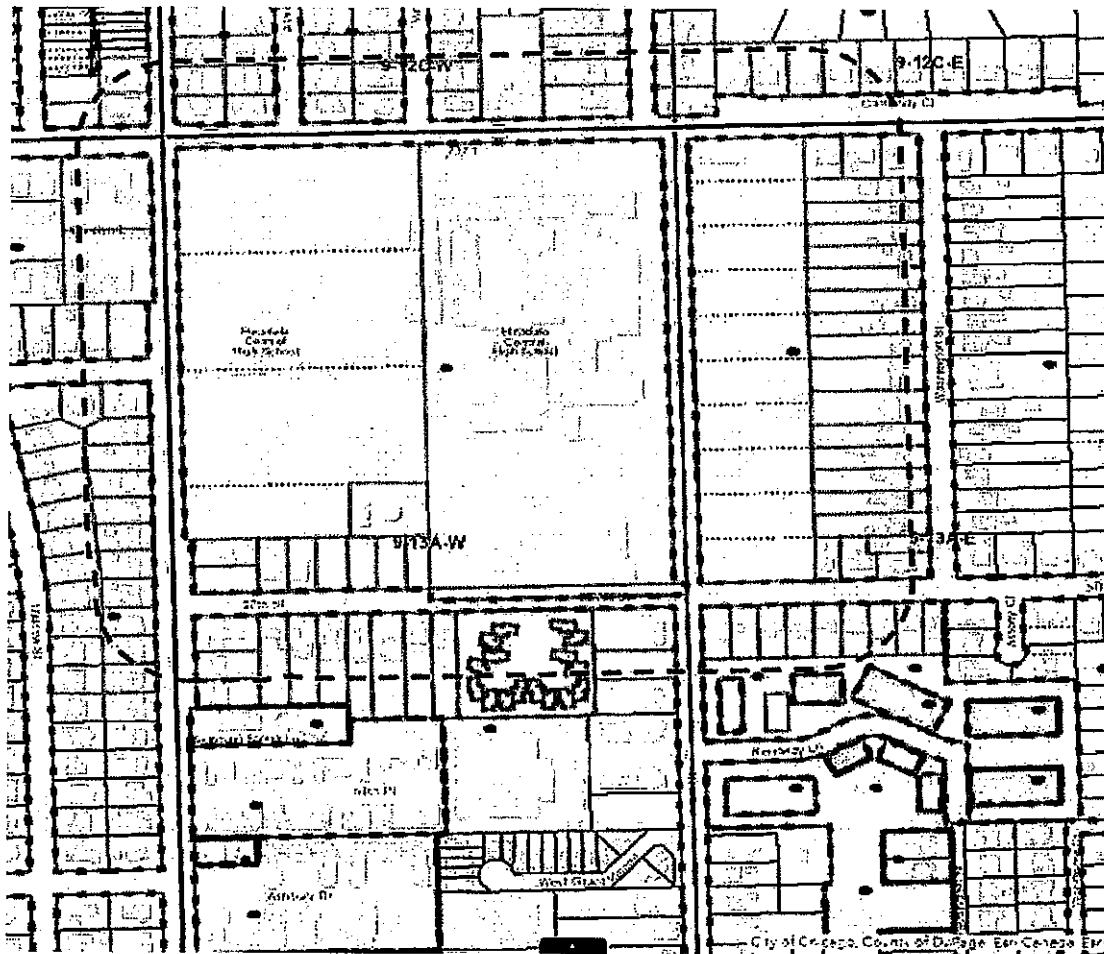
PARCEL XIV:

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, 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 APART	PROPERTY CITY	PROPERTY ZIP CODE
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	W	57TH ST		HINSDALE	60521
0911431041	CHICAGO TITLE 8002377234	941	S	THURLOW ST		HINSDALE	60521
0913103093	DONG; CHI	5702		FOXGATE LN		HINSDALE	60521
0913103105	ALI; FERDZ & RAEEA	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; HART & A DAS TR	5650	S	WASHINGTON ST		HINSDALE	60521
0913103003	PATEL; AJAY & PAYAL	5715	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
0913101018	KALER; CYNTHIA A	5624	S	WASHINGTON ST		HINSDALE	60521
0912318016	BATTAGLIA; STEPHANIE TR	941	S	MADISON ST		HINSDALE	60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST		HINSDALE	60521
0914208024	LILLIOA; 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	5619	S	THURLOW ST		HINSDALE	60521
0912320018	KUO; JIM FA JEN & MAI P	938	S	GRANT ST		HINSDALE	60521
0913103002	BURGESS; DENNIS & JULIE	5709	S	MADISON ST		HINSDALE	60521
0913104013	MC NEILY; MARY & CURTLAN	8	W	57TH ST		HINSDALE	60521
0912320017	CAO; SHUMIN	932	S	GRANT ST		HINSDALE	60521
0913101010	BARRIOS; MARIA E & EDGAR	5512	S	WASHINGTON ST		HINSDALE	60521
0913103108	STRAUCH; DAVID & KATHARINE	5701		FOXGATE LN		HINSDALE	60521
0914205023	1ST BK OAK PARK TR4777			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			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	5659	S	THURLOW ST		HINSDALE	60521
0913101029	DEBOO TR; ZARINE & MEHRAB	5536	S	WASHINGTON ST		HINSDALE	60521
0914208022	DANG; YUHONG & YAN GUO	5628	S	MADISON ST		HINSDALE	60521

0913101028	JIAO; JIAN & LYDIA LI	5530	S	WASHINGTON ST	HINSDALE	60521
0914208020	RIHIMAKI; RICHARD W	5612	S	MADISON ST	HINSDALE	60521
0913104003	JOYCE; JOSEPH & DENISE	26	W	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 & ALYSON	8	W	55TH ST	HINSDALE	60521
0913103047	PAPPU; SUNDER & J RAJU	316	W	57TH ST	HINSDALE	60521
0913104016	CHICAGO TITLE HTH2242	5701	S	GRANT ST	HINSDALE	60521
0912321016	DUBAUSKAS; ADAM & OZLEM	33		CAMBERLEY CT	HINSDALE	60521
0912320019	YUSUF; SHAHID TR	944	S	GRANT ST	HINSDALE	60521
0913103006	NEMESNYIK TR; CAROL	318	W	57TH ST	HINSDALE	60521
0913103005	LEE FAMILY TR	322	W	57TH ST	HINSDALE	60521
0913103048	BOSTROS; SAMUEL & NEVEN	310	W	57TH ST	HINSDALE	60521
0912320005	CARROLL; RICHARD & ALICIA	931	S	VINE ST	HINSDALE	60521
0913101020	ZHAO; GANG & JIAYU LI	5640		WASHINGTON ST	HINSDALE	60521
091431040	SCHULER; DAVID R	954	S	MADISON ST	HINSDALE	60521
0913101035	KRUSACK; LOUISA MAY TR	19	W	57TH ST	HINSDALE	60521
0913103004	BIELECKI; T & M KOZAK TR	326	W	57TH ST	HINSDALE	60521
0913103001	KOLLROSS; MELINDA S TR	330	W	57TH ST	HINSDALE	60521
0913103134	MAINS; W & B KUSH TR			GRANT ST	HINSDALE	60521
0912321005	BURNS; CURT & JENNIFER	933	S	GRANT ST	HINSDALE	60521
0912318014	MOHNS; BENJAMIN & ANN	946	S	ALLMEN AVE	HINSDALE	60521
0914208027	PECKEN; MICHAEL & PATRICIA	5668	S	MADISON ST	HINSDALE	60521
0911431039	SODHI; RUPINDER K	950	S	MADISON ST	HINSDALE	60521
0913101009	PATEL; SHACHI TR	5510	S	WASHINGTON ST	HINSDALE	60521
0914208021	FLOPOULOS; 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	5643	S	THURLOW ST	HINSDALE	60521
0913104002	LOWENTHAL; JODY ANN	30	W	57TH ST	HINSDALE	60521
0912319013	VAUGHAN; ANN I	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	5605	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



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 ($\frac{1}{2}$) 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.

 First American Commitment	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: 2977574
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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.

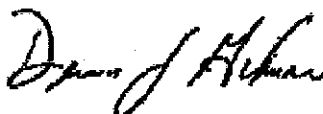
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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.

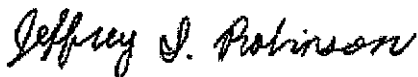
COMMITMENT TO ISSUE POLICY

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. Glimore
President



Jeffrey S. Robinson
Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Transaction Identification Data for reference only:

First American Title Insurance Company - Metro Commercial Title e-mail: cmcc.11@firstam.com
Center

27775 Diehl Rd, Warrenville, IL 60555

Phone : (866)563-7707

Commitment No.: 2977574

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

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

Escrow e-mail: figures.11@firstam.com

Customer Reference:

SCHEDULE A

1. Commitment Date: June 25, 2019 8:00 AM
2. Policies to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: None
Proposed Policy Amount: \$0.00
 - (b) ALTA® Loan Policy
Proposed Insured: NONE
Proposed Policy Amount: NONE
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in:

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

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

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

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

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

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

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

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VIII;

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

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

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

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

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

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

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

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

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

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

and

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

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

First American Title Insurance Company

By: 
Authorized Countersignature

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

SCHEDULE B, PART II

Exceptions

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

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

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART II

Exceptions (Continued)

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

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

Note for informational purposes 2018 taxes:

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

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

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

Tax identification no.: 09-13-100-008
(Affects Parcel VIII)

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Note for informational purposes 2018 taxes:

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

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

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

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

Tax Identification no.: 09-13-100-011
(Affects Parcel IX)

Note for informational purposes 2018 taxes:

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

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

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

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

Tax Identification no.: 09-13-100-012
(Affects Parcel X)

Note for informational purposes 2018 taxes:

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

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

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

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

Tax Identification no.: 09-13-100-013
(Affects Parcel XI)

Note for informational purposes 2018 taxes:

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

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

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

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

Tax Identification no.: 09-13-100-014
(Affects Parcel XII)

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Note for informational purposes 2018 taxes:

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

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

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

Tax identification no.: 09-13-100-015
(Affects Parcel XIII)

Note for informational purposes 2018 taxes:

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

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

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

Tax identification no.: 09-13-101-027
(Affects Parcel XIV)

Note for informational purposes 2018 taxes:

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

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

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

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

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

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b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.

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

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

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

(Affects Parcels I, II, III and XIII)
35. Easement agreement with the Village of Hinsdale recorded as document no. R91-056252 for the purpose of installing highway improvements, and the terms and conditions contained therein.

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

(Affects Parcel XIII)

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

(Affects Parcel VIII)

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

Note: Land use restrictions/limitations: None

(Affects Parcels I through VII; XIII and XIV)

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

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

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

(Affects Parcel XIV)

44. Ordinance No. 093-36 recorded as document no. R93-303069 establishing Special Service Area Number 7, and the terms and conditions contained therein.

45. Ordinance No. 094-3 recorded as document no. R94-022094 establishing Village of Hinsdale Special Service Area No. 7, and the terms and conditions contained therein.

46. Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

Limitation of Liability for Informational Report

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

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment File No.: 2977574

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

Parcel I:

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

Parcel II:

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

Parcel III:

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

Parcel IV:

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

Parcel V:

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

Parcel VI:

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

Parcel VII:

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

Parcel VIII:

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

Parcel IX:

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

Parcel X:

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

Parcel XI:

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

Parcel XII:

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

Parcel XIII:

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

Parcel XIV:

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

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

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

5500 S. Grant Street
Hinsdale, IL 60521

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ATTACHMENT E

Section II

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 is 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 is 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 is 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) 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.
 - 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:
 - i) 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 is 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) **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.
 - ii) Fence Height
- c) **Minimum Variation:**
 - i) Allow black coated vinyl chain link fence at Junior Varsity Baseball Field Outfield.
 - ii) 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 is 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 is 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.

ATTACHMENT F
VILLAGE OF HINSDALE 2019

Subject Property
Hinsdale Central High School
5500 S. Grant Street,
Hinsdale, Illinois 60521

HINSDALE CENTRAL HIGH SCHOOL

VILLAGE OF CLARENDON HILLS

VILLAGE OF WESTERN SPRINGS

VILLAGE OF BURR RIDGE

REVISIONS

CLINCH, IL	03-04-10
JOHN, IL	02-10-10
JOHN, IL	02-11-10

Scale: 1" = 1/4" Mile

Legend:

Single-Family Residential District	Community Business District	General Office District
Single-Family Residential District	Central Business District	Limited Office District
Single-Family Residential District	General Business District	General Office District
Single-Family Residential District	General Business District	Southwestern Building District
Single-Family Residential District	General Business District	Health Services District
Single-Family Residential District	General Business District	Open Space District
Single-Family Residential District	General Business District	Design Office District

ATTACHMENT F
VILLAGE OF HINSDALE 2019

Subject Property
Hinsdale Central High School
5500 S. Grant Street,
Hinsdale, Illinois 60521

VILLAGE OF CLARENDON HILLS

VILLAGE OF WESTERN SPRINGS

VILLAGE OF BURR RIDGE

REVISIONS

CLINCH, IL	03-04-10
JOHN, IL	02-10-10
JANA, IL	02-01-10

Scale: 1" = 1/4" Mile

Legend:

Single-Family Residential District	Community Business District	General Office District
Single-Family Residential District	Central Business District	Limited Office District
Single-Family Residential District	General Business District	General Office District
Single-Family Residential District	General Business District	Southwestern Building District
Single-Family Residential District	General Business District	Health Services District
Single-Family Residential District	General Business District	Open Space District
Single-Family Residential District	General Business District	Design Office District



ARCON

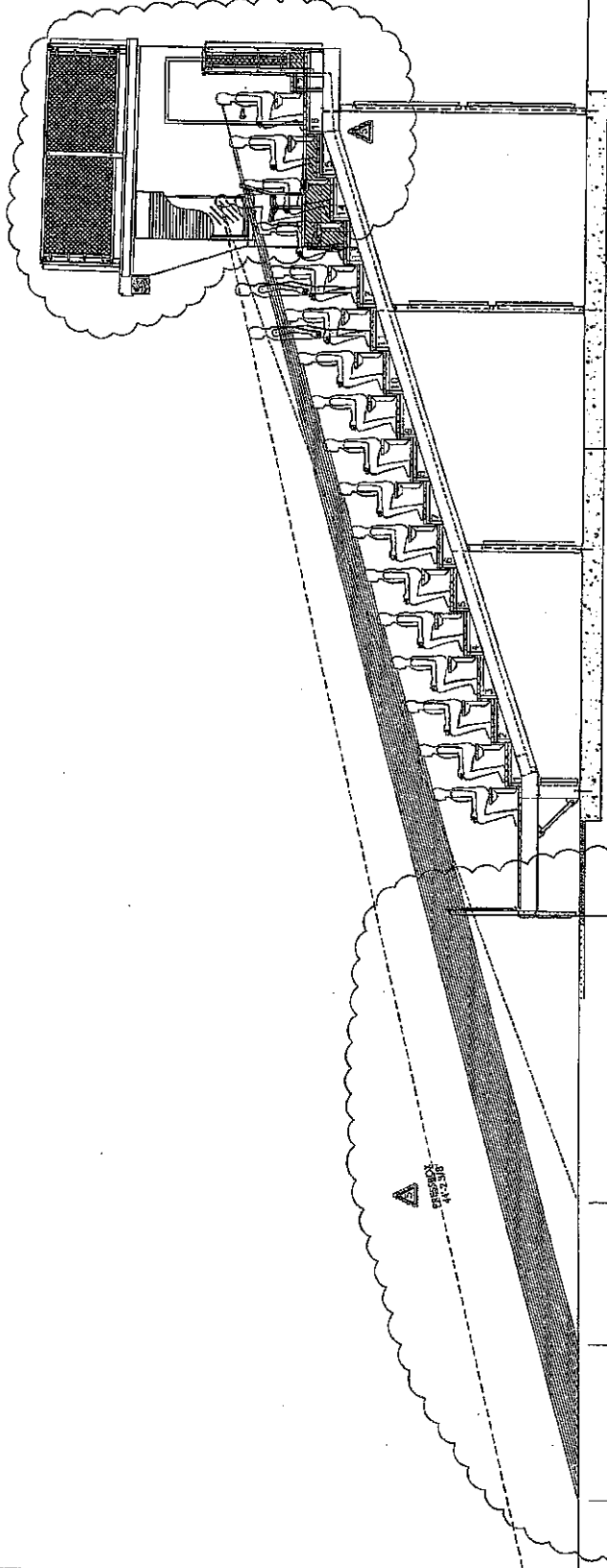
Hinsdale Township High School District 86
Additions and Remodeling at Hinsdale Central High School
Project No. 1910 November 20, 2020



SITE PLAN

[illegible]

GRANDSTANDS AND PRESSBOX SIGHTLINES



SIGHTLINES @ PRESSBOX
SCALE: 3/8" = 1'-0"

14'-2 3/4"
@ PRESSBOX
21'-3 1/8"
@ ROW 1
28'-10 7/16"
@ ROW 17

pressbox
4'-3 3/8"

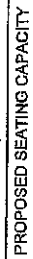
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SHORT LINES
8" RISE X 26" TREADS / 19 ROWS
HINDALE, CENTRAL
HINDALE, ILLINOIS

NOT FOR CONSTRUCTION
SOUTHERN
BLEACHER COMPANY
PO BOX ONE, CHICAGO, ILLINOIS 60601
PHONE 312-321-1111
FAX 312-321-1112
WWW.SOUTHERNBLEACHER.COM

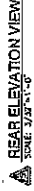
DETAIL PLUMBING
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SHEET C111-10M
THIS DRAWING AND ALL ATTACHED TITLES ARE THE PROPERTY OF THE DRAWING REVISIONS COMPANY. NO PART OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DRAWING REVISIONS COMPANY.

EXISTING TO
REMAIN (NO WORK).
TYP, BOTH SIDES



2387 TOTAL NET 18" SEATS
22 TOTAL NET 33" WHEELCHAIR SPACES
2409 TOTAL SEATING CAPACITY

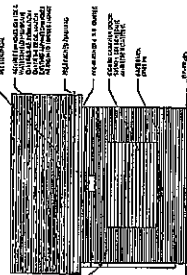
EXISTING SEATING CAPACITY IS 2,102 SEATS, WITH NO ADA SEATING

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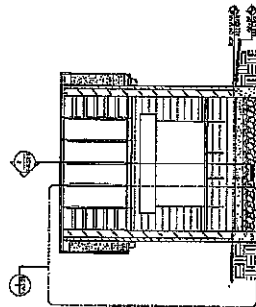
PLAN VIEW	204'-0" X 19 ROWS / 26" TREADS	HINSDALE, CENTRAL	GRANDSTAND	HINSDALE, ILLINOIS
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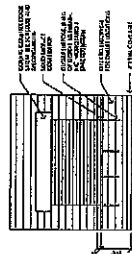
1 **TICKET BOOTH - WEST ELEVATION**



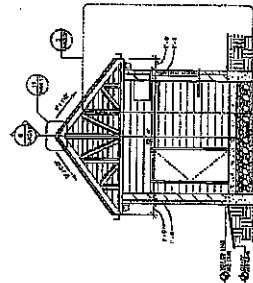
TICKET BOOTH - NORTH ELEVATION



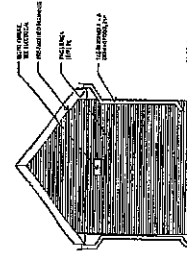
5 **TICKET BOOTH - INTERIOR ELEVATION - NORTH**



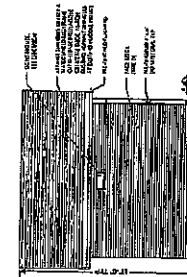
TICKET BOOTH - EAST/WEST



7 **TICKET BOOTH - NORTH/SOUTH**



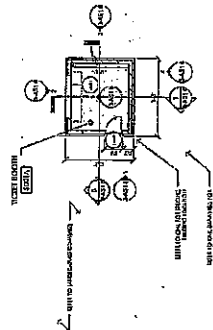
TICKET BOOTH - EAST ELEVATION



TICKET BOOTH - SOUTH ELEVATION:



THAT BOTH ARE



N
12
ARCHITECTURAL SITE PLAN - TICKET BOOTH PARTIAL PLAN

ALL WORK ON THIS SHEET IS PART
OF ALTERNATE NO. 9 SCOPE

3-AS1.6

ARCON

ADDITIONS AND RENOVATIONS

High School
EQH and Great Throat
Gardens, 1133rd 60333

1000 South Street
 Seattle, WA 98101
 206-461-1111
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111
 Bureau Engineering
 Inc., Ltd.,
 25 E. Jefferson Street
 Chicago 13, Ill.
 312-963-0551

Corbetti
 Viro Engineering
 Corp. LLC
 110 Tower Road
 Northbrook, IL 60062
 847.462.2010
 corbetti@viroeng.com
 vironline.com

By _____
Date _____

Page Number
101

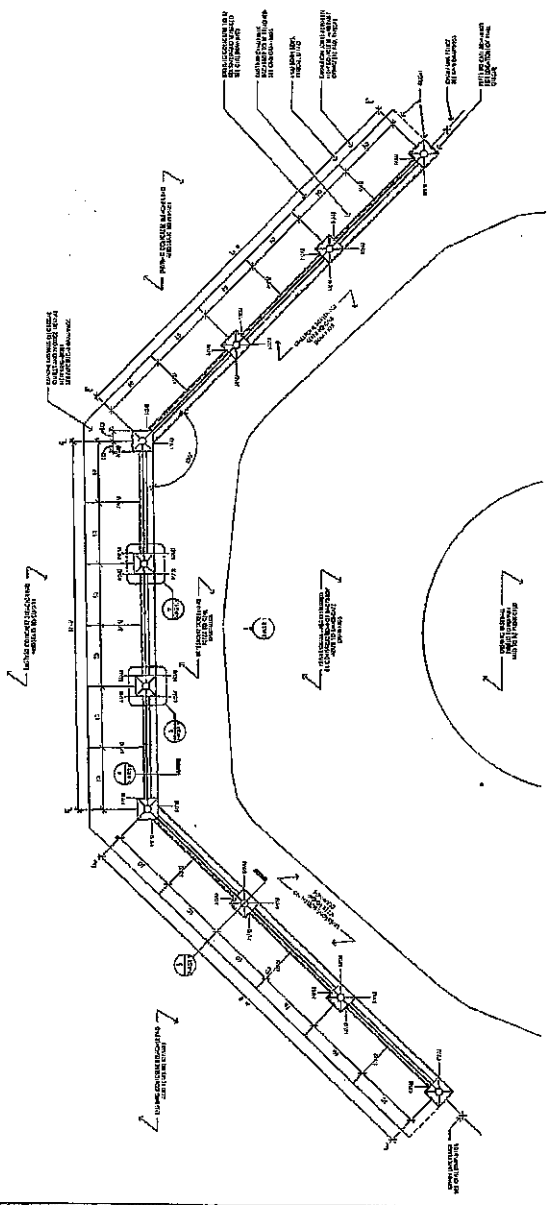
October 12, 2020

of Title
California, ZIP Code,
MI.

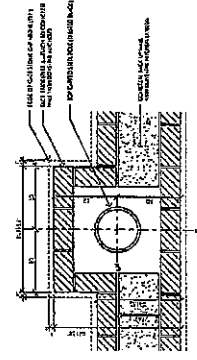
Small Mammals

VARSITY BASEBALL FIELD BACKSTOP REPLACEMENT PLAN AND DETAILS

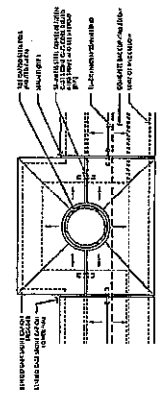
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PART OF ALTERNATE NO. 8 SCOPE



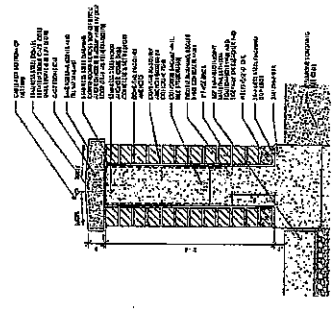
1 ARCHITECTURAL SITE PLAN - VARSITY BASEBALL FIELD
1/4" = 10'



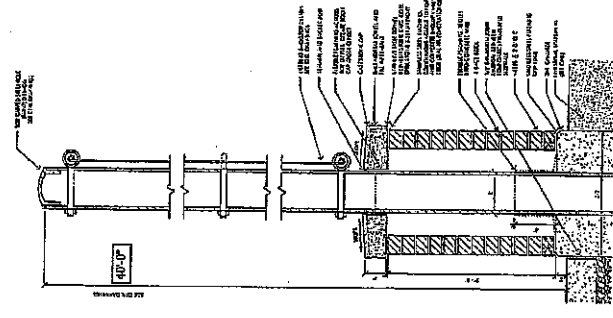
2 BACKSTOP PIER PLAN DETAIL
1/4" = 10'



3 BACKSTOP PIER STONE CAP PLAN DETAIL
1/4" = 10'



4 BACKSTOP WALL SECTION DETAIL
1/4" = 10'



5 BACKSTOP PIER SECTION DETAIL
1/4" = 10'



**ADDITIONS AND
REVISIONS**
NO. DATE
1. 10/15/10
2. 10/15/10
3. 10/15/10
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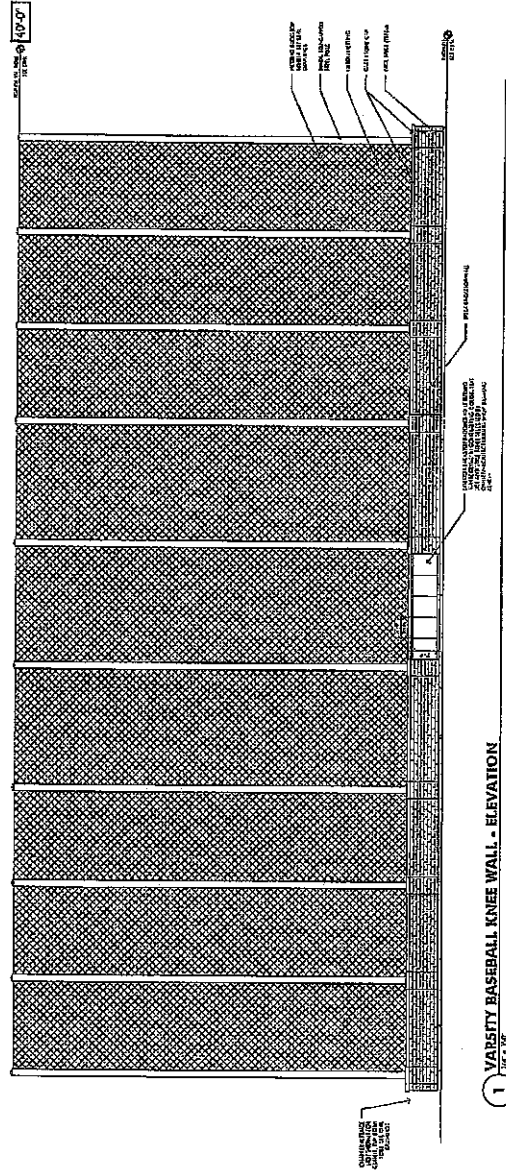
10/15/10

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VARISITY BASEBALL FIELD BACKSTOP REPLACEMENT ELEVATIONS



1 VARSITY BASEBALL KNEE WALL - ELEVATION
10'-0\"/>



2000 Main St. Suite 100
Tomball, TX 77375
Tel: 281-291-1111
Fax: 281-291-1112
www.arcon.com

ADDITIONS AND REMOVALS
NO PERMITS

1800 Main St. Suite 100
Tomball, TX 77375
Tel: 281-291-1111
Fax: 281-291-1112
www.arcon.com

NO PERMITS

For the
BOARD OF DIRECTORS
1800 Main St. Suite 100
Tomball, TX 77375
Tel: 281-291-1111
Fax: 281-291-1112
www.arcon.com

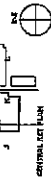


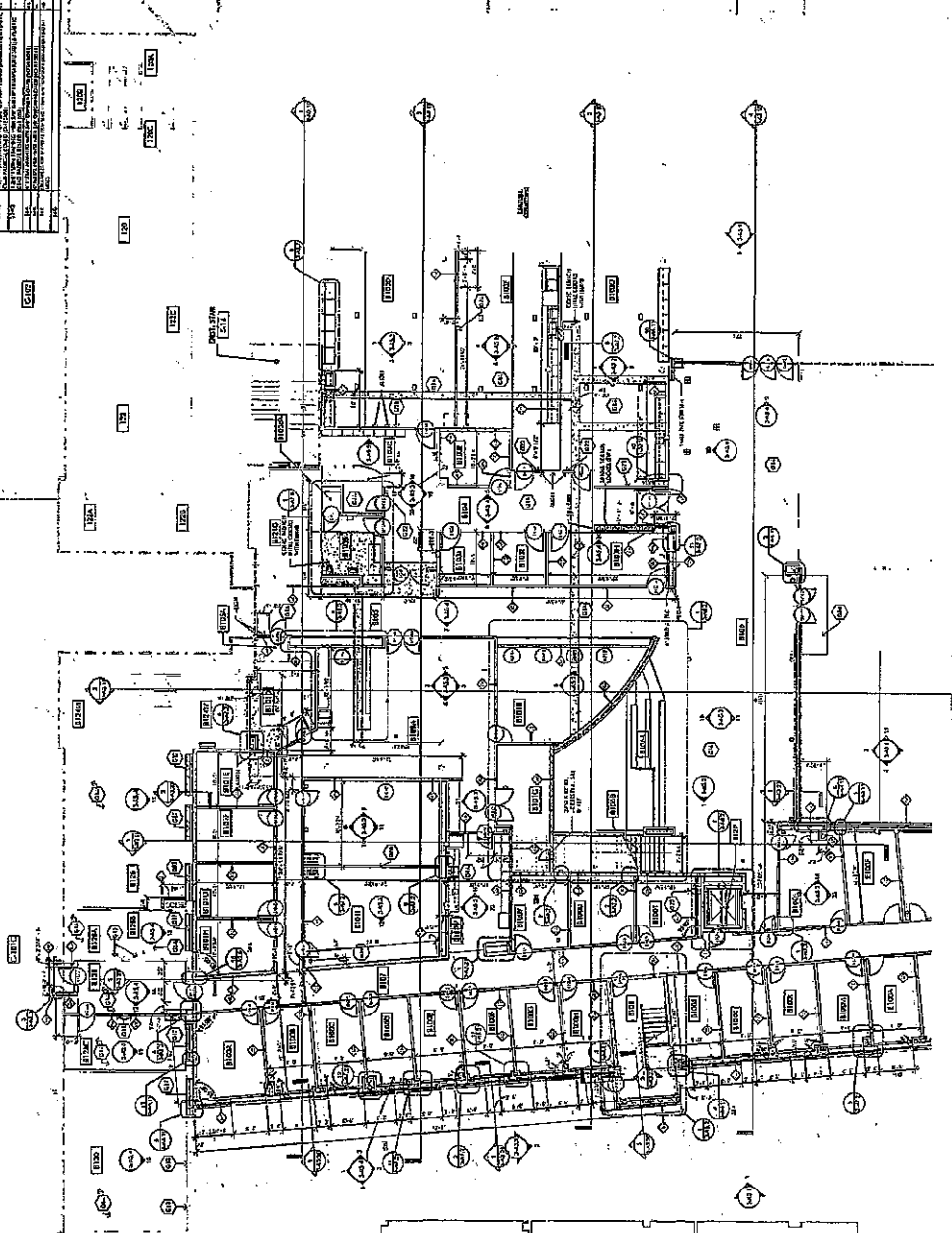
David L. Smith
Professional Engineer
No. 10441
State of Texas
Exp. 12/31/2008
P.E. License No. 10441
David L. Smith
Professional Engineer
No. 10441
State of Texas
Exp. 12/31/2008
P.E. License No. 10441

REVISIONS
Rev. Date By

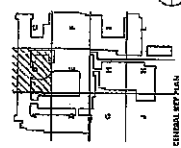
Project Number
19101
Drawing Date
October 12, 2008
Drawing By
JMS
Check By
JMS
Scale
AS SHOWN
Sheet Number
3-AS2.1

3-AS2.1
VARISITY BASEBALL



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N
PARTIAL FIRST FLOOR PLAN - SECTOR B



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The ARCON logo consists of the word "ARCON" in a bold, sans-serif font, with a stylized graphic element to its right that resembles a cluster of four squares or a molecular structure.

ADDITIONS AND RENOVATIONS

141 6th
BOARD of EDUCATION
Hinsdale Township
High School District 85
5500 South Grand Street
Hinsdale, Illinois
60521



Chili
Lemmon Engineering
Associates, Ltd.
125 E. Jefferson Street
Suite 225
Chicago, IL 60648
312.463.0551

2125776
2016 Engineering
Group, LLC
1214 Texas Road
Schertz, IL 60173
61 847.452.3516

2125778
Schonberger, J. - perforated
Punching Dies

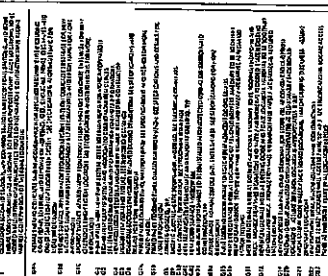
President
Secretary
Members
President
Secretary
Members

REVIEWS	By
No.	Date

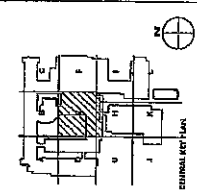
Project Number:
19101
Issue Date:
October 12, 2020
Drawn by:
[signature]
Check Title:
PROJECT START MARCH 2019
104118
Sheet Number:

3-A1.1-B

SCOPE OF WORK NOTES: CELESTIAL

[illegible]

Room No.	Room Name	Room No.	Room Name
1100	1100	1100	1100
1101	1101	1101	1101
1102	1102	1102	1102
1103	1103	1103	1103
1104	1104	1104	1104
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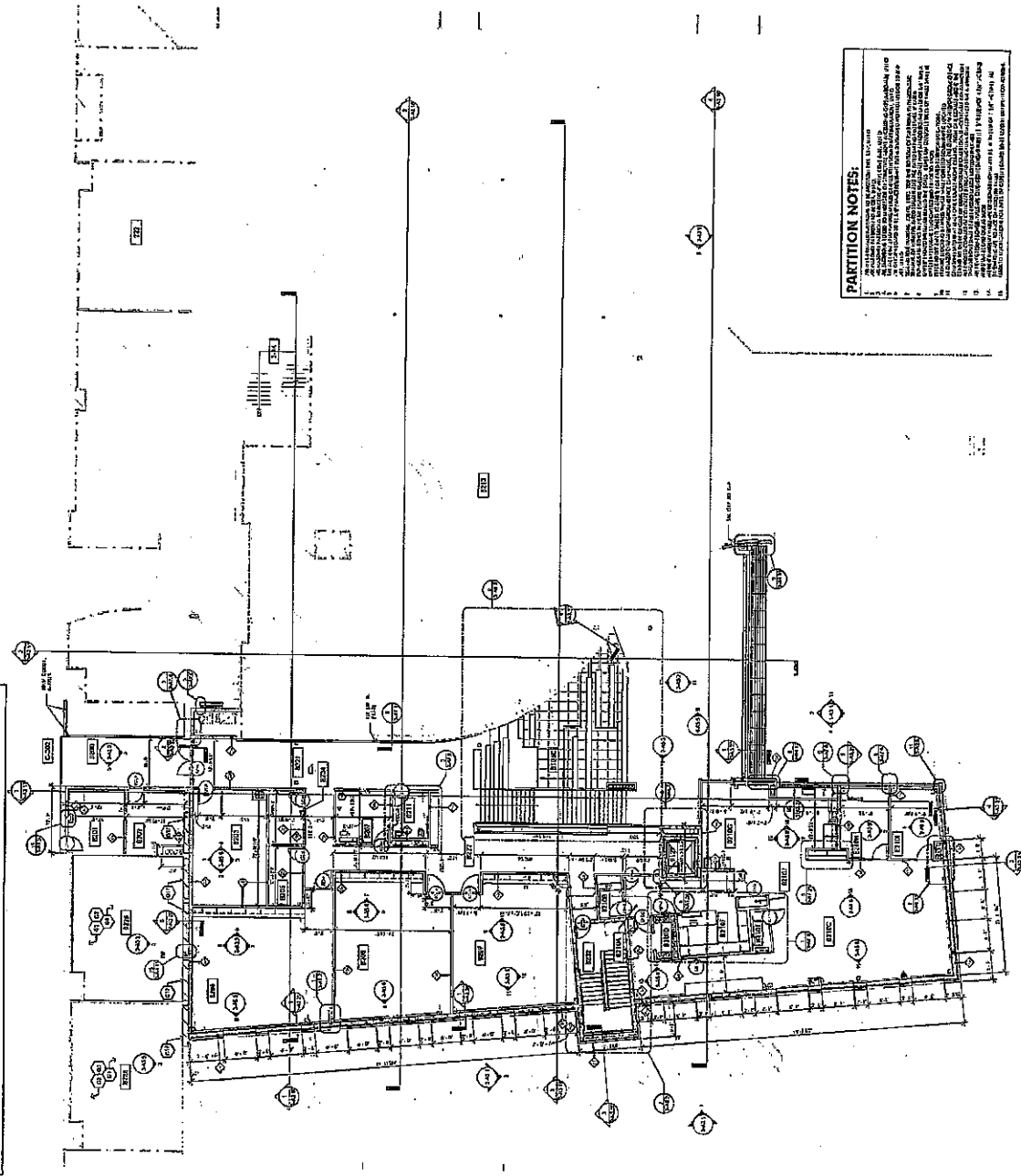


PARTIAL FIRST FLOOR PLAN - SECTOR E
UT - 147

Steel Support
3-A1.1-E
Hatch Centre

REVIEWS
Hk. Date 17
Project Number 19101
Issue Date: September 22, 2020
Issued by: [redacted]
Author: [redacted]
Sheet Title: PROJECT/ISSUE NAME - 19101
PAGE 1

STUDENT SERVICES / SPECIAL EDUCATION COURTYARD ADDITION SECOND FLOOR PLAN



PARTITION NOTES:

1. PARTITION WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES:
2. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
3. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
4. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
5. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
6. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
7. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
8. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
9. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.
10. PARTITION WALLS SHALL BE CONSTRUCTED WITH 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION.

1 PARTIAL SECOND FLOOR PLAN - SECTOR B
1/8" = 1'-0"

SCOPE OF WORK NOTES-GENERAL

1. THE WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES:

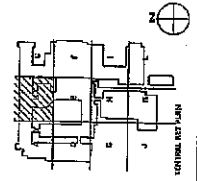
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9. THE WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES:
10. THE WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES:

19101-PARTITION SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
2	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
3	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
4	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
5	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
6	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
7	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
8	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
9	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.
10	PARTITION WALL 1/2" GYP BOARD ON BOTH SIDES OF STUD PARTITION	100	SQ. FT.

19101-ROOM INDEX-SECOND FLOOR-SECTOR B

NO.	DESCRIPTION	QTY	UNIT
1	ROOM 101	1	SQ. FT.
2	ROOM 102	1	SQ. FT.
3	ROOM 103	1	SQ. FT.
4	ROOM 104	1	SQ. FT.
5	ROOM 105	1	SQ. FT.
6	ROOM 106	1	SQ. FT.
7	ROOM 107	1	SQ. FT.
8	ROOM 108	1	SQ. FT.
9	ROOM 109	1	SQ. FT.
10	ROOM 110	1	SQ. FT.



ARCON
ARCHITECTURAL
CONSULTANTS
INCORPORATED
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

ADDITIONS AND RENOVATIONS
310 WEST 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

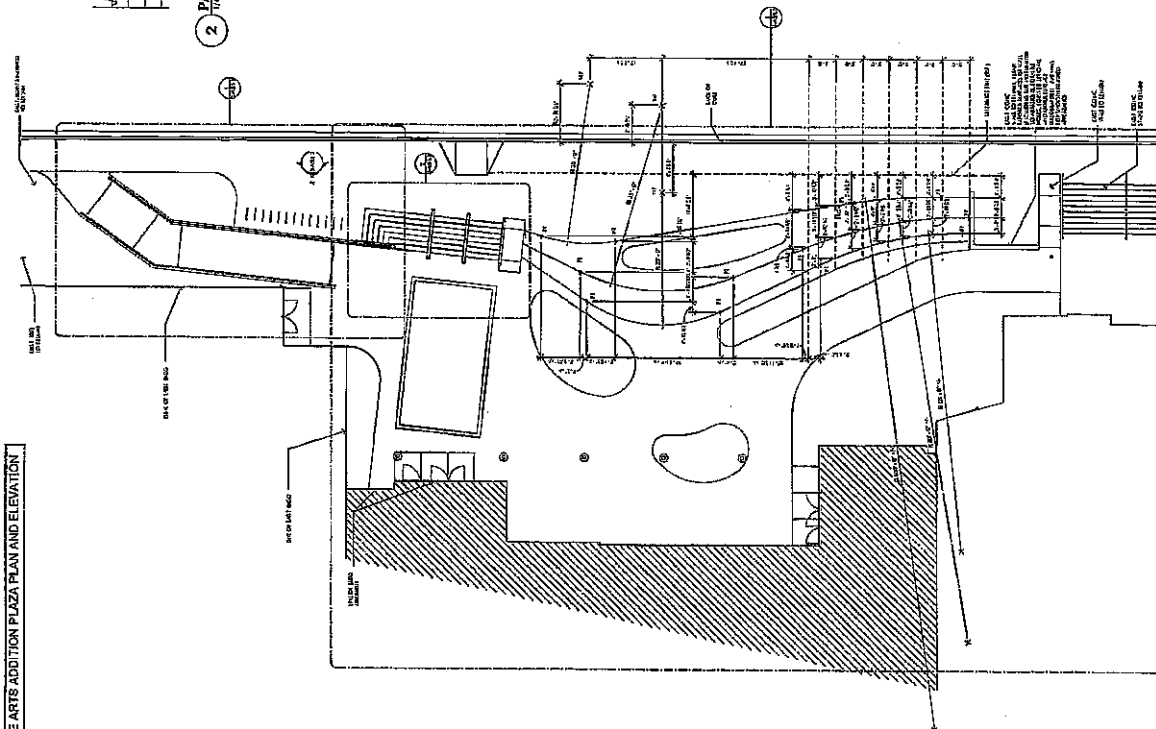
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1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

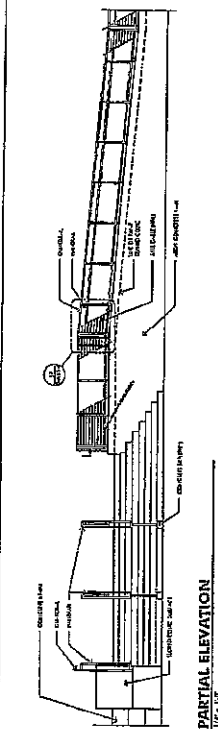
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1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

19101-ROOM INDEX-SECOND FLOOR-SECTOR B
1000 N. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001

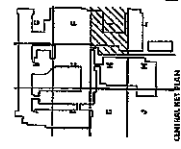
FINE ARTS ADDITION PLAZA PLAN AND ELEVATION



7 STAIR & RAMP LAYOUT PLAN - SECTOR I



2 PARTIAL ELEVATION



ORIGINAL KEY FILM



3-AS1.2

ARCON

0061118695
K-1500
7000

**ADDITIONS AND
RENOVATIONS**

at
Goulds Carbid
Hph-Jahol
35A and Grand Street
Hollywood, Illinois 60527

ISSUE 1998

four Year
BOARD OF EDUCATION
Middle Temple
High School District 38
340 South Grant Street
Mendota, Illinois
61251



Style
Eriksson Engineering
Association, Ltd.
139 S. Jafferson Street
Suite 123
Chicago, IL 60641
Ph 312.663.6551
Svenskstil

20718 Englewood
Genius, LLC
1315 Tower Road
Schuylkill, Pa. 19383
P: 610.892.3319

Board Member/Officer/Staff
Shareholder/Partner
Professional

Biological
Biomedical Services
Analyses
111 S. Virginia Street
Crystal Lake, IL 60014
P: 815.718.2001

REVIEWS
No. 124

Project Number: 19101
 Issue Date: October 12, 2020
 Drawn by: Gwynn bp
 Author:
 Check Title: 2019 IMPACT/ANALYSIS PAGE -
 PARTIAL
 Sheet Number:



Fig. 10 is a detailed cross-sectional view of the central part of the machine. It shows the internal components, including the central shaft, bearings, and various housing parts. The diagram is labeled with letters A through J, corresponding to the parts listed in the adjacent table. A hatched area on the right side indicates a specific material or section. The text 'CENTRAL PART' is written vertically on the right side of the diagram.

1
PARTIAL LOWER LEVEL PLAN - SECTOR I
DATE: 10/07

Page 1 of 1



ADDITIONS AND RENOVATIONS
MID-LEVEL 3

1000 S. Laramie Ave.
Chicago, IL 60605
Tel: 312.467.1100
Fax: 312.467.1101



For the
Student Services / Special Education
High School District 209
209 South Grand Street
Chicago, IL 60607

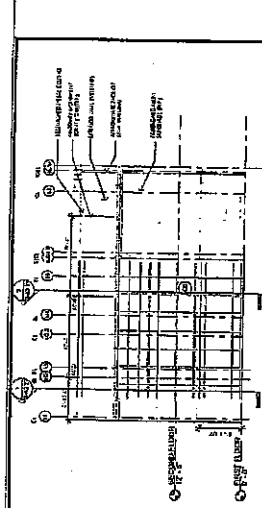


Architect
111 S. Laramie Ave.
Chicago, IL 60605
Tel: 312.467.1100
Fax: 312.467.1101

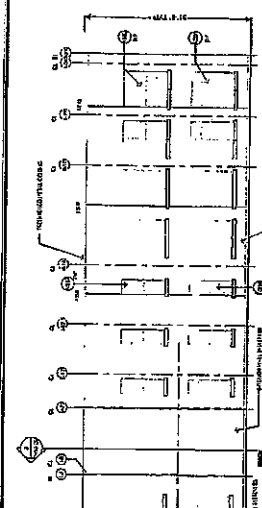
Architect
111 S. Laramie Ave.
Chicago, IL 60605
Tel: 312.467.1100
Fax: 312.467.1101

Project Number
1901
Issue Date
October 15, 2000
Sheet 32
Architect
111 S. Laramie Ave.
Chicago, IL 60605
Tel: 312.467.1100
Fax: 312.467.1101

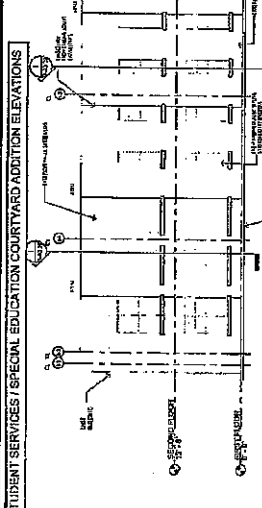
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ARCHITECT



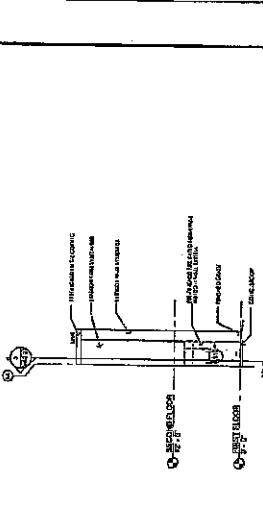
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1/8" = 1'-0"



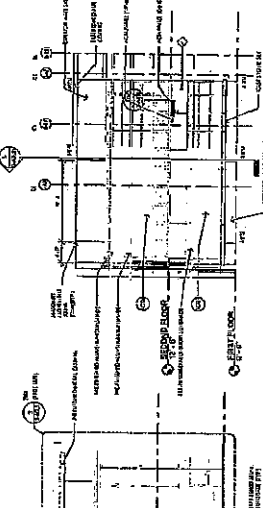
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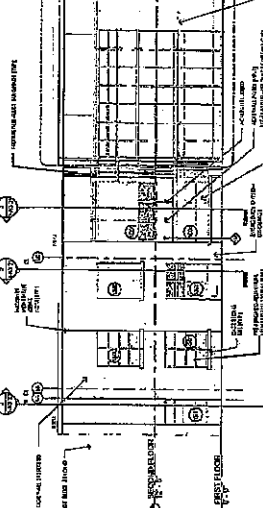
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1/8" = 1'-0"



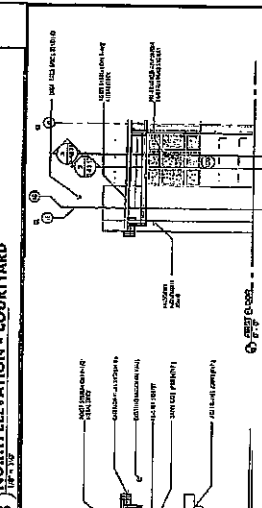
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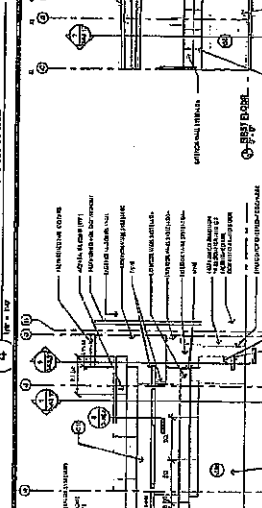
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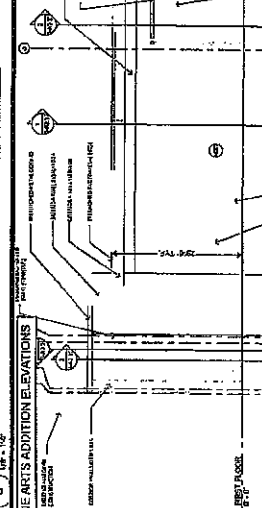
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1/8" = 1'-0"



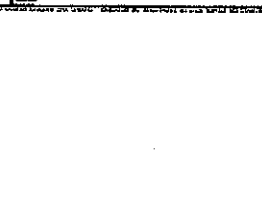
7 SOUTH ELEVATION - FINE ARTS
1/8" = 1'-0"



8 NORTH ELEVATION - FINE ARTS
1/8" = 1'-0"



9 EAST ELEVATION - EAST CITY
1/8" = 1'-0"



10 SOUTH ELEVATION
1/8" = 1'-0"

11 CITY, WEST ELEVATION
1/8" = 1'-0"



**ADDITIONS AND
RENOVATIONS**

400 South Main Street
Lawrence, Illinois
62421



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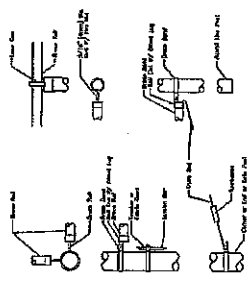
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 By: [Signature]
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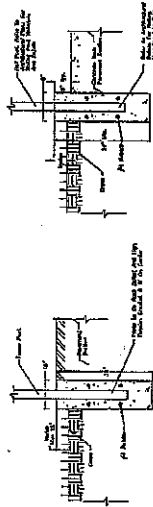
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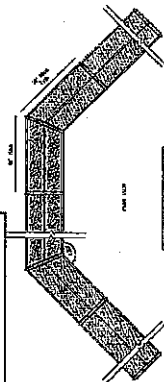
ERIKSSON
ENGINEERING
ASSOCIATES, LTD.



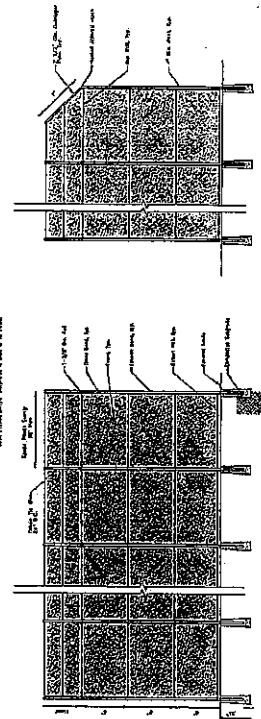
FENCING DETAILS



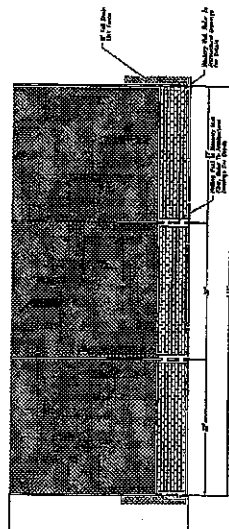
URB WITH RAILING



CHAIN LINK BACKSTOP AND BASELINE FENCING REPLACEMENT AT JV SOFTBALL FIELD



HOODED BACKSTOP



VARSITY BASEBALL NETTING



Address:
10000 Highway 100
Suite 100
Houston, Texas 77036

ADDITIONS AND
REVISIONS
NO. 10000

Project: Capital
Highway and
Interchange
Houston, Texas 77036

For the
City of Houston
Highway Department
5100 South Loop West
Houston, Texas



Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

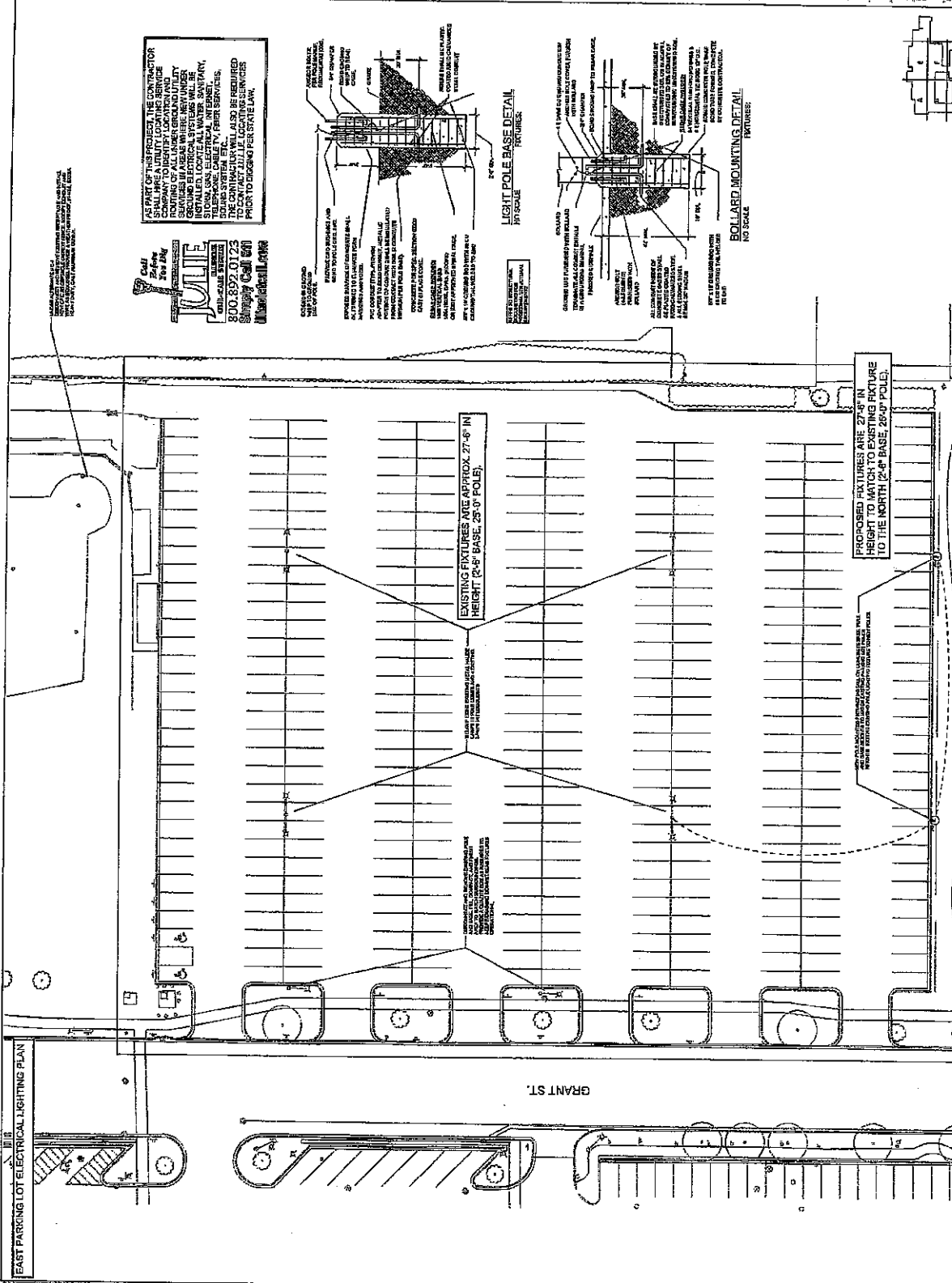
Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036

Project: Highway
10000 Highway 100
Suite 100
Houston, Texas 77036



EAST PARKING LOT ELECTRICAL LIGHTING PLAN

1 EAST PARKING LOT EXTERIOR LIGHTING PLAN

3-E3.1-B

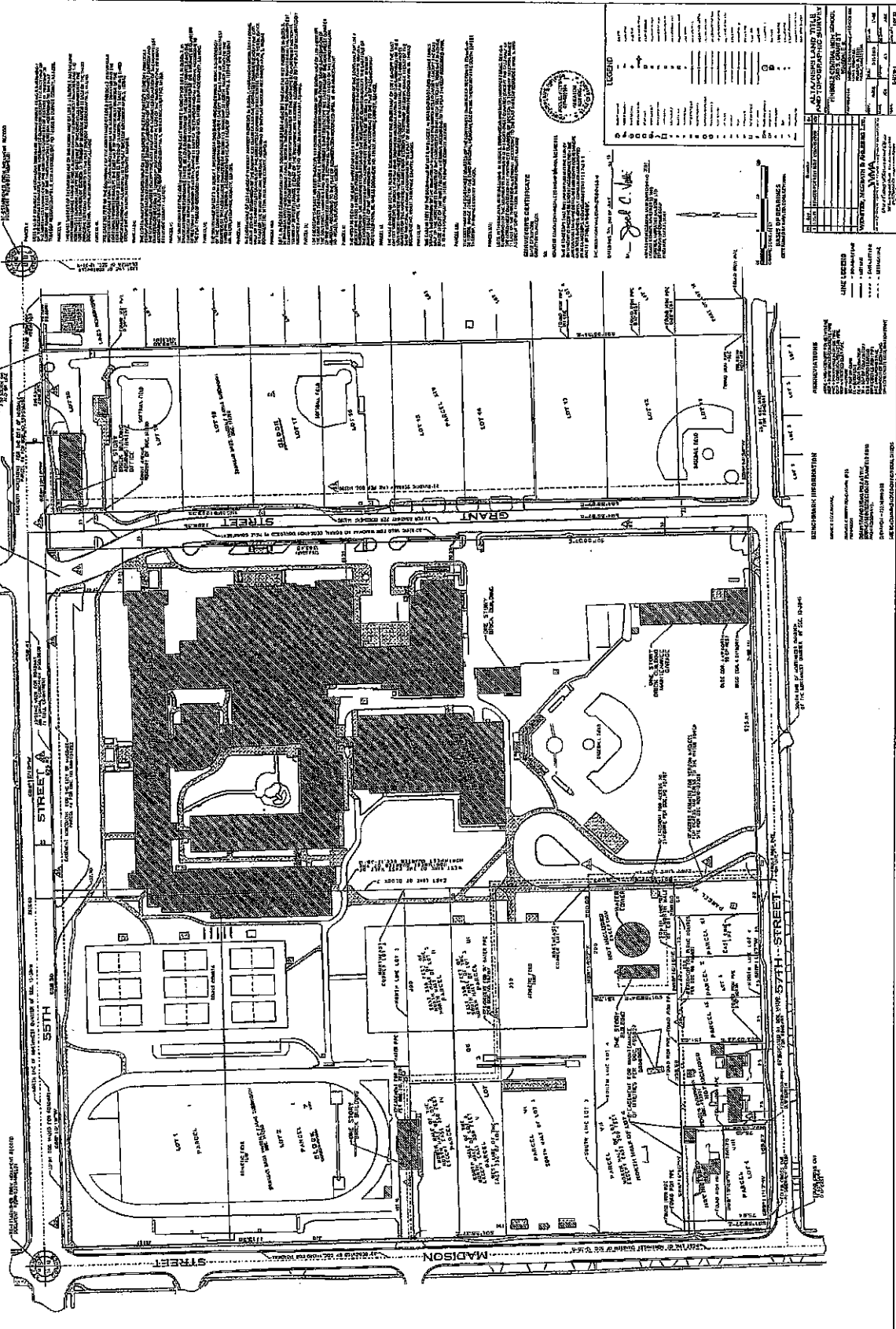
EAST PARKING LOT PHOTOMETRIC PLAN

This plan shows a large rectangular parking lot divided into three main sections by two vertical aisles. The left section is labeled 'MEZ23' and the right section is labeled 'MEZ24'. The central section is labeled 'MEZ25'. The lot is filled with a grid of parking spaces, each with a numerical label. The dimensions of the lot and the spacing between spaces are indicated by lines and numbers. The plan also shows the layout of the surrounding streets and the location of the building.

Calculation Summary						
Label	Crack Type	Units	Avg	Max	Avg/Min	Description
FENCE LINE EAST	Randomness	Fc	0.15	0.5	N/A	FENCINGS @ GRADE
FENCE LINE SOUTH	Randomness	Fc	0.07	0.1	N/A	FENCINGS @ GRADE
PARCELS TO BE REMOVED	Randomness	Fc	0.02	0.3	N/A	FENCINGS @ GRADE

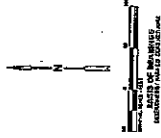
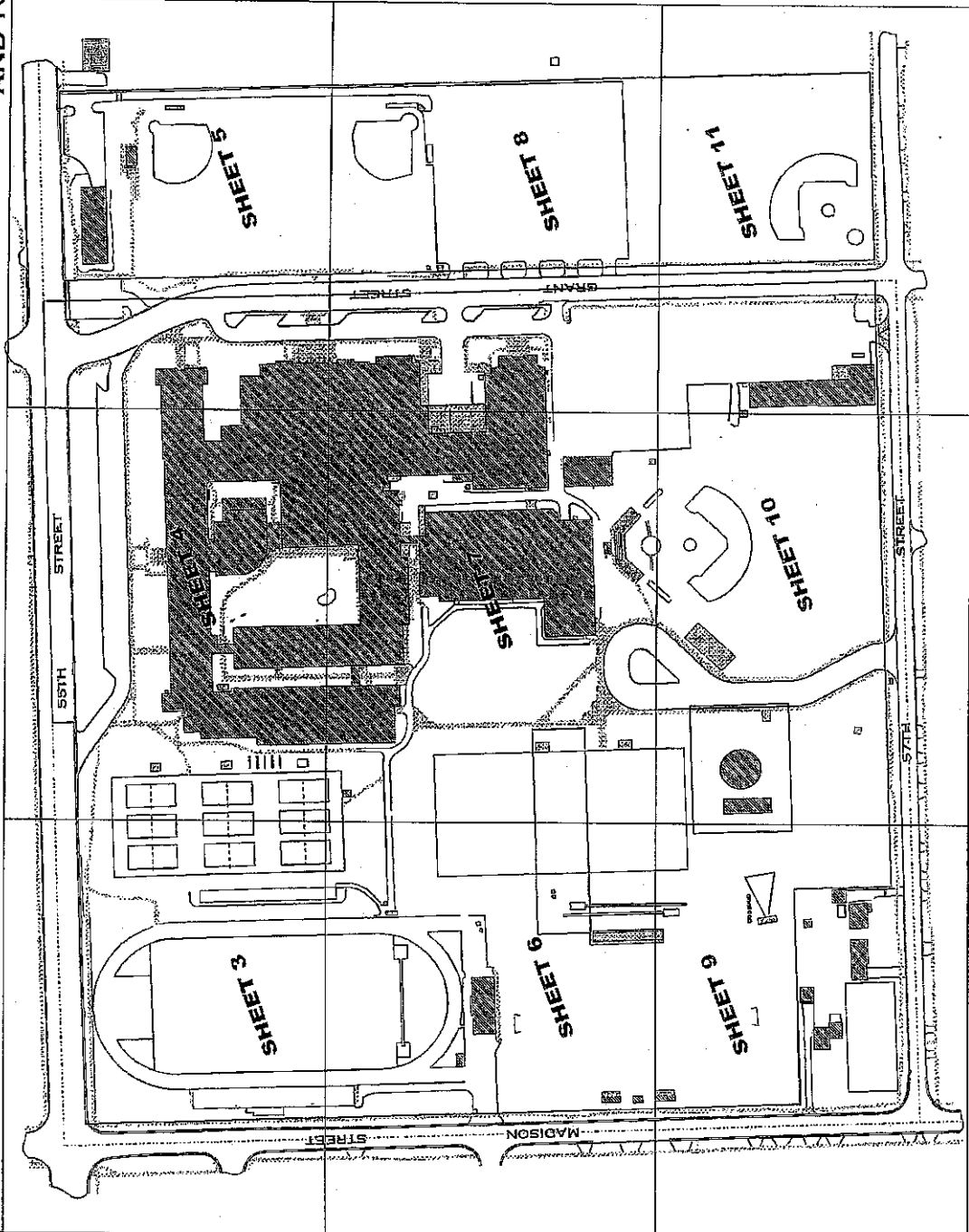
[illegible]Page 1 of 1

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
1994
SHEET 1 OF 12

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



ADDITIONAL NOTES:
ALL DIMENSIONS ARE IN FEET AND INCHES.
ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD OR RAILROAD.
ALL DIMENSIONS ARE TO THE CENTER OF THE BUILDING OR STRUCTURE.
ALL DIMENSIONS ARE TO THE CENTER OF THE LOT OR TRACT.
ALL DIMENSIONS ARE TO THE CENTER OF THE SECTION OR QUARTER SECTION.
ALL DIMENSIONS ARE TO THE CENTER OF THE TOWNSHIP OR RANGE.

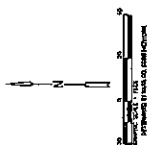
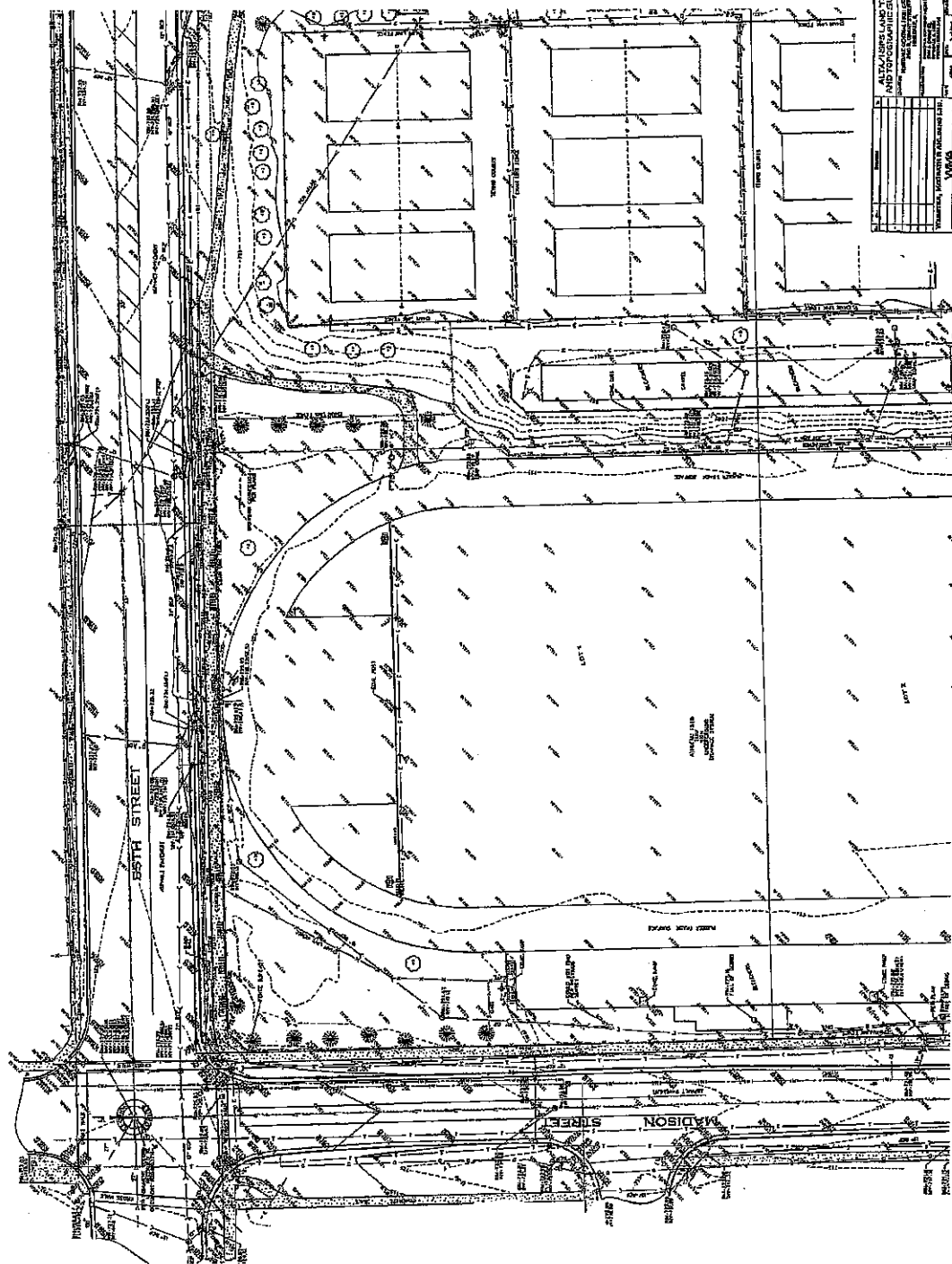
LEGEND

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96	SECTION
97	1/4 SECTION
98	1/2 SECTION
99	3/4 SECTION
100	SECTION

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

NO.	DATE	BY	REVISION
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3	3/1/2000	J. J. J.	3
4	4/1/2000	J. J. J.	4
5	5/1/2000	J. J. J.	5
6	6/1/2000	J. J. J.	6
7	7/1/2000	J. J. J.	7
8	8/1/2000	J. J. J.	8
9	9/1/2000	J. J. J.	9
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11	11/1/2000	J. J. J.	11
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18	6/1/2001	J. J. J.	18
19	7/1/2001	J. J. J.	19
20	8/1/2001	J. J. J.	20
21	9/1/2001	J. J. J.	21
22	10/1/2001	J. J. J.	22
23	11/1/2001	J. J. J.	23
24	12/1/2001	J. J. J.	24
25	1/1/2002	J. J. J.	25
26	2/1/2002	J. J. J.	26
27	3/1/2002	J. J. J.	27
28	4/1/2002	J. J. J.	28
29	5/1/2002	J. J. J.	29
30	6/1/2002	J. J. J.	30
31	7/1/2002	J. J. J.	31
32	8/1/2002	J. J. J.	32
33	9/1/2002	J. J. J.	33
34	10/1/2002	J. J. J.	34
35	11/1/2002	J. J. J.	35
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46	10/1/2003	J. J. J.	46
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49	1/1/2004	J. J. J.	49
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51	3/1/2004	J. J. J.	51
52	4/1/2004	J. J. J.	52
53	5/1/2004	J. J. J.	53
54	6/1/2004	J. J. J.	54
55	7/1/2004	J. J. J.	55
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89	5/1/2007	J. J. J.	89
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92	8/1/2007	J. J. J.	92
93	9/1/2007	J. J. J.	93
94	10/1/2007	J. J. J.	94
95	11/1/2007	J. J. J.	95
96	12/1/2007	J. J. J.	96
97	1/1/2008	J. J. J.	97
98	2/1/2008	J. J. J.	98
99	3/1/2008	J. J. J.	99
100	4/1/2008	J. J. J.	100

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



- LINE LEGEND**
- DOMINANT LINE
 - SUBORDINATE LINE
 - CATCHMENT LINE
 - CATCHMENT LINE
 - CATCHMENT LINE

ABBREVIATIONS

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY
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BOTH STREET
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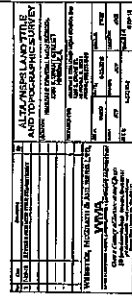
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**ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY**

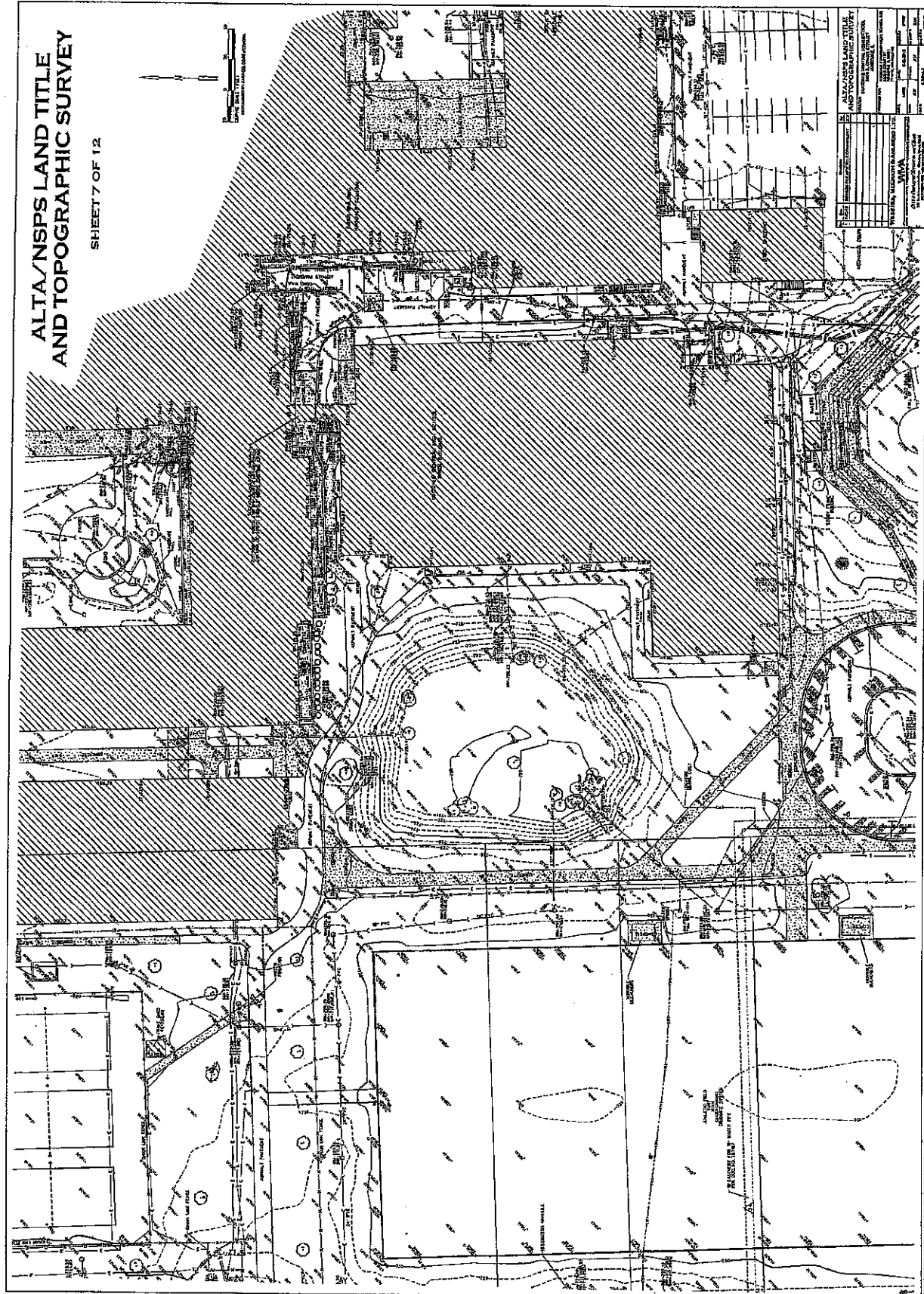
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SHEET 6 OF 12



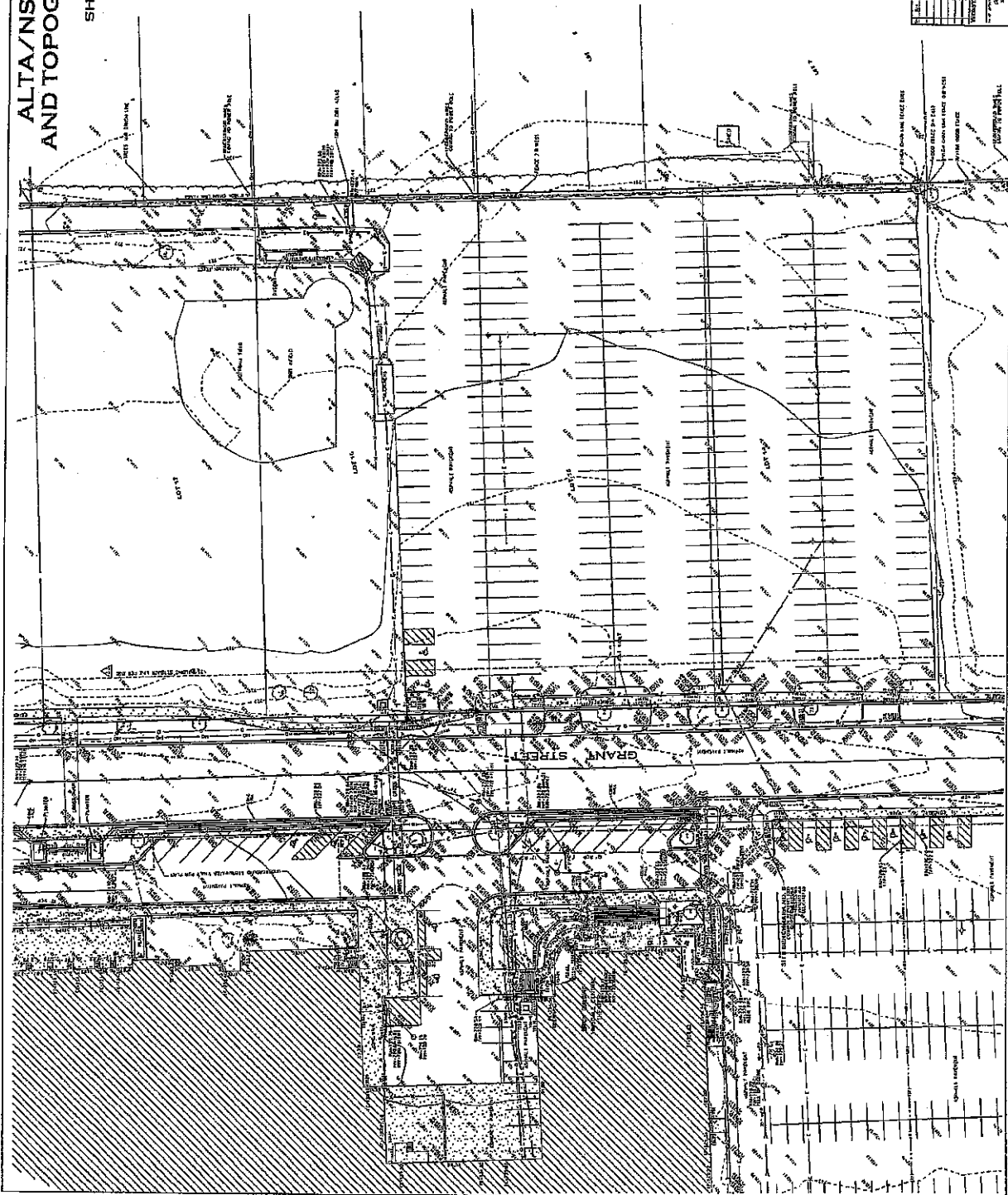
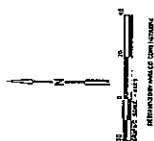
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AND TOPOGRAPHIC SURVEY

SHEET 7 OF 12



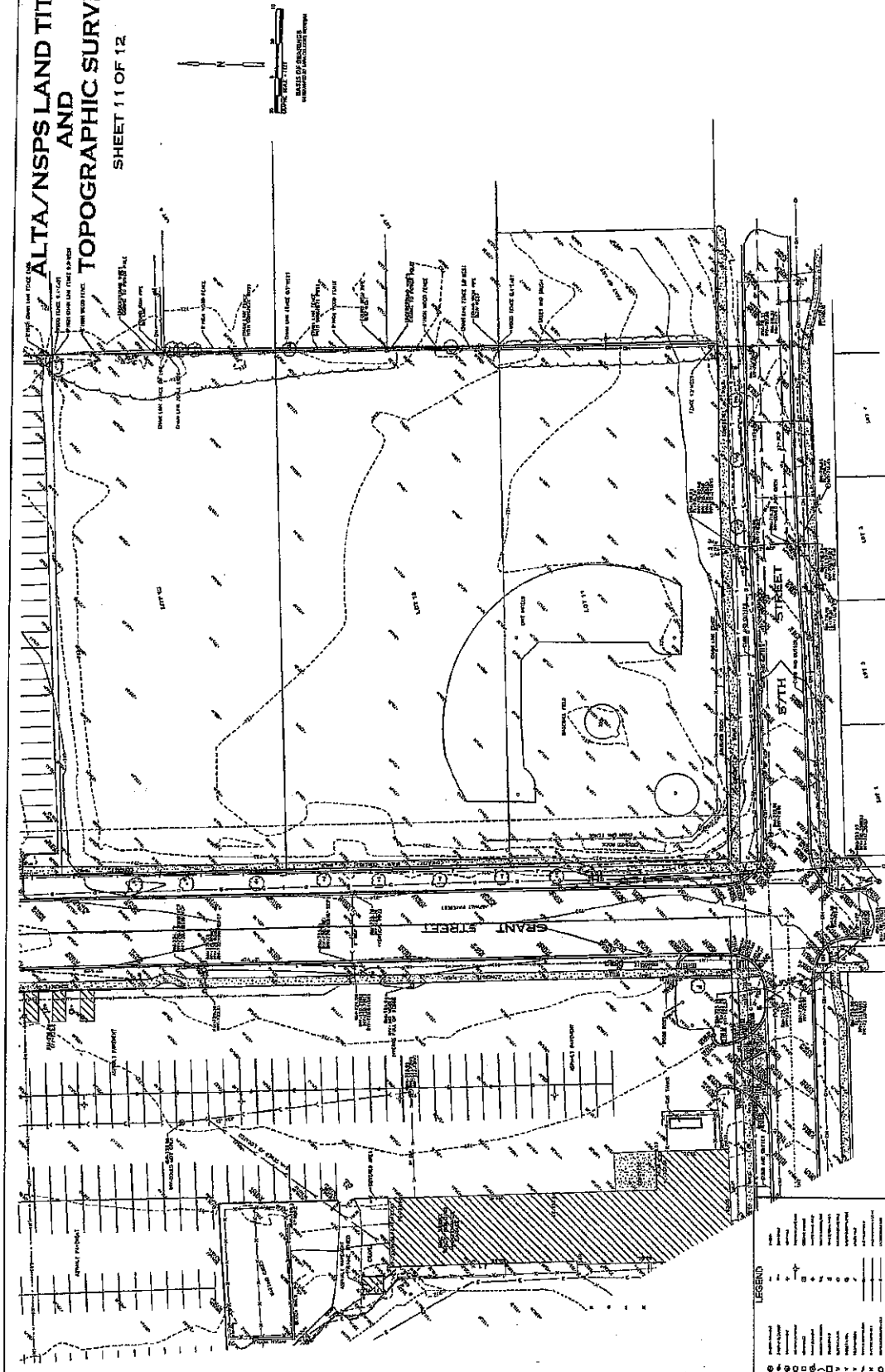
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SHEET 8 OF 12

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ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 11 OF 12



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TABLE OF COMPLIANCE

Address of subject property: 5500 South Grant Street

The following table is based on the IB Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	350,000 SF	1,501,285 SF	NO CHANGE
Lot Depth	250'	1263'	NO CHANGE
Lot Width	200'	1252'	NO CHANGE
Building Height	50'	VARIES BUT 47'-6" MAX.	SEE ATTACHED
Number of Stories	NOT LISTED	2 STORIES	SEE ATTACHED
Front Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Corner Side Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Interior Side Yard Setback	25'	VARIES BUT > 25'	NO CHANGE
Rear Yard Setback	25'	NOT APPLICABLE	NOT APPLICABLE
Maximum Floor Area Ratio (F.A.R.)*	.50 / 750,643 SF	.34 / 511,098 SF	.36 / 542,303 SF
Maximum Total Building Coverage*	NOT LISTED	19% / 280,272 SF	20% / 301,642 SF
Maximum Total Lot Coverage*	NOT LISTED	81% / 1,221,013 SF	80% / 1,199,643 SF
Parking Requirements	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. O2020-08.
6. The existing parking lot east of Grant Street is within the required 35' corner yard setback on Grant Street, and the 25' rear yard setback on the east property line of that subject property lot. Phase 1, Refer to Ordinance O2020-08.
7. Accessory Structures:
 - a. The existing home side (west) football field grandstands and press box are within the required 35' corner yard setback on Madison Street. The structures also exceed the 15' accessory building height limit.
 - i. Height
 1. Top of Existing Press Box structure is 23'-6"
 2. Top of Proposed Press Box structure is 22'-9"
 3. Existing and Proposed exceed the 15' accessory structure limit.
 - ii. Setback from Madison Street
 1. Existing Press Box structure is 4'-0" from the property line.
 2. Proposed Press Box structure is 5'-0" from the property line.
 3. Existing and Proposed are within the required 35' corner yard setback on Madison Street, and do not provide landscape or open space buffer.
 - b. Ticket Booth – Proposed top of ticket booth 17'-0", exceeding the 15' accessory structure limit.
 - c. Parking lot light fixtures – At the parking lot east of Grant Street
 - i. Existing non-conforming light fixtures at the existing parking lot are approximately 27'-6" tall. Proposed phase 2 work includes re-lamping the light fixtures, with the existing pole, base and structure to remain.
 - ii. At the new parking lot south extension part of phase 1 work (Refer to Ordinance O2020-08), parking lot light fixtures are proposed. Proposed phase 2 work includes new light fixtures to match to the existing adjacent pole height of 27'-6" (2'-6" concrete base and 25'-0" light fixture structure, for a total height of 27'-6"), exceeding the 15' accessory structure limit.
 - d. The existing soccer field player shelters and press box building are within the required 35' corner yard setback on Madison Street. The overall height of the press box structure

exceeds the 15' accessory structure limit. Phase 1 work. Refer to Ordinance No. O2020-08.

- e. The Existing maintenance garage is within the required 35' corner yard set back on 57th street. NO work or proposed changes to this building in any phase of this project are contemplated at this time.

**FINDINGS OF FACT AND RECOMMENDATION OF THE
VILLAGE OF HINSDALE ZONING BOARD OF APPEALS TO
THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

ZONING CASE NO: V-06-20

PETITIONER: ARCON Associates, Inc. on behalf of Hinsdale Township High School District 86

APPLICATION: For certain Variations from the Zoning Code of the Village of Hinsdale ("Zoning Code") and to the Hinsdale Village Code relative to the replacement and/or construction of new improvements at Hinsdale Central High School, at 5500 S. Grant Street, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held electronically on Wednesday, January 20, 2021 pursuant to a notice published in The Hinsdalean on December 24, 2020.

PROPERTY: The subject property is commonly known as 5500 S. Grant Street, Hinsdale, Illinois (the "Property") and is legally described in **Exhibit A** attached hereto and made a part hereof.

SUMMARY OF REQUEST: The Village of Hinsdale has received a request from ARCON Associates, Inc., on behalf of property owner Hinsdale Township High School District 86 (the "Applicant") for certain variations relative to the replacement and/or construction of new improvements to the existing building and grounds known as Hinsdale Central High School located on the Property at 5500 S. Grant Street (the "Application"). The improvements proposed at this time are a part of Phase II of a program of improvements and upgrades to the High School taking place over a period of three (3) years. The general scope of Phase II improvements include a Fines Arts addition, student services and special education addition, replacement of the west side football field grandstand and press box, ticket booth building for the 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 (collectively, the "Phase II Improvements").

This Property is located in the IB Institutional Buildings Zoning District in the Village of Hinsdale at the southwest corner of 55th Street and Grant Street.

The Applicant has requested variations to the following Sections of the Village Code and Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Village President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the partial replacement of the existing perimeter chain link fencing around the grandstand and press box structure with fencing of the same type (galvanized chain-link fencing) and height as the existing fencing;
- to Section 7-310 of the Zoning Code in order to allow the construction of a ticket booth that exceeds the allowable height for an accessory structure (seventeen (17) feet at its tallest point, exceeding the allowed height of fifteen (15) feet);
- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the replacement of the chain link fencing backstop around the varsity baseball field with the installation of safety netting and poles forty (40) feet in height;
- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the installation of black-coated vinyl chain link fencing at the junior-varsity baseball field, the installation of black-coated vinyl chain link fencing and a twenty-three (23) foot hooded backstop at the junior-varsity softball field, and the installation of black-coated vinyl chain link fencing at the varsity baseball field, adjacent to safety netting; and
- to Section 7-310 of the Zoning Code, in order to install two (2) parking lot light fixtures at a height of twenty seven (27) feet, six (6) inches, instead of the fifteen (15) foot maximum height for accessory structures set by the Zoning Code.

Collectively, these variation requests shall be referred to herein as the “Requested Variations.”

In addition to the Requested Variations, an additional variation over which the Zoning Board of Appeals of the Village of Hinsdale (“ZBA”) has final authority was considered. That variation was:

- to Sections 7-310 and 9-107(H)2 & 3, to allow construction of a grandstand and press box structure that exceeds height limitations within the corner side yard setback, as well as screening and buffering variations.

Together, this is the “Additional Variation” and, collectively with the Requested Variations, the “Variations”. The proceedings and final decision of the ZBA on the Additional Variation is detailed in a separate Final Decision issued by the ZBA. The collective Variations are all described in more detail in the Application, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

On January 20th, 2021, following the conclusion of the public hearing on this matter, the ZBA indicated its approval of the Requested Variations on a vote of seven (7) in favor,

zero (0) opposed, and zero (0) absent, and directed the preparation of these Findings and Recommendations.

PUBLIC HEARING: At the combined public hearing on the Variations, Project Architect Nick Graal testified as the representative of the Applicant on the Variations.

The representative of Applicant reviewed the Variations for the benefit of the ZBA, and how, in the opinion of the Applicant, the standards for Variations had been met.

On the Requested Variation regarding the replacement of the perimeter chain-link fencing around the grandstand and press box structures, Mr. Graal noted that the Applicant sought to utilize galvanized chain-link fencing in order to match existing conditions, and because it is only a partial fence replacement. It is a one-for-one replacement of an existing nonconforming condition. The current code compliant fence height will be maintained. chain-link is preferred for security reasons, because it facilitates visibility.

On the Requested Variation regarding the height of the ticket booth structure, Mr. Graal noted they are requesting the structure be seventeen (17) feet at its tallest point, exceeding the allowed height of fifteen (15) feet. The purpose of the height is to match the existing roofline of the nearby "huddle hut", and to maintain consistency with the height of another structure which received a variation in Phase 1. He noted the structure is deep within the High School property and away from public view.

On the Requested Variation regarding chain-link fencing backstop around the varsity baseball field, Mr. Graal noted that they were seeking variations for fencing material and fence height. They are seeking to allow safety netting and poles forty (40) feet in height. The safety netting will be a safety upgrade, as well as provide an aesthetic upgrade and better site lines through the netting. This Requested Variation is consistent with variations granted last year during Phase I. There will be a masonry knee wall below for aesthetic purposes.

On the Requested Variation regarding chain-link fencing around the junior-varsity softball field, junior-varsity baseball field and the varsity baseball field, Mr. Graal noted that they were seeking variations for fencing material and fence height. They are seeking to allow black-coated vinyl chain-link fencing at the junior-varsity baseball field in part in order to block the field of play from the drainage basin installed last year following review by the Village's engineering department. The black-coated vinyl chain-link fencing at the junior-varsity softball field is a one-for-one replacement of the existing non-conforming fencing, which is past its useful life. The varsity baseball field fencing is a one-for-one replacement of small portions of fencing comprising wings of the field in between the safety netting backstop and the existing dugouts. This fencing will also be black-coated vinyl chain-link. The fencing at all three fields is consistent with what is already on-site and with fencing approved last year during Phase I.

On the Requested Variation regarding the installation of two (2) parking light fixtures that exceed the allowable height, Mr. Graal noted that the fixtures would be installed in a lot

installed last year following Village approval. The height would be twenty seven (27) feet, six (6) inches, which is in excess of the fifteen (15) foot maximum height for accessory structures set by the Zoning Code. They will match the height of four (4) existing light poles in the lot. The fixtures are low profile LED's, have low glare, and high optical performance. The light levels are code compliant and dimmed at night. Mr. Graal explained that the proposed light fixtures at the proposed height were the most efficient option in terms of both cost, lighting effectiveness, and in minimizing the number of poles needed.

During his presentation, the representative of the Applicant answered various questions posed by the members of the ZBA at the pre-hearing or since the pre-hearing.

Each of the Requested Variations was considered separately, and there were no members of the public wishing to speak on the application, and the portion of the Public Hearing related to each of the Requested Variations was closed.

Members discussed the Requested Variations and agreed that the standards for variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. Each of the Requested Variations was considered separately, and motions to approve and second were made by various members. The unanimous vote on each of the Requested Variations was as follows:

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

NAYS: None

ABSTAIN: None

ABSENT: None

FINDINGS: The following are the Findings of the ZBA relative to the Requested Variations:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *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, or 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 owner of the lot. The Property is landlocked and there are limited opportunities for expansion. All*

members agree that the long-existing precode school structure on the Property, along with the physical layout of the existing structures, athletic fields, uses and parking on the Property, proximity of the use to the adjacent neighbors, safety concerns, and landlocked nature of the Property, are driving the request for the Requested Variations and create a unique physical condition. The Requested Variations in a number of cases concern like-kind replacements of existing fences and other structures, and in others, such as the height variation for the ticket booth, are necessary to match the architectural aesthetic of nearby existing structures. The fencing for the Junior Varsity Baseball Field is necessary to separate and protect the field of play from the adjacent drainage basin.

3. *Not Self-Created:* The 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 the Zoning Code, for which no compensation was paid. The need for the Requested Variations is not self-created, and is in part driven by the existing physical conditions present on the Property, desire to match the architectural aesthetic of nearby existing structures, and the landlocked nature of the Property. The ZBA finds this standard to have been met.

4. *Denied Substantial Rights:* The carrying out of the strict letter of the provisions 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. In this case, requiring the Applicant to conform to the provisions of the Zoning Code for which relief is sought would cause the loss of various on-site amenities to the community provided by Applicant, would impact the ability of the Applicant to create a consistent aesthetic with existing structures, and would negatively impact both the neighbors and the Applicant's ability to serve the community.

5. *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. The Variations are not sought to make more money from use of the Property, but are instead sought in order to make necessary improvements to the Property without negatively impacting site conditions and adjacent neighbors, and are consistent in several cases with variations approved as part of Phase I.

6. *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 the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The

Variations are consistent with the existing use and, in several cases, with previously approved variations from Phase I. The ZBA found this standard to have been met.

7. Essential Character Of The Area: The variation would not result in a use or development on the subject property that:

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

The granting of the Requested Variations will allow needed improvements to occur at the Property, without negatively impacting existing site amenities or adjacent neighbors. The building, fields, fencing and other structures already exist, and the utilities are already in place. The Requested Variations will not endanger the public health or safety.

8. No Other Remedy: There is no means other than the requested variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. Limited options exist at this landlocked site. The ZBA finds this standard to have been met.

RECOMMENDATION:

Based on the Findings set forth above, the ZBA, by a vote of seven (7) in favor, zero (0) opposed and zero (0) absent, recommends to the President and Board of Trustees that the following Requested Variations, as described in the Application, a copy of which is attached hereto as Exhibit B and made a part hereof, relative to construction of the Phase II Improvements located in the IB Institutional Building Zoning District at 5500 S. Grant Street, be GRANTED:

- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the partial replacement of the existing perimeter chain link fencing around the grandstand and press box structure with fencing of the same type (galvanized chain-link fencing) and height as the existing fencing;
- to Section 7-310 of the Zoning Code in order to allow the construction of a ticket booth that exceeds the allowable height for an accessory structure (seventeen (17) feet at its tallest point, exceeding the allowed height of fifteen (15) feet);

- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the replacement of the chain link fencing backstop around the Varsity Baseball Field with the installation of safety netting and poles forty (40) feet in height;
- to Section 9-12-3(D) & (E) of the Village Code regarding fence construction standards and height, in order to allow the installation of black-coated vinyl chain link fencing at the Junior-Varsity Baseball Field, the installation of black-coated vinyl chain link fencing and a twenty-three (23) foot hooded backstop at the Junior-Varsity Softball Field, and the installation of black-coated vinyl chain link fencing at the Varsity Baseball Field, adjacent to safety netting; and
- to Section 7-310 of the Zoning Code, in order to install two (2) parking lot light fixtures at a height of twenty seven (27) feet, six (6) inches, instead of the fifteen (15) foot maximum height for accessory structures set by the Zoning Code.

Signed: _____
 Robert Neiman, Chair
 Zoning Board of Appeals
 Village of Hinsdale

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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

PARCEL VI: THE SOUTH HALF OF LOT 3, IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND

THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

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

PARCEL VIII: LOT 1, IN PENZES RESUBDIVISION OF THE SOUTH HALF OF LOT 4 (EXCEPT THE EAST 60 FEET THEREOF), IN BLOCK 7, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, 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 THEREOF RECORDED APRIL 5, 1920 AS DOCUMENT NO. 141390, IN DUPAGE COUNTY, ILLINOIS

PARCEL XII: THE EAST 60 FEET OF THE SOUTH HALF OF LOT 4 (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 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 COUTNY, ILLINOIS

PARCEL XIV: LOTS 11 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 2, IN BRANIGAR BROTHERS HINSDALE FARMS, BEING A SUBDVISION 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

COMMONLY KNOWN AS: 5500 South Grant Street, Hinsdale, Illinois

PINS: 09-13-100-017, 09-13-100-008, 09-13-100- 011, 09-13-100-012, 09-13-100-013, 09-13-100-014, 09-13-100-015 & 09-13-101-027

EXHIBIT B

APPLICATION FOR VARIATIONS

Zoning Calendar No. 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 PROPERTY: Hinsdale Central High School
5500 South Grant Street

TELEPHONE NUMBER(S): 630-495-1900

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

DATE OF APPLICATION: November 20, 2020



SECTION I

Please complete the following:

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

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

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

b. _____

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

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

8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
Survey attached
9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
Site Plan attached and see attachment 'F'
10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
See Attachment 'C'
11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.
See Attachment 'C'
12. Successive Application. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.
See Attachment 'C'

SECTION II

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

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

See Attachment 'D'

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

See Attachment 'E'

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

See Attachment 'E'

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

See Attachment 'E'

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

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

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

See Attachment 'E'

SECTION III

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

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

See Attachment 'F' and Site Plan

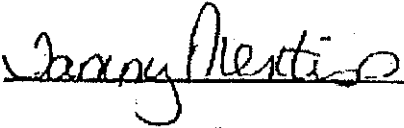
SECTION IV

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

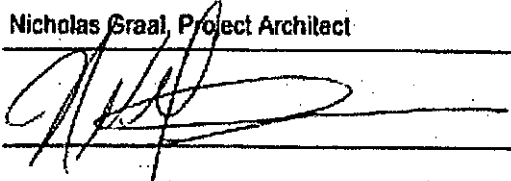
SECTION V

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

Name of Owner: Tammy Prentiss, Superintendent

Signature of Owner: 

Name of Applicant: Nicholas Graal, Project Architect

Signature of Applicant: 

Date: 11/17/2020

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 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:

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.

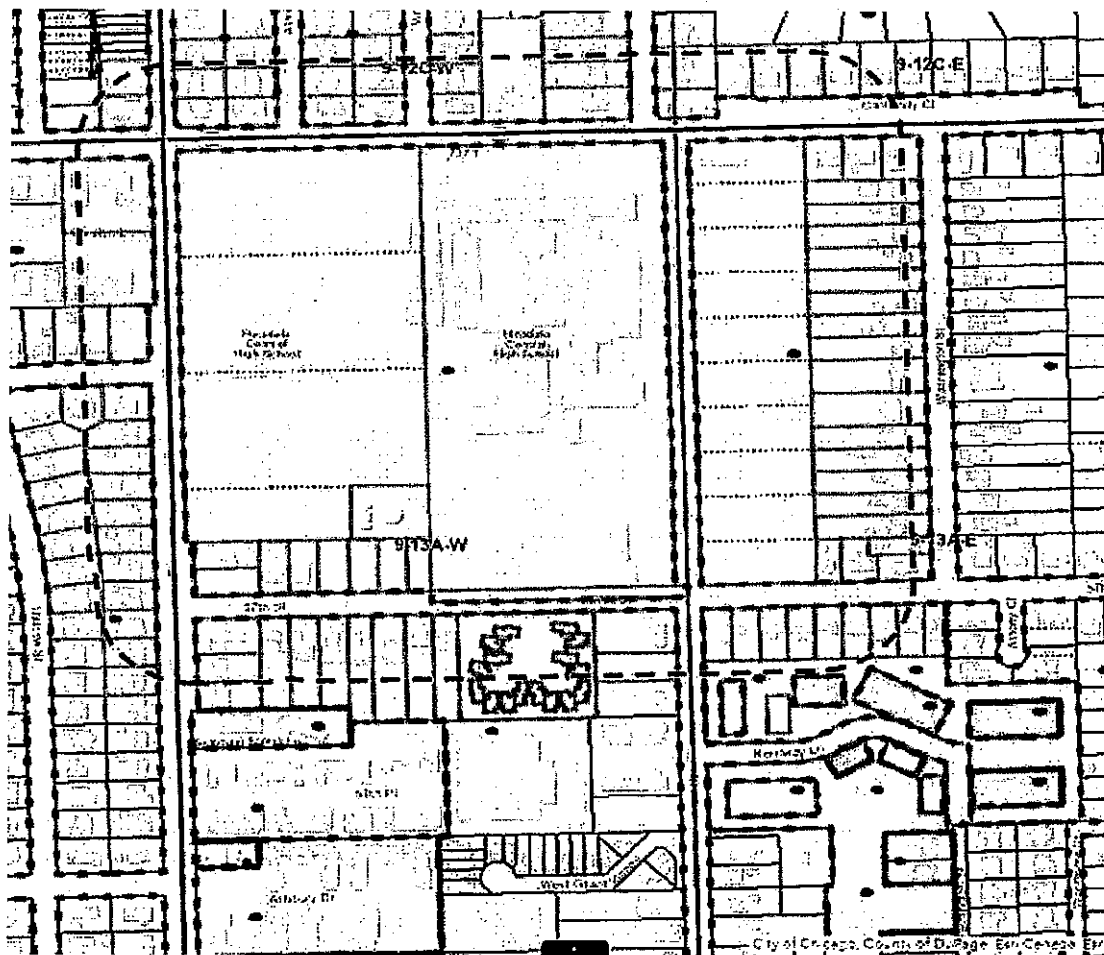
PARCEL XIV:

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, 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 APART	PROPERTY CITY	PROPERTY ZIP CODE
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; NORMAN	5500	S	WASHINGTON ST		HINSDALE	60521
0913100010	FU; NING X & S YEH	319	W	57TH ST		HINSDALE	60521
0911431041	CHICAGO TITLE 8002377234	941	S	THURLOW ST		HINSDALE	60521
0913103093	DONG; CHI	5702		FOXGATE LN		HINSDALE	60521
0913103105	ALI; FERROZ & RAESA	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		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	5715	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
0913101018	KALER; CYNTHIA A	5624	S	WASHINGTON ST		HINSDALE	60521
0912318016	BATTAGLIA; STEPHANIE TR	941	S	MADISON ST		HINSDALE	60521
0913103135	GAO; GUIFANG & YANG	5708	S	GRANT ST		HINSDALE	60521
0914208024	LILLIOIA; 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	5619	S	THURLOW ST		HINSDALE	60521
0912320018	KUO; JIM FA JEN & MAI P	938	S	GRANT ST		HINSDALE	60521
0913103002	BURGESS; DENNIS & JULIE	5709	S	MADISON ST		HINSDALE	60521
0913104013	MC NEILY; MARY & CURTLAN	8	W	57TH ST		HINSDALE	60521
0912320017	CAO; SHUMIN	932	S	GRANT ST		HINSDALE	60521
0913101010	BARRIOS; MARIA E & EDGAR	5512	S	WASHINGTON ST		HINSDALE	60521
0913103108	STRAUCH; DAVID & KATHARINE	5701		FOXGATE LN		HINSDALE	60521
0914205023	1ST BK OAK PARK TR4777			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			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-SAMY; 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 HTH242	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	5659	S	THURLOW ST		HINSDALE	60521
0913101029	DEBOD TR; ZARINE & MEHRAB	5536	S	WASHINGTON ST		HINSDALE	60521
0914208022	DANG; YUHONG & YAN GUO	5628	S	MADISON ST		HINSDALE	60521

0913101028	JIAO; JIAN & LYDIA LI	5530	S	WASHINGTON ST	HINSDALE	60521
0914208020	RIHIMAKI; RICHARD W	5612	S	MADISON ST	HINSDALE	60521
0913104003	JOYCE; JOSEPH & DENISE	26	W	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 & ALYSON	8	W	55TH ST	HINSDALE	60521
0913103047	PAPPU; SUNDER & J RAJU	316	W	57TH ST	HINSDALE	60521
0913104016	CHICAGO TITLE HTH2242	5701	S	GRANT ST	HINSDALE	60521
0912321016	DUBAUSKAS; ADAM & OZLEM	33		CAMBERLEY CT	HINSDALE	60521
0912320019	YUSUF; SHAHID TR	944	S	GRANT ST	HINSDALE	60521
0913103006	NEMESNYIK TR; CAROL	318	W	57TH ST	HINSDALE	60521
0913103005	LEE FAMILY TR	322	W	57TH ST	HINSDALE	60521
0913103048	BOSTROS; SAMUEL & NEVEN	310	W	57TH ST	HINSDALE	60521
0912320005	CARROLL; RICHARD & ALICIA	931	S	VINE ST	HINSDALE	60521
0913101020	ZHAO; GANG & JIAYU LI	5640		WASHINGTON ST	HINSDALE	60521
091431040	SCHULER; DAVID R	954	S	MADISON ST	HINSDALE	60521
0913101035	KRUSACK; LOUISA MAY TR	19	W	57TH ST	HINSDALE	60521
0913103004	BIELECKI; T & M KOZAK TR	326	W	57TH ST	HINSDALE	60521
0913103001	KOLLOSS; 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	5643	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



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 ($\frac{1}{2}$) 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.

 <p>First American</p> <p>Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 2977574</p>
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COMMITMENT FOR TITLE INSURANCE**Issued By****FIRST AMERICAN TITLE INSURANCE COMPANY****NOTICE**

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

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

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

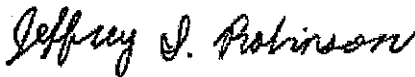
COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company


Dennis J. Glinore
President



Jeffrey S. Robinson
Secretary

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

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

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

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Transaction Identification Data for reference only:

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

27775 Diehl Rd, Warrenville, IL 60555

Phone : (866)563-7707

Commitment No.: 2977574

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

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

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

Customer Reference:

SCHEDULE A

1. Commitment Date: June 25, 2019 8:00 AM
2. Policies to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: None
Proposed Policy Amount: \$0.00
 - (b) ALTA® Loan Policy
Proposed Insured: NONE
Proposed Policy Amount: NONE
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in:

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

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

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

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

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

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

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

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VIII;

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

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

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

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

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

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

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

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

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

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

and

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

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

First American Title Insurance Company

By: 
Authorized Countersignature

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

SCHEDULE B, PART II

Exceptions

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

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

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment No.: 2977574

SCHEDULE B, PART II

Exceptions (Continued)

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

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

Note for informational purposes 2018 taxes:

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

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

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

Tax identification no.: 09-13-100-008
(Affects Parcel VIII)

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Note for informational purposes 2018 taxes:

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

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

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

Tax Identification no.: 09-13-100-011
(Affects Parcel IX)

Note for informational purposes 2018 taxes:

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

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

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

Tax Identification no.: 09-13-100-012
(Affects Parcel X)

Note for informational purposes 2018 taxes:

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

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

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

Tax Identification no.: 09-13-100-013
(Affects Parcel XI)

Note for informational purposes 2018 taxes:

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

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

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

Tax Identification no.: 09-13-100-014
(Affects Parcel XII)

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Note for informational purposes 2018 taxes:

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

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

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

Tax Identification no.: 09-13-100-015
(Affects Parcel XIII)

Note for informational purposes 2018 taxes:

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

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

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

Tax identification no.: 09-13-101-027
(Affects Parcel XIV)

Note for informational purposes 2018 taxes:

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

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

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

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

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

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b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.

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

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

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

(Affects Parcels I, II, III and XIII)
35. Easement agreement with the Village of Hinsdale recorded as document no. R91-056252 for the purpose of installing highway improvements, and the terms and conditions contained therein.

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

(Affects Parcel XIII)

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

(Affects Parcel VIII)

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

Note: Land use restrictions/limitations: None

(Affects Parcels I through VII; XIII and XIV)

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

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

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

(Affects Parcel XIV)

44. Ordinance No. 093-36 recorded as document no. R93-303069 establishing Special Service Area Number 7, and the terms and conditions contained therein.

45. Ordinance No. 094-3 recorded as document no. R94-022094 establishing Village of Hinsdale Special Service Area No. 7, and the terms and conditions contained therein.

46. Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

Limitation of Liability for Informational Report

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

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2977574

Commitment File No.: 2977574

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

Parcel I:

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

Parcel II:

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

Parcel III:

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

Parcel IV:

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

Parcel V:

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

Parcel VI:

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

Parcel VII:

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

Parcel VIII:

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

Parcel IX:

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

Parcel X:

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

Parcel XI:

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

Parcel XII:

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

Parcel XIII:

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

Parcel XIV:

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

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

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

5500 S. Grant Street
Hinsdale, IL 60521

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ATTACHMENT E

Section II

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 is 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. 02020-08.
 - 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 is 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 is 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) 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.
 - 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:
 - i) 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 is 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) **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.
 - ii) Fence Height
- c) **Minimum Variation:**
 - i) Allow black coated vinyl chain link fence at Junior Varsity Baseball Field Outfield.
 - ii) 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 is 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):

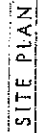
- a) Ordinance Provision: Sec. 7-310: Bulk, Space and Yard Requirements
- b) Variation Sought:
 - i) Accessory structure exceeds the height limitations.
- c) Minimum Variation:
 - i) Allow structure to be 27'-6" in height (light fixture base is 2'-6", light fixture pole is 25'-0").
- d) Standards for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

ATTENTION	
COMING 54	07-20-12
John L.	02-19-15
John L.	03-21-18

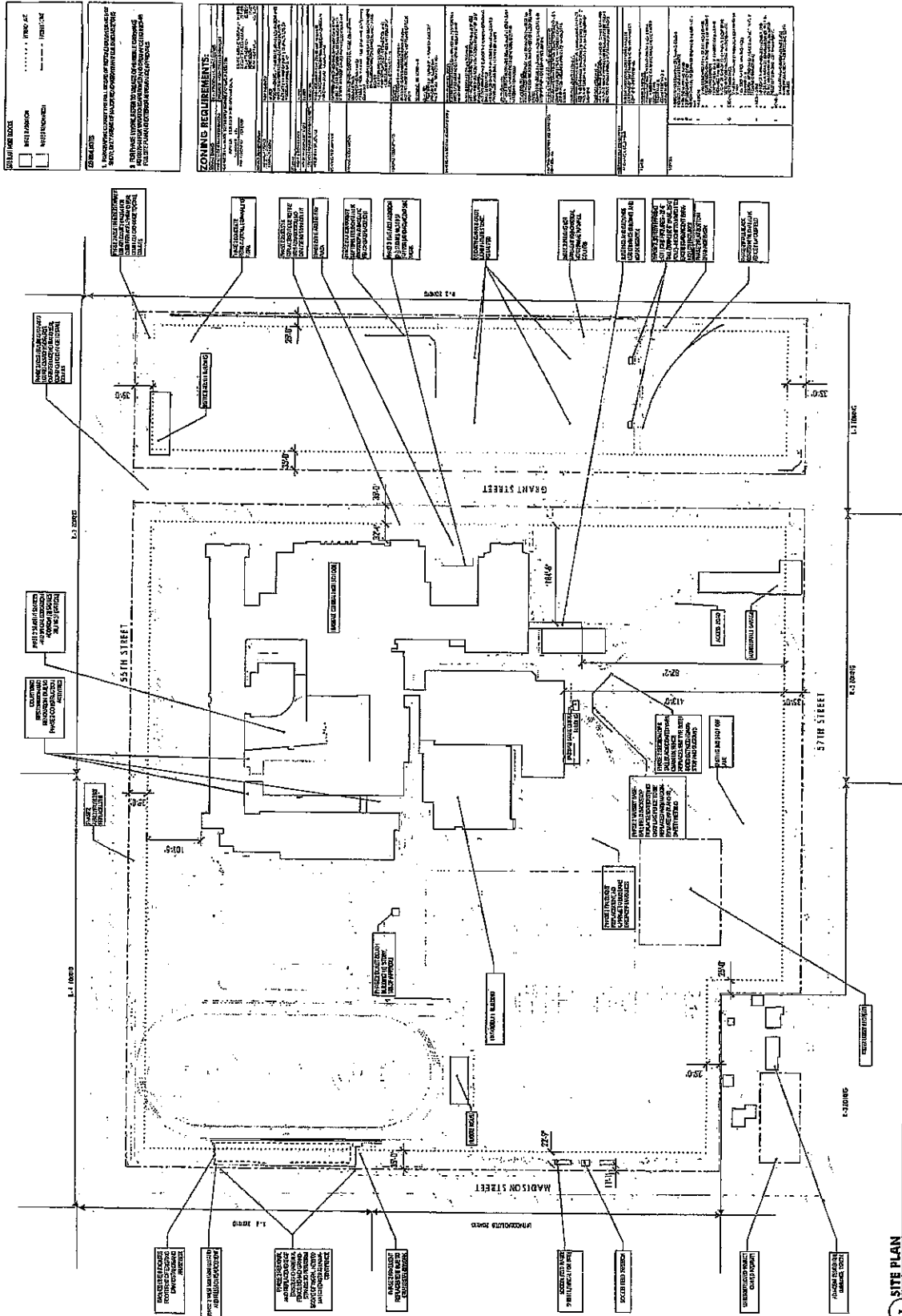
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	S-0 Single Family Residential Structure		D-1 Community Business Structure		D-1 Community Office Structure
	S-0 Single Family Residential Structure		D-2 Central Business Structure		D-2 Limited Office Structure
	S-0 Single Family Residential Structure		D-3 General Business Structure		D-3 General Office Structure
	S-0 Single Family Residential Structure				D-4 Institutional Building Structure
	M-0 Multiple Family Residential Structure				D-5 Health Service Structure
	M-0 Multiple Family Residential Structure				Open Space Structure
	M-0 Multiple Family Residential Structure				Other Structure

VILLAGE OF BURR BRIDGE

Project No. 19101
November 20, 2020

Project No. 19101



DESIGN LOADINGS
TREAD & SEAT AREA 10 psf (100 psf) UNIFORM LIVE LOAD.
SEAT VERTICAL 120 psf.
SEAT HORIZONTAL SWAY 24 psf (1/4 PARALLEL AND
1/4 PERPENDICULAR TO SEAT).
TREAD - SLAB AND AISLE TREADS - MINIMUM CONCENTRIC
LOADS OF JOISTS ON AN AREA OF 1 SQUARE
HANDRAIL & GUARDRAIL 30 psf IN ANY DIRECTED
HANDRAIL & GUARDRAIL 30 psf CONCENTRIC
GUARDS, RAILLINGS, STAIRS OR SEAT IN EITHER
SNOW LOADS AS PER STATE ADOPTED CODE
WIND LOADS AS PER STATE ADOPTED CODE
SEISMIC LOADS AS PER STATE ADOPTED CODE

- [illegible]

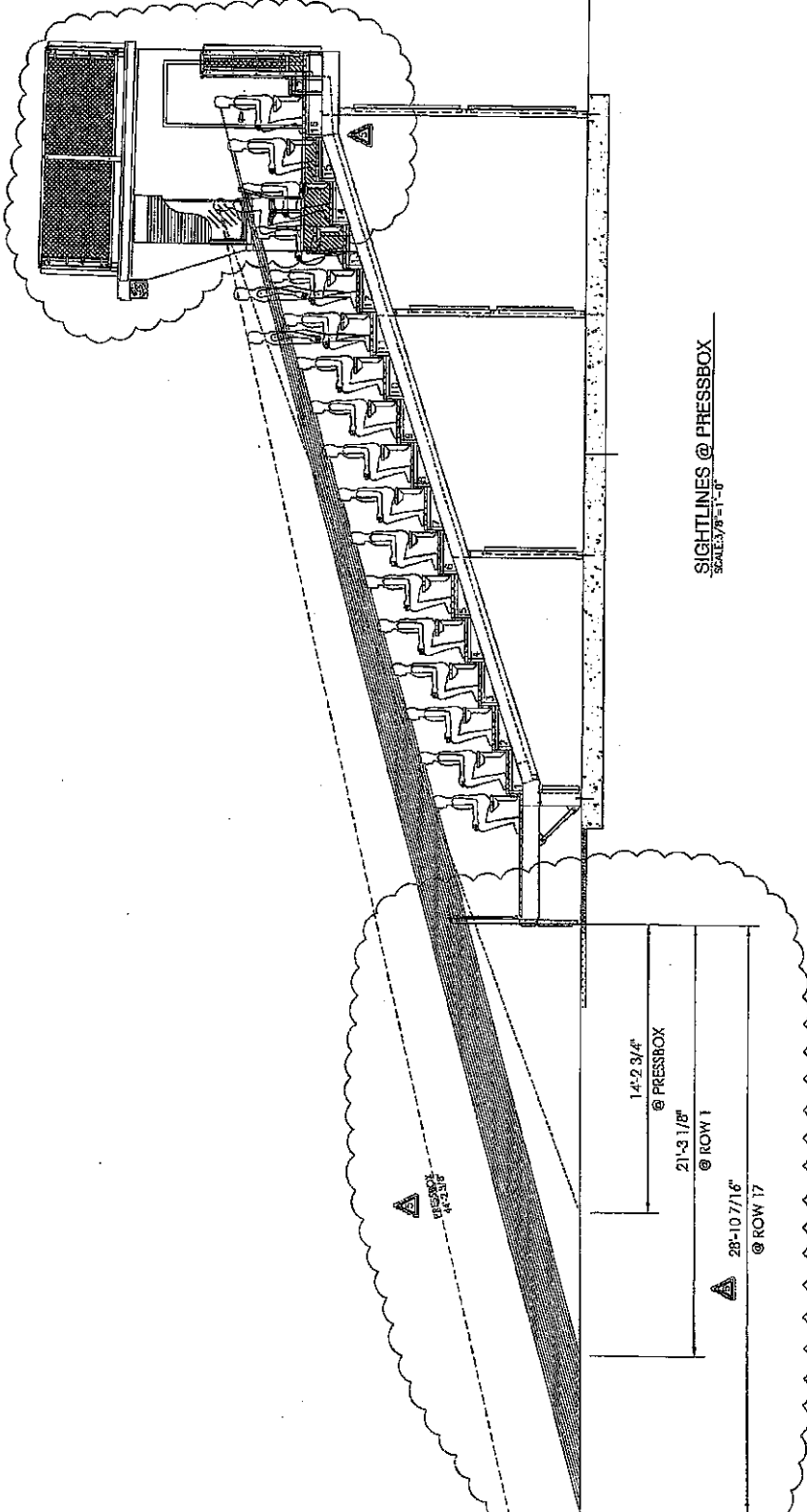


LINE OF EXISTING
PRESSBOX AND
GRANDSTAND
STRUCTURE

HINSDALE, CENTRAL
GRANDSTAND
HINSDALE, ILLINOIS

[illegible][illegible]

GRANDSTANDS AND PRESSBOX SIGHTLINES



SIGHTLINES @ PRESSBOX
SCALE 3/8" = 1'-0"

14'-2 3/4"
@ PRESSBOX
21'-3 1/8"
@ ROW 1
28'-10 7/16"
@ ROW 17

△
PRESSBOX
4'-2 3/4"

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
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SIGHT LINES
8' RISE X 26" TREADS / 19 ROWS

GRANDSTAND, CENTRAL
GRANDSTAND, ILLINOIS
GRANDSTAND, ILLINOIS

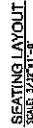
NOT FOR CONSTRUCTION

20 Bed One Grandstand, 19th Row
SHEET 111
SHEET 111
SHEET 111

Southern
BLEACHER COMPANY
GRANDSTANDS - STADIUMS
20 Bed One Grandstand, 19th Row
SHEET 111
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SHEET 111

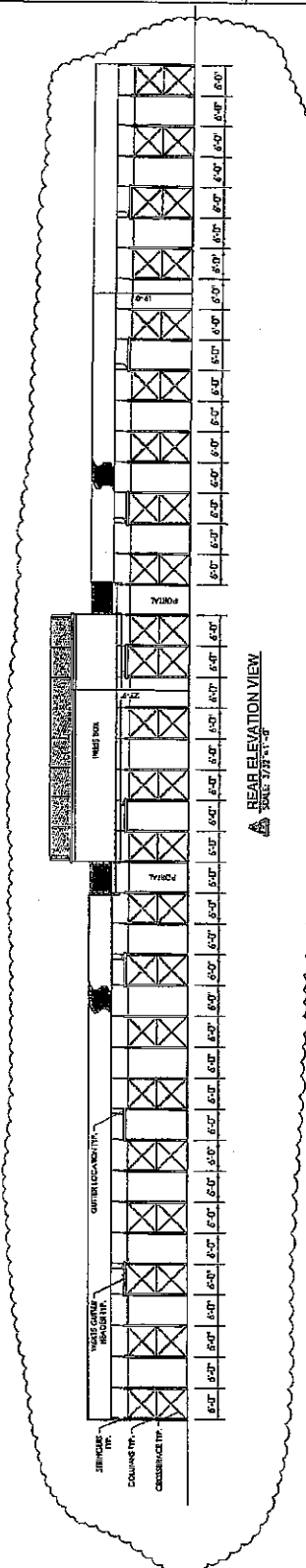
27 X 34" (11x17" = 1/2" reduced scale)

EXISTING TO
REMAIN (NO WORK),
TYP. BOTH SIDES

**PROPOSED SEATING CAPACITY**

2387 TOTAL NET 18" SEATS
27 TOTAL NET 33" WHEELCHAIR SPACES
2409 TOTAL SEATING CAPACITY

EXISTING SEATING CAPACITY IS 2,402 SEATS, WITH NO ADA SEATING



REAR ELEVATION VIEW
SCALE: 3/32"=1'-0"

[illegible]

NOT FOR CONSTRUCTION

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. IT IS FOR INFORMATION ONLY.

SHEET CHRON ON

SHEET CUP MOON

SHEET CHRON ON

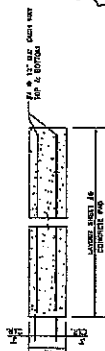
10/10/10

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PLAN VIEW
264'-0" X 19 ROWS / 26" TREADS
HINSDALE, CENTRAL
GRANDSTAND
HINSDALE, ILLINOIS

22. $z = 1 + i$, $z' = 1 - i$, $z'' = 1 + 2i$

GRANDSTANDS FOUNDATION PLAN



CONCRETE SLAB FOUNDATION DETAIL
NOT TO SCALE

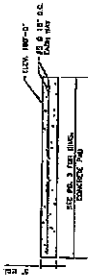
FOUNDATION NOTES

CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION. ALL REINFORCEMENT SHALL BE DETAIL IN ACCORDANCE WITH THE LATEST AIA REINFORCEMENT MANUAL.

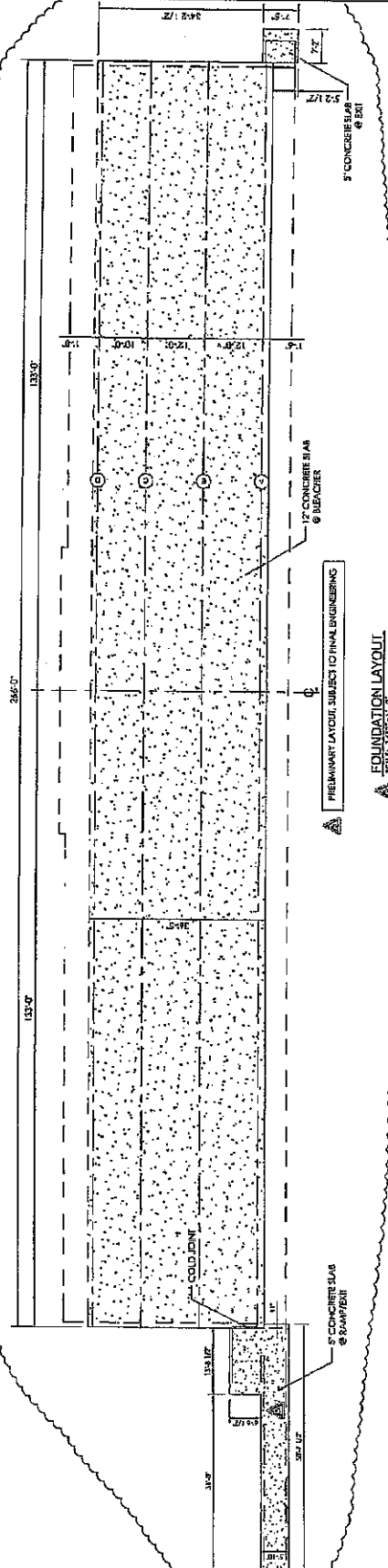
REINFORCING STEEL SHALL BE ASTM GRADE 60.

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI. AT 28 DAYS.

ALLOWABLE SOIL BEARING CAPACITY - SEE SOIL REPORT.



CONCRETE EXIT PAD DETAIL
NOT TO SCALE



FOUNDATION LAYOUT
SCALE: 1/8" = 1'-0"

PRELIMINARY LAYOUT SUBJECT TO FINAL ENGINEERING

5' CONCRETE SLAB
@ RAMP DETAIL

12' CONCRETE SLAB
@ BEACHER

5' CONCRETE SLAB
@ EXIT

5'-2 1/2'

7'-2'

3'-0"

1'-0"

1'-0"

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1'-0"

22' x 34' (11x17' = 1/2" indicated scale)	
DATE: 10/27/11	10/27/11
PROJECT: GRANDSTAND	10/27/11
LOCATION: HINSDALE, ILLINOIS	10/27/11
CLIENT: HINSDALE, CENTRAL	10/27/11
DESIGNER: BILBAUER COMPANY	10/27/11
CHECKED: BILBAUER COMPANY	10/27/11
APPROVED: BILBAUER COMPANY	10/27/11
NOT FOR CONSTRUCTION	10/27/11

The image contains four architectural drawings of a building addition:

- ROOF RAIL LAYOUT**: A plan view of the roof showing a grid of rafters and roof rails. Dimensions include 12'-0" for the main span and 12'-0" for the overhang. A note indicates "BREAKER PANEL UP SURFACE MOUNT".
- PLAN VIEW**: A detailed floor plan of the addition. It shows a "PORCH ROOF (RM)" and "SLOPED WINDOWS". Dimensions include 12'-0" for the main span and 12'-0" for the overhang. A note indicates "INTERIOR WINDOW".
- SIDE VIEW**: A side elevation of the addition. It shows a "FIXED GLASS W/ WINDOW" and "ALUMINUM SLIDERS @ 8'0" WALLS". Dimensions include 10'-0" for the main span and 10'-0" for the overhang. A note indicates "ROOF RAILING AND 6 GAUGE VINYL CONT FIELD INSTALLED".
- FRONT ELEVATION VIEW**: A front elevation of the addition. It shows a "PANTHER AND ALUM. ROLL-UP SHUTTERS". Dimensions include 10'-0" for the main span and 10'-0" for the overhang.



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	DOOR SWEEP		400
	SADDLE THRESHOLD		NA
	DOOR POSITION SWITCH		NA
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ALL EXTERIOR PRESS BOX DOOR
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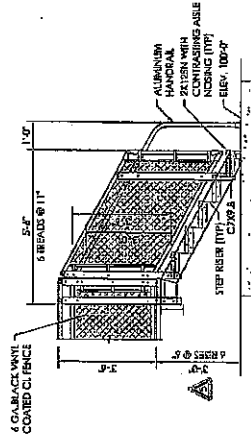
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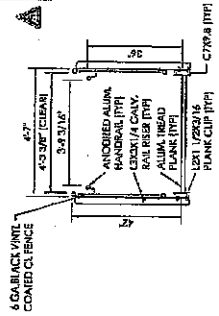
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HINSDALE CENTRAL H.S. - PORTAL EXIT STAIR DETAIL
NOT TO SCALE

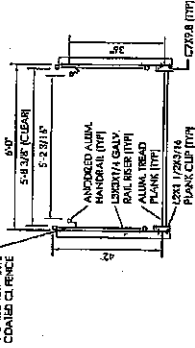


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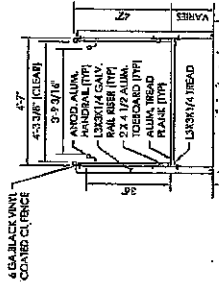
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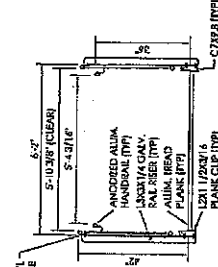
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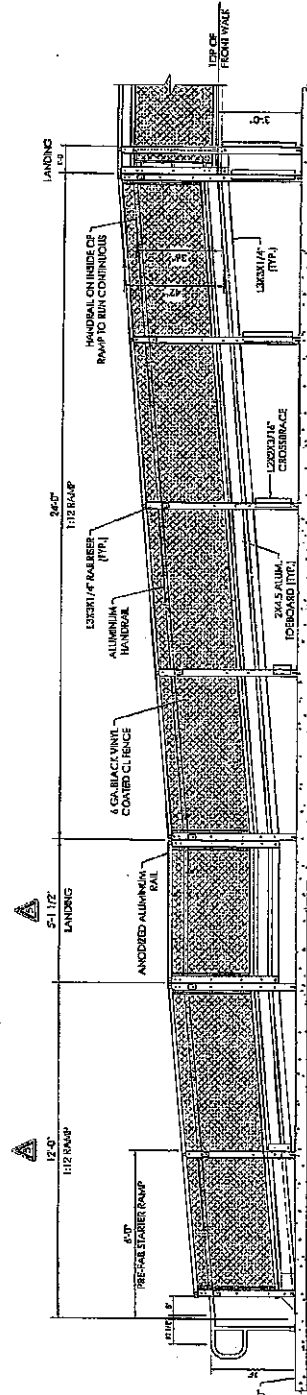
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 **HINSDALE CENTRAL H.S. - EXIT RAMP SECTION**
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 **HINSDALE CENTRAL H.S. - END EXIT STAIR SECTION**
NOT TO SCALE



 **HINDSDALE CENTRAL H.S. - RAMP DETAIL**
NOT TO SCALE

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HINSDALE SOUTH
NEW EXIT
HINSDALE, ILLINOIS

NOT FOR CONSTRUCTION

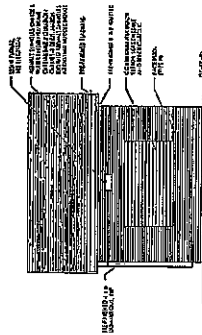
Southern
BLEACHER COMPANY
GRANDSTANDS • BLEACHERS • STADIUMS
Phone: 518-1111
P.O. Box 100

The image shows a document with text and a circular emblem. The text is arranged in a grid-like pattern, with some words appearing to be in a non-Latin script. The circular emblem is located in the lower right corner of the document. The overall appearance is that of a formal identification document.

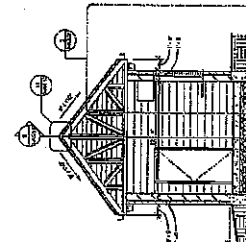
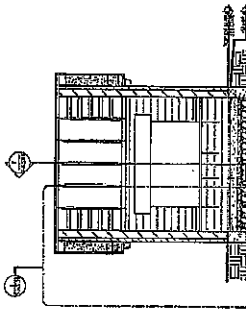
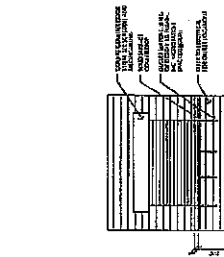
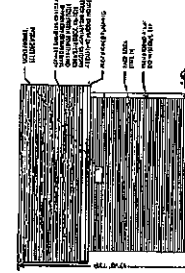
A detailed cross-sectional diagram of a roof assembly. The diagram illustrates the layers from the exterior down to the interior space. Labels with leader lines point to the following components:

- Roofing material:** The outermost layer, shown as a series of overlapping shingles.
- Underlayment:** A layer directly beneath the roofing material.
- Insulation:** A thick, textured layer below the underlayment.
- Structural members:** The wooden rafters and joists that support the roof.
- Interior finish:** The drywall or plaster on the underside of the roof structure.
- Ventilation:** A small opening or gap in the roof structure, labeled as being for "ventilation".
- Waterproofing:** A layer labeled "Waterproofing" located between the insulation and the structural members.
- Flashing:** A material labeled "Flashing" that is used to seal joints and prevent water penetration.
- Roof edge:** The outer edge of the roof, showing the finished surface.
- Roof pitch:** The slope of the roof, indicated by a line and the text "Roof pitch".

TICKET BOOTH - NORTH ELEVATION

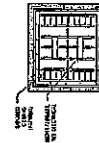
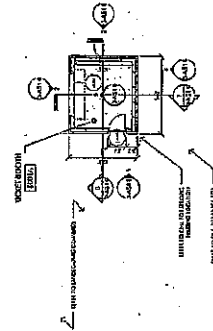
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TICKET ROOT FORTY FIFTH



6. TICKET BOOTH - EAST/WEST

TICKET BOOTH - NORTH/SOUTH

[illegible]

CHAS. E. HILL

ALL WORK ON THIS SHEET IS PART
OF ALTERNATE NO. 9 SCOPE

12 ARCHITECTURAL SITE PLAN - TICKET BOOTH PARTIAL PLAN

Varsity Baseball Field Backstop Replacement Elevations



at
Hershey's Control
High School
35th and Grand Avenues
Kensington, 21544 64521

STUDY FOR ME

for five
BOARD OF EDUCATION
Held on 7th June 1974



Chaffin
Erlangen Engineering
Patenters, Ltd.
125 S. Jefferson Street
Suite 725

1110 Longwood
Arlington, VA 22202
Tel: 703.276.2010

Fig. 5. Mean, \pm SD, of the number of eggs per female for the 1992 and 1993 seasons.

By _____

9701
rejection numbers

English: June

Result Cluster



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 260

ADDITIONS AND REVISIONS

Содержание

Dr.
Hans-Joachim Gysi
Hans-Joachim Gysi
SSS and General Gysi
Hans-Joachim Gysi

for the
BOARD of EDUCATION
Hillsdale Township
High School District 26
2222 South Street, Mount
Hillsdale, NJ 07066



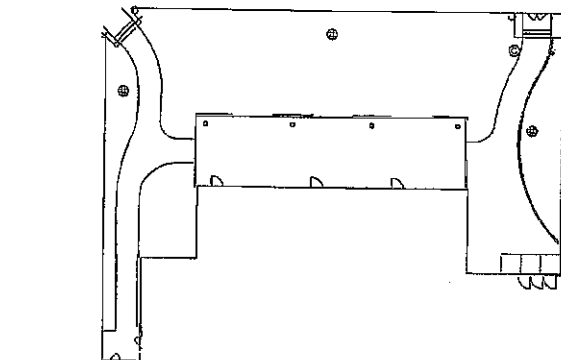
**Electron Engineering
Associates, Ltd.**
339 S. Holliston Street
Roslindale, MA 02126

**Intergrade
D/13 Engineering
Group LLC**
216 Fourwhe Road
Channahon, IL 61112
815.467.2123

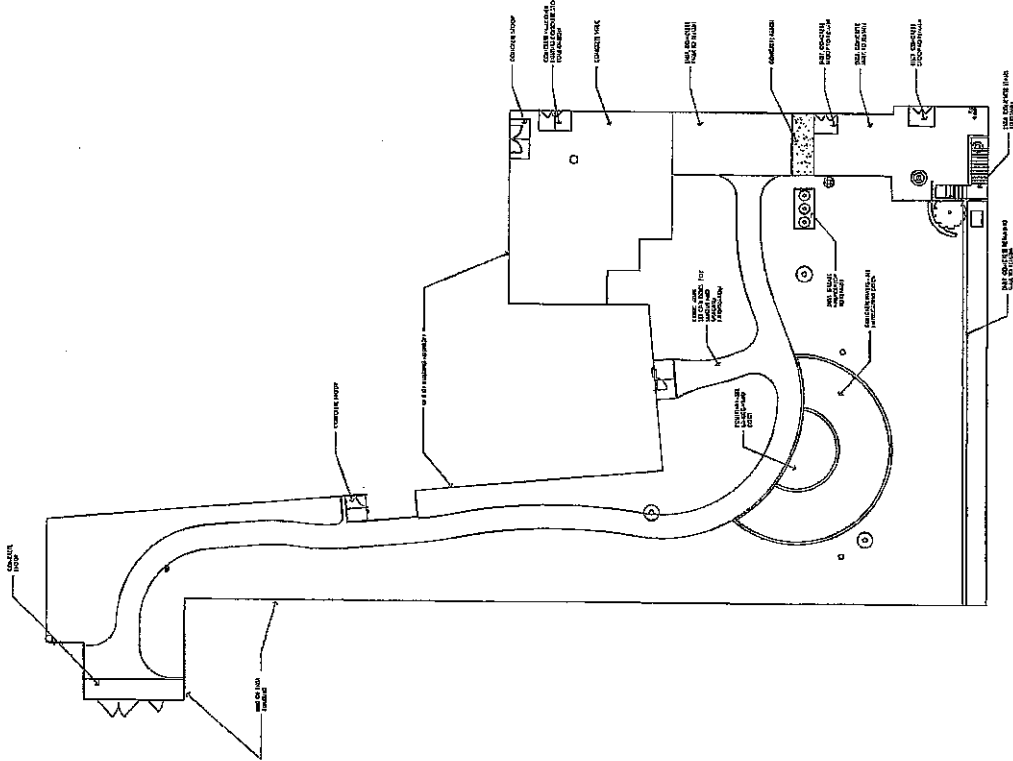
**Quintessence
Production
International Inc.**
710 S. Virginia Street
Orland Lake, IL 60451
615.361.4141

By _____
Date _____

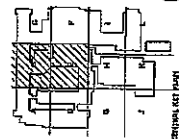
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Due Date: October 12, 2020
Version: 1.0
Author: [Redacted]
Notable: [Redacted]
The following are the [Redacted]
[Redacted]

3-AST.1
LOCAL CENTRAL

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ARBITRARY SITE PLAN - SECTOR B & E
3.572 - 3.573



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1
ARCHITECTURAL SITE PLAN - SECTOR B & E
DATE: 1/20



World 15X 16M 17M 18M



ADDITIONS AND
RENOVATIONS
SHEET 001

111 S. Tupper Street
Stoughton, MA 01905
Tel: 508-338-1000
Fax: 508-338-1001
www.arcon.com

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Stoughton, MA 01905
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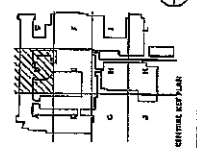
111 S. Tupper Street
Stoughton, MA 01905
Tel: 508-338-1000
Fax: 508-338-1001
www.arcon.com

SCOPE OF WORK NOTES-GENERAL

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS BUILDING CODES AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND REGULATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS ELECTRICAL CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND REGULATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS MECHANICAL CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE AND REGULATIONS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS PLUMBING CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE AND REGULATIONS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS FIRE CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL FIRE CODE AND REGULATIONS.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS SAFETY CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL SAFETY CODE AND REGULATIONS.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS ENVIRONMENTAL CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL ENVIRONMENTAL CODE AND REGULATIONS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS HISTORIC PRESERVATION CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL HISTORIC PRESERVATION CODE AND REGULATIONS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS LANDSCAPE ARCHITECTURE CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE CODE AND REGULATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS TRANSPORTATION CODE AND REGULATIONS, AS WELL AS THE LATEST EDITIONS OF THE NATIONAL TRANSPORTATION CODE AND REGULATIONS.

19101-ROOM INDEX-FIRST FLOOR-SECTOR B

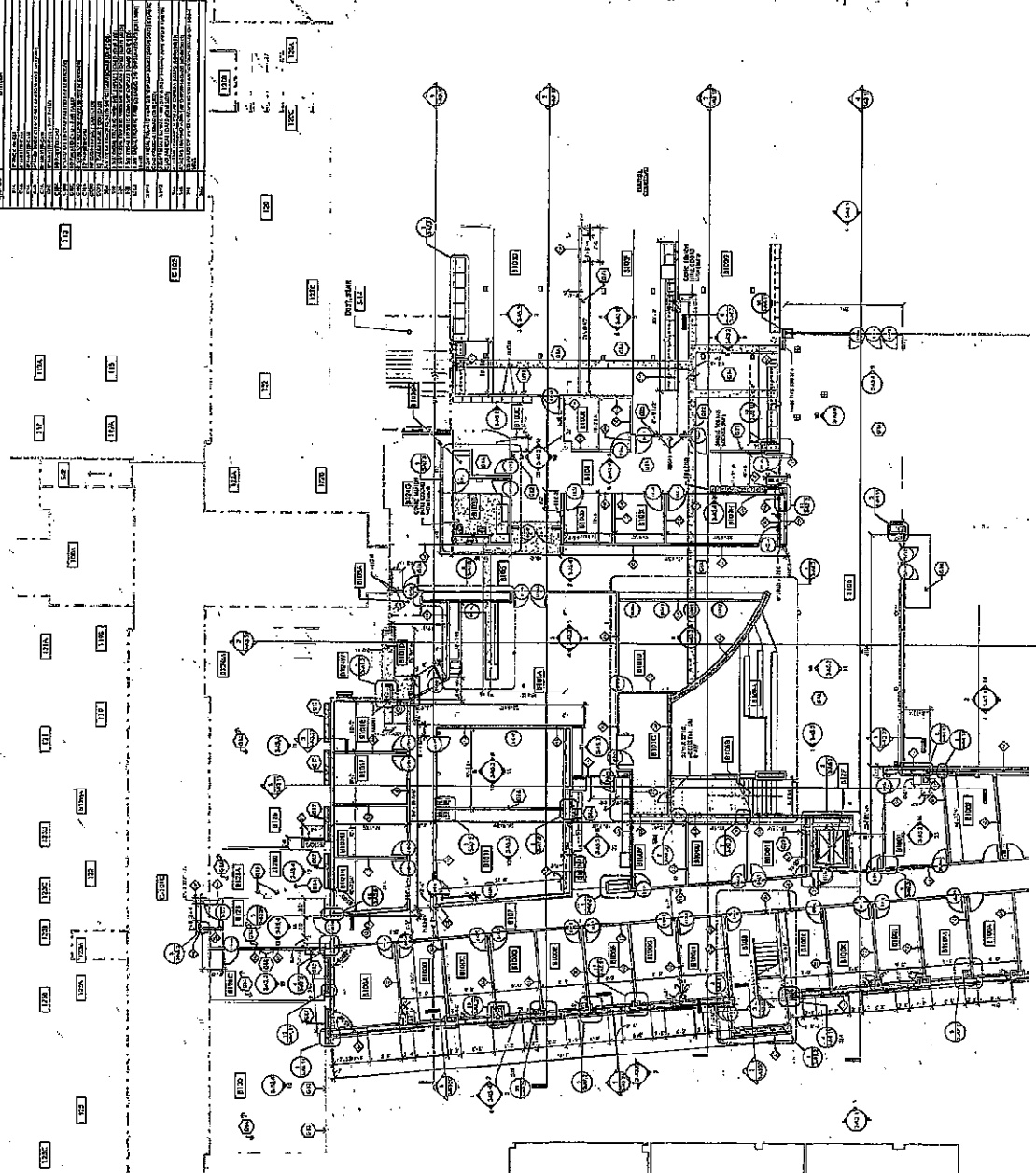
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103	OFFICE	203	OFFICE
104	OFFICE	204	OFFICE
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19101-PARTITION SCHEDULE

Partition No.	Partition Name	Partition No.	Partition Name
101	RECEPTION	201	OFFICE
102	OFFICE	202	OFFICE
103	OFFICE	203	OFFICE
104	OFFICE	204	OFFICE
105	OFFICE	205	OFFICE
106	OFFICE	206	OFFICE
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199	OFFICE	299	OFFICE
200	OFFICE	300	OFFICE

STUDENT SERVICES / SPECIAL EDUCATION COURTYARD ADDITION FIRST FLOOR PLAN



1 PARTIAL FIRST FLOOR PLAN - SECTOR B



ADDITIONS AND RENOVATIONS

King John's College
High School
15th and Grand Streets
Quebec, Canada K1P 6G2

BOARD OF INSTRUCTION
Kendrick Township
High School District 86
840 South West Street
Acadalia, Illinois
62717



VISIONS	By
1. The first vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
2. The second vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
3. The third vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
4. The fourth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
5. The fifth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
6. The sixth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
7. The seventh vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
8. The eighth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
9. The ninth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist
10. The tenth vision was of a man in a white robe, standing on a white cloud, and holding a white banner with the words "I AM THE LIGHT OF THE WORLD" written on it.	St. John the Evangelist

of 2011 November 16
1161
up Notes
September 22, 2020

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 - **Wipe down the table**
 - **Wipe down the table**

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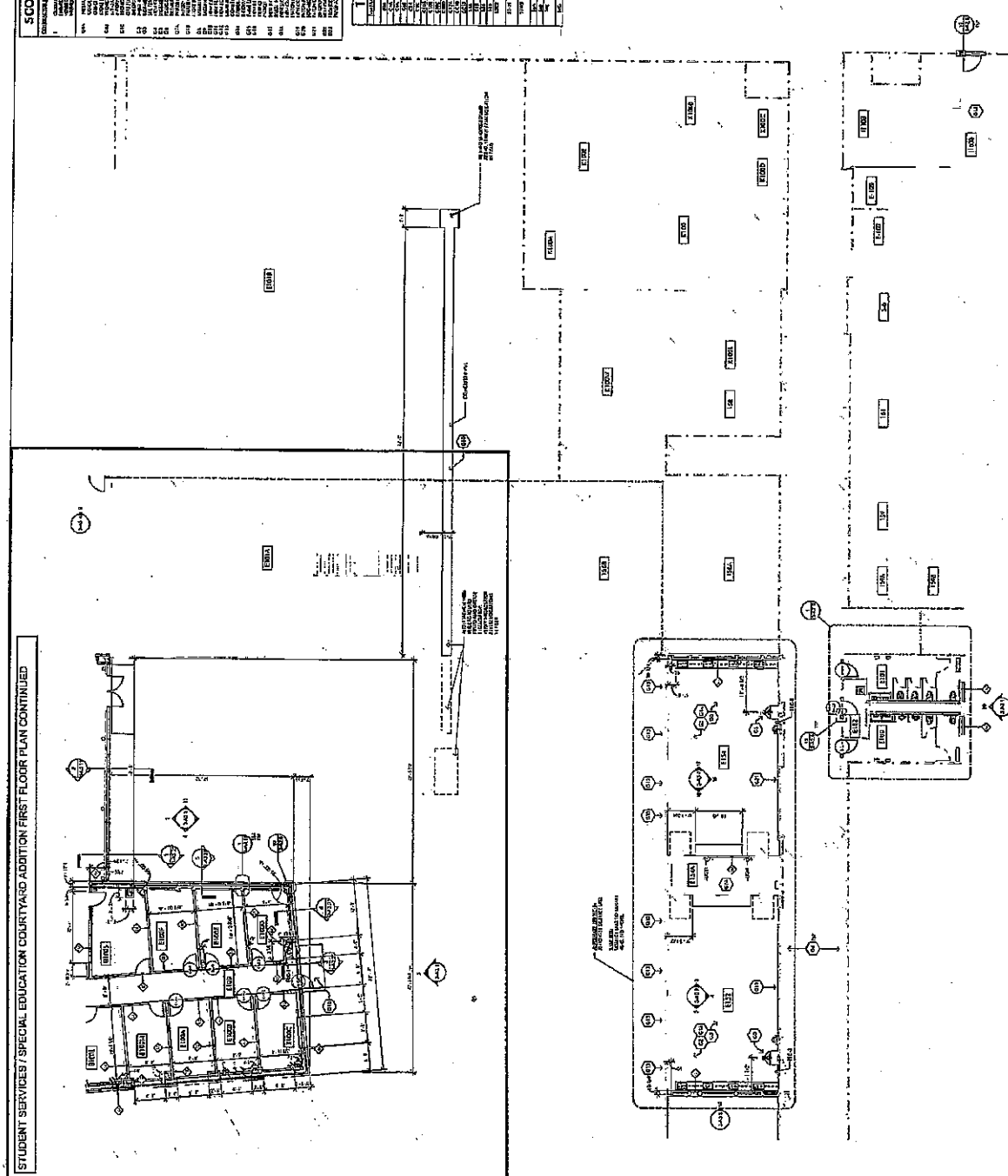
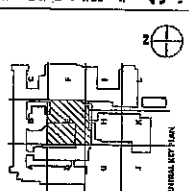
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SCOPE OF WORK NOTES-GENERAL

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19101-ROOM
INDEX-FIRST
FLOOR-SECTOR E

[illegible]

N  1 PARTIAL FIRST FLOOR PLAN - SECTOR E
UT - 15

PARTITION NOTES:

1. APPROXIMATE NUMBER OF PARTITIONS: 100

2. APPROXIMATE NUMBER OF PARTITIONS: 100

3. APPROXIMATE NUMBER OF PARTITIONS: 100

4. APPROXIMATE NUMBER OF PARTITIONS: 100

5. APPROXIMATE NUMBER OF PARTITIONS: 100

6. APPROXIMATE NUMBER OF PARTITIONS: 100

7. APPROXIMATE NUMBER OF PARTITIONS: 100

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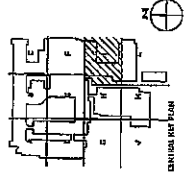
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15. APPROXIMATE NUMBER OF PARTITIONS: 100



ADDITIONS AND
RENOVATIONS
JULY 1982 2

Marist College
High School
St. Louis, MO 63103

TESTED FOR COUNTERFEITS

BOARD OF LEUVENSTON
 Fredeike Township
 High School District No.
 523 South Grand Street
 Leavitt, Illinois
 6523



Ill.
son Engineering
sion, Ltd.
3. Jefferson Street
ile 125
icago, IL 60641
212.662.0551
edward.h

Group, LLC
110 Tupper Road
Bloomington, IL 61713
847.572.7810

815.782.3951
815.782.3951
815.782.3951

17

Issue Number: 101
Issue Date: October 12, 2010
rev 0/1

Year	Title	Author	Year	Title	Author
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1981	1981
1982	1982
1983	1983
1984	1984
1985	1985
1986	1986
1987	1987
1988	1988
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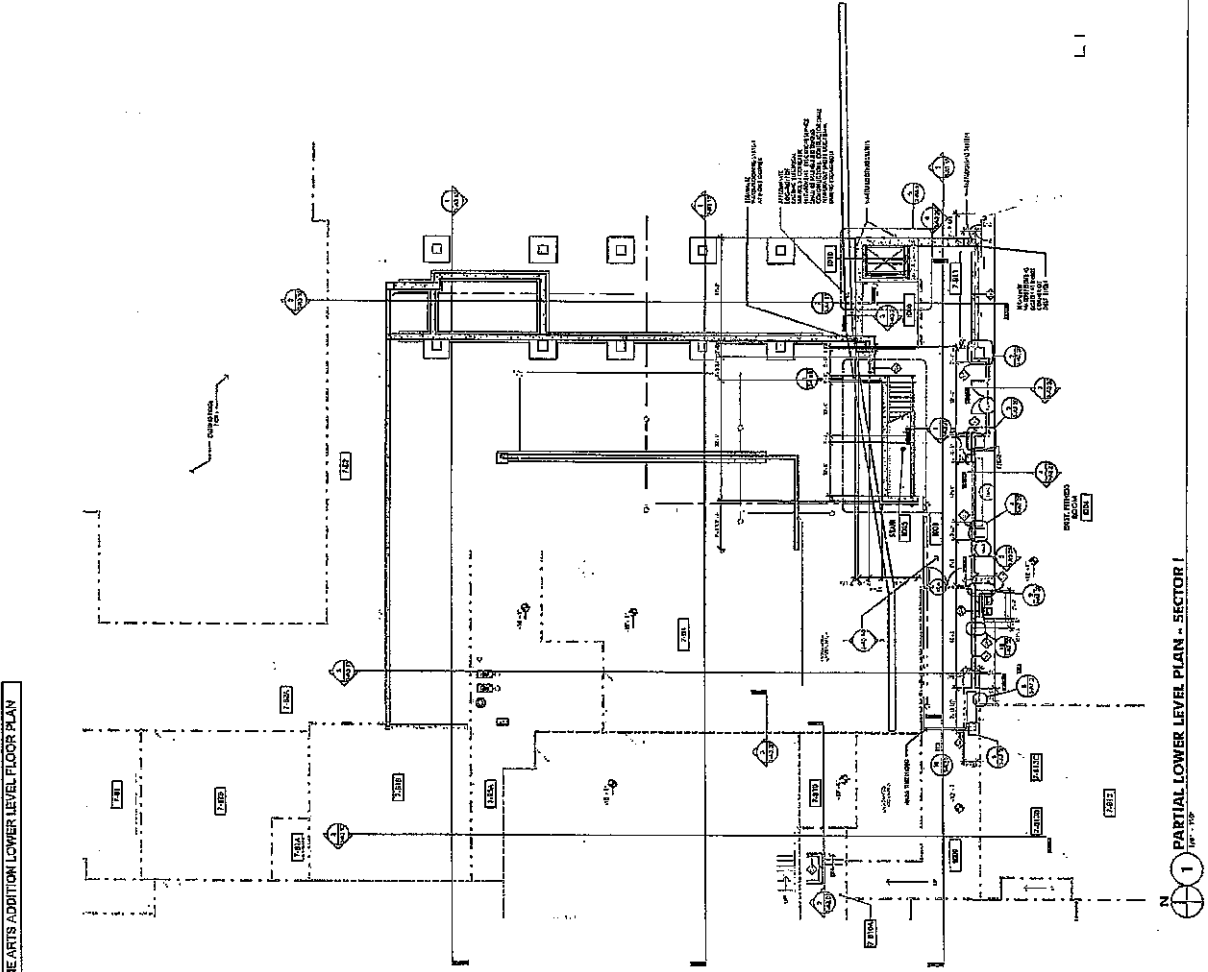
SCOPE OF WORK NOTES-GENERAL

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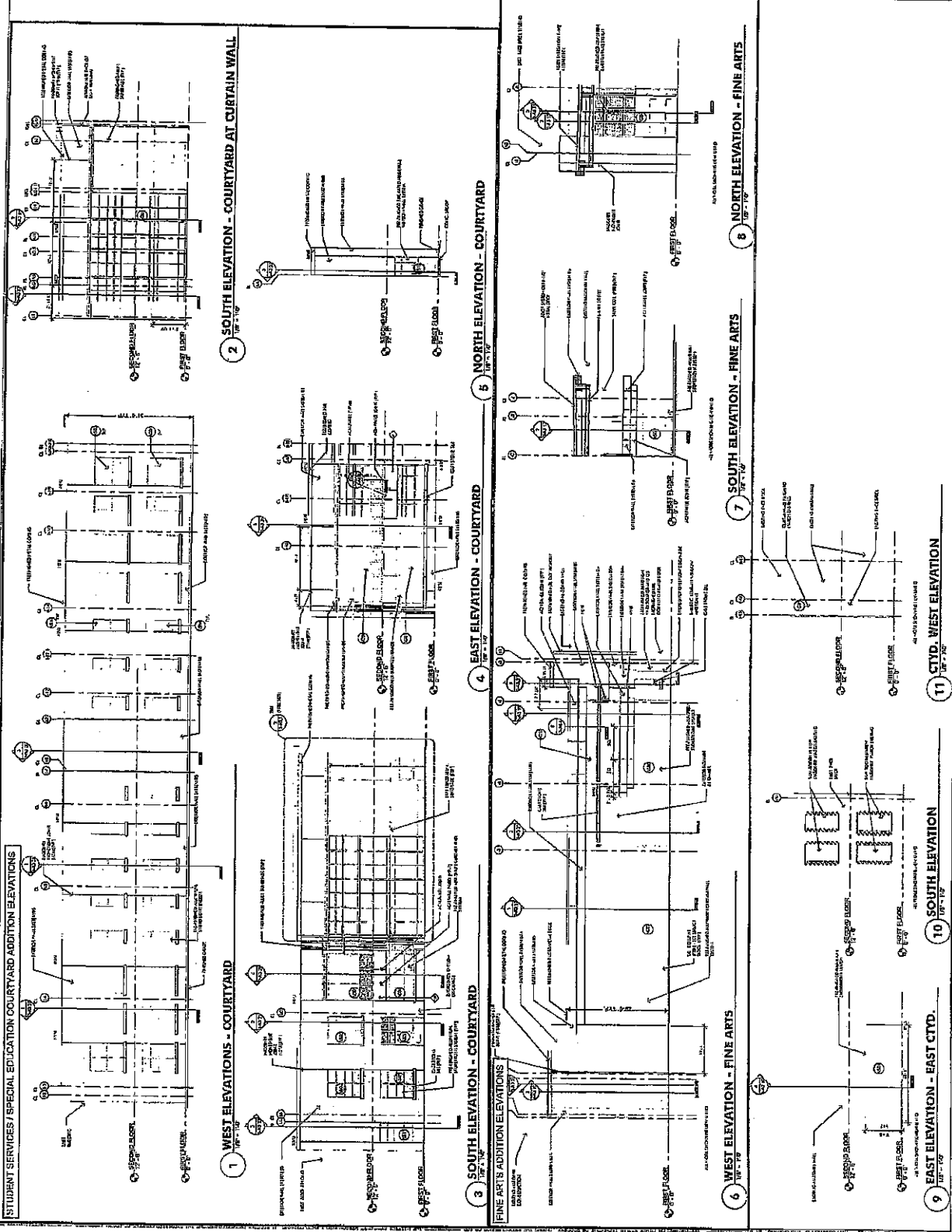
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19701-PARTITION SCHEDULE

[illegible]19101-ROOM
INDEX-LOWER
LEVEL-SECTOR I[illegible]

PARTIAL LOWER LEVEL PLAN - SECTOR I

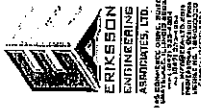




ADDITIONAL
REQUIREMENTS

REFERENCE 2

1. All work shall be in accordance with the specifications of the University of Maryland System, Maryland, 20742-0101.



For the
ARCHITECT
The University of Maryland System
1000 North College Street
College Park, Maryland 20742-0101



For the
Contracting Firm
The University of Maryland System
1000 North College Street
College Park, Maryland 20742-0101

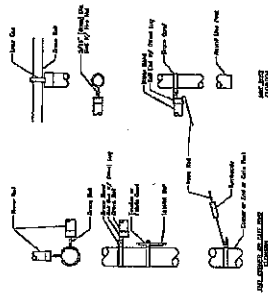
REVISION	DATE	BY	REASON
1	10/1/88	JS	Initial Design
2	10/1/88	JS	Final Design

Drawn By	JS
Checked By	JS
Reviewed By	JS
Approved By	JS
Date	10/1/88
Project No.	1000-0101
Sheet No.	1000-0101-01
Scale	AS SHOWN

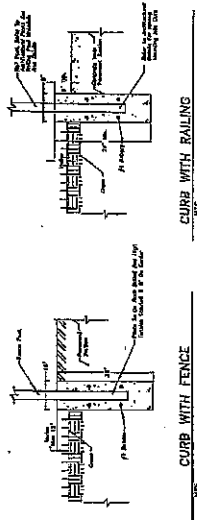
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3-C6.3

UNIVERSITY OF MARYLAND



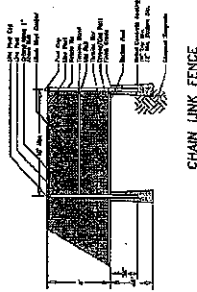
FENCING DETAILS



CURB WITH RAILING

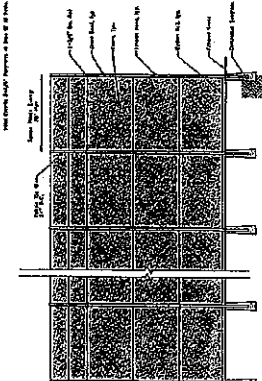
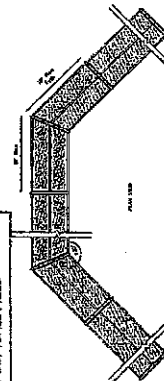
CURB WITH FENCE

CHAIN LINK FENCE DETAIL AT JV BASEBALL OUTFIELD
AND VARSITY BASEBALL BACKSTOP. SIMILAR AT
JV SOFTBALL FIELD AND VARSITY BASEBALL BACKSTOP
(GALVANIZED FENCE TO MATCH ADJACENT)



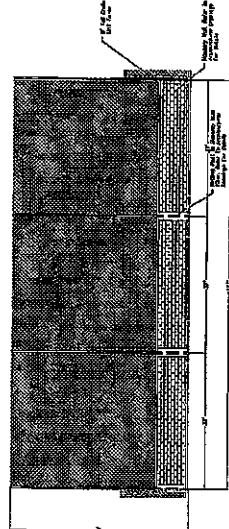
CHAIN LINK FENCE

CHAIN LINK BACKSTOP AND BASELINE FENCING
REPLACEMENT AT JV SOFTBALL FIELD

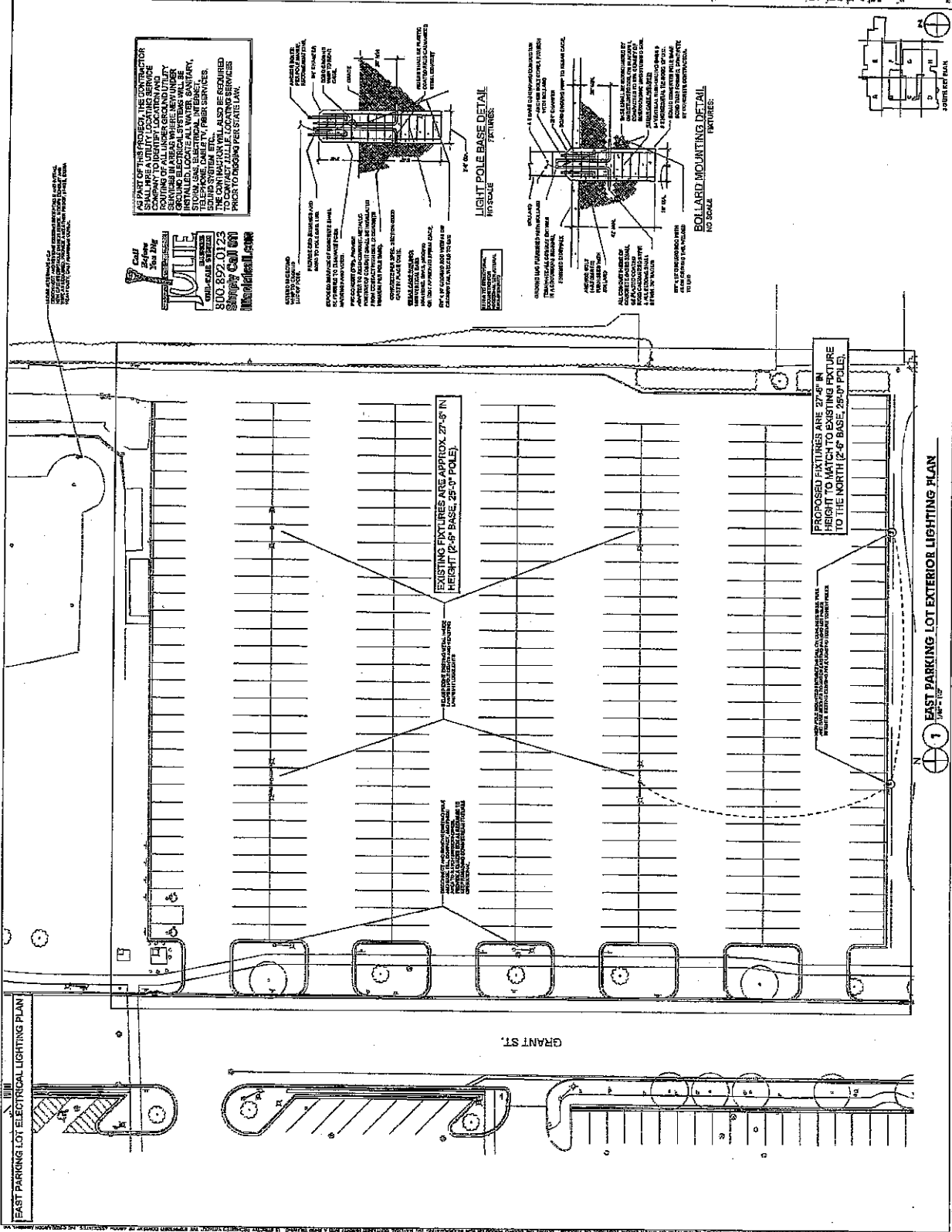


HOODED BACKSTOP

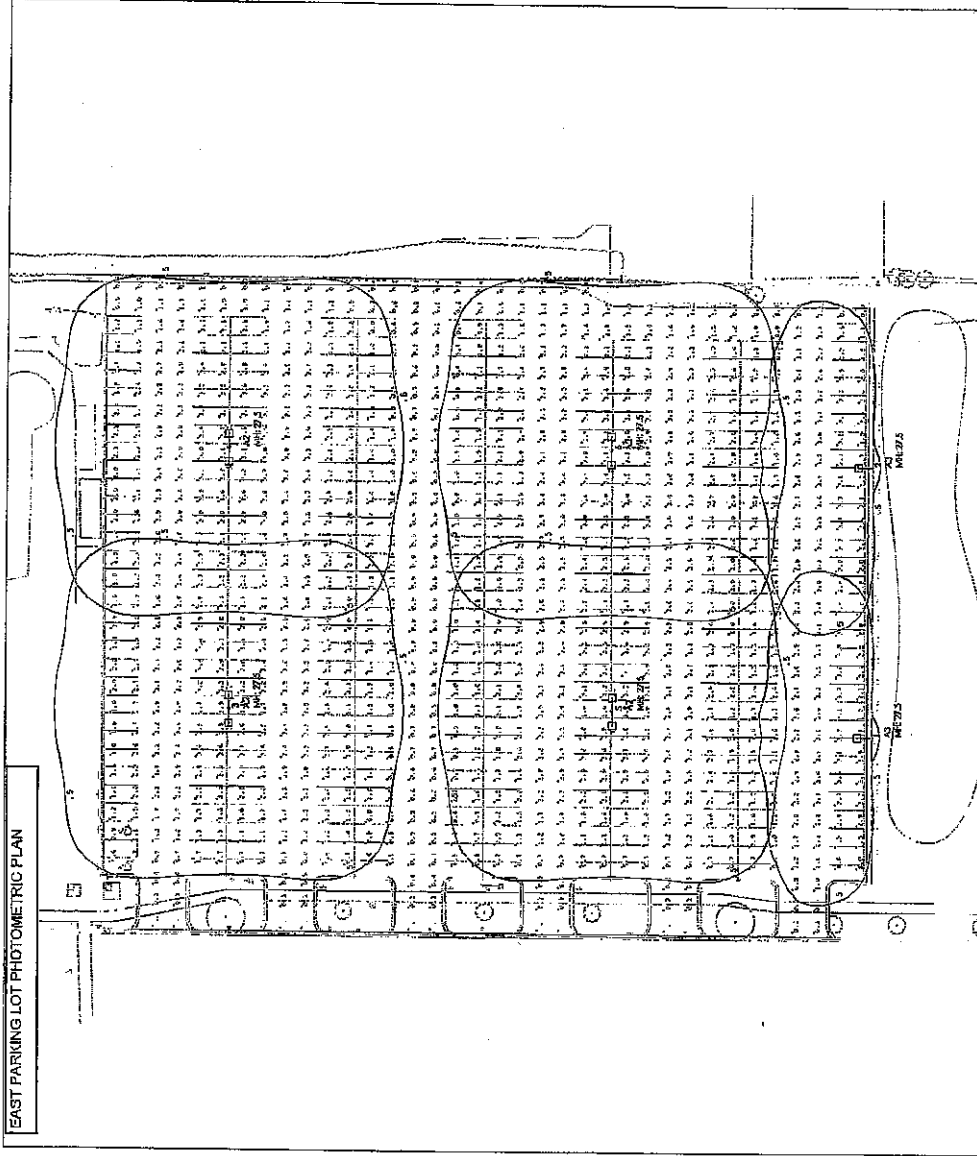
Varsity Baseball Field Backstop
Replacement



Varsity Baseball Netting



EAST PARKING LOT PHOTOMETRIC PLAN



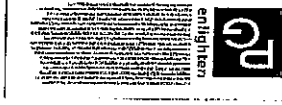
Luminaires Schedule		Arrangement		Lum. WxHs		Lum. Lumens		Air. Lum. Lumens		LF		Mounting		Description	
Symbol	Qty	Label		WxH	Area	WxH	Area	WxH	Area	WxH	Area	WxH	Area	WxH	Area
—E1	4	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W	0.900
—E2	1	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W	0.900

Calculation Summary		Code Type		Units		Avg. Lux		Avg. (Min) / Max (Min)		Description	
Label	Qty	Code Type	Units	WxH	Area	WxH	Area	WxH	Area	WxH	Area
FENCE LINE EAST	1	ILLUMINANCE	FC	0.15	0.5	0.0	N/A	N/A	N/A	BEADINGS @ GRADE	
FENCE LINE SOUTH	1	ILLUMINANCE	FC	0.09	3.1	0.0	N/A	N/A	N/A	BEADINGS @ GRADE	
PARKING LOT PERIM	1	ILLUMINANCE	FC	2.06	3.9	0.2	10.30	10.30	10.30	BEADINGS @ GRADE	

Luminaires Schedule Summary		Label		Qty		WxH		Area		Description	
Symbol	Qty	Label		WxH	Area	WxH	Area	WxH	Area	WxH	Area
—E1	4	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W
—E2	1	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W

Package of Design Code		Basic		Basic Illuminance Density		Basic Illuminance Density		Basic Illuminance Density		Basic Illuminance Density	
Symbol	Qty	Label		WxH	Area	WxH	Area	WxH	Area	WxH	Area
—E1	4	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W
—E2	1	A3	PAR2-400-210-47-2 @ 180 DEGREES	18.3	376.6	2850	7720	100%	0.900	HUBBELL OUTDOOR	PAR2-400-210-47-2-W

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



Project Name: HINSDALE CENTRAL PARKING LOT

Location: HINSDALE, IL

Scale: 1" = 25'

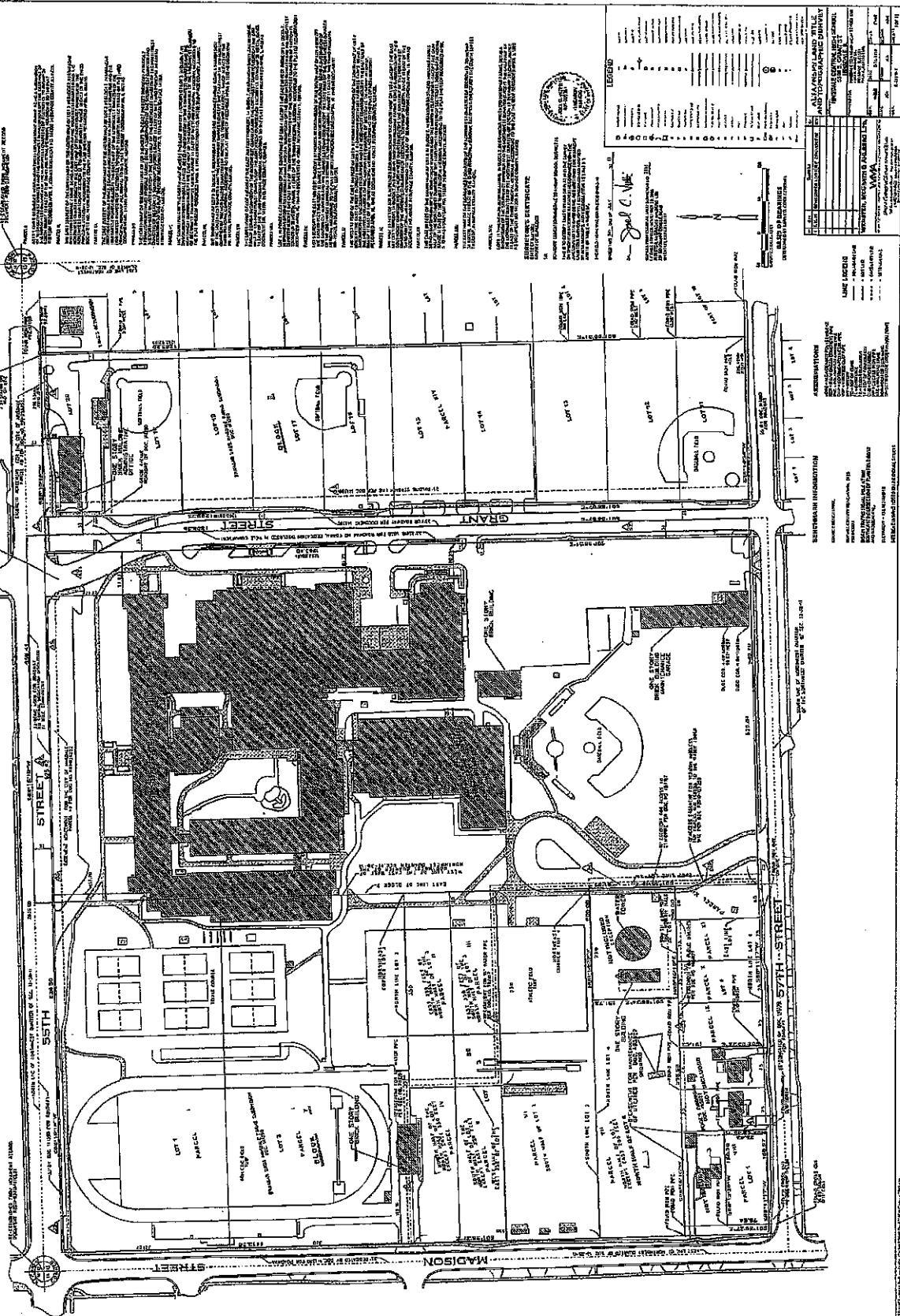
Drawn By: Jodie Collins

Date: 6/16/2020

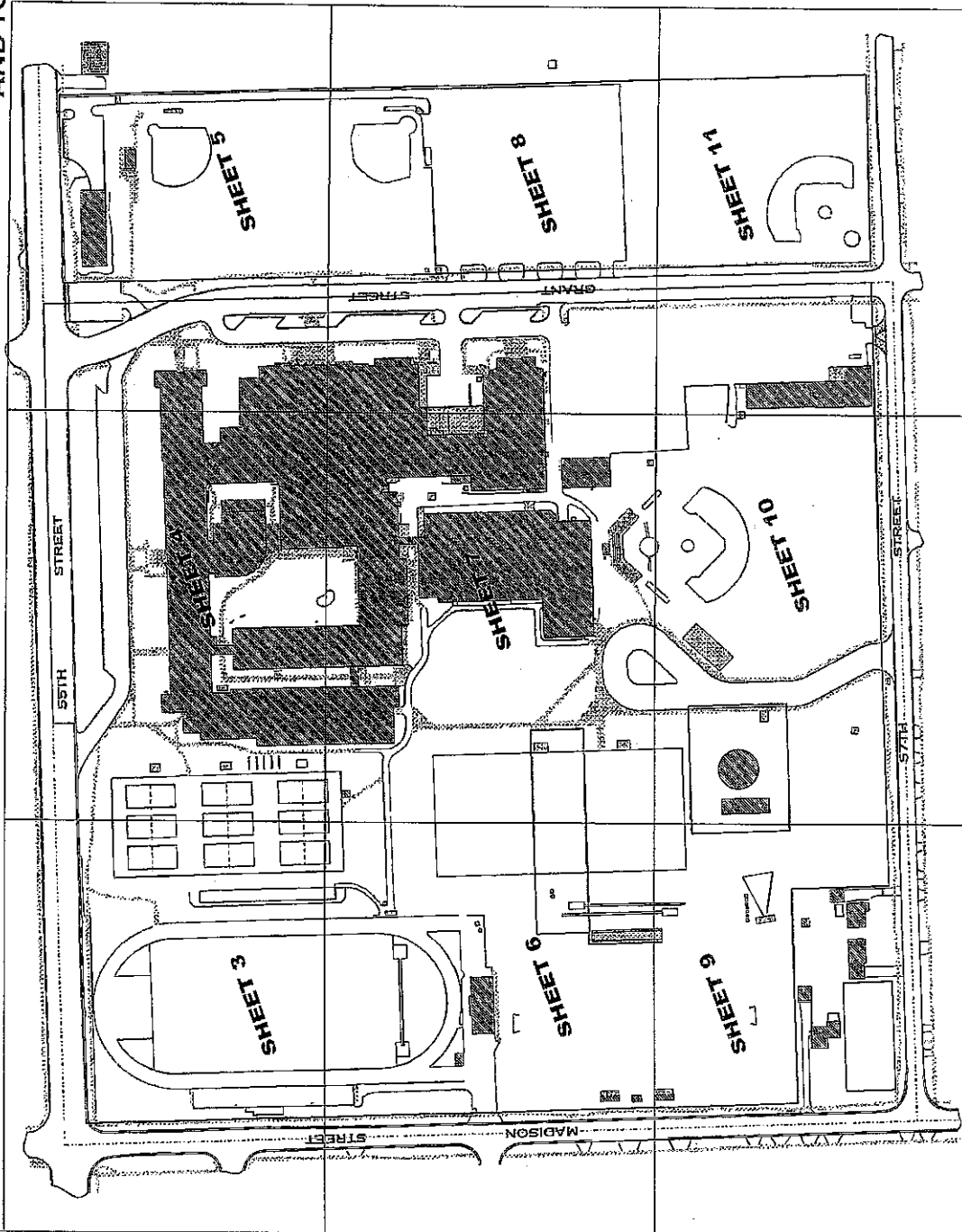
Client: HINSDALE, IL

Project: HINSDALE CENTRAL PARKING LOT

SHEET 1 OF 12



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



ADDITIONAL
NOTES
TO
THE
SURVEY
AND
TO
THE
TITLE
PLAT

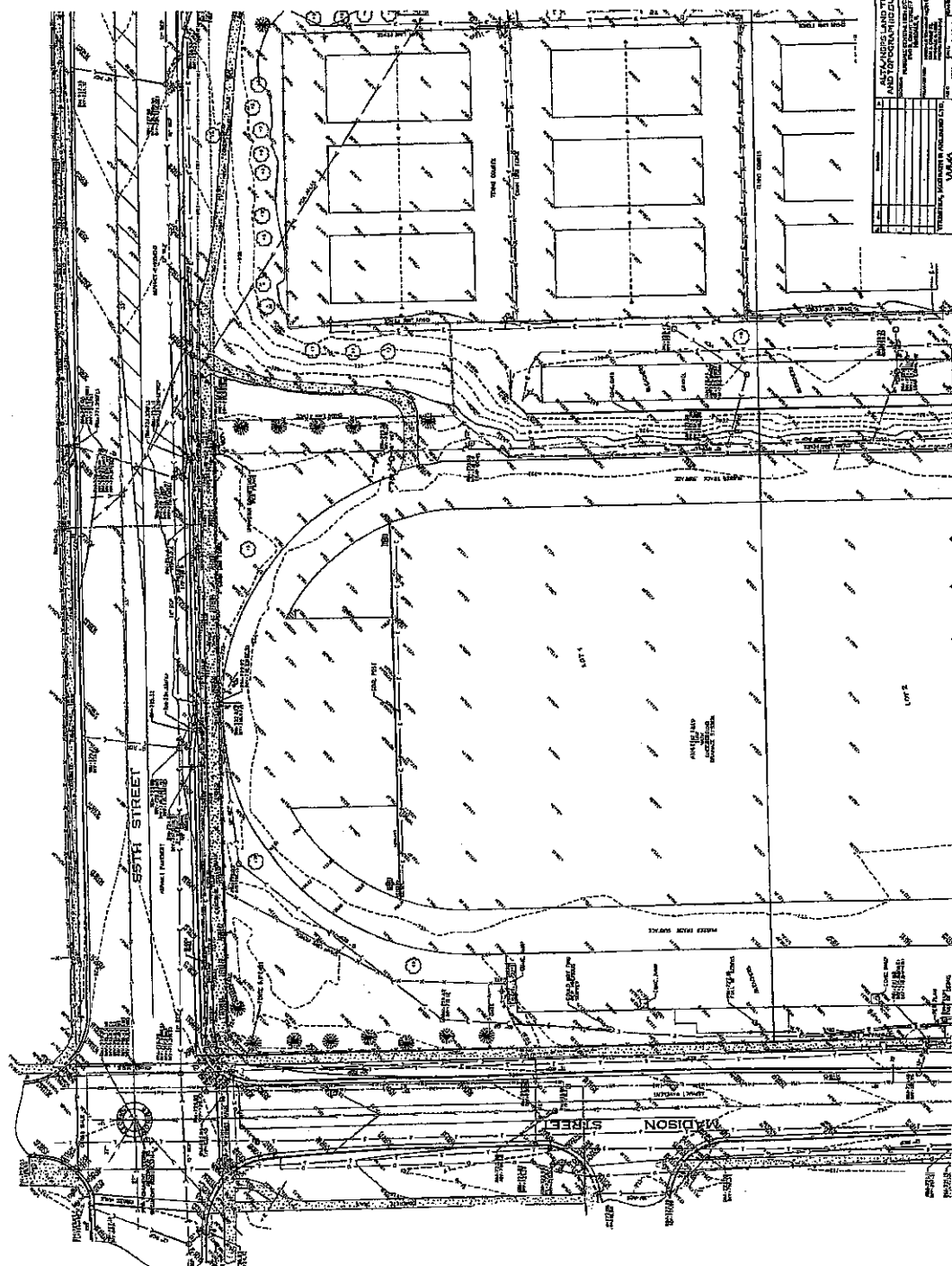
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ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

SHEET 3 OF 12

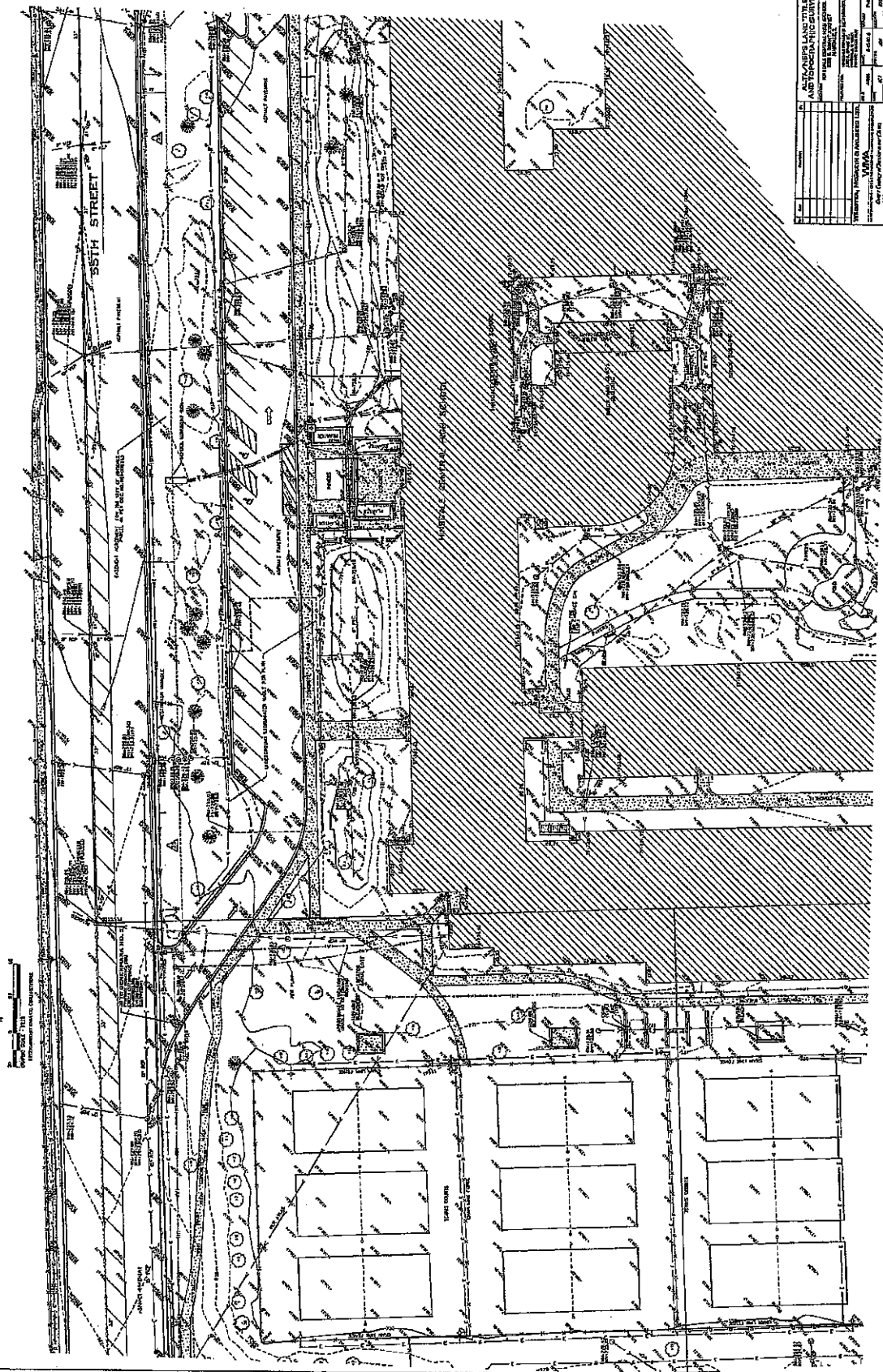


DATE	10/10/88	TO	MR. J. H. HARRIS
FROM	MR. J. H. HARRIS	TO	MR. J. H. HARRIS
SUBJECT	MR. J. H. HARRIS	TO	MR. J. H. HARRIS
REMARKS	MR. J. H. HARRIS		
DATE	10/10/88	TO	MR. J. H. HARRIS
FROM	MR. J. H. HARRIS	TO	MR. J. H. HARRIS
SUBJECT	MR. J. H. HARRIS	TO	MR. J. H. HARRIS
REMARKS	MR. J. H. HARRIS		

DATE: 10/10/88
 FROM: MR. J. H. HARRIS
 TO: MR. J. H. HARRIS
 SUBJECT: MR. J. H. HARRIS
 REMARKS: MR. J. H. HARRIS

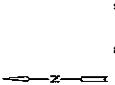
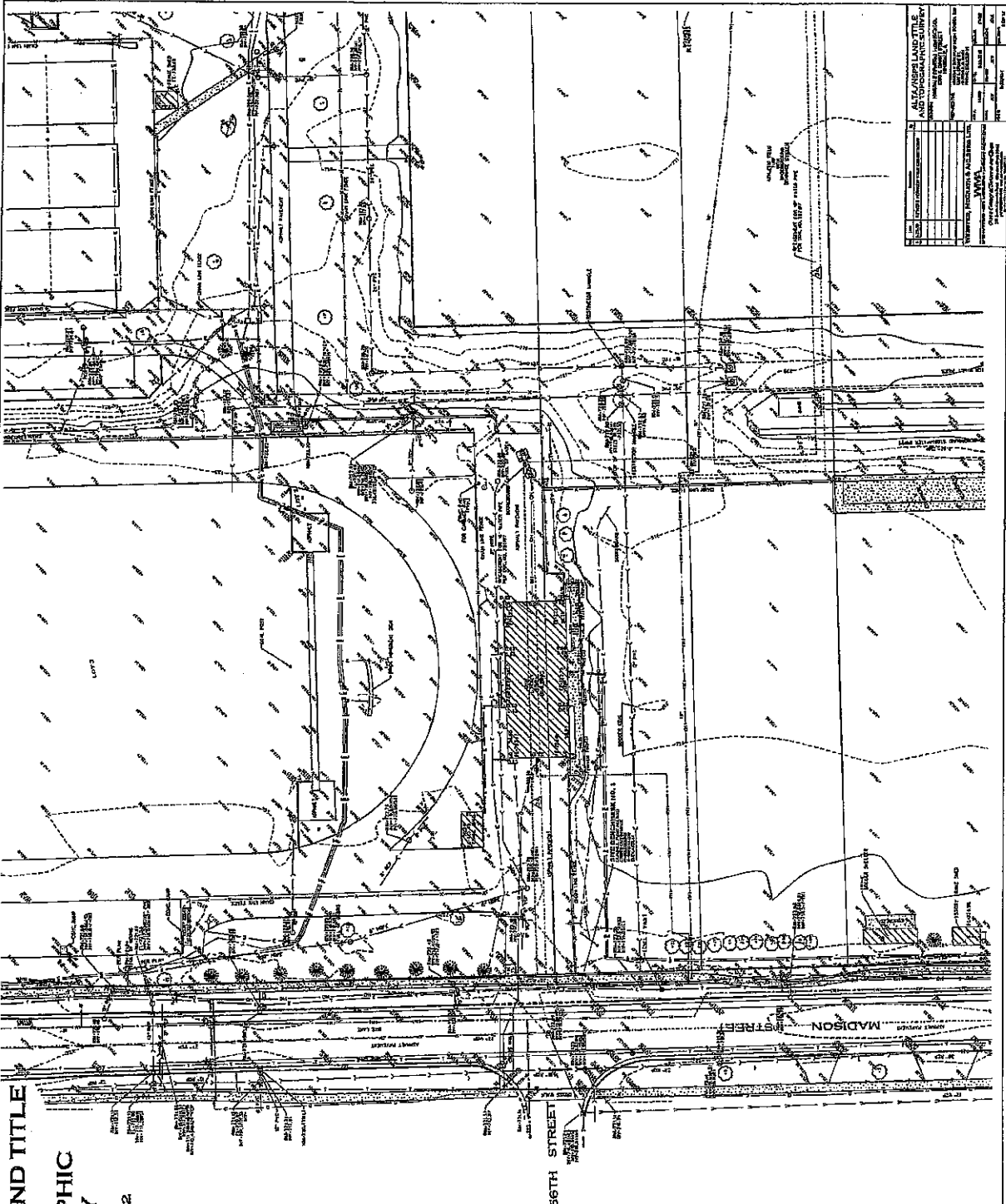
DATE: 10/10/88
 FROM: MR. J. H. HARRIS
 TO: MR. J. H. HARRIS
 SUBJECT: MR. J. H. HARRIS
 REMARKS: MR. J. H. HARRIS

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		DATE OF SURVEY		DATE OF PUBLICATION	
1	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY	2	DATE OF SURVEY	3	DATE OF PUBLICATION
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100	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY	101	DATE OF SURVEY	102	DATE OF PUBLICATION

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY SHEET 6 OF 12



- LINE LEGEND**
- BOUNDARY LINE
 - EASEMENT LINE
 - DITCH LINE
 - DRAINAGE LINE
 - STRUCTURE LINE

ABBREVIATIONS

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-11-2010 BY 60322
EXCEPT WHERE SHOWN
OTHERWISE, THIS DOCUMENT
IS IN THE PUBLIC DOMAIN
AND IS NOT TO BE REPRODUCED
OR TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION
IN WRITING FROM THE
NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION

LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY**

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ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

SHEET 7 OF 12

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

TOPOGRAPHIC SURVEY

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

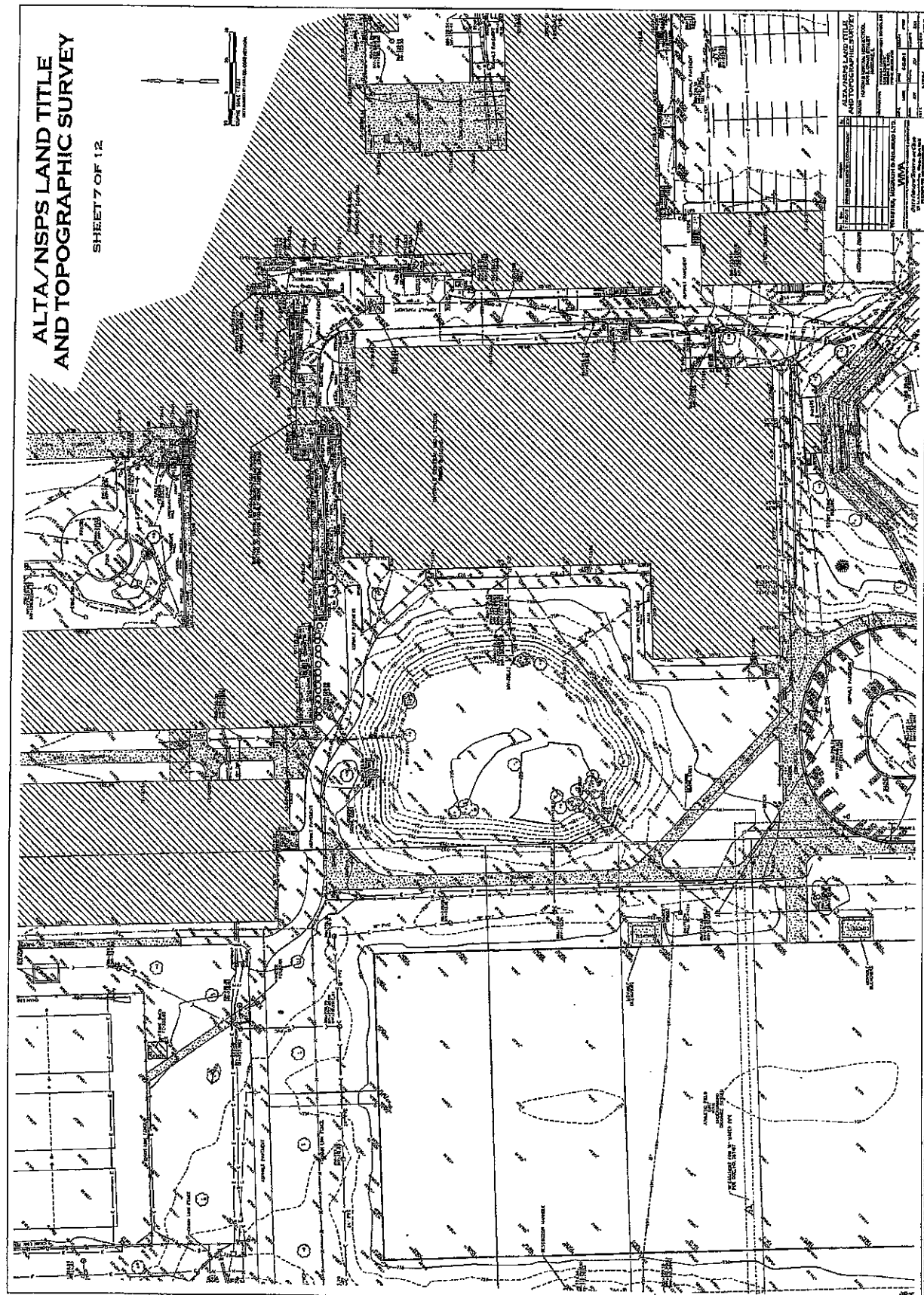
SHEET 7 OF 12

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

TOPOGRAPHIC SURVEY

Legend:

- ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
- TOPOGRAPHIC SURVEY



ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

SHEET 7 OF 12

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

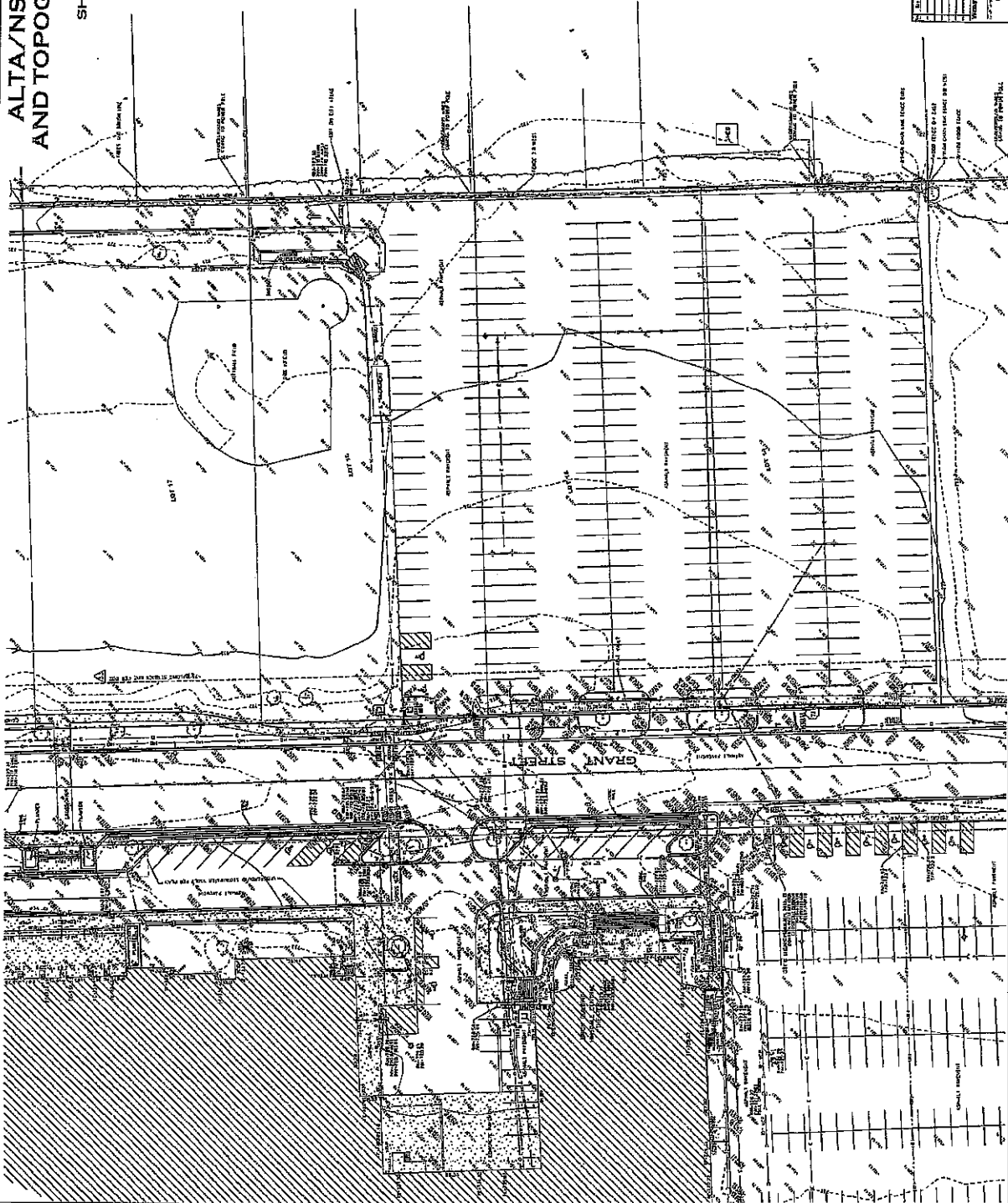
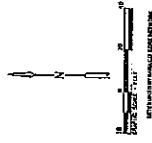
TOPOGRAPHIC SURVEY

Legend:

- ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
- TOPOGRAPHIC SURVEY

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 8 OF 12



LEGEND

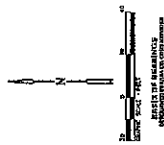
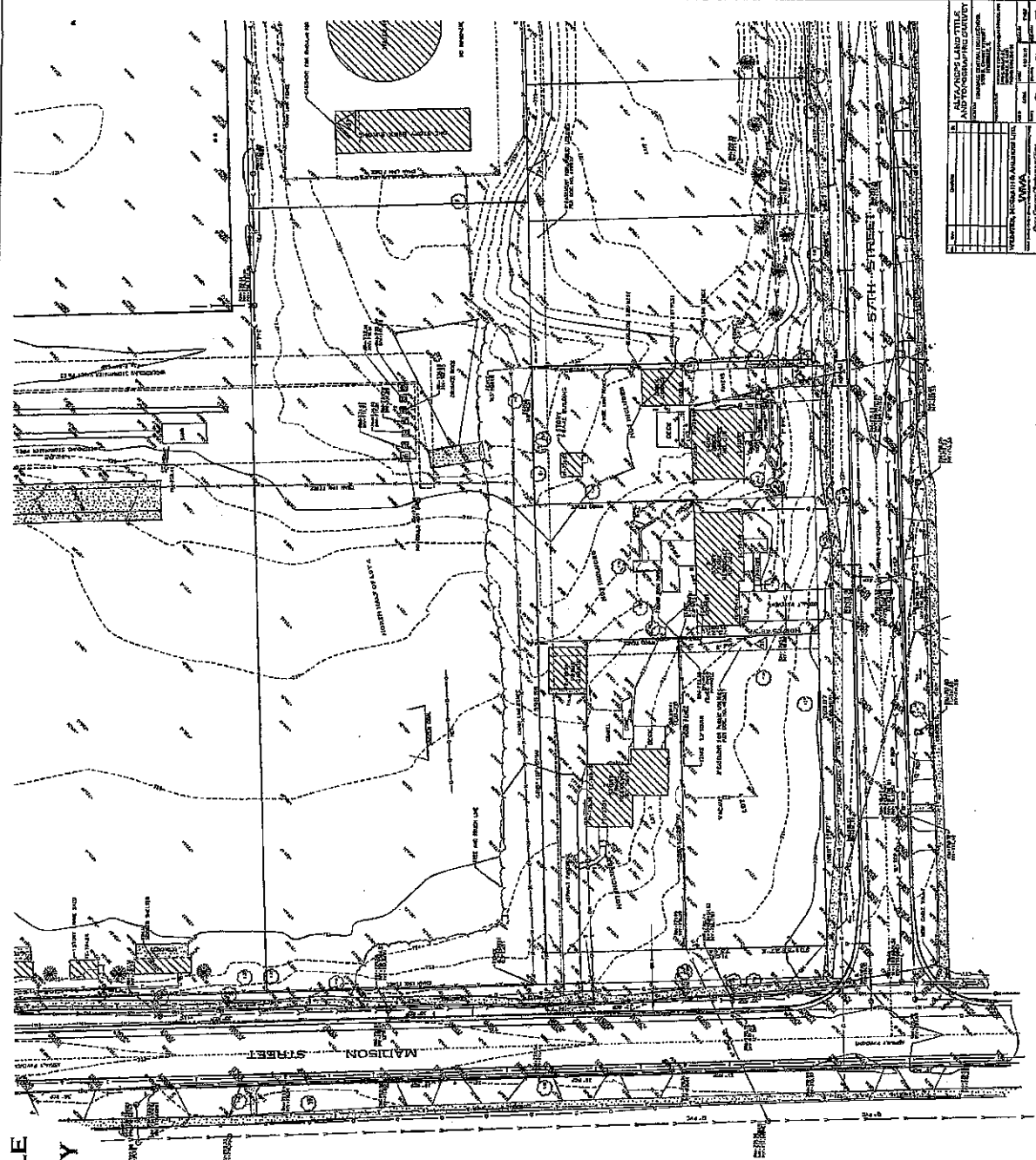
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ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

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 Date: [Date]
 Scale: [Scale]
 Sheet: 8 of 12

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SHEET 9 OF 12



- EXISTING LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - CORNER STATION
 - SETBACK LINE

ABBREVIATIONS

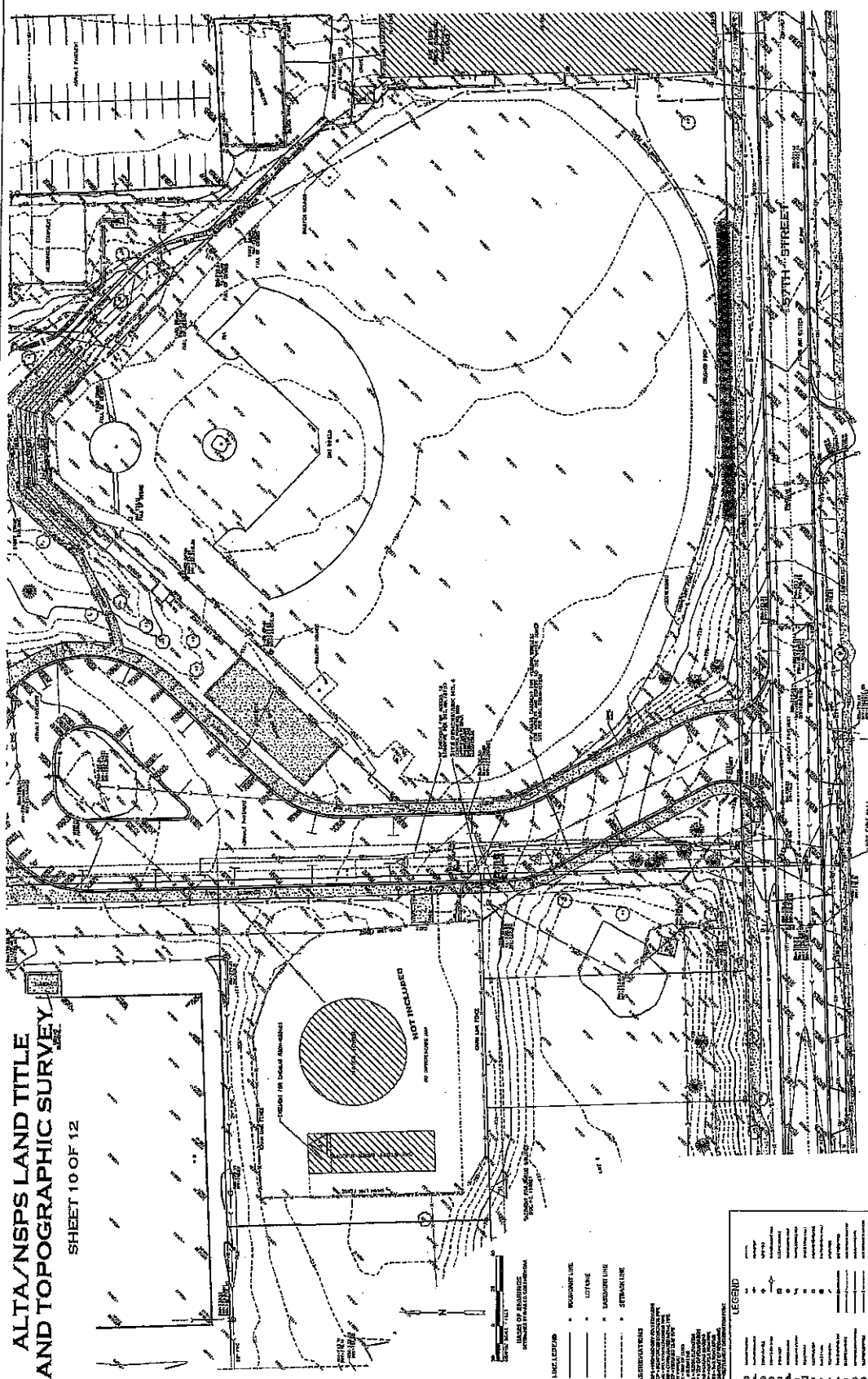
ALTA/NSPS LAND TITLE
AND
TOPOGRAPHIC SURVEY

SYMBOL	DESCRIPTION
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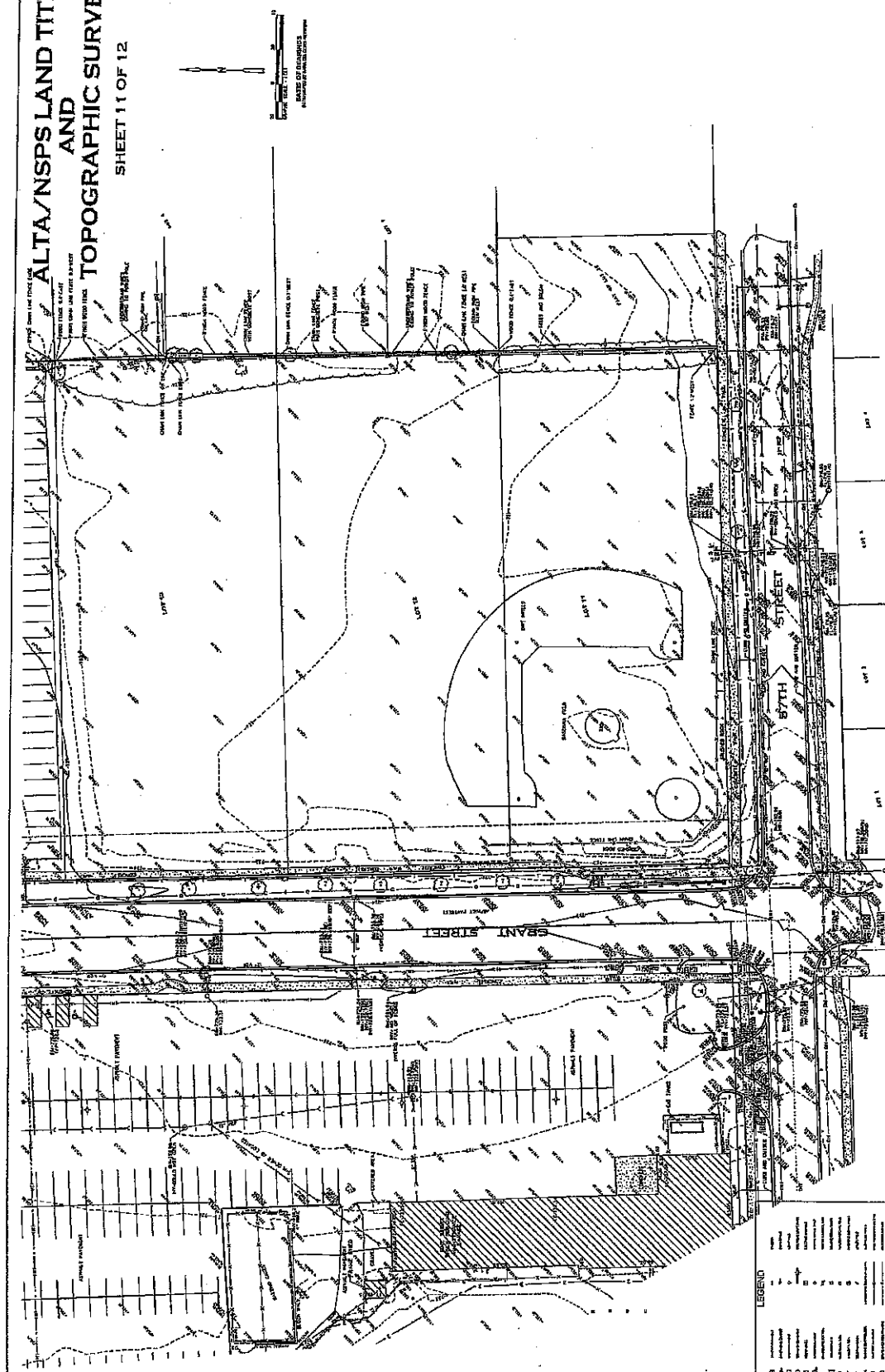
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ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY

SHEET 10 OF 12

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ALTA/NSPS LAND TITLE
AND
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SHEET 11 OF 12

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FLUID TOWER CLASSIFICATION

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1. NAME OF THE COMPANY _____
 2. ADDRESS OF THE COMPANY _____
 3. CITY _____
 4. STATE _____
 5. ZIP CODE _____
 6. PHONE NUMBER _____
 7. FAX NUMBER _____
 8. E-MAIL ADDRESS _____
 9. WEBSITE _____
 10. CONTACT PERSON _____
 11. TITLE _____
 12. PHONE NUMBER _____
 13. FAX NUMBER _____
 14. E-MAIL ADDRESS _____
 15. WEBSITE _____

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TABLE OF COMPLIANCE

Address of subject property: 5500 South Grant Street

The following table is based on the IB Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	350,000 SF	1,501,285 SF	NO CHANGE
Lot Depth	250'	1263'	NO CHANGE
Lot Width	200'	1252'	NO CHANGE
Building Height	50'	VARIES BUT 47'-6" MAX.	SEE ATTACHED
Number of Stories	NOT LISTED	2 STORIES	SEE ATTACHED
Front Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Corner Side Yard Setback	35'	VARIES BUT > 35'	NO CHANGE
Interior Side Yard Setback	25'	VARIES BUT > 25'	NO CHANGE
Rear Yard Setback	25'	NOT APPLICABLE	NOT APPLICABLE
Maximum Floor Area Ratio (F.A.R.)*	.50 / 750,643 SF	.34 / 511,098 SF	.36 / 542,303 SF
Maximum Total Building Coverage*	NOT LISTED	19% / 280,272 SF	20% / 301,642 SF
Maximum Total Lot Coverage*	NOT LISTED	81% / 1,221,013 SF	80% / 1,199,643 SF
Parking Requirements	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. O2020-08.
6. The existing parking lot east of Grant Street is within the required 35' corner yard setback on Grant Street, and the 25' rear yard setback on the east property line of that subject property lot. Phase 1, Refer to Ordinance O2020-08.
7. Accessory Structures:
 - a. The existing home side (west) football field grandstands and press box are within the required 35' corner yard setback on Madison Street. The structures also exceed the 15' accessory building height limit.
 - i. Height
 1. Top of Existing Press Box structure is 23'-6"
 2. Top of Proposed Press Box structure is 22'-9"
 3. Existing and Proposed exceed the 15' accessory structure limit.
 - ii. Setback from Madison Street
 1. Existing Press Box structure is 4'-0" from the property line.
 2. Proposed Press Box structure is 5'-0" from the property line.
 3. Existing and Proposed are within the required 35' corner yard setback on Madison Street, and do not provide landscape or open space buffer.
 - b. Ticket Booth – Proposed top of ticket booth 17'-0", exceeding the 15' accessory structure limit.
 - c. Parking lot light fixtures – At the parking lot east of Grant Street
 - i. Existing non-conforming light fixtures at the existing parking lot are approximately 27'-6" tall. Proposed phase 2 work includes re-lamping the light fixtures, with the existing pole, base and structure to remain.
 - ii. At the new parking lot south extension part of phase 1 work (Refer to Ordinance O2020-08), parking lot light fixtures are proposed. Proposed phase 2 work includes new light fixtures to match to the existing adjacent pole height of 27'-6" (2'-6" concrete base and 25'-0" light fixture structure, for a total height of 27'-6"), exceeding the 15' accessory structure limit.
 - d. The existing soccer field player shelters and press box building are within the required 35' corner yard setback on Madison Street. The overall height of the press box structure

exceeds the 15' accessory structure limit. Phase 1 work. Refer to Ordinance No. O2020-08.

- e. The Existing maintenance garage is within the required 35' corner yard set back on 57th street. NO work or proposed changes to this building in any phase of this project are contemplated at this time.

7a

MEMORANDUM

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

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

DATE: January 27, 2021

RE: Zoning Variation – V-03-21; 505 S. County Line Road

In this application for variation, the applicant requests relief from the Rear Yard Setback requirements set forth in 3-110(D)(3)(b) in order to break out two underlying Lots of Record from the existing Zoning Lot at 505 S. County Line Road. Once the underlying Lots of Record are no longer part of the current Zoning Lot, the Front Lot Line of 505 S. County Line will move from Woodside to County Line and the Interior Side Lot Line will become the Rear Lot Line. Given this, the existing garage and patio will both become encroachments into this newly defined Required Rear Yard. In the R-1 zoning district, the Required Rear Yard is 50' and the specific request is to allow the existing attached garage and patio to remain as permitted encroachments.

This property is located in the R-1 Single family Residential District in the Village of Hinsdale and is located on the east side of County Line Road between Woodside and 6th Street. The property has a frontage of approximately 300', an average depth of approximately 400', and a total square footage of approximately 120,000. The maximum FAR is approximately 26,000 square feet, the maximum allowable building coverage is 25% or approximately 30,000 square feet, and the maximum lot coverage is 50% or 60,000.

cc: Kathleen Gargano, Village Manager
Zoning file V-03-21



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): Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981.

Address of Subject Property: 505 S. County Line Road, Hinsdale, IL 60521.

If Applicant is not property owner, Applicant's relationship to property owner:

FOR OFFICE USE ONLY

Date Received: 1/25/21 CB Zoning Calendar No. V-03-21

PAYMENT INFORMATION: Check # Check Amount \$

SECTION 1- NAME & CONTACT INFORMATION

1. Owner. Name, mailing address, telephone number and email address of owner:

Name: Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981

Address: 505 S. County Line Road; Applicant may be contacted through counsel (Robert O'Donnell or Hayleigh Herchenbach of O'Donnell Callaghan LLC)

Telephone: (847) 367-2750 email: rodonnell@och-law.com; hherchenbach@och-law.com

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

Name: Frederick A. Krehbiel is Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981, and has authority to file this application

Address: 505 S. County Line Road; Applicant may be contacted through counsel (Robert O'Donnell or Hayleigh Herchenbach of O'Donnell Callaghan LLC)

Telephone: (847) 367-2750 email: rodonnell@och-law.com; hherchenbach@och-law.com

3. Applicant. Name, address, telephone number and email address of applicant, if different from owner:

Name: Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981

Address: 505 S. County Line Road; Applicant may be contacted through counsel (Robert O'Donnell or Hayleigh Herchenbach of O'Donnell Callaghan LLC)

Telephone: (847) 367-2750 email: rodonnell@och-law.com; hherchenbach@och-law.com

4. Subject Property. Address, PIN Number, and legal description of the subject property, use separate sheet for legal description, if necessary.

PIN Number: 18-07-115-037; 505 S. County Line Road; Lots 7 and 8 in Block 4 in Highlands, being a subdivision of the northwest quarter and the west 800 feet of the north 144 feet of the southwest quarter of Section 7, Township 38 north, Range 12 east of the third principal meridian, according to the plat thereof recorded November 16, 1891, as Document 1569674 in Cook County, Illinois.

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

a. Attorney: Robert O'Donnell and Hayleigh Herchenbach; O'Donnell Callaghan LLC; 28045 N. Ashley Circle, Suite 101, Libertyville, IL 60048

b. Engineer: Mark H. Landstrom; Landmark Engineering LLC; 7808 W. 103rd Street, Palos Hills, IL 60465 (surveyor).

c. Architect: Dennis Parsons; Parsons Architects LLC; 28 Springlake Avenue, Hinsdale, IL 630567

d. Contractor: _____

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

a. _____
b. _____

7. **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. Attached as Exhibit 1.

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. Attached as Exhibits 2a-b.
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. Attached as Exhibit 3.
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. Attached as Exhibit 4.
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. Attached as Exhibit 5.
12. **Successive Application.** In the case of any application being filed less than two

years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

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

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest. Attached as Exhibit 6.

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

Section 3-110 (D)(3)(b); minimum rear setback for an interior lot located in the R-1 Zoning District.

Section 3-110(I)(5)(p); patios may not be located within 10 feet of any rear lot line.

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

Included in Exhibit 5.

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.)

Included in Exhibit 5.

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
 - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
 - (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
 - (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
 - (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
 - (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially

injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

- (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (3) Would substantially increase congestion in the public streets due to traffic or parking; or
- (4) Would unduly increase the danger of flood or fire; or
- (5) Would unduly tax public utilities and facilities in the area; or
- (6) Would endanger the public health or safety.

- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.
(Attach separate sheet if additional space is needed.)

See Exhibit 5.

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. Attached as Exhibit 7.

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 Exhibit 7.

SECTION IV

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

Name of Applicant: Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981.

Signature of Applicant: 

Date: Jan 17 2021

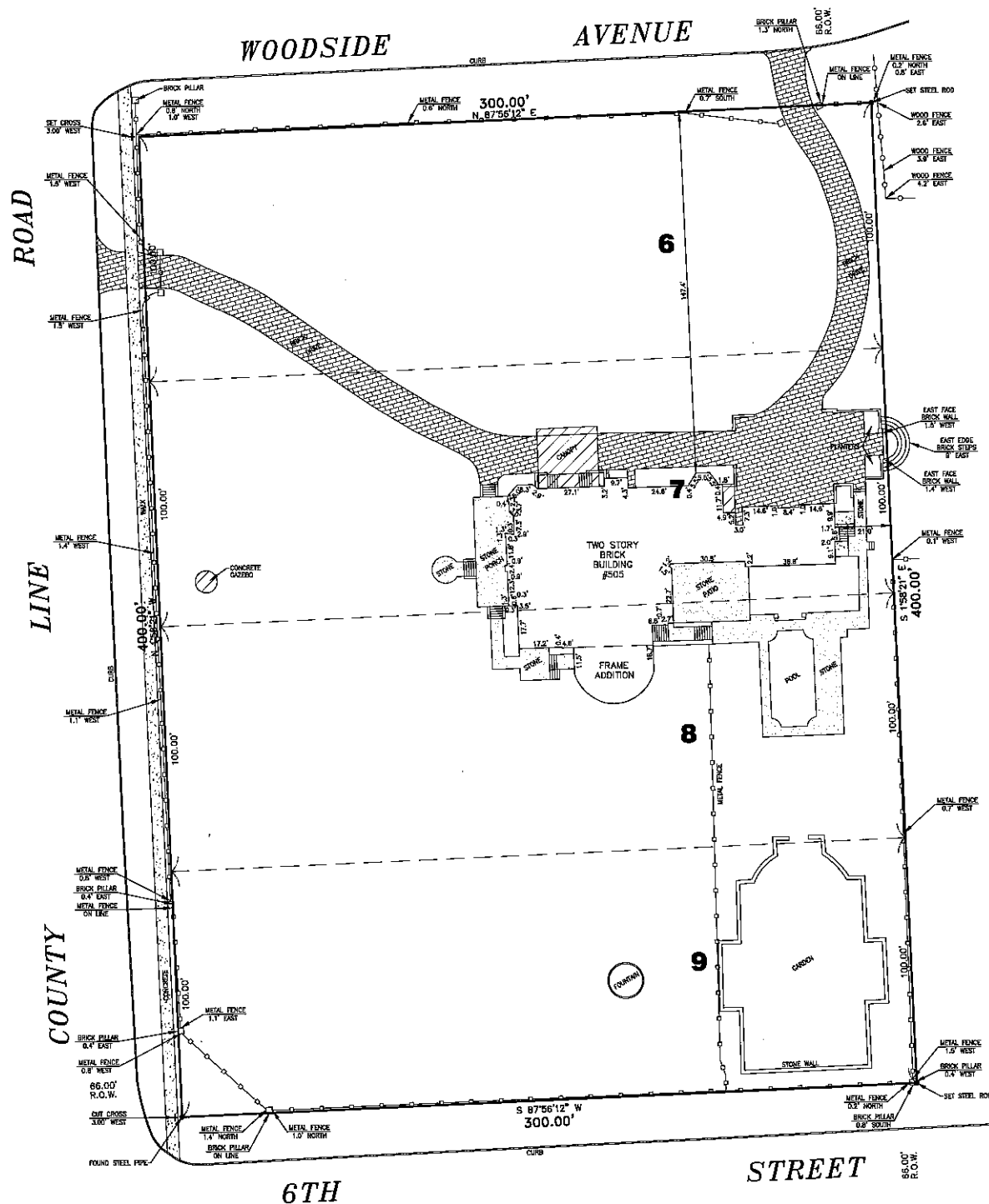
EXHIBIT 1

List of Neighboring Owners

<u>Address</u>	<u>Owner</u>
420 South County Line Road	Chicago Title Land Trust Company, as Trustee of Trust No. 8002381154 dated June 24, 2019
421 South County Line Road	Chicago Title Land Trust Company, as Trustee of Trust No. L-339 dated January 15, 1981
429 South County Line Road	Robert Earl Peckinpugh, as Trustee of the Robert Earl Peckinpugh Declaration of Trust dated December 10, 1977
436 South County Line Road	Georgia H. Harrison, as Trustee of the Georgia H. Harrison Trust dated September 10, 2010, and Mark H. Harrison, as Trustee of the Mark H. Harrison Trust dated September 10, 2010
600 South County Line Road	Robert Joseph D'Arco, as trustee of the Robert Joseph D'Arco Trust Dated April 5, 2011, and Janice D'Arco, as trustee of the Janice D'Arco Trust Dated April 5, 2011
611 South County Line Road	John and Kathryn Dills
540 Dalewood Lane	Diane M. Kane, as Trustee of the Diane M. Kane Revocable Trust dated July 31, 1995
555 Dalewood Lane	555 Dalewood LLC
439 East 6th Street	Donna Brickman

448 East 6th Street	Carolyn J. Ryan, as Trustee of the Carolyn J. Ryan Living Trust dated May 27, 1994
453 East 6th Street	Rebrag Inc.
531 East 6th Street	Betty S. Boyd, As Trustee of the Betty S. Boyd Declaration of Trust dated June 8, 1982
535 East 6th Street	Cynthia P. Manos, as Trustee of the Cynthia P. Manos Trust dated April 26, 1996
600 East 6th Street	Martyn and Tania Bentley-Dean
605 East 6th Street	Richard and Annamarie Beuke
455 Woodside Avenue	Donald and Joan Benson
526 Woodside Avenue	Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust dated June 4, 1981
530 Woodside Avenue	Annie S. Terry, as Trustee of the AJIJ Living Trust dated July 5, 2007
535 Woodside Avenue	Anne Theophilos
542 Woodside Avenue	Chicago Title Land Trust Company, as Trustee of Trust No. 8002351290 dated August 8, 2008

LOTS 6, 7, 8 AND 9 IN BLOCK 4 IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1891, AS DOCUMENT 1569674, IN COOK COUNTY, ILLINOIS.

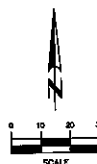
**LANDMARK**

ENGINEERING LLC
DESIGN FIRM REGISTRATION NO. 184-005877
7808 W. 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529

BEARINGS SHOWN HEREON (IF ANY) ARE BASED ON I.L. S.P.C. EAST ZONE, NAD83.
NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT
ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM
SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED
PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON,
REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS,
DOCUMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

SUBJECT PROPERTY AREA
120,000 SQ. FT.
2.755 ACRES
(more or less)



FIELD WORK COMPLETED: 7/26/18

THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 7/27/18

MARK H. LANDSTROM I.P.L.S. No. 2625
LICENSE RENEWAL DATE: NOVEMBER 30, 2018
SURVEY No. 18-07-086-6-9

EXHIBIT

2b

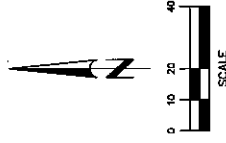
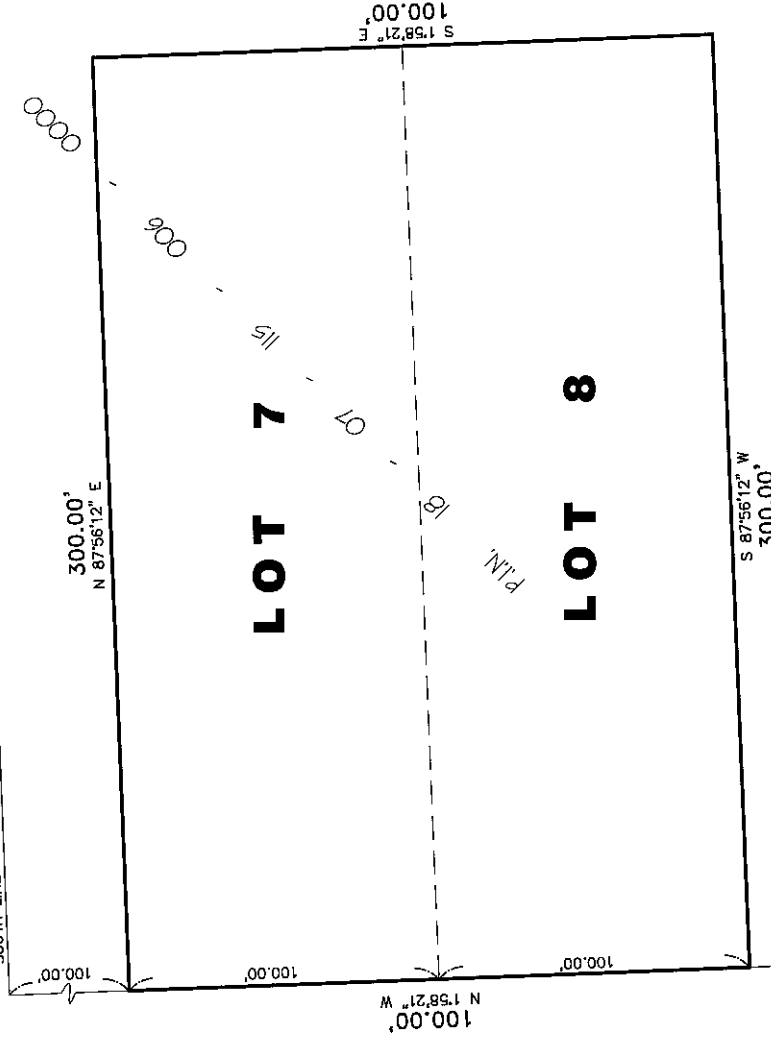
Tables

PLAT OF SURVEY

LEGAL DESCRIPTION

LOTS 7 AND 8 IN BLOCK 4, IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1891, AS DOCUMENT 1569674, IN COOK COUNTY, ILLINOIS.

SOUTH LINE OF WOODSIDE AVENUE



PREPARED FOR: O'DONNELL, CALLAGHAN & HADDAD

LANDMARK

ENGINEERING LLC

DESIGN FIRM REGISTRATION NO. 184-005577

7808 W. 103RD STREET

PALOS HILLS, ILLINOIS 60465-1529

Phone (708) 598-3737

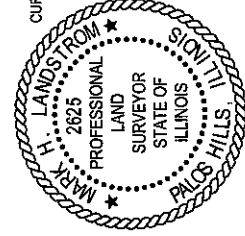
BEARINGS SHOWN HEREON (IF ANY) ARE BASED ON I.L.S.P.C. EAST ZONE, NAD83. NO IMPROVEMENTS ARE SHOWN HEREON OR SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, DOCUMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

FIELD WORK COMPLETED: 7/26/18

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 8/1/18



MARK H. LANDSTROM I.P.L.S. No. 2625
LICENSE RENEWAL DATE: NOVEMBER 30, 2018
SURVEY No. 18-07-066-7-8

SUBJECT PROPERTY AREA

80,000 SQ. FT. (more or less)

EXHIBIT 3

Excerpt from Hinsdale Official Zoning Map

Zoning Classification of Subject Property = R-1



EXHIBIT 4

Statement Concerning Conformity

The subject property is located within, and completely surrounded by, the R-1 Single Family Residential District within the Village. The applicant seeks two variations pursuant to Section 11-503(E)(1)(a), which is a permitted variation in the R-1 Single Family Residential District. Therefore, granting the proposed variations on the subject property would be in conformity with the Official Map.

EXHIBIT 5

Statement Concerning Variation Sought, and Compliance with Variation Standards

The Subject Property

The subject property contains a single-family residence on one zoning lot that borders Woodside Avenue, County Line Road, and 6th Street in the Village. *See*, Exhibit 2b. The zoning lot consists of four underlying lots of record: Lot 6 (PIN: 18-07-115-036), Lots 7 and 8 (PIN: 18-07-115-037) and Lot 9 (PIN: 18-07-115-038) within Block 4 of the Highlands subdivision. Applicant proposes forming three, separate zoning lots from the underlying lots of record, according to their PINs. *See*, Exhibit 2a. Lot 6 will become a corner lot, with frontage on Woodside and County Line Road. Lots 7 and 8, which contain the residence, will become a single zoning lot with its front yard facing County Line Road. The driveway currently serving the residence, which is located on Lots 6 and 7, will be removed and a new driveway for the existing property constructed on new Lot 7+8, upon application for and receipt of the appropriate permits. Lot 9 will become a corner lot, with frontage on County Line Road and 6th Street.

Applicant has previously confirmed with the Village that Lots 6 and 9 remain underlying lots of record and can be built upon as separate single-family lots in compliance with §10-104 of the Zoning Code, as legal, nonconforming lots of record.

Variations Sought

The only variations that are necessary to achieve the three, separate zoning lots arise by virtue of the orientation of new Lot 7+8. Currently, the front yard of the residence is facing Woodside Avenue, and the rear yard abuts 6th Street. When Lots 7+8 becomes a single zoning lot, the front yard of that lot will face County Line Road. The new front yard exceeds 130' in depth, which greatly exceeds the

minimum 35' front yard requirement in the R-1 district. *See*, Exhibit 7; Zoning Code, §3-110(D)(1).

The north side yard is 26.4' and the south side yard is 60.8', both of which exceed the required 21' minimum. *See*, Exhibit 7; Zoning Code, §3-110(D)(2)(b)(i). However, two existing structures on the property will then encroach into the new, 50' rear yard: the garage and the stone patio. *See*, Exhibit 7; Zoning Code, §3-110(D)(3)(b).

The attached garage extends to 21' from the rear lot line. *See*, Exhibit 7. Because the lot line slightly angles towards the house, the distance between the existing stone patio that will be located in the rear yard ranges from 10.38' to 9.39' at its closest point. Pursuant to §3-110(I)(5)(p), patios may not encroach within 10' of the rear lot line.

The applicant seeks a variation pursuant to Section 11-503(E)(1)(a): a reduction of the 50' rear yard setback regulations of the R-1 district, in order to permit the attached garage and stone patio to remain in their existing locations. This would spare the Applicant from having to remodel or demolish the existing structures.

Other structures encroach into the rear yard setback, but do not need a variance. The encroachment of the swimming pool and landscaped courtyard appurtenant thereto are permissible under §3-110(I)(5)(m), as they do not encroach within 10' of the rear yard lot line. *See*, Exhibit 7.

There is one more encroaching structure, which either already has a variance or was built pre-Code and is therefore legal, nonconforming. At the northeast corner of Lot 7, a set of stairs leads from the subject property onto the adjacent property to the east (PIN: 18-07-115-007). *See*, Exhibit 8.

Applicant currently owns this adjacent property. Applicant would agree to a condition of the variance if the proposed relief is granted, that if in the future PIN 18-07-115-007 and the subject

property are no longer under common ownership, the stairs connecting the two properties shall be removed, or additional relief shall be sought from the Village.

Minimum Variation.

The minimum variation of the rear yard setback that is necessary in order to achieve the desired zoning lot is a reduction of the 50' rear yard setback to 21' where the garage exists; and a reduction of the 10' patio setback only for the portions of the existing patio that encroach beyond 10', up to 9.39' from the rear yard lot line. *See*, Exhibit 7. Applicant is not seeking to construct any additional structures within the rear yard setback or any additional variation beyond that which is necessary to accommodate the existing structures.

Standards for Variation.

The subject property is a single-family residential zoning lot consisting of four, underlying lots of record. The four lots of record were created when the original plat of the Highlands subdivision was recorded on November 16, 1891. *See*, Exhibit 9, Affidavit of Mark Landstrom, ¶ 5. The four lots measure 100' in width and 300' in depth. *See*, Exhibit 2a.

Applicant is seeking this variation for estate planning purposes. The goal is to preserve the historical integrity of the existing home while not burdening Applicant's future heirs with trying to sell a residential lot four times larger than a typical lot. Applicant is simultaneously seeking a historical designation with Landmarks Illinois to preserve the west façade of the home facing County Line Road, and four of the interior rooms, which were designed by David Adler. However, the perpetual addition of Lots 6 and 9 as side yards for the existing home on Lots 7+8 is not necessary for the continued historic preservation of the home, and the immense size of the four-lot property may deter future purchasers. With the division to three zoning lots, Lot 6 and Lot 9 can be separately

developed with single family residences in compliance with §10-104 of the Zoning Code, and the existing home can maintain its historic nature on a more manageable lot size, on Lots 7+8.

Moreover, the creation of the 60,000 square foot zoning lot on Lots 7+8 will not result in a greater amount of impervious surface on that lot than allowable by the Code. In fact, even after the removal of the extra permeable surface on Lots 6 and 9, Lots 7+8 will have a total impervious area of 16,776 square feet – which is over 13,000 less than the 30,000 square feet allowable for a lot of this size. *See*, Exhibit 7.

Granting the variation to allow this division will not result in any greater encroachment from the subject property towards the property of its neighbors to the east, as it would merely be a retroactive approval of an existing structure. While, as a result of this variation, some day in the future new homes may be constructed on Lots 6 and/or 9, those homes would be required to be in compliance with §10-104 of the Code, which should therefore minimize any impact on adjacent properties. Moreover, while Lots 6 and 9 are legal, nonconforming lots, they are each greater in area than their immediate neighbors to the east, respectively, and can therefore comfortably accommodate a new residence. *See*, Exhibit 8.

- (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 or 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 unique physical condition of the subject property is that the structures, including the historic residence, the garage, the landscaped gardens, pool and patio, all exist before the “new” 50’ rear yard setback will be introduced to the east property line. Notwithstanding the encroachment into the new rear yard setback, the subject property has an abundance of green yard space, including

a generous 130' front yard setback, the lot size of 60,000 square feet is twice the minimum 30,000 square foot requirement in the R-1 District, and the actual impervious area is over 13,000 less than total allowable impervious area. *See*, Exhibit 7.

- (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: Applicant has owned the subject property for over 30 years. The hardship will be created when the dimensions of the newly formed zoning lot cause the front yard to change from the north lot line on Woodside Avenue, to the west lot line on County Line Road, thus making the existing structures along the east side of the property within the new 50' rear yard setback. The garage could not be demolished and rebuilt outside of the rear yard setback. Exhibit 7.

- (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: If the 50' rear yard setback is enforced, Applicant would be forced to demolish a portion of its garage and patio in order to comply with the setback, or would be prevented from ever developing the original, platted lots of record, Lot 6 and Lot 9, with single-family residences, as they were originally platted.

- (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: Applicant is not seeking a special privilege by separating its 120,000 square foot four-lot zoning lot into three zoning lots, each of which meets or exceeds the minimum lot size of 30,000

square feet. Applicant is not seeking a special privilege by requesting that the existing garage and patio be able to remain in order to do so, notwithstanding that they encroach into the new 50' rear yard setback, because they predate the setback.

- (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 stated purpose of the section of the Code from which Applicant is seeking a variance is “to provide a reasonable range of opportunity for the development and preservation of housing types consistent with the existing residential character of the Village.” Village Code, Article III, Single-Family Residential Districts, §3-101 “Purposes.” The proposed variation accomplishes both those purposes. The variation allows the existing home to maintain its current structures, all of which contribute to the Village’s existing residential character. Splitting off Lots 6 and 9 as separate zoning lots will provide a reasonable opportunity for development of new housing consistent with the Village’s residential character.

- (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that: (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (3) Would substantially increase congestion in the public streets due to traffic or parking; or (4) Would unduly increase the danger of flood or fire; or (5) Would unduly tax public utilities and facilities in the area; or (6) Would endanger the public health or safety.

RESPONSE: This standard is satisfied because the proposed variation does not result in any new use or development of the subject property. The maintenance of the existing structures on the subject property does not lead to any new, adverse impact to nearby properties, because the structures already exist. The future potential addition of up to two, new, Code-compliant residences on Lot 6 and/or 9 will not substantially increase congestion, burden public utilities, or endanger the public health or safety, particularly when the lots were originally platted to house four single-family

residences, and the maximum amount that could exist if the zoning lots are created as proposed is three.

- (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 only alternative to granting the proposed variation would be to partially or completely demolish the existing garage, and to partially demolish the existing patio. Given that the patio encroaches at most 0.61' into the required 10' setback, partial demolition of the patio is unreasonable to accommodate this encroachment and not necessary to fulfill the purpose of the setback. Partial or complete demolition of the garage in order to accommodate the 50' rear yard setback would also create an unreasonable hardship, as the garage could not be rebuilt given the 21' north side yard setback and 50' rear yard setback. *See*, Exhibit 7.

QUITCLAIM DEED IN TRUST



Mail to:

Debra B. Yale, Esq.
630 Dundee Road, Suite 220
Northbrook, Illinois 60062

Mail Tax Bills to:

Frederick A. Krehbiel, Trustee
c/o KF Partners LLC
2215 York Road, Suite 410
Oak Brook, Illinois 60523

Doc# 1627419242 Fee \$46.00

RHSP FEE: \$9.00 PRF FEE \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/30/2016 04:01 PM PG: 1 OF 5

THIS INDENTURE WITNESSETH, That the Grantors, **Frederick A. Krehbiel II, also known as Frederick A. Krehbiel and Fred A. Krehbiel, and Kathleen K. Krehbiel, also known as Kathleen Krehbiel and Kay K. Krehbiel, husband and wife, of Hinsdale, Illinois**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and of other good and valuable consideration, receipt of which is hereby duly acknowledged, do hereby Convey and Quitclaim unto **Frederick A. Krehbiel, as Trustee of the Frederick A. Krehbiel Trust, dated June 4, 1981, as amended and restated**, the following described real estate in the County of Cook and State of Illinois, to-wit:

Legally described on Exhibit A attached hereto and made a part hereof

Common Address: 505 S. County Line Road, Hinsdale, Illinois 60521

Real Estate Tax Nos.: 18-07-115-006-0000; 18-07-115-014-0000; 18-07-115-004-0000; 18-07-115-007-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth, hereby waiving and releasing all homestead rights.

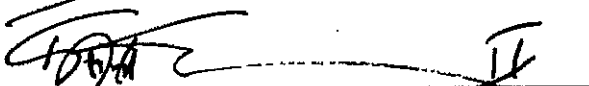
Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and


for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and in said Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

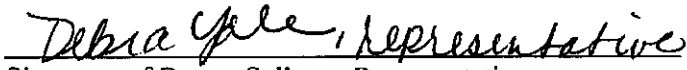
IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands this 19th day of SEPTEMBER, 2016.


 Frederick A. Krehbiel II, also known as
 Frederick A. Krehbiel and Fred A. Krehbiel


 Kathleen K. Krehbiel, also known as Kathleen
 Krehbiel and Kay K. Krehbiel

EXEMPT UNDER PROVISIONS OF PARAGRAPH e, SECTION 4, REAL ESTATE TRANSFER ACT

Date: 9/23/16

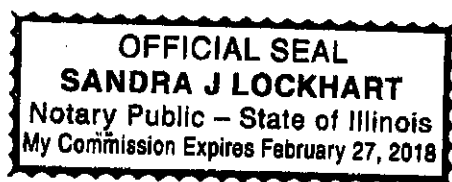

 Signature of Buyer, Seller or Representative

STATE OF ILLINOIS)
)
 COUNTY OF DU PAGE)

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **Kathleen K. Krehbiel, also known as Kathleen Krehbiel and Kay K. Krehbiel**, 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 that she signed, sealed and delivered the instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19TH day of SEPTEMBER, 2016



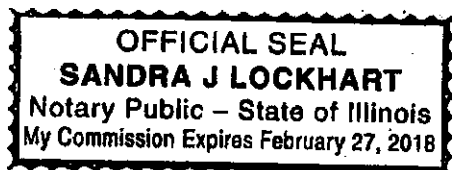
Sandra J. Lockhart
 Notary Public
 My commission expires on FEB. 27, 2018

STATE OF ILLINOIS)
)
 COUNTY OF DU PAGE)

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **Frederick A. Krehbiel II, also known as Frederick A. Krehbiel and Fred A. Krehbiel**, 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 that he signed, sealed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19TH day of SEPTEMBER, 2016



Sandra J. Lockhart
 Notary Public
 My commission expires on FEB. 27, 2018

This instrument was prepared by:
 Debra B. Yale, Esq., 630 Dundee Road, Suite 220, Northbrook, Illinois 60062

EXHIBIT A**LEGAL DESCRIPTION**

LOT 1 IN W.W. THOMPSON'S RESUBDIVISION OF LOTS 4 AND 5 IN BLOCK 4 IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OF SAID RESUBDIVISION RECORDED MAY 26, 1943 AS DOCUMENT 13081626, IN COOK COUNTY, ILLINOIS.

AND

LOTS 6, 7 AND 8 IN BLOCK 4 IN HIGHLANDS BEING A SUBDIVISION OF THE NORTH WEST ONE-QUARTER AND WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTH WEST ONE-QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1891 AS DOCUMENT NO. 1569676, BOOK 51 OF PLATS PAGE 41 COOK COUNTY, ILLINOIS.

AND

LOT 9 IN BLOCK 4 IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1891 AS DOCUMENT NUMBER 1569674, IN BOOK 51 OF PLATS, PAGE 41, IN COOK COUNTY, ILLINOIS.

Common Address: 505 S. County Line Road, Hinsdale, Illinois 60521

Real Estate Tax Nos.: 18-07-115-006-0000; 18-07-115-014-0000; 18-07-115-004-0000; 18-07-115-007-0000

1027410242 Page 0010

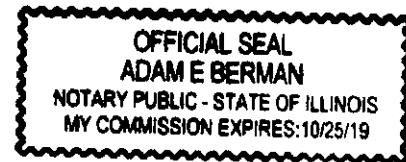
STATEMENT BY GRANTOR AND GRANTEE

The grantor or its agent affirms that, to the best of their knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 9/23/16 Signature: Debra Yule, Agent
Grantor or Agent

Subscribed and sworn to before me by the
said Debra Yule this 23rd day of
September, 2016

Adam E Berman
Notary Public

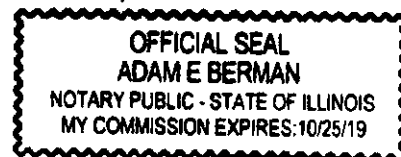


The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: 9/23/16 Signature: Debra Yule, agent
Grantee or Agent

Subscribed and sworn to before me by the
said Debra Yule this 23rd day of
September, 2016

Adam E Berman
Notary Public



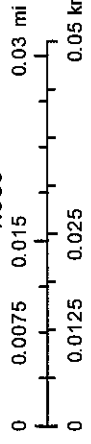
Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]



January 16, 2021

1:989



Cook County GIS Dept

EXHIBIT

8

AFFIDAVIT OF MARK H. LANDSTROM

The undersigned affiant, Mark H. Landstrom, being first duly sworn on oath, states the following:

1. I am an Illinois Professional Land Surveyor, licensed in the State of Illinois and have been so since 1981.
2. I prepared the Plat of Survey dated July 27, 2018, which is attached hereto as Exhibit 1.
3. The Plat of Survey depicts four separate lots: Lot 6, Lot 7, Lot 8 and Lot 9, all located within Block 4 of the Highlands subdivision.
4. The dotted lines on the Plat of Survey indicate the interior lot lines between Lots 6, 7, 8 and 9 of the Highlands subdivision; they do not indicate abrogated lot lines.
5. The plat of the Highlands subdivision was recorded on November 16, 1891, in Cook County, Illinois, as Document 1569674. A true and correct copy of the plat of the Highlands subdivision is attached hereto as Exhibit 2.
6. In the normal course of my work preparing the Plat of Survey, I reviewed the recorded land records of Cook County, as well as the atlas and maps of Cook County prepared by the Sidwell Company.
7. Based on my review, I confirmed that Lots 6, 7, 8 and 9 of the Highlands subdivision have not been consolidated, resubdivided, or replatted since the plat of the Highlands subdivision was recorded.
8. In my professional opinion, Lots 6, 7, 8 and 9 are each current lots of record, as depicted on the plat of the Highlands subdivision.

FURTHER AFFIANT SAYETH NAUGHT



MARK H. LANDSTROM

EXHIBIT

9

tabbles

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that **Mark H. Landstrom**, 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 that he signed, sealed and delivered the said instrument as his free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of September, 2020.

Commission expires

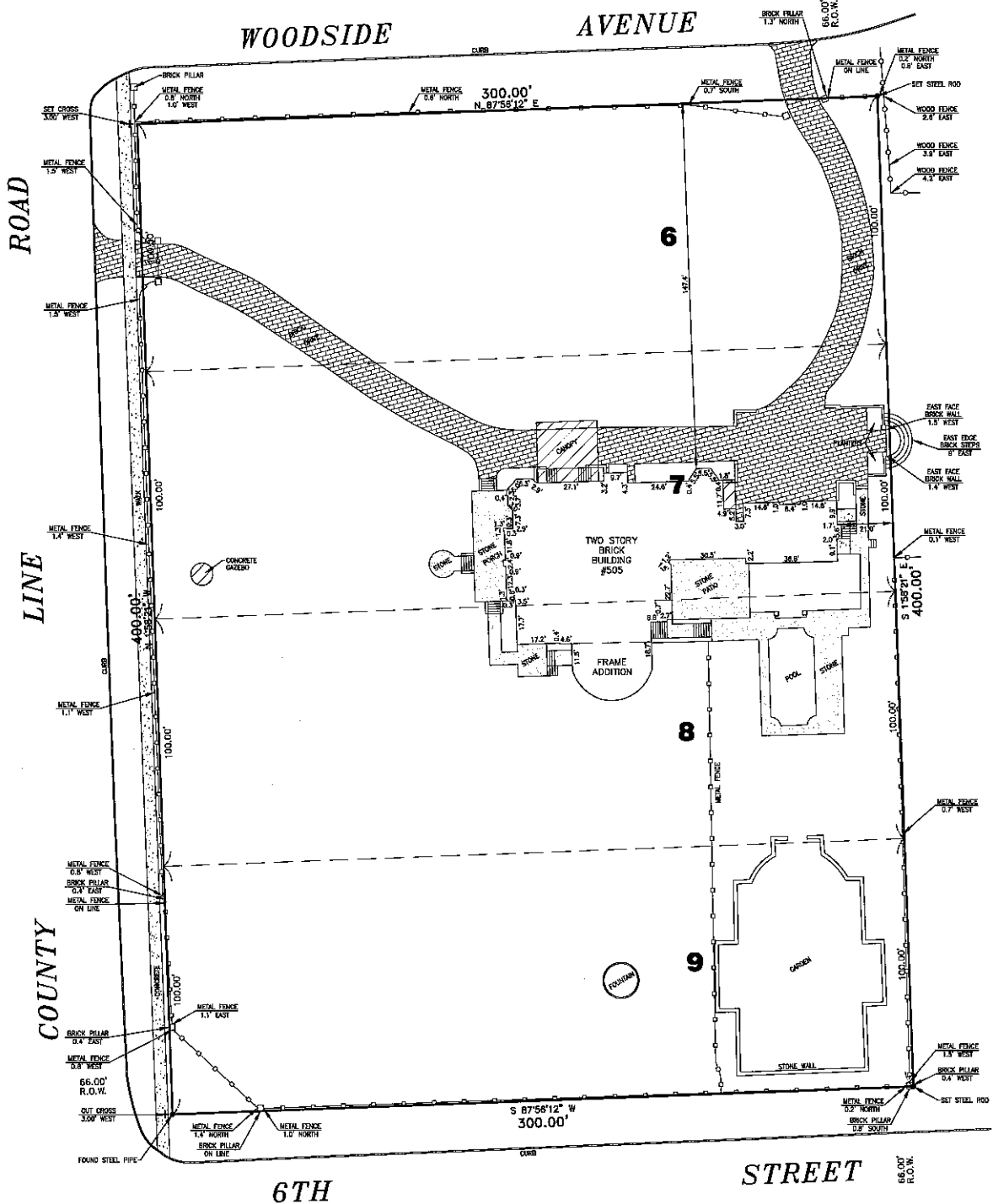
02/26/24

David Landstrom
NOTARY PUBLIC



PLAT OF SURVEY

LOTS 6, 7, 8 AND 9 IN BLOCK 4 IN HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1891, AS DOCUMENT 1569574, IN COOK COUNTY, ILLINOIS.



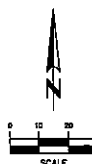
PREPARED FOR: O'DONNELL, CALLAGHAN & HADDAD

LANDMARK
ENGINEERING LLC
DESIGN FROM REGISTRATION NO. 184-003577
7808 W. 103RD STREET
PALOS HILLS, ILLINOIS 60463-1529
Phone (708) 580-3737

BEARINGS SHOWN HEREON (IF ANY) ARE BASED ON I.L.S.P.C. EAST ZONE, NAD83. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, DOCUMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

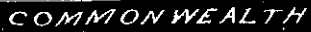
SUBJECT PROPERTY AREA
120,000 SQ. FT.
2.785 ACRES
(more or less)



FIELD WORK COMPLETED: 7/26/18
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 7/27/18

MARK H. LANDSTROM I.P.L.S. No. 2625
LICENSE RENEWAL DATE: NOVEMBER 30, 2018
SURVEY No. 18-07-066-6-9



la

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 & 417 S. Elm Street

If Applicant is not property owner, Applicant's relationship to property owner:

Owner's Architect

FOR OFFICE USE ONLY

Date Received: 12/14/20 CB Zoning Calendar No. V-07-20

PAYMENT INFORMATION: Check # _____ Check Amount \$ _____

SECTION 1- NAME & CONTACT INFORMATION

1. **Owner.** Name, mailing address, telephone number and email address of owner:

Name: Steve & Suzi Grootsema

Address: 425 S. Elm Hinsdale IL 60521

Telephone: [REDACTED] mail: [REDACTED]

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

Name: _____

Address: _____

Telephone: _____ email: _____

3. **Applicant.** Name, address, telephone number and email address of applicant, if different from owner:

Name: Michael Abraham Architecture (Jenna Edelmayer)

Address: 148 Burlington Ave Clarendon Hills IL 60514

Telephone: 6306559417 x303 email: jc@michael.abraham.com

4. **Subject Property.** Address, PIN Number, and legal description of the subject property, use separate sheet for legal description, if necessary.

PIN Number: 425 S. Elm & 417 S. Elm

091225005

091225004

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

a. Attorney: _____

b. Engineer: Ridgeline Consultants, LLC (Civil)

c. Architect: Michael Abraham Architecture

d. Contractor: Mark Hickman Homes

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

a. 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 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.
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.
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. **Successive Application.** In the case of any application being filed less than two

years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

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

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:
SEE ATTACHED

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

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

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

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

- (1) Would be materially detrimental to the public welfare or materially

injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

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

See 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.

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.

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


SECTION IV

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

Name of Applicant:

Jenna Edelmayer ^{Michael Abramson} 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 than what is existing.

If there are other items that are in need of clarification please call me.

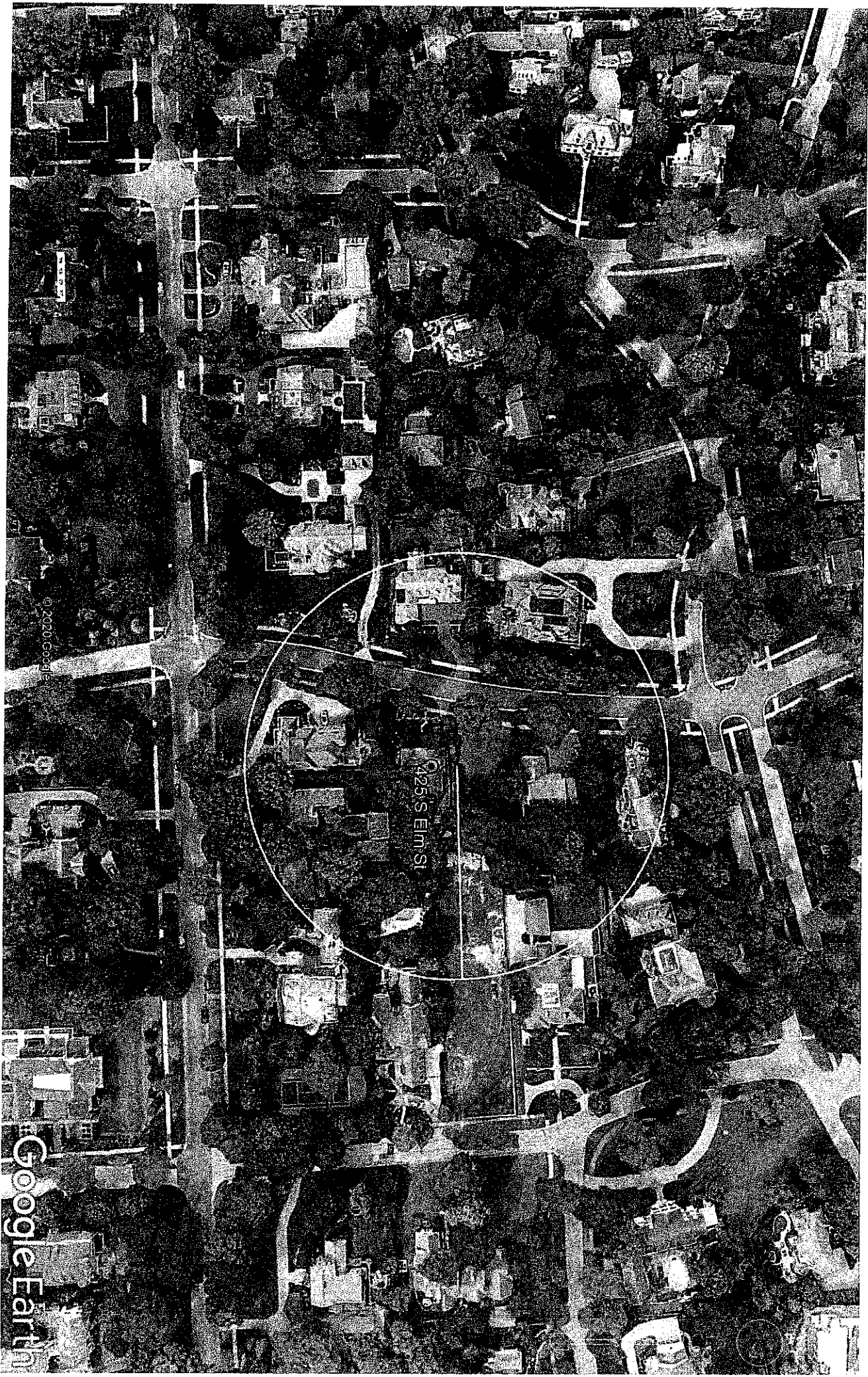
Jenna Edelmayer

Michael Abraham Architecture

630.655.9417 ext. 303

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

<u>Owner</u>	<u>PIN</u>	<u>Property Address</u>	
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



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Google Earth

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.

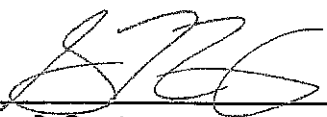
Additionally, the Steven R. Groetsema and Suzanne M. Groetsema Revocable Trust is currently under contract to purchase the vacant neighboring property, commonly known as 417 S. Elm Street (PIN: 09-12-225-004), from Rebrag, Inc., the property's current owner.

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.

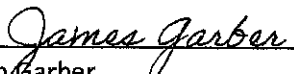
Thank you for your consideration.

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:

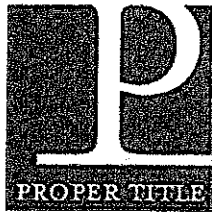


Steven R. Groetsema

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



Jim Garber



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
2. 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:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated 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.

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



By:

CHICAGO TITLE INSURANCE COMPANY

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:

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(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.



12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

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

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

18. NOTICES, WHERE SENT

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

Browsing Information. 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

Cookies. 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.

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

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

Links to Other Sites. 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.

Use of Personal Information

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.

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

For Nevada Residents: 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.

For Oregon Residents: 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.

For Vermont Residents: 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 not 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.

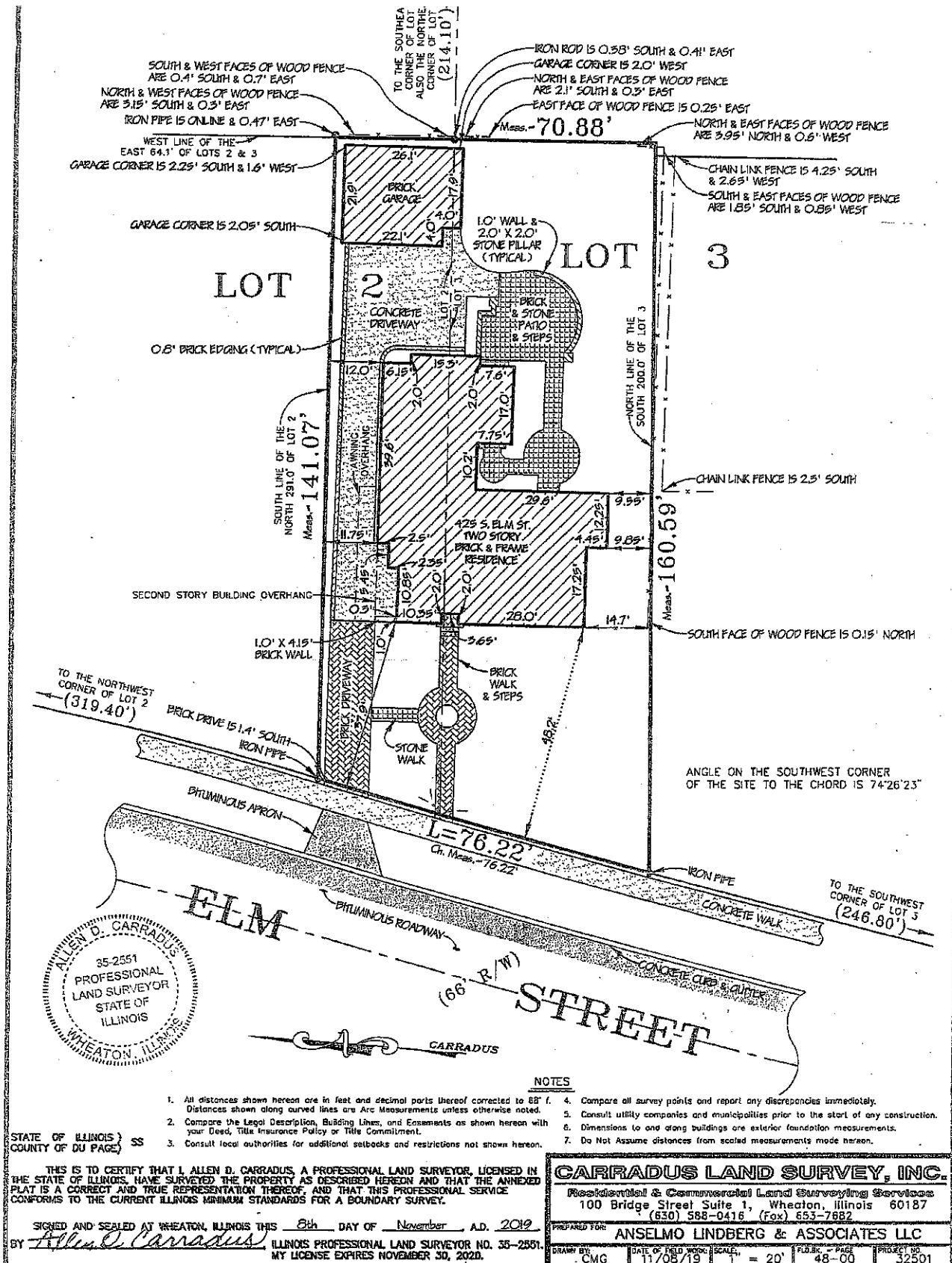
Anselmo Lindberg & Associates, LLC
as an Agent for Chicago Title Insurance Company
1771 W. Diehl Rd, Ste#120, Naperville, IL 60563

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 northeast 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.

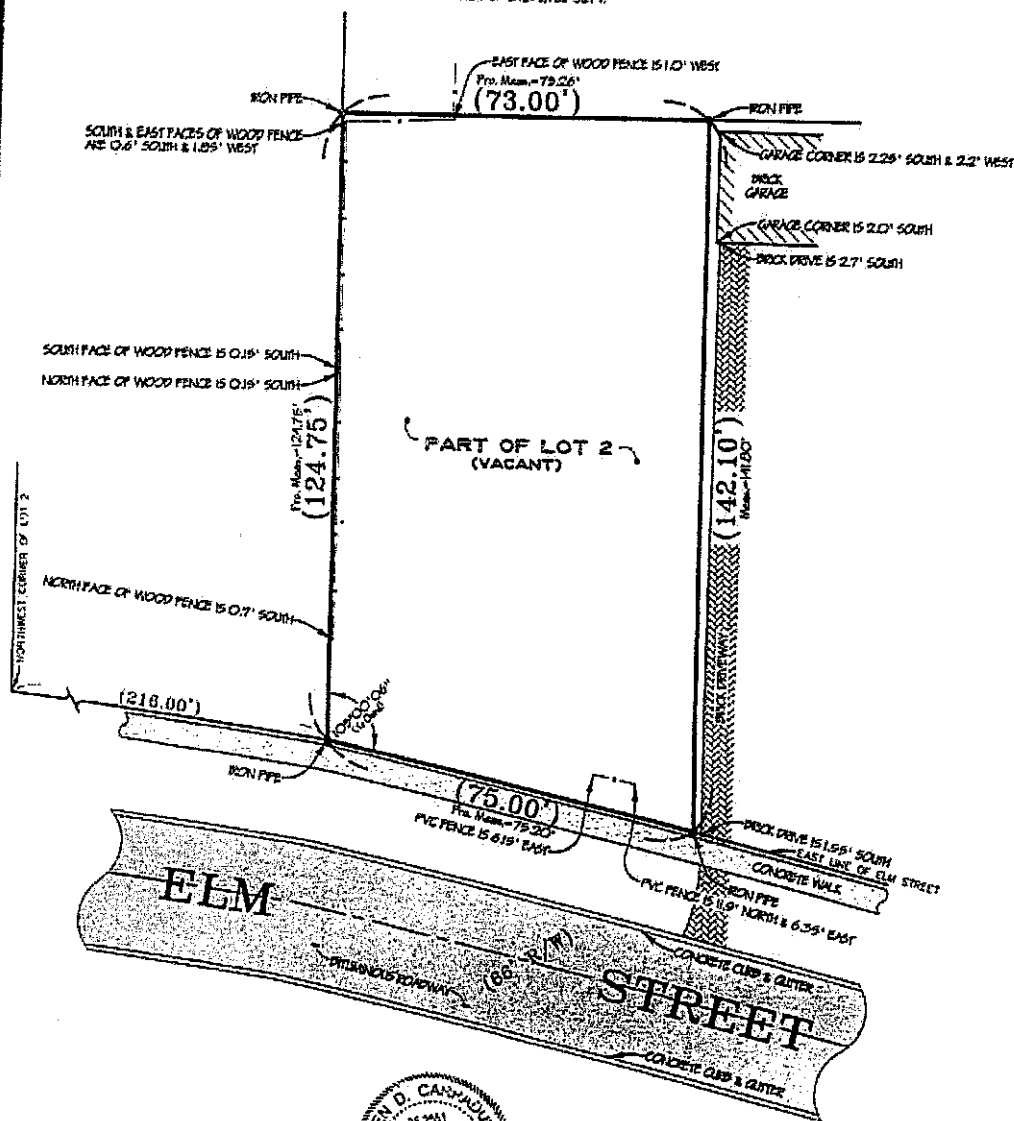


LEGEND

● Metropolitan Police Found
○ Metropolitan Police Spd
(PLS 25-2631)
(807) Federal Government
— Zone 1 In

THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 216 FEET SOUTHERLY
ALONG THE EAST LINE OF ELM STREET FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE
75 FEET IN A SOUTHERLY DIRECTION ALONG SAID ELM STREET; THENCE EAST 142.0 FEET; THENCE
NORTH 73 FEET, MORE OR LESS, TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING; THENCE
WEST 124.75 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN BLOCK 11 IN W. ROBBINS' PARK
ADDITION TO HINSDALE IN THE NORTHEAST QUARTER 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 NUMBER 14048 IN DU PAGE COUNTY, ILLINOIS.

AREA OF SITE = 2.753 SQ. FT.



NOTES

1. All distances stated hereon are in feet and decimal parts thereof converted to 16'
2. Distances shown are surveyed from the A's Measurements unless otherwise noted.
3. Compare the Legal Descriptions, Policy and Exemptions to shown hereon with your deed. This instrument Policy or Title Commitment.
4. Consult your insurance for additional periods and exclusions not shown hereon.
5. Compare all surveys past and report any discrepancies immediately.
6. Consult utility companies and municipalities prior to the start of any construction.
7. Dimensions to any stone buildings are exterior foundation measurements.
8. Do not measure distances from scales measurements made hereon.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) 12

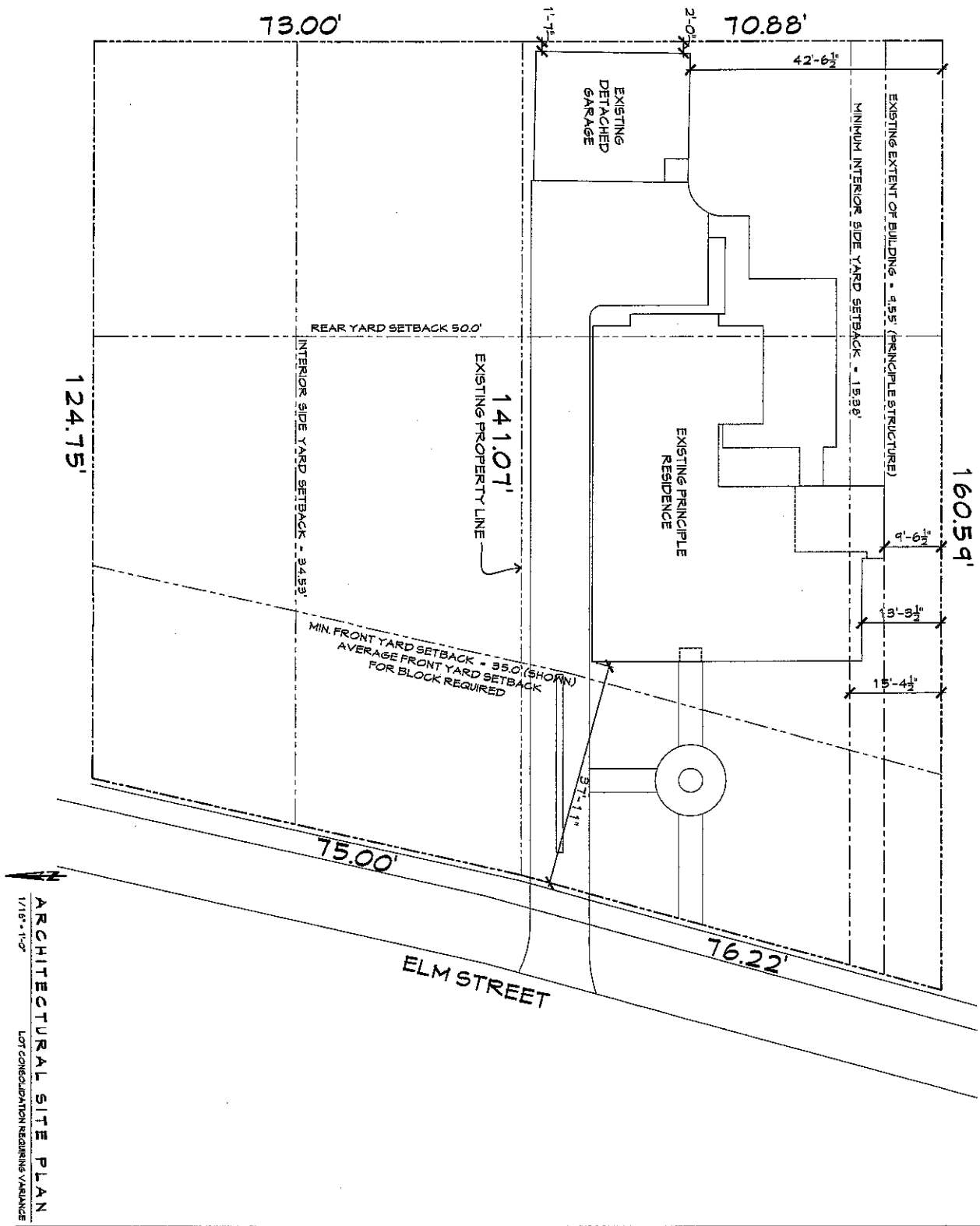
THIS IS TO CERTIFY THAT I, ALLEN C. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

INDEXED AND SEALED AT WHEATON, ILLINOIS THIS 28th DAY OF JUNE A.D. 2015
BY A. M. D. Canaday ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2581
MY LICENSE EXPIRES NOVEMBER 30, 2014.

ALLEN D. CARRADUS LAND SURVEYOR
Residential & Commercial Land Surveying Services
108 W. Liberty Drive, Wheaton, Illinois 60187
(630) 595-0416 /Fax/ 653-7662

PREPARED FOR
JAMES R. FLYNN & ASSOCIATES, LLC

BOOK BY	DIST OF ILL.	TOWNSHIP	RANGE	S.E.C.	SECTION
CAG	1	28 N	3 E	20	24 S



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

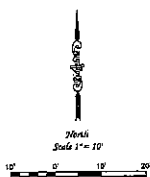
Groetsema Residence

425 & 417 S. Elm Street
Hinsdale, IL

MICHAEL ABRAHAM
ARCHITECTURE

[illegible]



















Vicinity Map
(City Scale)



ABBREVIATION LEGEND

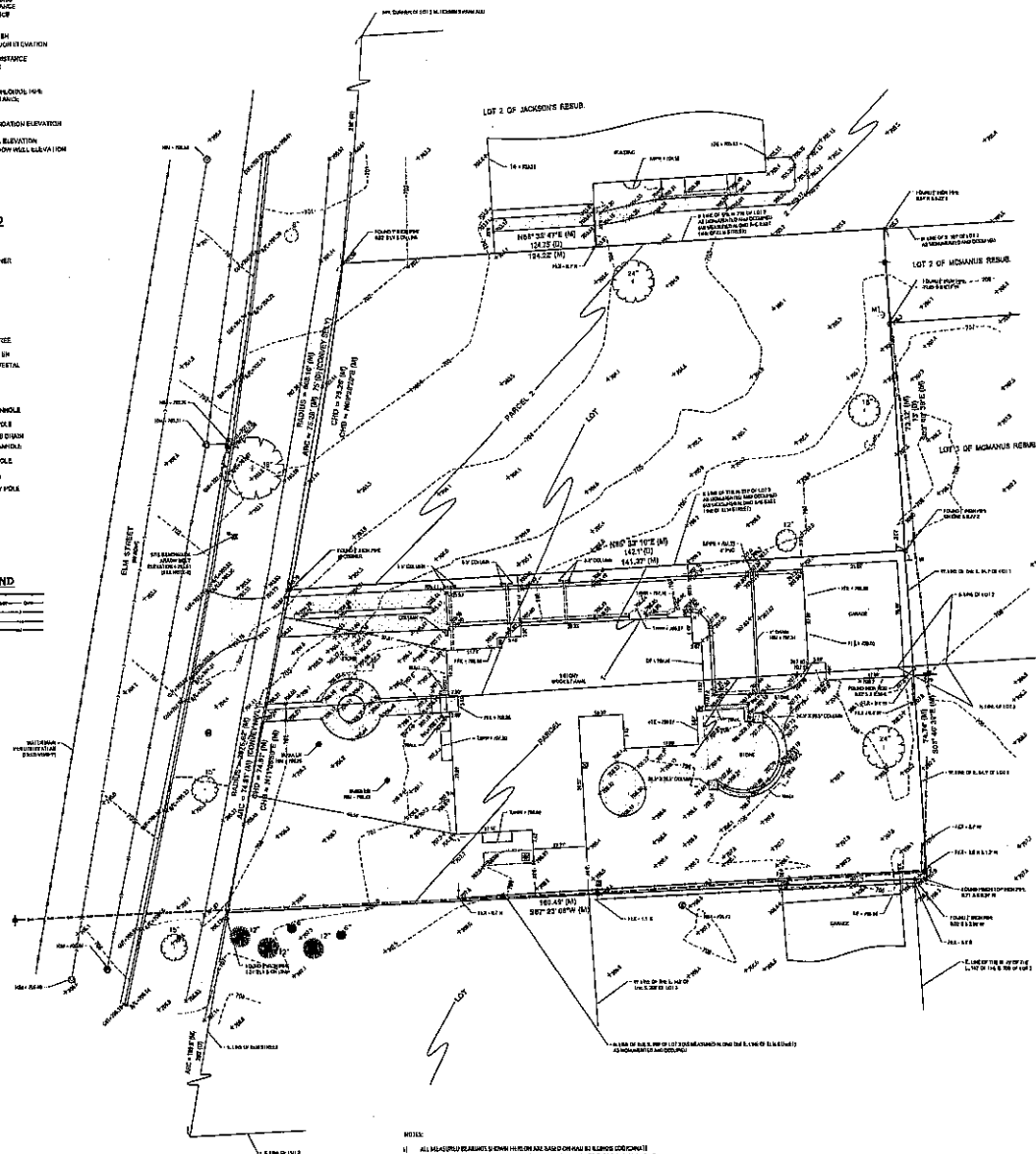
[illegible]

SYMBOL LEGEND

-  = ASPHALT
-  = AIR CONDITIONER
-  = BOX
-  = BRICK
-  = CLEARWOOD
-  = CONCRETE
-  = DECORATIVE TREE
-  = ELECTRIC MAIN LINE
-  = ELECTRIC PEDestal
-  = HYDRANT
-  = PINE TREE
-  = SAWTOOTH MANHOLE
-  = STORM MANHOLE
-  = SQUARE CURB DRAIN
-  = UNKNOWN MANHOLE
-  = YESTER MANHOLE
-  = WARM VALVE
-  = WOOD UTILITY POLE

LINE TYPE LEGEND

- FENCE = _____
 GARTERS IN: 13- OVER 14- 15- 16- 17- 18- 19- 20-
 SASH LANY BOWTIE = _____
 STORM SEWER = _____
 STAINLESS STEEL = _____

**BUILDING SETBACK TABLE**

ADDRESS	SEIBACK #
319 E. 4TH STREET	49.1"
418 S. ELM STREET	50.8"
425 S. ELM STREET	37.0"

* CRASH TO THE BACK DISTANCE TO EAST END OF E. 1st ST.

- [illegible]

STATE OF ILLINOIS
COUNTY OF JANE) SS.

WE, THE UNDERSIGNED CONSULTANTS, U.G. BLANCH PROFESSIONAL DESIGN FIRM INC. 154-04746, HAVE PREPARED THIS BOUNDARY AND TOPOGRAPHIC SURVEY. SURVEYERS HAS MADE NO INVESTIGATION OR PROFESSIONAL SEARCH FOR EVIDENCE OF RECORD, ENCUMBRANCE, E. HAS REVIEWED THE CONVEYANCE, CHAINED BY TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE BLANCH MAY DISCLOSE. THE PROFESSIONAL DESIGNER CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC

DATED AT MONTREAL, QUEBEC ON DECEMBER 17, 1988



86

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): Maresh Patel

Address of Subject Property: 428 E 55th st/ 5500 S County Line Rd
Hinsdale, IL 60521

If Applicant is not property owner, Applicant's relationship to property owner:

FOR OFFICE USE ONLY

Date Received: 1/6/21 CB Zoning Calendar No. V-01-21

PAYMENT INFORMATION: Check # Check Amount \$

SECTION 1- NAME & CONTACT INFORMATION

- Name: Maresh Patel
Address: 5500 S County Line Rd, Hinsdale, IL 60521
Telephone: [REDACTED] email: [REDACTED]

- Name: N/A
Address: _____
Telephone: _____ email: _____

- Name: _____
Address: _____
Telephone: _____ email: _____

- 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, ACCORDING
TO THE PLAT DOC# R83-13639 IN DUPAGE COUNTY , IL

- a. Attorney: _____
- b. Engineer: _____
- c. Architect: Mahesh Patel (Owner)
- d. Contractor: _____

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

a. 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 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.
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.
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. **Successive Application.** In the case of any application being filed less than two

years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

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

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

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

3-110C(1) Required total lot area of 15,000 sf ; Proposed lot is 12,136 sf, need 2,864 sf relief.

3-110C(4) code requires a lot depth of 125'. Proposed is 82'. Need 43' of relief.

3-110I(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. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
 - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
 - (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
 - (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
 - (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
 - (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially

injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

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

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.

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

SECTION IV

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

Name of Applicant: MAHESH PATEL

Signature of Applicant: 

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
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1.8 Plat of Survey	– 2 pages
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1.9 Existing Zoning	– 1 page
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1.10 Conformity	– 1 page
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1.11 Zoning Standards	– 2 pages
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Section II

2.1 Title	– 1 page
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2.5 Standards for Variation	– 6 pages
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Section III

3.1 Preliminary architectural drawings	- 5 pages
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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

PLAT OF SURVEY

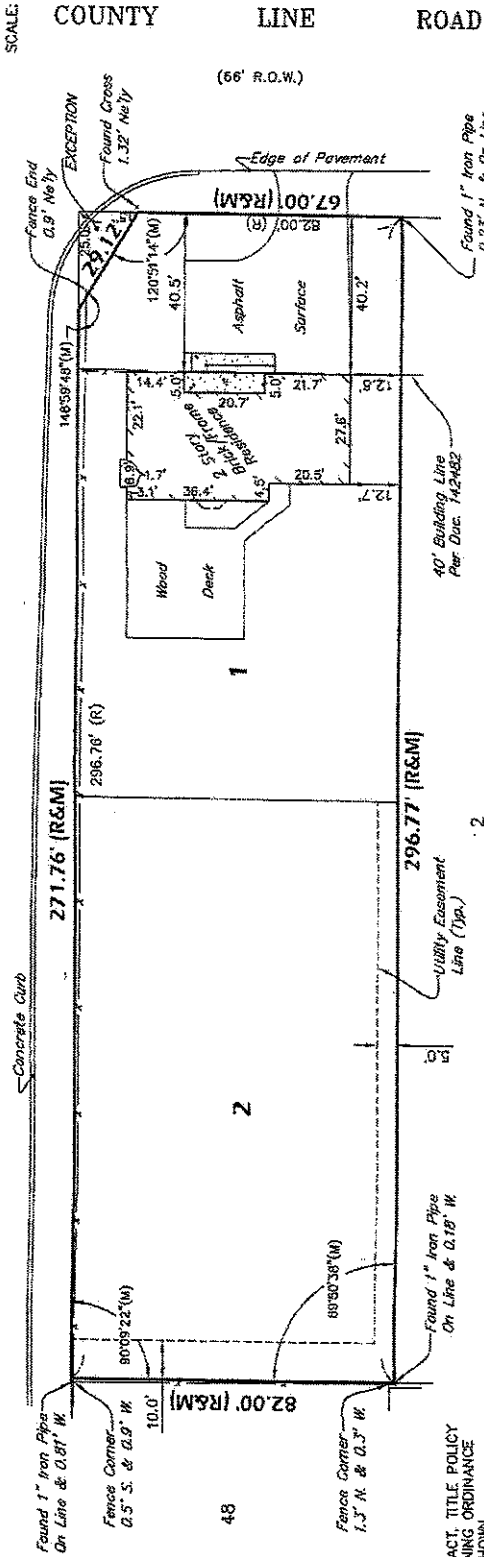
OF

LOT 1 (EXCEPT THAT PART FOR HIGHWAY DESCRIBED IN R92-086606) AND LOT 2 IN AVIGERS RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R83-13639, IN DUPAGE COUNTY, ILLINOIS.

55TH STREET

(R.O.W. VARIES)

SCALE: 1"=30'



AREA OF SURVEY:

CONTAINING 24,173± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN

STATE OF ILLINOIS
COUNTY OF DUPAGE

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED
THIS 12th DAY OF MARCH, 2012

[Signature]

IPLS No. 3483

MY LICENSE EXPIRES 11/30/12

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PROFESSIONAL DESIGN FIRM NO. 184-004196

PREPARED FOR: MTCLQ INVESTORS, LP

JOB ADDRESS: 5500 SOUTH COUNTY LINE ROAD

HINSDALE, ILLINOIS

Professional Land Surveying, Inc.

2900 Ogden Avenue Suite 110

Liste, Illinois 60532

Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: JJK FLD. BK./PG. NO.: 78/01

COMPLETION DATE: 03/14/12 JOB NO.: 126807

REVISED:

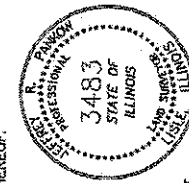
SYMBOL LEGEND

CONCRETE SURFACE

FENCE LINE

RECORD DATA

MEASURED DATA



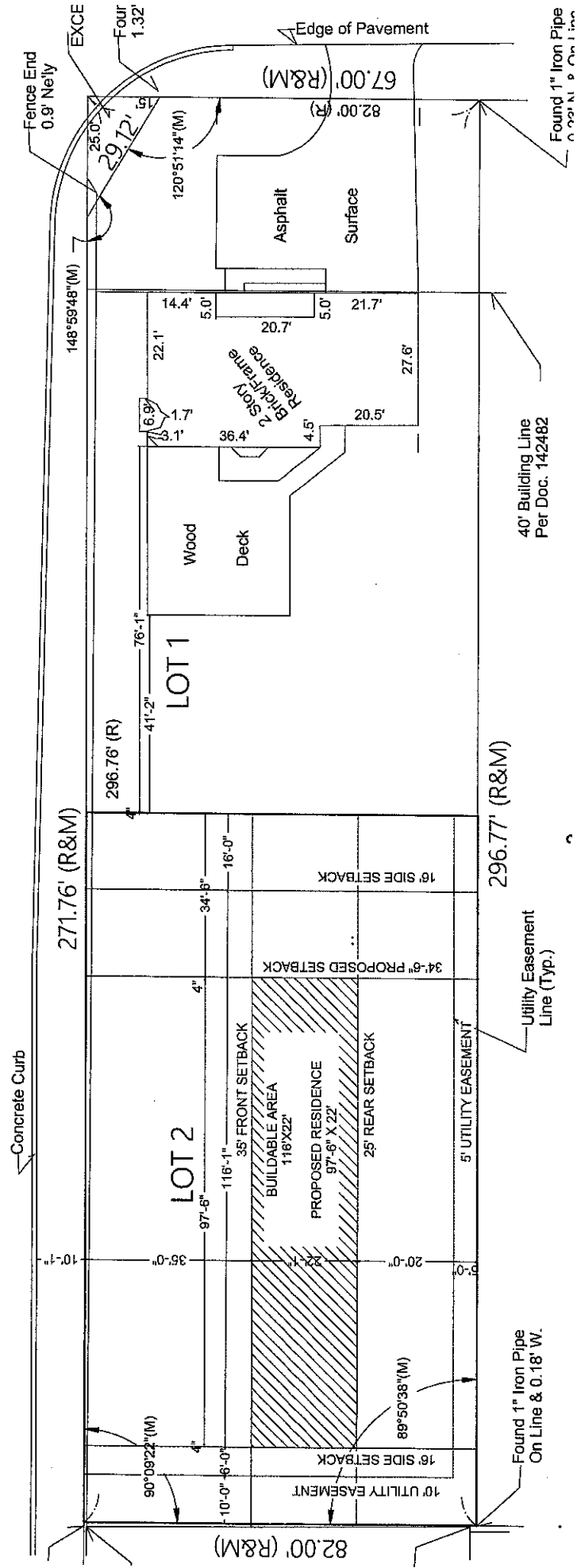
© 2012 PLS INC., ALL RIGHTS RESERVED

1.8 PLAT OF SURVEY

NOT TO SCALE

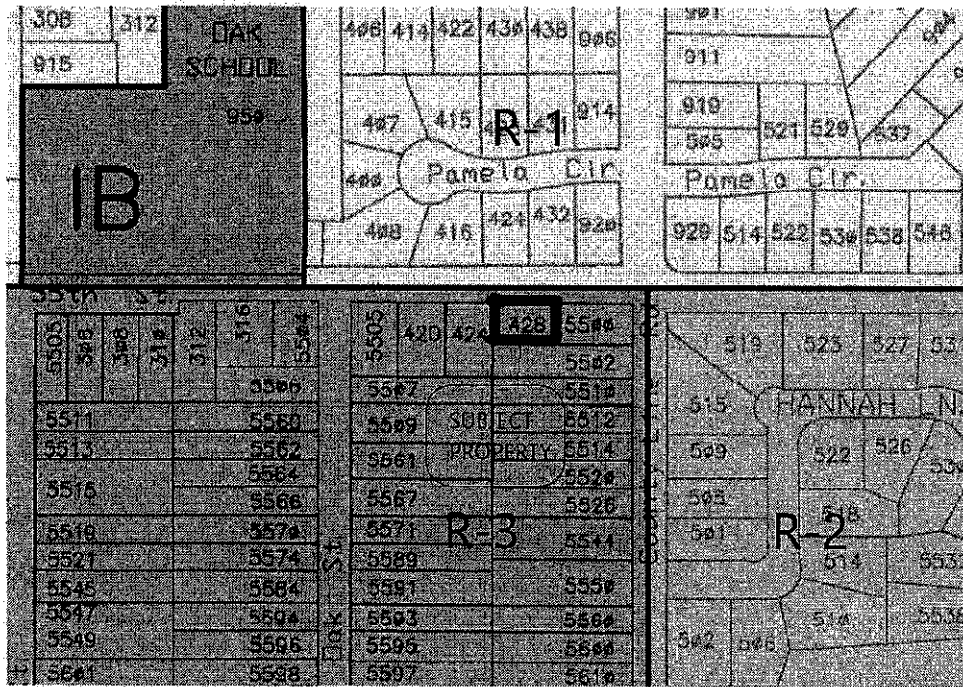
55TH STREET

(R.O.W. VARIES)



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

1.9 Existing Zoning:

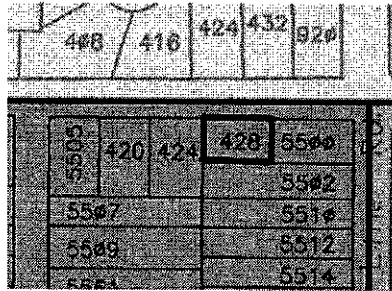


428 E 55TH ST, HINSDALE, IL IS IN R-3 SINGLE FAMILY ZONING DISTRICT

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 55th street has lot area of 12,136 sq.ft

Required variance relief of $(15,000 \text{ sq.ft.} - 12,136 \text{ sq.ft.}) = 2,864 \text{ sq.ft.}$

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 $(48.25' - 35') = 13.25'$

-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:				
		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
	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 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	0.24 plus 1,200 square feet $(=1200+(0.24*148*82))$ =4112.64 sq.ft MAX	4112.1	COMPLY
F. Maximum building coverage:				
	Maximum combined total principal and accessory uses	25% $(=.25*148*82)=3034$ sq.ft MAX	2105.48	COMPLY
G. Maximum lot coverage		50% $(=.50*148*82)= 6068$ sqft MAX	5227.61	COMPLY

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:			
	Front	35'	40.2'
	Minimum side yards:		
	Corner side	35'	12.5'

	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.

2.1 TITLE (SHOWING PROOF OF OWNERSHIP)

QUIT CLAIM DEED

KNOWN ALL MEN BY THESE PRESENT, that Andrzej Powroznik, Barbara Powroznik, AND Andrzej Powroznik, as Trustee under Trust Agreement Dated February 11, 2009 and any amendments thereto known as the Andrzej 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, do hereby CONVEY AND QUITCLAIM 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:

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

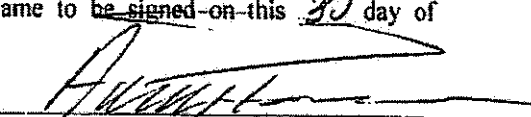
Address of Real Estate: ~~5300 South County Line Road, Hinsdale, Illinois 60521~~

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

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.

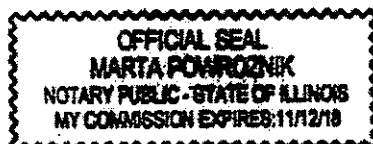
IN WITNESS WHEREOF, the Grantor caused its name to be signed on this 30 day of July, 2018.


Andrzej Powroznik, Individually

STATE OF ILLINOIS)
COUNTY OF COOK)

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.

GIVEN under my hand and seal this 30 of July, 2018.




Notary Public

FRED BUCHOLZ

DUPAGE COUNTY RECORDER

SEP. 06, 2018
QCD

RHSP

1:34 PM

\$40.00 09-13-207-046

002 PAGES R2018-083946

Above Space for Recorder's Use Only

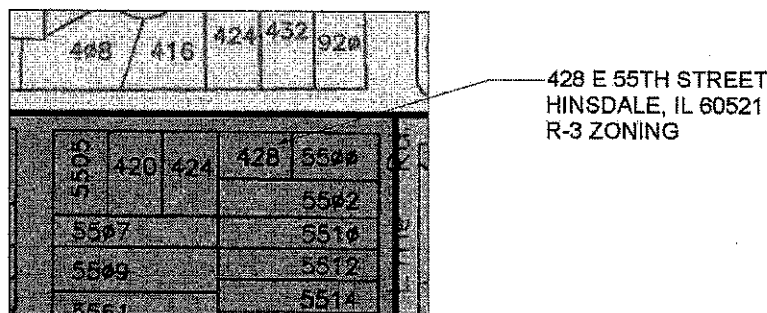
2.5 Standards for Variation

"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	1	2	3
5507			5510		
5509			5512		

County Line Rd

- 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:

5505	420	424	428	5500
5507			5502	
			5510	
			5512	

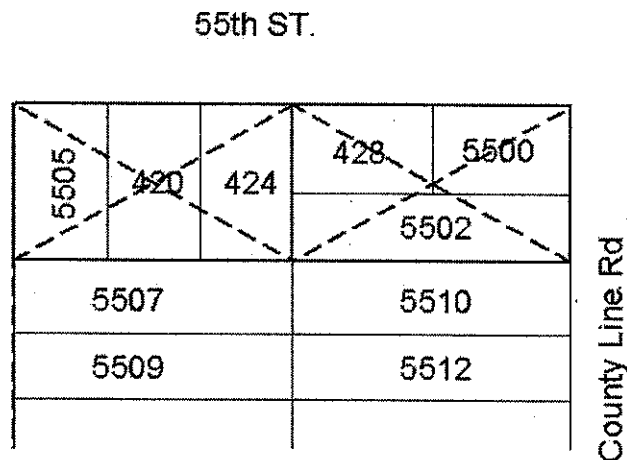
- Here two lots (5500 and 5502) are facing less busy county line road, lot 5502 and 428 are both away from the busy cross section and is more desirable to most buyers compared to the hypothetical land plan option. This layout also mitigates traffic issue. This layout offers higher economical value for 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:

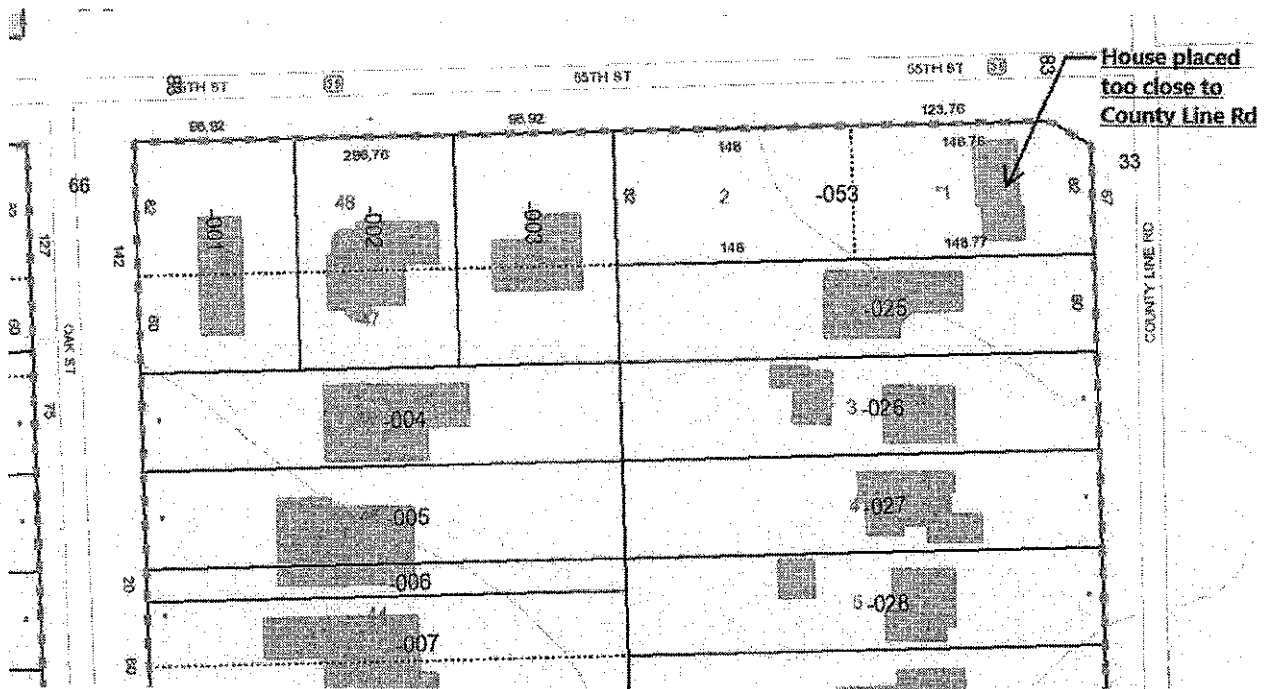
- The above mentioned unique physical condition is not created by the owners.

(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.

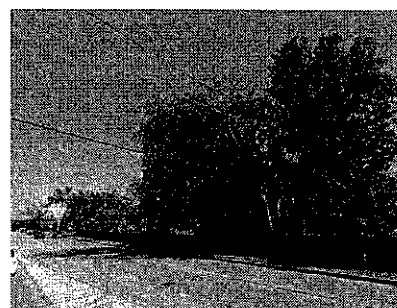


- Above image shows that lots 5505, 420 and 424 has same total land size as lots 428, 5500 and 5503. Yet there are three homes on the left side but only two homes on the right side. A new home on 428 would balance out this inequality.
- If this variance is denied, it will prohibit owners from building 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 un-manicured 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.

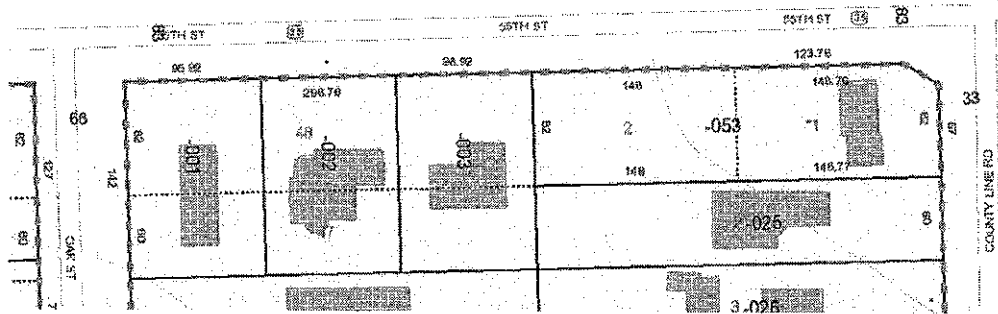
(f) Essential Character of the Area:

- 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 flood 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'

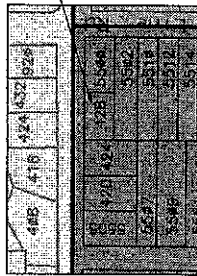
Also, the neighboring lots - 420 and 424 E 55th st also do not meet lot size of 15,000 sq ft.

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.

LIST OF DRAWINGS:

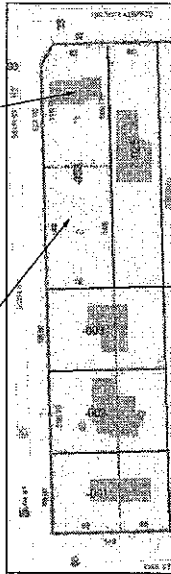
1. SITE LOCATION & ZONING CALCULATIONS
2. PROPOSED SITE PLAN AND 3D VIEWS
3. PROPOSED FLOOR PLANS
4. PROPOSED ELEVATIONS
5. PROPOSED PLANS/ELEVATIONS



428 E 55TH STREET
HINSDALE, IL 60521
R-3 ZONING

EXISTING HOME ON 5500 S. COUNTY LINE ROAD IS LOCATED CLOSER TO COUNTY LINE ROAD AS A HOME WAS EXPECTED TO BE BUILT ON 428 E. 55TH ST LOT. IF 428 WAS A NOT BUILDABLE LOT, THE HOME WOULD HAVE BEEN PLACED FURTHER AWAY FROM THE TRAFFIC (LIKE OTHER HOMES FACING THE COUNTY LINE ROAD)

428 E 55TH STREET
HINSDALE, IL 60521



VILLAGE OF HINSDALE ZONING MAP, YEAR 2019

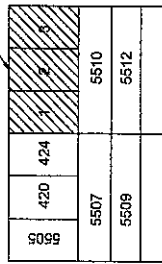
PARCEL VIEWER FROM DU PAGE COUNTY WEBSITE

ARIAL VIEW OF PARCELS FROM GOOGLE MAPS



428 E 55TH STREET
HINSDALE, IL 60521
VACANT LOT IS TOO MUCH LAND TO
MAINTAIN FOR \$500 S. COUNTY LINE AS A
RESULT IT STAYS AS UN-MANICURED LOT.

55th ST.

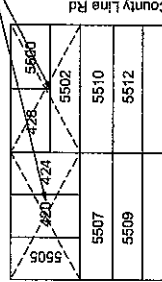


IF ALL THE LOTS WERE DESIGNED TO FACE 55TH STREET, IT WOULD HAVE RESULTED IN A VERY POOR TRAFFIC SITUATION FOR THE TWO LOTS NEARING THE 55TH AND COUNTY LINE JUNCTION.

EXISTING LAND PLANNING MAXIMIZES THE VALUE FOR THE THREE LOTS, WHERE TWO LOTS ARE DESIGNED TO FACE LESS BUSY COUNTY LINE ROAD AND ONE LOT IS FACING 55TH STREET WHICH IS THE FURTHEST AWAY LOT FROM THE CORNER JUNCTION. AS A RESULT THE LOT FOR 428 E 55TH ST HAS A 90 DEGREE ROTATION (SWAPPING WIDTH AND DEPTH DEFINITION FOR ZONING COMPLIANCE)

THIS MAKES THE LOT EXTRA ORDINARILY WIDE BUT MAKES IT NOT DEEP ENOUGH FOR THE LOT DEPTH REQUIREMENT FOR R-3 ZONING. (Unique Physical Condition)

55th ST.

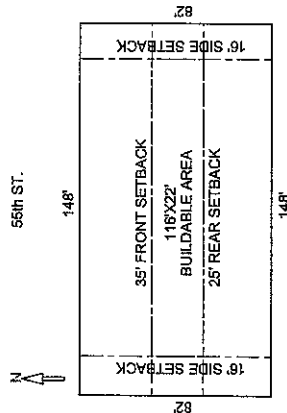


LOTS 5505, 420 AND 424 (3 HOMES) ARE SITUATED ON APPROX. THE SAME SIZE LAND AS 5500 5502 AND 428 LOTS (WHERE ONLY TWO HOMES CURRENTLY EXIST, REQUESTING VARIANCE TO BUILD ON 428 LOT)

428 E 55TH ST LOT IS ROTATED 90 DEGREES, WHICH MAKES ITS WIDTH AND DEPTH DIFFERENT FROM ADJACENT LOTS. (Unique Physical Condition)

HYPOTHETICAL LAND PLANNING

TO DEMONSTRATE WHY 428 E 55TH STREET LOT HAS A UNIQUE PHYSICAL CONDITION



55th ST.

148'

148'

ACTUAL (EXISTING) LAND PLANNING

Hinsdale R-3 Block Regulations		14.3. Requirements	PROPOSED 428 E 55TH ST	COMPLY
A. Maximum height	30'	30'	28'	COMPLY
B. Maximum elevation	47'	47'	30'	COMPLY
C. Minimum lot area and dimensions				
Total lot area (square feet)	15,000	15,000	12,736	VARIANCE
Lot area per unit (square feet)	15,000	15,000	12,736	VARIANCE
Minimum lot	70'	70'	148' (too wide then normal lots due to orientation)	COMPLY
Lot depth	125'	125'	82' (does not comply, due to orientation)	VARIANCE
Front Minimum side yards	35'	35'	35'	COMPLY
Minimum side				
Minimum lot				
Minimum floor area ratio				
Minimum building coverage				
Minimum lot coverage				
Minimum setback between principal and accessory structures				

ZONING CALCULATIONS

NEED VARIANCE FOR LOT DEPTH AND LOT SIZE ONLY (DUE TO UNIQUE PHYSICAL CONDITION). ALL OTHER REQUIREMENTS ARE MET.

428 E 55TH ST LOT BUILDABLE AREA

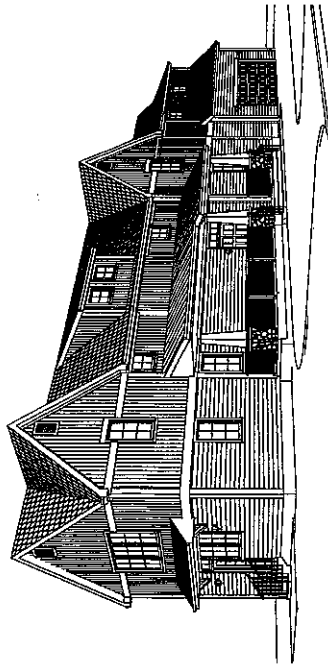
NOT TO SCALE

PROPERTY ADDRESS:
428 E 55TH STREET,
HINSDALE, IL 60521

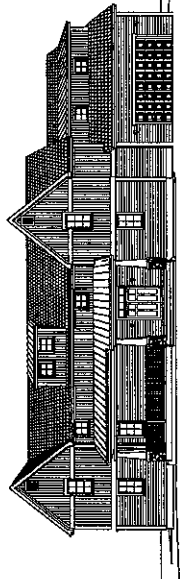
OWNERS:
MRS. SHIVANGI PATEL &
MR. MAHESH PATEL, ARCHITECT
PHONE: 312-375-7787
EMAIL: THEREBO@GMAIL.COM

DRAWING NUMBER:
1 OF 5
DRAWING NAME:
SITE LOCATION & ZONING
CALCULATIONS

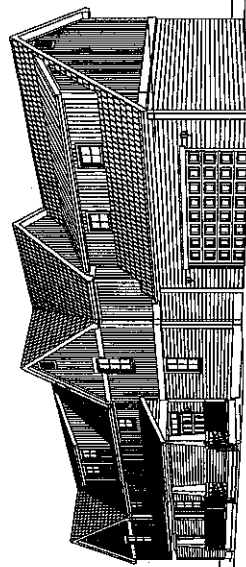
VARIANCE APPEAL FOR
THE PATEL RESIDENCE



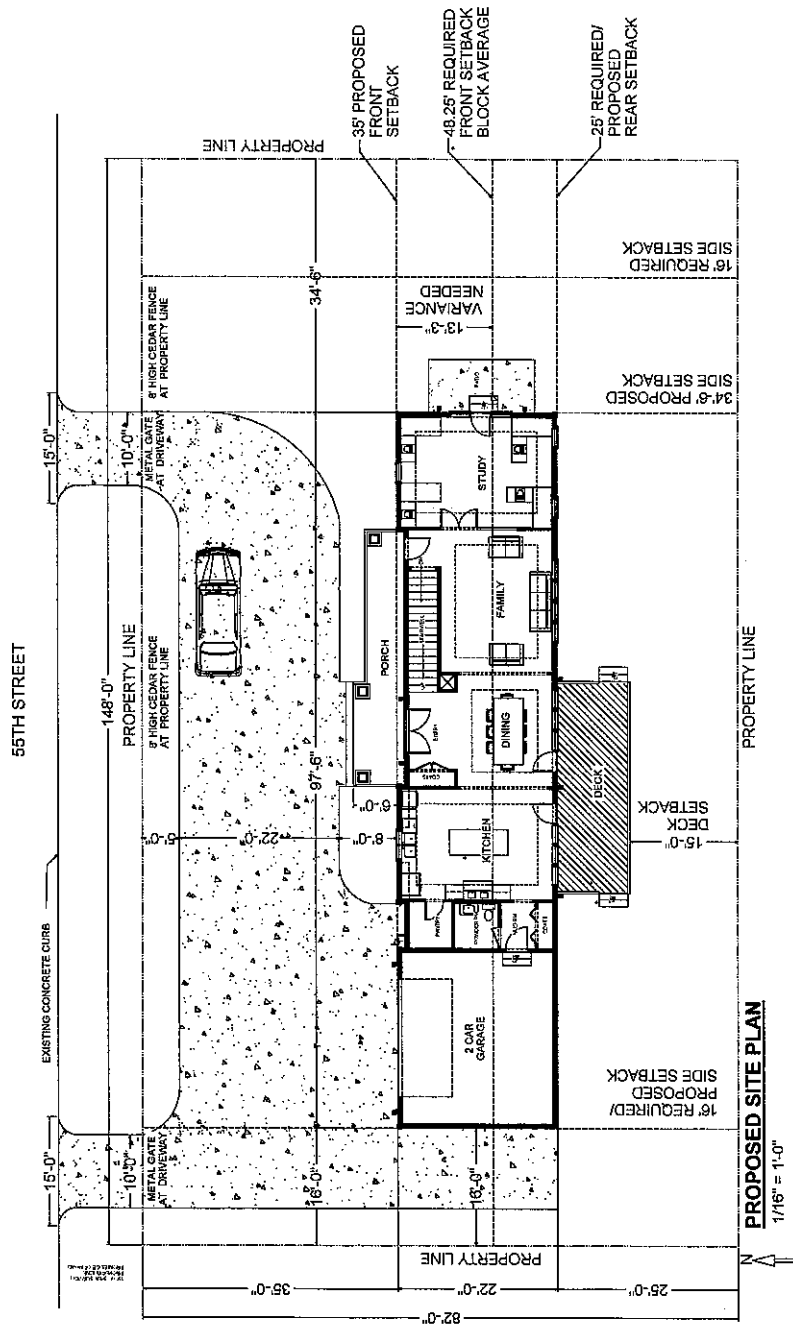
PROPOSED HOME 3D VIEW
NOT TO SCALE



PROPOSED HOME 3D VIEW
NOT TO SCALE



PROPOSED HOME 3D VIEW
NOT TO SCALE



LOT COVERAGE & BUILDING COVERAGE:

Maximum Lot Coverage	100.00
Current Coverage	50.00
Maximum Building Coverage	50.00
Current Building Coverage	50.00
Maximum Lot Coverage	100.00
Current Coverage	50.00
Maximum Building Coverage	50.00
Current Building Coverage	50.00

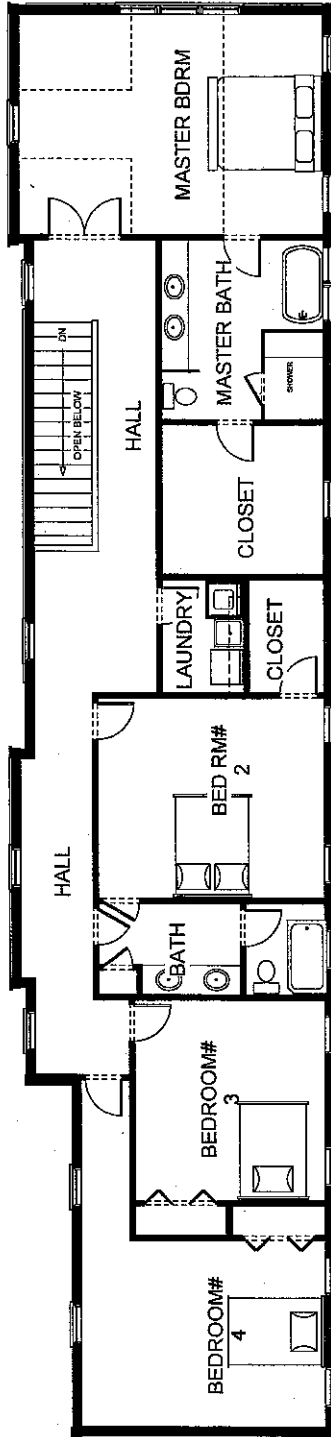
Maximum Building Coverage	100.00
Current Building Coverage	100.00
Maximum Lot Coverage	100.00
Current Coverage	100.00

PROPERTY ADDRESS:
428 E 55TH STREET,
HINSDALE, IL 60521

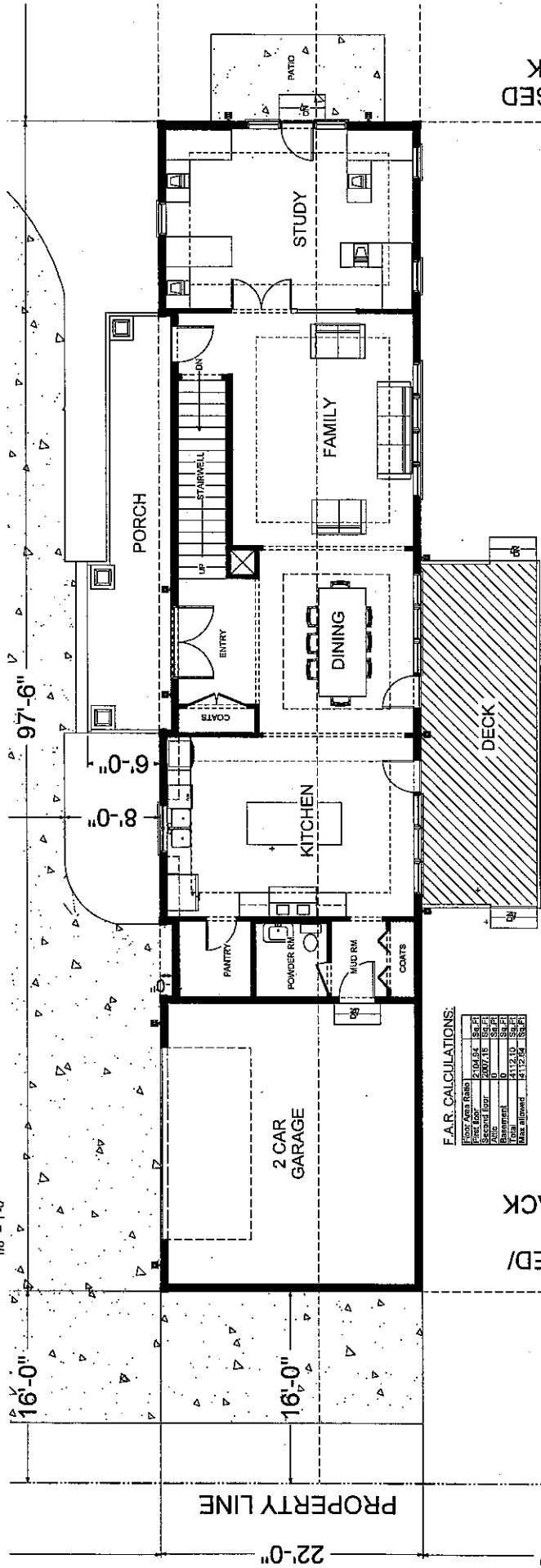
**VARIANCE APPEAL FOR
THE PATEL RESIDENCE**

OWNERS:
MRS. SHIVANGI PATEL &
MR. MAHESH PATEL, ARCHITECT
PHONE: 312-375-7787
EMAIL: THEREDE@GMAIL.COM

DRAWING NUMBER:
2 OF 5
DRAWING NAME:
PROPOSED SITE PLAN AND 3D
VIEWS



PROPOSED SECOND FLOOR PLAN
1/8" = 1'-0"



F.A.R. CALCULATIONS:

Room Area	Ratio	Sq. Ft.	Sq. Ft.
First Floor	2104.54	18.41	18.41
Second Floor	2077.15	18.21	18.21
Basement	0	0.00	0.00
Total	4181.69	36.62	36.62
Max Allowed	4172.64	36.51	36.51

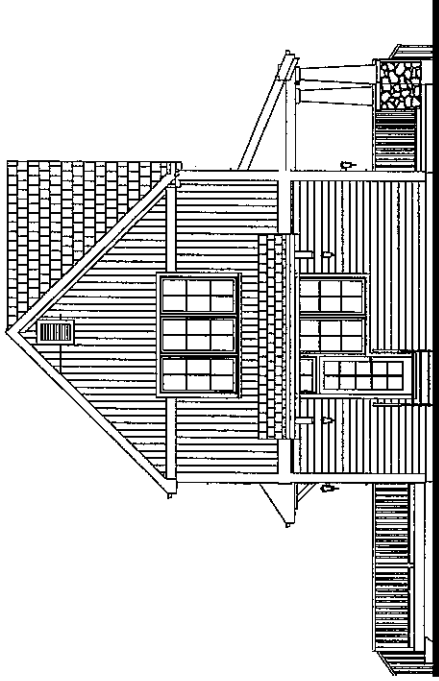
PROPOSED FIRST FLOOR PLAN
1/8" = 1'-0"

PROPERTY ADDRESS:
428 E 55TH STREET,
HINSDALE, IL 60521

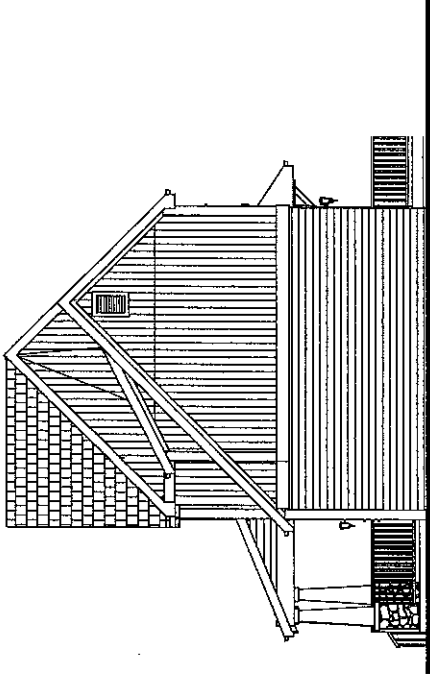
OWNERS:
MRS. SHIVANGI PATEL &
MR. MAHESH PATEL, ARCHITECT
PHONE: 312-375-7787
EMAIL: THEREDB@GMAIL.COM

DRAWING NUMBER:
3 OF 5
DRAWING NAME:
PROPOSED FLOOR PLANS

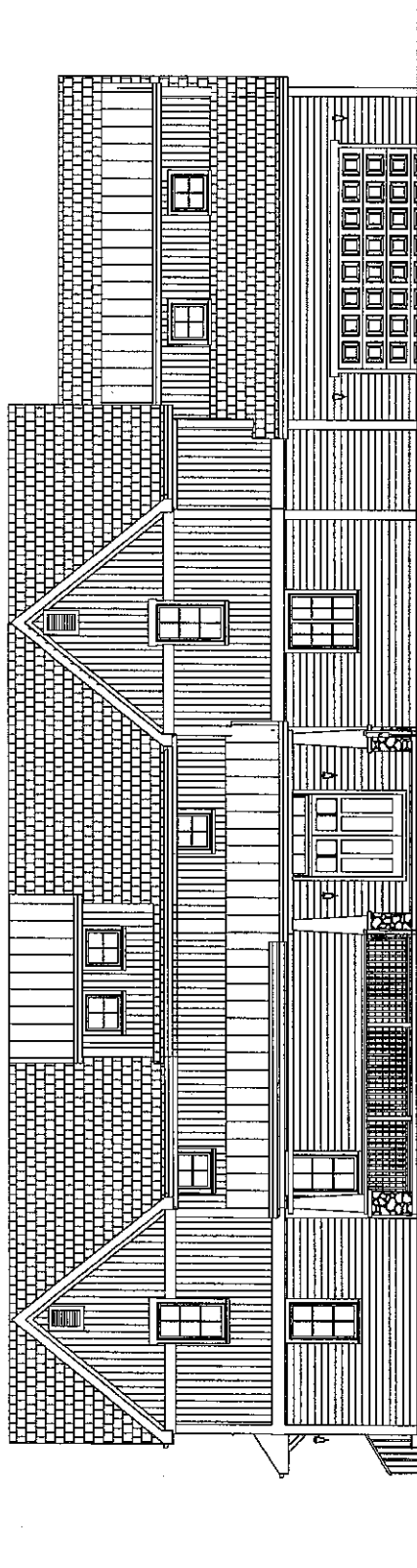
VARIANCE APPEAL FOR THE PATEL RESIDENCE



PROPOSED EAST SIDE ELEVATION
1/8" = 1'-0"



PROPOSED WEST SIDE ELEVATION
1/8" = 1'-0"



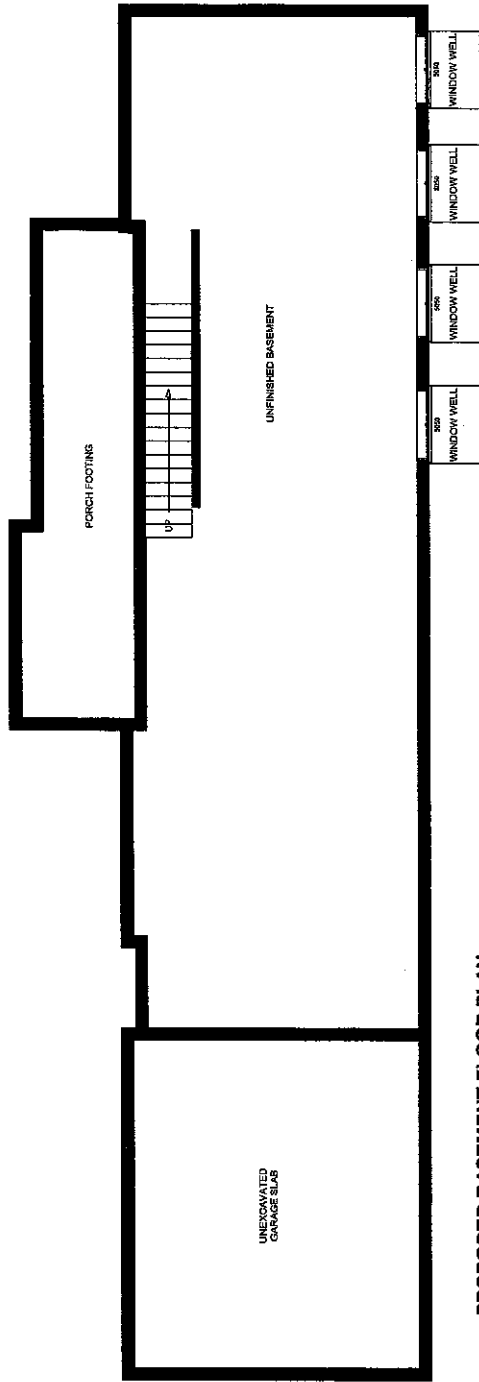
PROPOSED FRONT/ NORTH SIDE ELEVATION
1/8" = 1'-0"

PROPERTY ADDRESS:
428 E 55TH STREET,
HINSDALE, IL 60521

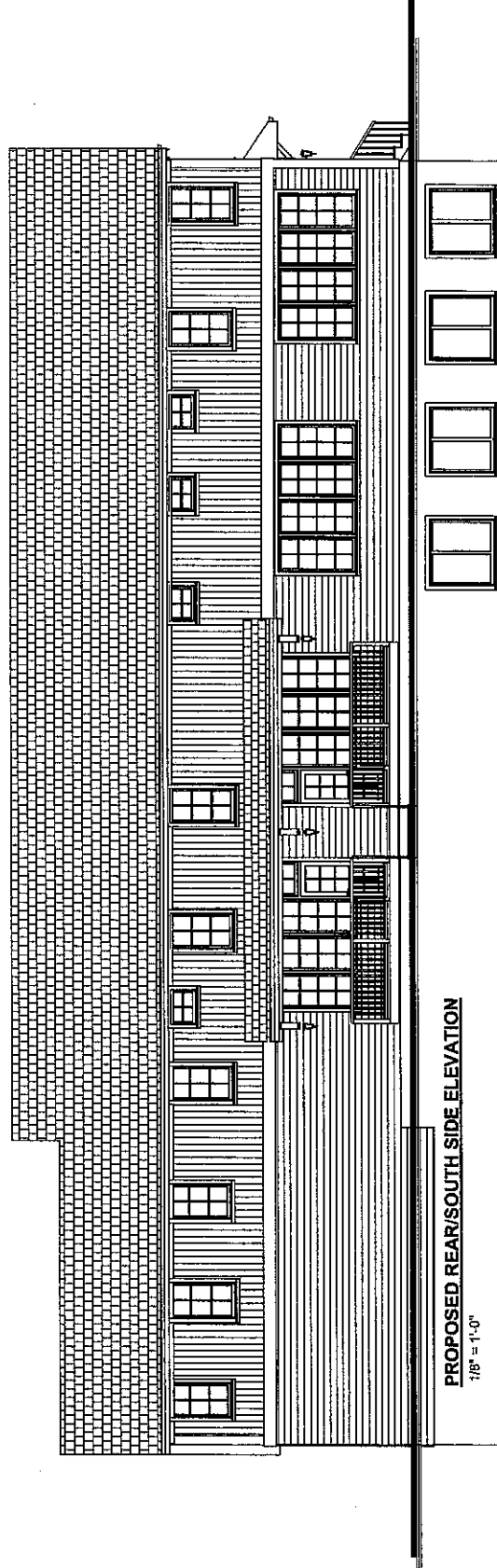
OWNERS:
MRS. SHIVANGI PATEL &
MR. MAHESH PATEL, ARCHITECT
PHONE: 312-376-7787
EMAIL: THEREDOB@GMAIL.COM

DRAWING NUMBER:
4 OF 5
DRAWING NAME:
PROPOSED ELEVATIONS

VARIANCE APPEAL FOR THE PATEL RESIDENCE



PROPOSED BASEMENT FLOOR PLAN
 1/8" = 1'-0"



PROPERTY ADDRESS:
 428 E 58TH STREET,
 HINSDALE, IL 60521

OWNERS:
 MRS. SHIVANGI PATEL &
 MR. MAHESH PATEL, ARCHITECT
 PHONE: 312-375-7787
 EMAIL: THEREEDS@GMAIL.COM

DRAWING NUMBER:
 5 OF 5
DRAWING NAME:
 PROPOSED PLANS/ELEVATIONS

**VARIANCE APPEAL FOR
 THE PATEL RESIDENCE**

8c

MEMORANDUM

TO: 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 Property: 33 South Garfield Street

If Applicant is not property owner, Applicant's relationship to property owner:

FOR OFFICE USE ONLY

Date Received: 1/13/21 CB Zoning Calendar No. V-02-21

PAYMENT INFORMATION: Check # _____ Check Amount \$ _____

SECTION 1- NAME & CONTACT INFORMATION

1. **Owner.** Name, mailing address, telephone number and email address of owner:

Name: Kevin Flynn

Address: 33 South Garfield Street, Hinsdale

Telephone: [REDACTED] email: [REDACTED]

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

Name: N/A

Address: _____

Telephone: _____ email: _____

3. **Applicant.** Name, address, telephone number and email address of applicant, if different from owner:

Name: Kevin Flynn

Address: 33 South Garfield Street, Hinsdale

Telephone: [REDACTED] email: [REDACTED]

4. **Subject Property.** Address, PIN Number, and legal description of the subject property, use separate sheet for legal description, if necessary.

PIN Number: 09-12-201-004 See plat of survey for Legal Description.

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

a. Attorney: _____

b. Engineer: _____

c. Architect: 845 Design Group, PC Jamie Zaura 708.268.9719 jamiez@845designgroup.com

d. Contractor: _____

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

a. _____

b. _____

7. **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. **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.
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.
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. **Successive Application.** In the case of any application being filed less than two

years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

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

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

Please see attached document.

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

Please see attached document.

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.)

Please see attached document.

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
 - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
 - (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
 - (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
 - (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
 - (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
 - (1) Would be materially detrimental to the public welfare or materially

injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

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

Please see 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.

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

SECTION IV

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

Name of Applicant: KEVIN FLYNN

Signature of Applicant: P. Kevin Flynn

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.

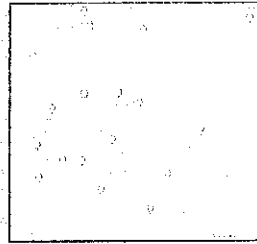
- (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; 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.

EXACTA

LAND SURVEYORS, LLC



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

SURVEY NUMBER: 2011.4851

FIELD WORK DATE: 11/25/2020

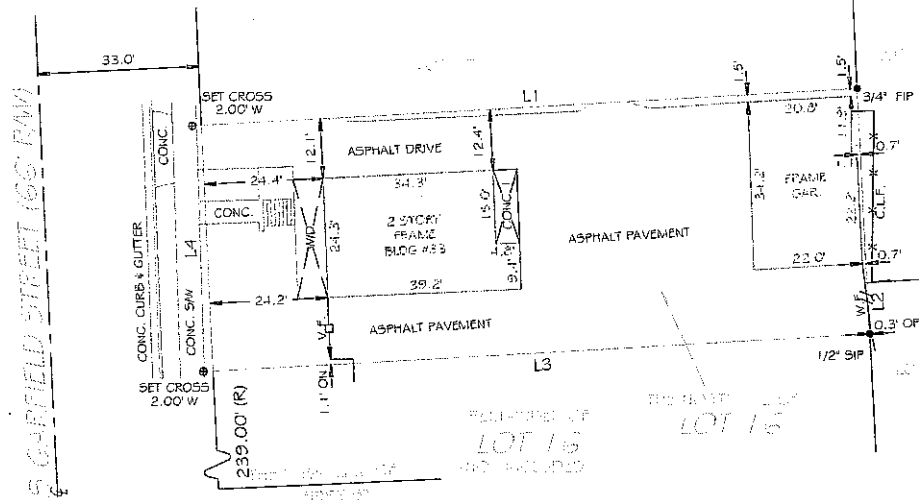
REVISION DATE(S): (REV 0 12/3/2020)

2011.4851
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:

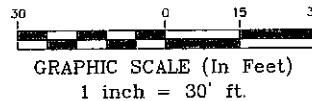
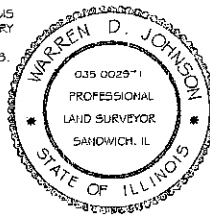
- L1 N 87°02'18" E 133.29' (C) 133.50' (R)
- L2 S 2°39'19" E 50.01' (C) 50.00' (R)
- L3 S 87°02'24" W 133.36' (C) 133.50' (R)
- L4 N 2°34'22" W 50.01' (C)



STATE OF ILLINOIS } 55
COUNTY OF LA SALLE

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF NOVEMBER, 2020 AT 1568 HOLIDAY DRIVE, SANDWICH, IL 60548.

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS
PROFESSIONAL DESIGN FIRM 184008059-0008



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POINTS OF INTEREST

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.

DE CARAPIN-GRAM

transferring title...

EXACTA LAND SURVEYORS, LLC

184008059
316 East Jackson Street, Morris, IL 60450
P: 773.305.4011

Please remit payment to: 1590 West 3rd Street, MZ130 | Cleveland, OH 44113

ZONING ANALYSIS:

33 SOUTH GARFIELD STREET
HINSDALE, ILLINOIS 60521

DRAWING INDEX
ARCHITECTURAL

A000 COVER SHEET AND ARCHITECTURAL SITE PLAN

ZONING SUMMARY

SPECIALTY OFFICE DISTRICT D-1 ZONING

LOT AREA: 6,688 SQ. FT.
MAIN BUILDING IS AN EXISTING OFFICE SUITE
EXISTING ACCESSORY STRUCTURE IS A RESIDENCE

	ALLOWABLE	ACTUAL
MAX FLOOR AREA RATIO (FAR) =	2,657.2 SQ. FT.	2,386 SQ. FT. (MEETS CODE)
MAX LOT COVERAGE (80%) =	5,344.4 SQ. FT.	5,761 SQ. FT. (DOES NOT MEET CODE)
MAX TOTAL BLDG COVERAGE (85%) =	2,333.8 SQ. FT.	1,624 SQ. FT. (MEETS CODE)
PERMITTED D-1 USES AND CURRENT USES OF MAIN BUILDING: INVESTMENT BROKERS, NATUROPATH, AND ATTORNEY		
ACTUAL SQUARE FOOTAGE OF TWO BUILDINGS		
MAIN BUILDING FIRST FLOOR		886 SQ. FT.
MAIN BUILDING SECOND FLOOR @ 7' CEILING OR HIGHER		523 SQ. FT.
ACCESSORY BUILDING FIRST FLOOR		739 SQ. FT.
ACCESSORY BUILDING SECOND FLOOR @ 7' CEILING OR HIGHER		210 SQ. FT.
TOTAL		2,358 SQ. FT.

PROJECT CONTACTS

Architect
845 Design Group P.C.
105 Calumet Court No. 131
LaGrange, IL 60525
Jamil Zaura, AIA, LEED AP BD+C
P: 708.872.4146

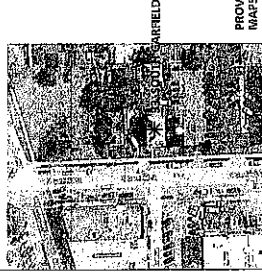
Owner/Client

Kevin Flynn
pkvflynn@comcast.net
P: 312.919.1104

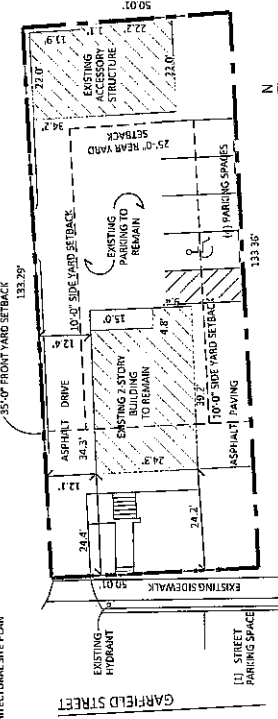
APPLICABLE CODES

2006 International Building Code*
2020 International Energy Conservation Code - Commercial with State of Illinois Amendments
2016 International Property Maintenance Code*
Illinois State Plumbing Code- Most Current
State of Illinois Accessibility Code - Most Current
2005 National Electrical Code (NEC)*
2003 NFPA 101 Life Safety Code*
2006 International Fire Code*
2006 International Mechanical Code*
2005 International Fuel Gas Code*
2002 Edition of NFPA 72*
2002 Edition of NFPA 13*
* with Village of Hinsdale amendments

PROJECT LOCATION



ARCHITECTURAL SITE PLAN



ARCHITECTURAL SITE PLAN

REQUIRED BY VILLAGE OF HINSDALE
MAXIMUM HEIGHT 30' 2.5 STORIES
MAXIMUM HEIGHT ACCESSORY STRUCTURES 15'
LOT WIDTH 60'
LOT DEPTH 125'

FRONT SETBACK 35'
SIDE SETBACK 10'
REAR SETBACK 25'
ACCESSORY STRUCTURE SETBACKS OF 5'

OUTSIDE STAIRWAYS CAN PROJECT 3' FROM EXTERIOR WALL AND HAVE A HEIGHT OF 4'

PARKING GROSS SQ. FOOTAGE 0-10,000 1 FOR EACH 250 SQ. FT. OF NET FLOOR AREA

EXISTING LOT
MEETS CODE REQUIREMENT
EXISTING STRUCTURE IS 2 STORIES AND IS NON-CONFORMING
LOT IS NON-CONFORMING
MEETS CODE REQUIREMENT

NON-CONFORMING
MEETS CODE REQUIREMENT FOR MAIN BUILDING
MEETS CODE REQUIREMENT FOR MAIN BUILDING
NON-CONFORMING DOES NOT MEET SETBACK REQUIREMENT

MAIN BUILDING SQ. FT. IS 1,437 SQ. FT./250 = 6 PARKING SPACES
RESIDENCE (ACCESSORY BUILDING) REQUIRES = 3 PARKING SPACES
(9) PARKING SPACES ARE REQUIRED ON PROPERTY, 4 SPACES ARE AVAILABLE)

ISSUED FOR ZONING BOARD OF APPEALS
JANUARY 20, 2021

845 DESIGN GROUP

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