

VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS
MINUTES OF THE MEETING
April 16, 2014

1. CALL TO ORDER

Chairman Debra Braselton called the regularly scheduled meeting of the Zoning Board of Appeals to order on Wednesday, April 16, 2014 at 6:35 p.m. in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois.

2. ROLL CALL

Present: Chairman Debra Braselton, Members Marc Connelly, Gary Moberly, Keith Giltner and Rody Biggert

Absent: Members Bob Neiman and John Callahan

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

3. APPROVAL OF MINUTES – March 19, 2014

Corrections were made to the language of the draft minutes. Member Biggert moved to **approve the minutes of the regularly scheduled meeting of March 19, 2014, as amended.** Member Moberly seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Biggert and Chairman Braselton

NAYS: None

ABSTAIN: None

ABSENT: Members Neiman and Callahan

Motion carried.

4. APPROVAL OF FINAL DECISION

a) **V-01-14, 330 Chestnut Street**

Chairman Braselton introduced the item asking for changes or corrections. There being none, Member Moberly moved **Approval Of Final Decision for V-01-14, 330 Chestnut Street.** Member Connelly seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Biggert and Chairman Braselton

NAYS: None

ABSTAIN: None

ABSENT: Members Neiman and Callahan

Motion carried.

1 **5. RECEIPT OF APPEARANCES - None**

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

5
6 **7. PRE-HEARING AND AGENDA SETTING – None**

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8 **8. PUBLIC HEARINGS – None**

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10 **9. NEW BUSINESS – None**

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12 **10. UNFINISHED BUSINESS – None**

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14 **11. ADJOURNMENT**

15 With no further business before the Zoning Board of Appeals, Member Moberly
16 made a motion to **adjourn the meeting of the Zoning Board of Appeals of**
17 **April 16, 2014.** Member Biggert seconded the motion.

18
19 **AYES:** Members Connelly, Moberly, Giltner, Biggert and Chairman Braselton

20 **NAYS:** None

21 **ABSTAIN:** None

22 **ABSENT:** Members Neiman and Callahan

23
24 Motion carried.

25
26 Chairman Braselton declared the meeting adjourned at 6:39 p.m.

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29
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31 _____
32 Christine M. Bruton
33 Village Clerk

Approved: _____

**VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS
MINUTES OF THE MEETING
October 15, 2014**

1. CALL TO ORDER

Chairman Bob Neiman called the regularly scheduled meeting of the Zoning Board of Appeals to order on Wednesday, October 15, 2014 at 6:34 p.m. in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois.

2. ROLL CALL

Present: Chairman Bob Neiman, Members Gary Moberly, Marc Connelly, Keith Giltner, Kathryn Engel and John Podliska

Absent: Member Rody Biggert

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

3. APPROVAL OF MINUTES

a) April 16, 2014

There were not enough eligible voting members present to approve. Chairman Neiman asked that the minutes be moved to the next regularly scheduled meeting for approval.

b) August 20, 2014

Member Moberly moved **to approve the minutes of the meeting of August 20, 2014, as amended.** Member Engel seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Engel and Chairman Neiman

NAYS: None

ABSTAIN: Member Podliska

ABSENT: Member Biggert

Motion carried.

c) September 17, 2014

Chairman Neiman made a correction to the draft minutes. Member Giltner moved **to approve the minutes of the meeting of September 17, 2014, as amended.** Member Moberly seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Podliska

NAYS: None

ABSTAIN: Member Engel and Chairman Neiman

ABSENT: Member Biggert

1 Motion carried.
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4 **4. APPROVAL OF FINAL DECISION – None**
5

6 **5. RECEIPT OF APPEARANCES**

7 All persons intending to speak at the public hearings were sworn in by the
8 court reporter.
9

10 **6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO**
11 **MAKE PUBLIC COMMENT OF A GENERAL NATURE – None**
12

13 **7. PRE-HEARING AND AGENDA SETTING – None**
14

15 **8. PUBLIC HEARINGS**

16 a) **V-06-14, 949 and 955 Cleveland Road** (*transcript on file*)

17 Mr. Scott Day and Ms. Christina Morrison, attorneys for homeowners Greg
18 and Christina Steil, addressed the Board. Mr. Day described the current
19 ownership of the properties and that the owners are seeking a variation
20 from §9-1-4(f)(3); parking and driveway stipulations. The code states that
21 the driveway shall not be located closer than one foot from the property.
22 Mr. Day said they are asking for one of two alternative requests. The first
23 regards the interpretation of the code that prohibits crossing the property
24 lines. The second option constructs a code compliant driveway on both lots
25 and both would be adjacent with a strip of grass in between. Chairman
26 Neiman asked why a variation would be required on the code compliant
27 second option. Mr. Day explained that the property would have to be
28 considered as one zoning lot, but these are two lots of record. Option #1
29 would eliminate the two foot strip and eliminates curb cuts and Option #2
30 fills in the strip, but is a longer driveway.

31 Mr. Michael Graham, architect on the project, explained the driveway they
32 are proposing has less impermeable surface and fewer curb cuts, which
33 they believe is also an intention of the code. They hope to make the
34 property look like a bigger estate and avoid adding another driveway to the
35 parcel.

36 Mr. Day noted this is a co-owned property, not the situation the code would
37 normally address. After the Village completed the street improvements, a
38 storm drain had been placed where they were putting the driveway. There
39 is an existing elm tree and a sanitary sewer manhole cover. These make
40 installing a second driveway more intrusive, however, Option #1 has none
41 of these problems. He explained this is a unique situation because the first
42 home had already been permitted, but if they had then consolidated the
43 lots, the setbacks would have changed and a variation would be required
44 for the house on the consolidated lot. Both permitted houses were in full
45 compliance with code as two parcels. If consolidated, the second home

1 would be an accessory structure and as permitted, too large. In order to
2 allow crossing a property line of two adjacent lots with the same owner, a
3 text amendment would be required. This would be broad relief, and it was
4 agreed that the variation, as requested, is narrower relief. He stated our
5 code encourages applicants to seek the narrowest relief they can.
6 Discussion followed regarding what Mr. Day believes are conflicting code
7 provisions. He contended that every driveway traverses a lot line to get to
8 the street.

9 He addressed the standards required for approval. This situation is unique
10 and not previously presented to the Village; it is a unique legal problem.
11 Chairman Neiman pointed out the situation is unique, but the criteria
12 concerns the physical condition of the lot. Mr. Day contends that an
13 applicant who owns two compliant lots can treat them as one, according to
14 the definition of a zoning lot. Discussion followed regarding whether this is
15 one zoning lot, or two separate lots. Mr. McGinnis noted the permit was
16 issued for two zoning lots.

17 Member Moberly pointed out that it appears the applicant is choosing to
18 consider this one zoning lot or two zoning lots as it meets their needs at the
19 time. Member Podliska agreed that this appears to be the case.

20 Mr. Day elaborated the concept of required parking lots on the parcel; §9-
21 104(D)(4), Off-Street Parking which would indicate that if you want to allow
22 access to one zoning lot from the other, an easement can be recorded to
23 permit this. Chairman Neiman asserted that property lines refer to two
24 privately held property lines, not one owned by the Village. Mr. Day also
25 outlined the confusion in the zoning code with reference to the definition of
26 a driveway. Mr. Day summarized asking the Board to consider this matter
27 one zoning lot so the driveway is permitted, or two zoning lots so as an
28 easement can be filed, or grant the variation to fill the 39' feet of grass, or
29 there will be two driveways creating more impermeable surface and an
30 additional curb cut.

31 Chairman Neiman asked Mr. Day to illustrate the unique physical condition.
32 Mr. Day reiterated the code confusions. In terms of the condition of self-
33 creation, Mr. Day said that self-creation contemplates that the code can
34 only be interpreted one way, which is not the case here.

35 Discussion followed regarding alternative remedies. A second driveway
36 was suggested, and Mr. Day agreed this is physically possible, but
37 reiterated his concern with the volume of impermeable surface as a result.

38 Mr. Day informed the Board that he has not heard from any neighbor one
39 way or another on this proposal. Mr. Craig Workman, general contractor on
40 the project, clarified that when the new road was constructed, they did not
41 put a curb cut in at 955 Cleveland. There being no further questions,
42 Member Moberly moved to close the public hearing on the matter
43 known as V-06-14, 949 & 955 Cleveland Road. Member Engel seconded
44 the motion.
45

1 **AYES:** Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman
2 Neiman

3 **NAYS:** None

4 **ABSTAIN:** None

5 **ABSENT:** Member Biggert

6
7 Motion carried.

8
9 **D E L I B E R A T I O N**

10
11 Member Moberly began deliberations by stating this is a difficult case because
12 people should be able to use their properties as they see fit, but the hardship
13 and not self-created provisions are a problem. Member Giltner stated he is
14 struggling with the standards the ZBA is asked to consider; the hardship is the
15 code and not accommodating this situation. Other residents have chosen
16 consolidation instead, and if this was looked at before building on 955
17 Cleveland, accommodations could have been made to meet the goals and
18 needs of the residents. He intends to vote no.

19 Member Connelly asked about the fact that the permitted remedy would be
20 more intrusive than the requested variance. Chairman Neiman said the
21 answer might be that this may be the least intrusive variance to accomplish the
22 petitioner's goal, but it still pre-supposes the criteria are actually met. If we
23 deny, we will have more impermeable surface, which is unfortunate, but we
24 are required to determine that the criteria are met. Also, the owners originally
25 sought the permit and treated the lots as two zoning lots not one, which seems
26 to dictate we continue to treat it that way.

27 Chairman Neiman reviewed the standards for approval stating; there is no
28 unique physical condition, rather the request is based on the personal situation
29 of the owners. This seems particularly self-created and in his opinion it is a
30 special privilege. No substantial right is being denied; nor is this in keeping
31 with the essential character of the area. There is another remedy, but the
32 owners don't like it. Member Podliska agrees on several of these points,
33 especially the unique physical condition; this request seems to focus on the
34 convenience of the owners. There is another remedy; run another driveway
35 straight back to the garage. This has the consistency of treating these
36 properties as two zoning lots, which was an advantage, but now is a
37 disadvantage. Member Engel agrees with the other members, and affirmed
38 there is no denial of a substantial right and there is another remedy.

39 Chairman Neiman complimented Mr. Day saying he did a good job pointing out
40 problems in the code, causing him to think of some of the provisions in a new
41 way. Member Podliska **moved to close the deliberations on V-06-14, 949 &**
42 **955 Cleveland Road.** Member Connelly seconded the motion.
43
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1 **AYES:** Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman
2 Neiman

3 **NAYS:** None

4 **ABSTAIN:** None

5 **ABSENT:** Member Biggert

6
7 Motion carried.

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9 Member Moberly moved to deny the variation request known as V-06-14,
10 949 & 955 Cleveland Road. Member Giltner seconded the motion.

11
12 **AYES:** Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman
13 Neiman

14 **NAYS:** None

15 **ABSTAIN:** None

16 **ABSENT:** Member Biggert

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18 Motion carried.

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21 **b) V-07-14, 602 S. Madison**

22 Mr. Bill Gillman, the builder for the homeowner, stated they are seeking a
23 variance from the required setback for construction of a new garage. He
24 explained that the new garage would be in exactly the same spot as the old
25 garage; maintaining the existing 5' foot setback. However, they would
26 extend the garage an additional two (2) feet into the back yard. He
27 pointed out that the property is only 34' feet wide, and because a 15' foot
28 corner side yard setback is required, they would not be able to build a
29 garage on the property. He noted the new garage would also be slightly
30 taller than the existing structure. Further, the neighbors have been notified
31 and he has the signatures of the immediate neighbors who signed off
32 during the permitting process. The existing non-conforming setback would
33 not change and due to the physical size of the property they cannot build
34 the garage. These are unique and not self-created factors. There being no
35 further questions for the applicant, Member Moberly moved to close the
36 public hearing on the matter known as V-07-14, 602 S. Madison.
37 Trustee Engel seconded the motion.

38
39 **AYES:** Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman
40 Neiman

41 **NAYS:** None

42 **ABSTAIN:** None

43 **ABSENT:** Member Biggert

44
45 Motion carried.

DELIBERATION

Member Moberly supports this request; the Board has approved these requests in the past and the neighborhood is improved as a result. Member Engel said this matter fits the standards the ZBA is working with and noted the two extra feet at the rear of the garage extends into the owners property. Chairman Neiman reviewed each of the standards and how this application meets each of them. Member Engel moved **to close deliberations for as V-07-14, 602 S. Madison**. Member Podliska seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Member Biggert

Motion carried.

Member Connelly moved **to approve the variation request known as V-07-14, 602 S. Madison**. Member Engel seconded the motion.

AYES: Members Connelly, Moberly, Giltner, Engel, Podliska and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Member Biggert

Motion carried.

9. NEW BUSINESS – None

10. UNFINISHED BUSINESS – None

11. ADJOURNMENT

With no further business before the Zoning Board of Appeals, Member Biggert made a motion to **adjourn the meeting of the Zoning Board of Appeals of October 15, 2014**. Member Moberly seconded the motion.

AYES: Members Moberly, Connelly, Giltner, Engel Podliska and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Member Biggert

Motion carried.

1
2 Chairman Neiman declared the meeting adjourned at 8:00 p.m.
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6
7 _____
8 Christine M. Bruton
9 Village Clerk

Approved: _____

FINAL DECISION

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

Zoning Calendar: V-06-14

Petitioner: Gregory F. Steil & Christina G. Steil, MD

Meeting held: Public Hearing was held on Wednesday, October 15, 2014 at 7:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on August 28, 2014.

Premises Affected: Subject Property is commonly known as 949 & 955 Cleveland Road, Hinsdale, Illinois and is legally described as:

LOT 9 IN BLOCK 10, THE WOODLANDS, Hinsdale, Illinois, being a Subdivision of the Southwest Quarter of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, (excepting therefrom the West 1,312.4 feet of the North 718.2 feet of said Southwest Quarter), in Cook County, Illinois
and
LOT 10 IN BLOCK 10, THE WOODLANDS, Hinsdale, Illinois, being a Subdivision of the Southwest Quarter of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, (except the West 1,312.4 feet of the North 718.2 feet of said Southwest Quarter), in Cook County, Illinois

Subject: In this application for variation, the applicant requests relief from the setback requirement set forth in section 9-104.f.3.(d) for the construction of a new driveway that straddles the shared lot line in order to serve two single family homes. The code requires that new driveways maintain a 1' setback from the lot line.

Facts: This property is located in the R-1 Residential District in the Village of Hinsdale and is located on the north side of Cleveland Road and is just north of 55th Street. The 949 property has a frontage of approximately 99.5', a depth of approximately 244', and a total square footage of approximately 24,278. The maximum allowable FAR is approximately 6,855 square feet, the maximum allowable building coverage is 25% or approximately 6,069 square feet, and the total allowable lot coverage is 50% or 12,139 square

feet. The 955 property has a frontage of approximately 99.5', a depth of approximately 243.5', and a total square footage of approximately 24,228. The maximum allowable FAR is approximately 6,845 square feet, the maximum allowable building coverage is 25% or approximately 6,057 square feet, and the total allowable lot coverage is 50% or 12,114 square feet.

Action of the Board:

Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had not been met and recommended denial. Several members stated that they were struggling with at least two of the standards, namely "Not Merely Special Privilege" and "Not Self-Created" and did not see that those were met in this case. Another member stated that he had a problem with the standard that there be "No Other Remedy". In this case, he stated that there was another remedy; that being to install a driveway on the 955 Cleveland property.

A motion to recommend denial was made by Member Moberly and seconded by Member Giltner.

AYES:

Members Connelly, Moberly, Giltner, Engel, Podliska, and Chairman Neiman

NAYS:

None

ABSTAIN:

None

ABSENT:

Member Biggert

THE HINSDALE ZONING BOARD OF APPEALS

Chairman Robert Neiman

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

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

Zoning Calendar: V-07-14

Petitioner: Blue Sky Builders , Inc.

Meeting held: Public Hearing was held on Wednesday, October 15, 2014 at 7:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on October 2, 2014.

Premises Affected: Subject Property is commonly known as 602 S. Madison, Hinsdale, Illinois and is legally described as:

LOTS 1 AND THE NORTH HALF OF LOT 2 IN BLOCK 17 IN THE RESUBDIVISION OF BLOCKS 9 TO 20 IN STOUGH'S SECOND ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMBER 12, 1874 AS DOCUMENT 18723, IN DU PAGE COUNTY, ILLINOIS

Subject: In this application for variation, the applicant requests relief from the corner side yard setback requirement set forth in section 10-105(3)(a)(ii) for the construction of a new detached garage. The code requires that on a non-conforming lot a garage be set back 15' or 30% of the lot width; whichever is greater.

Facts: This property is located in the R-4 Residential District in the Village of Hinsdale and is located on the southwest corner of Madison and 6th. The property has a frontage of approximately 34.5', a depth of approximately 125', and a total square footage of approximately 4,312. The maximum allowable FAR is approximately 2,800 square feet; the maximum allowable building coverage is 25% or approximately 1,078 square feet, and the total allowable lot coverage is 50% or 2,156 square feet.

Action of the Board: Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had been met and recommended

approval. Several members commented on the unique character of the lot given its width and that a garage could not be rebuilt in the present location without relief.

A motion to recommend approval was made by Member Connelly and seconded by Member Engel.

AYES: Members Connelly, Moberly, Giltner, Engel, Podliska, and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Member Biggert

THE HINSDALE ZONING BOARD OF APPEALS

Chairman Robert Neiman

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

7a

MEMORANDUM

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

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

DATE: November 13, 2014

RE: Zoning Variation – V-08-14; 4 N. Oak Street

In this application for variation, the applicant requests relief from the front yard setback requirement set forth in section 3-110(D)(1) for the construction of an addition. The request is for 4.45' of relief.

This property is located in the R-4 Residential District in the Village of Hinsdale and is located on the northwest corner of Chicago Ave. and Oak Street. The property has a frontage of approximately 60', a depth of approximately 130', and a total square footage of approximately 7,800. The maximum allowable FAR is approximately 3,050 square feet; the maximum allowable building coverage is 25% or approximately 1,950 square feet, and the total allowable lot coverage is 50% or 3,900 square feet.

cc: Kathleen A. Gargano, Village Manager
Zoning file V-08-14

79
Zoning Calendar No. V-08.14

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): Brent Sherman

ADDRESS OF SUBJECT PROPERTY: 4 N. Oak St. Hinsdale

TELEPHONE NUMBER(S): (847) 404-8694

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

DATE OF APPLICATION: 11/4/14



RECEIVED
CB 11/5/14

SECTION I

Please complete the following:

1. Owner. Name, address, and telephone number of owner: Brent Sherman 101 S. County Line Rd. Hinsdale IL
(747) 404-8694
2. Trustee Disclosure. In the case of a land trust the name, address, and telephone number of all trustees and beneficiaries of the trust: _____

3. Applicant. Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: _____
SAME

4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.) 4 N. Oak St. Hinsdale
SEE ATTACHED LEGAL DESCRIPTION

5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney: _____
 - b. Engineer: Tim Kozial Engineer 1621 Ogden Ave Lisle IL
 - c. Ian McDonnell THE IJM Architects La Grange, IL
 - d. _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ERICKA A. BIKULCIUS, AKA ERIKA A. BIKULCIUS**, personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their 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 official seal, this 14th day of July, 2014.

Christine Lecas
NOTARY PUBLIC

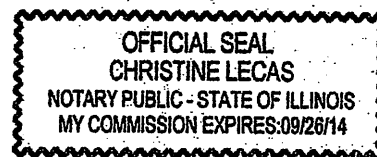


STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **DARIUS S. BIKULCIUS**, personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their 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 official seal, this 27th day of June, 2014.

Christine Lecas
NOTARY PUBLIC



Prepared by:
Terrence P. Faloon
Faloon & Kenney, Ltd.
5 South 6th Avenue
La Grange, Illinois 60525

MAIL TO:

Brent Sherman
605 Lake Shore Blvd.
Wauconda, IL 60084

WARRANTY DEED

SEND SUBSEQUENT TAX BILLS
TO GRANTEE'S ADDRESS:

Brent Sherman
4 N. Oak Street
Hinsdale, IL 60521

THE GRANTORS, DARIUS S. BIKULCIUS AND ERICKA A. BIKULCIUS, AKA ERIKA A. BIKULCIUS, As Tenants In Common, of the Village of Hinsdale, County of DuPage, State of Illinois, for and in consideration of TEN and No/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANT to YOUR REP, LLC, an Illinois Limited Liability Company, of 605 Lakeshore Blvd., Wauconda, Illinois 60084, the following described Real Estate situated in the County of DuPage in the State of Illinois, to wit:

Legal Description:

THE SOUTH 130 FEET OF THE EAST 60 FEET OF THAT PART OF BLOCK 10 LYING WEST OF OAK STREET (EXCEPT THAT PART CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD), ALL IN ALFRED WALKER'S ADDITION TO HINSDALE, IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

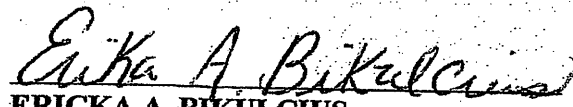
Subject to: General real estate taxes not due and payable at time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the property.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, to have and to hold forever.

Permanent Real Estate Index Number: 09-01-420-012
Address of Real Estate: 4 N. Oak Street, Hinsdale, IL 60521

DATED this 15th day of July, 2014.


DARIUS S. BIKULCIUS


ERICKA A. BIKULCIUS,
AKA ERIKA A. BIKULCIUS

LEGAL DESCRIPTION

OF

PARCEL 1: THE SOUTH 130 FEET OF THE EAST 60 FEET OF THAT PART OF BLOCK 10 LYING WEST OF OAK STREET (EXCEPT THAT PART CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD), ALL IN ALFRED WALKER'S ADDITION TO HINSDALE, IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A TRACT OF LAND 10 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH 130 FEET OF THE EAST 60 FEET OF THAT PART OF BLOCK 10 LYING WEST OF OAK STREET (EXCEPT THAT PART TAKEN CONVEYED TO THE CHICAGO BURLINGTON AND QUINCY RAILROAD), ALL IN ALFRED WALKER'S ADDITION TO HINSDALE, AFORESAID, AND NORTH OF CHICAGO AVENUE (AS NOW LOCATED), BEING A PART OF THE SAME TRACT PURPOSED TO HAVE BEEN VACATED BY ORDINANCE PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF VILLAGE OF HINSDALE JULY 3, 1888 AND RECORDED JULY 19, 1888 AS DOCUMENT 39591, IN DUPAGE COUNTY, ILLINOIS.



KOZIOL ENGINEERING SERVICES
Professional Engineers
1831 OGDEN AVE.
Lisle, IL 60532
630/433-8888
CIVIL / CONSULTING ENGINEERS

4 N OAK
HINSDALE, IL

SCALE	REV	DATE	PREPARER
N/A	0	10/24/14	JEK
14196			
PAGE			

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.

**Koziol Engineering Services, LTD.**

Professional Engineers

1621 Ogden Ave. Lisle IL 60532

630-435-8686 FAX 630-435-8689

Property Owners & Addresses within 250 Linear Feet

Property Owner	Property Address	City	State	Zip
Hinsdale Hospital	120 N. Oak Street	Hinsdale	IL	60521
Robert T. Zock	317 E. Chicago Avenue	Hinsdale	IL	60521
Standard Bank & Trust	333 E. Chicago Avenue	Hinsdale	IL	60521
Hinsdale Hospital	14 N. Oak Street	Hinsdale	IL	60521
Brent Sherman	4 N. Oak Street	Hinsdale	IL	60521
John & Rebecca Bercini	323 E. Chicago Avenue	Hinsdale	IL	60521
Dino F. Greco	331 E. Chicago Avenue	Hinsdale	IL	60521
John M. Roxas	337 E. Chicago Avenue	Hinsdale	IL	60521
Village of Hinsdale	19 E. Chicago Avenue	Hinsdale	IL	60521
Jennifer Stout	3 Orchard Place	Hinsdale	IL	60521
Harris Bank of Hinsdale	332 E. Chicago Avenue	Hinsdale	IL	60521
Robert C. McGrath	4 S. Oak Street	Hinsdale	IL	60521
Mark & Kathleen Hanley	8 S. Oak Street	Hinsdale	IL	60521
Julian & Sharon Schink	15 Orchard Place	Hinsdale	IL	60521
Scott & Nicole Kumskis	14 S. Oak Street	Hinsdale	IL	60521
Diane Coffey RNS Trust	3 S. Oak Street	Hinsdale	IL	60521
Jerome & M Klingenberg	7 S. Oak Street	Hinsdale	IL	60521
Dani & Virginia Storino	13 S. Oak Street	Hinsdale	IL	60521

SECTION III

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:

CHAPTER 3 ; SECTION 3-110.D.1

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.)

FRONT YARD SETBACK REDUCTION ALONG E. CHICAGO AVE
VARIATION = 4.45'
MOVE DRIVEWAY AND ADD TO GARAGE DUE TO
OAK ST. BRIDGE PROJECT. ROAD IS
BEING RAISED IN FRONT OF PROPERTY.

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.)

4.45' IS THE MINIMUM VARIATION

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

KOZIOL ENGINEERING SVCS., LTD.

Professional Engineers
1621 Ogden Ave. Lisle IL 60532
630-435-8686 FAX 630-435-8689

October 23, 2014

Brent Sherman
4 N. Oak St.
Hinsdale IL 60521

Re: Variance Request

A 4.45' Variance from Section 3-110.D.1 of the Hinsdale Zoning Ordinance for the Front yard setback along E. Chicago Ave. is requested due to the reconstruction of Oak St. and the construction of the Oak St. Bridge.

The Road is being raised more than 3' above the existing road grade at the west end of this property and tapering down toward the east.

It is proposed to add on to the east side of the existing garage and move the driveway east to match the proposed grade and minimize the potential impact of stormwater flowing down into the garage.

Currently the property flows to the south and east to the Oak St. R.O.W. and there is a clear sight line to the bridge. Raising the road will cause the water to flow in a more southerly direction and may impact the existing sunken garage. Moving the driveway south will improve the site lines for cars coming over the bridge and improve any potential drainage issues.

The property is unique due to its proximity to the Oak St. Bridge Project. Any relief to the south will improve safety from traffic and stormwater.

The physical change is not self-created. It is a result of the Bridge project.

The "Substantial Rights" of safety has been changed on this property due to the Bridge Project.

The request is not for special privilege or will not increase the value of the property.

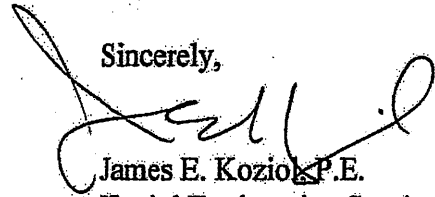
The variation will not result in the property becoming inharmonious with the surrounding properties and will be in general conformance of the Official Comprehensive Plan.

The variance will not change the Essential Character of the area, will not be detrimental to the Public welfare, will not impair adequate light and air to the properties in the vicinity, will not increase the congestion on the public street, unduly increase the risk of fire or flood, will not unduly tax public utilities or facilities in the area, or endanger Public Health and safety.

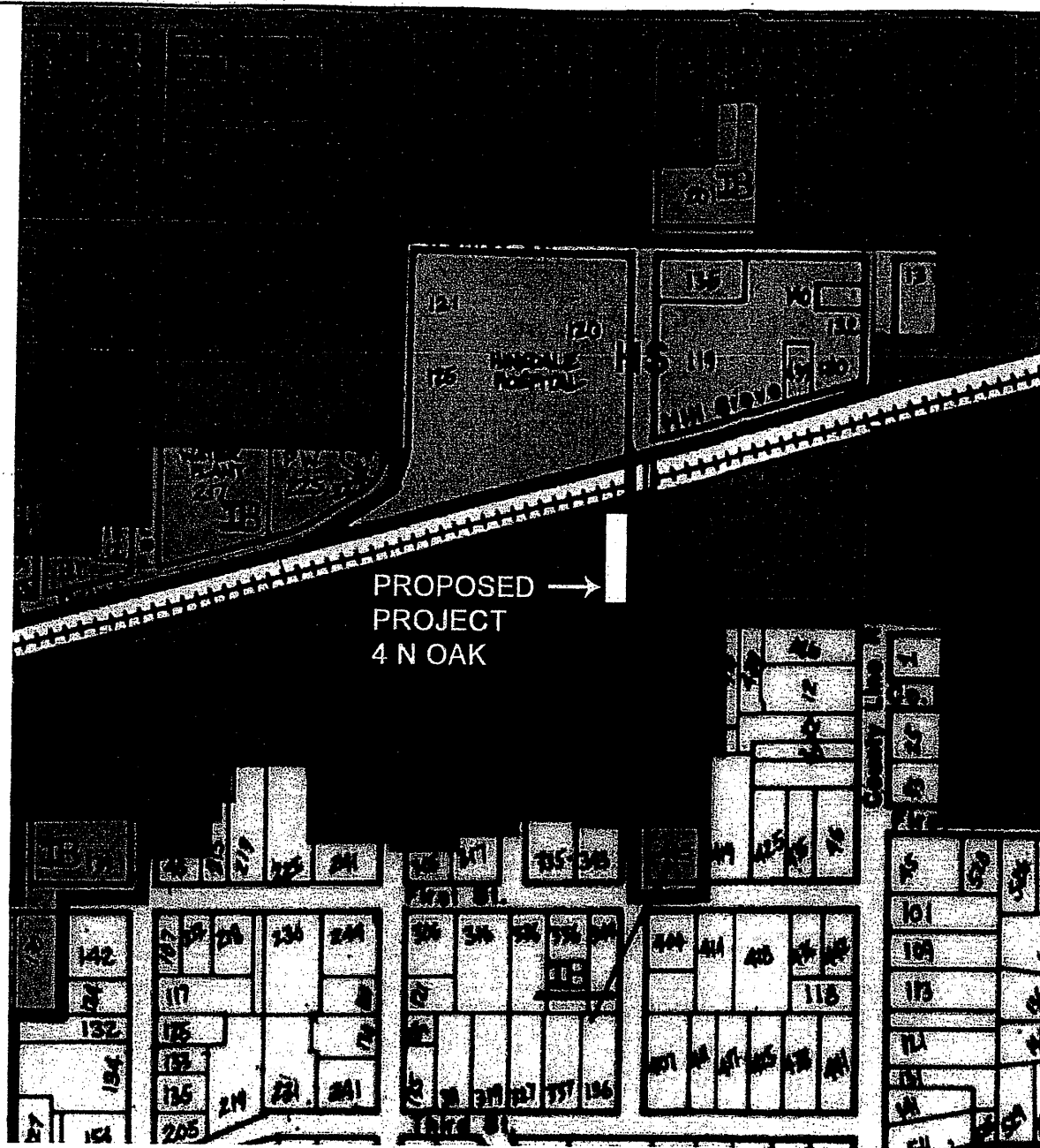
There is no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit a reasonable and safe use of the property.

If there are any questions, Please contact me @ 630-435-8686.

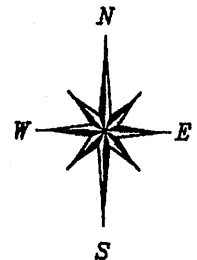
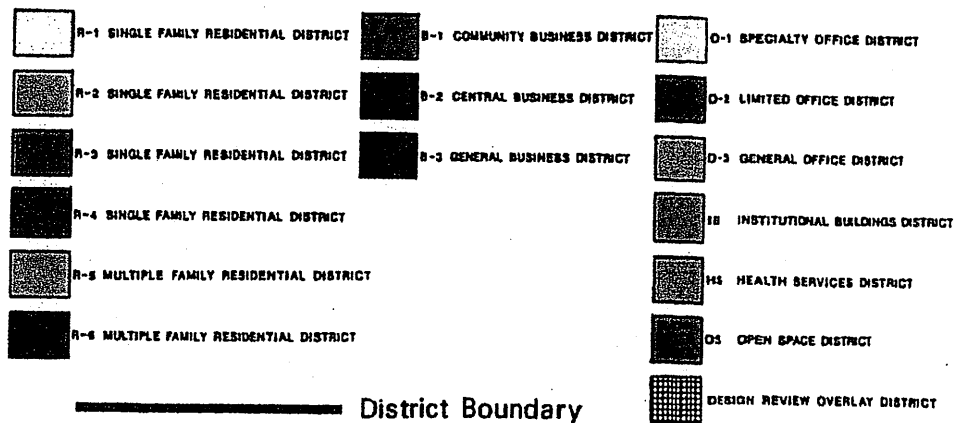
Sincerely,

A handwritten signature in black ink, appearing to read 'J. Koziol', is written over the printed name.

James E. Koziol P.E.
Koziol Engineering Services



ZONING DISTRICT BOUNDARIES



NOTE: FOR ADDRESS VERIFICATION USE CURRENT STREET MAP

AREA ZONING MAP



KOZIOL ENGINEERING SERVICES
 Professional Engineers
 1821 OGDEN AVE.
 Lisle, IL 60532
 630/435-8826
 CIVIL / CONSULTING ENGINEERS

4 N OAK
 HINSDALE, IL

SCALE	REV	DATE	PREPARER
N/A	0	10/24/14	JEK
14196			
PAGE			



PLAT OF SURVEY

HARRINGTON 2551 Leeward Lane
Hanover Park, IL 60133
Est. 1970 Voice: 630-430-4594
Fax: 630-430-5525
LAND SURVEYING, LTD
Illinois & Wisconsin
www.HarringtonLandSurveying.com

AREA IS EQUAL TO:
7,799.99 SQUARE FEET

PARCEL 1: THE SOUTH 130 FEET OF THE EAST 60 FEET OF THAT PART OF BLOCK 10 LYING WEST OF OAK STREET (EXCEPT THAT PART CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD), ALL IN ALFRED WALKER'S ADDITION TO HINSDALE, IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A TRACT OF LAND 10 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH 130 FEET OF THE EAST 60 FEET OF THAT PART OF BLOCK 10 LYING WEST OF OAK STREET (EXCEPT THAT PART TAKEN CONVEYED TO THE CHICAGO BURLINGTON AND QUINCY RAILROAD), ALL IN ALFRED WALKER'S ADDITION TO HINSDALE, AFORESAID, AND NORTH OF CHICAGO AVENUE (AS NOW LOCATED), BEING A PART OF THE SAME TRACT PURPOSED TO HAVE BEEN VACATED BY ORDINANCE PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF VILLAGE OF HINSDALE JULY 3, 1888 AND RECORDED JULY 19, 1888 AS DOCUMENT 39591, IN DUPAGE COUNTY, ILLINOIS.

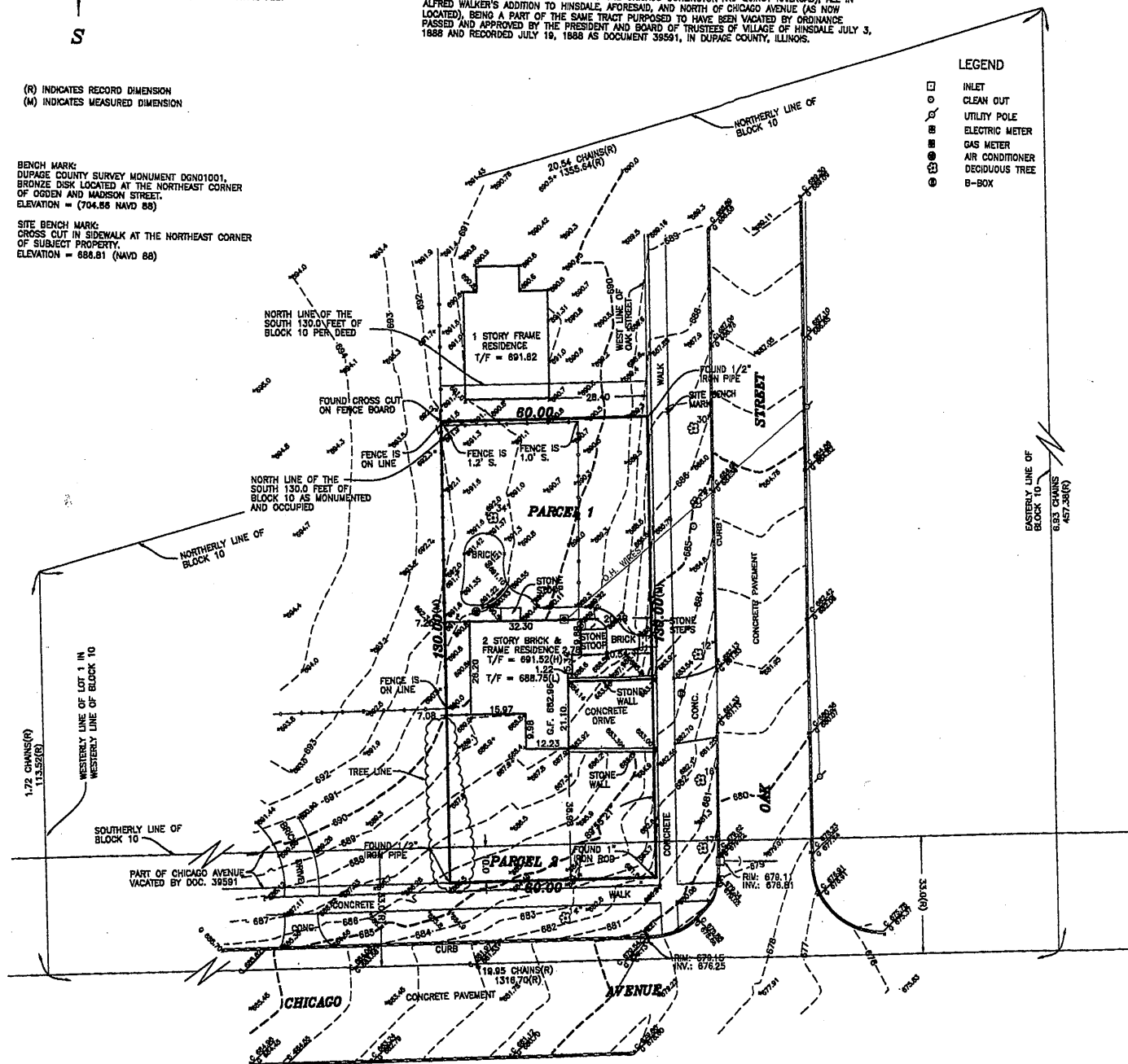
LEGEND

- INLET
- CLEAN OUT
- UTILITY POLE
- ELECTRIC METER
- GAS METER
- AIR CONDITIONER
- DECIDUOUS TREE
- B-BOX

(R) INDICATES RECORD DIMENSION
(M) INDICATES MEASURED DIMENSION

BENCH MARK:
DUPAGE COUNTY SURVEY MONUMENT DGN01001,
BRONZE DISK LOCATED AT THE NORTHEAST CORNER
OF COHEN AND MADISON STREET.
ELEVATION = 704.85 (NAVD 88)

SITE BENCH MARK:
CROSS CUT IN SIDEWALK AT THE NORTHEAST CORNER
OF SUBJECT PROPERTY.
ELEVATION = 688.81 (NAVD 88)



UNDER GROUND UTILITY INFORMATION SHOWN
HEREON IS FROM OBSERVABLE EVIDENCE.
ALL UNDER GROUND UTILITY LOCATIONS
MUST BE VERIFIED PRIOR TO ANY
CONSTRUCTION.

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

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

For Building Restrictions and Easements refer to your
Abstract Deed, Guarantee Policy and Local Ordinances.
COMPARE ALL POINTS BEFORE BUILDING
AND AT ONCE REPORT ANY DIFFERENCE

EXISTING BUILDING SETBACK DISTANCES

4 N. OAK STREET	37.0
337 E. CHICAGO AVENUE	48.0
333 E. CHICAGO AVENUE	47.5
331 E. CHICAGO AVENUE	47.0
323 E. CHICAGO AVENUE	47.0
317 E. CHICAGO AVENUE	39.3
308 E. CHICAGO AVENUE	32.5
303 E. CHICAGO AVENUE	25.0
245 E. CHICAGO AVENUE	10.6

AVERAGE = 37.1 FEET

EXISTING BUILDING SETBACK DISTANCES
ADDED 10-1-14

ALL BOUNDARY LINE DIMENSIONS ARE RECORD AND
MEASURED UNLESS OTHERWISE NOTED.

NOT VALID WITHOUT EMBOSSED SEAL

State of Illinois
County of Du Page } S.S.

I, Ralph J. Marugg, do hereby certify that I have surveyed
the above described property and that the plat thereon
is a correct representation of same.

All distances are given in feet and decimal parts thereof
and correct at 52° Fahrenheit.

HANOVER PARK, ILLINOIS AUGUST 5, 2014

ORDERED BY:
KOZIOL ENGINEERING

SCALE: 1" = 20'

SURVEY NO.: 053-14
DRAWN BY: RJM
FILE NAME: 053-14.DWG

COMMON ADDRESS:
4 N. OAK STREET
HINSDALE, ILLINOIS

FIELD WORK COMPLETED AUGUST 4, 2014

PROFESSIONAL DESIGN FIRM REGISTRATION NO.: 184-003297

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2438
LICENSE EXPIRATION/RENEWAL: 11-30-2014

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: Brent Sherman

Signature of Owner: Brent Sh

Name of Applicant: Brent Sherman

Signature of Applicant: Brent Sh

Date: 10/6/14

MEMORANDUM

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

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

DATE: November 13, 2014

RE: Zoning Variation – V-10-14; 10 Salt Creek Lane

In this application for variation, the applicant requests relief from the maximum lot coverage requirement set forth in section 6-111(F) for the construction of a new medical office building. The maximum permitted lot coverage in the O-3 zoning district is 50%. The request is for a 7% increase or 7,620 square feet of relief. Should this request be approved, the application will then move on to the Plan Commission for its consideration.

It should be noted that this request is being driven by the fact that Salt Creek Lane, a private road for public use, encroaches the property. The property line of 10 Salt Creek Lane extends out to the center line of the road. This is common throughout the office park. Due to this condition, we are forced to include that portion of street pavement that encroaches the property in the lot coverage calculation. It is our understanding that the 7% increase the applicant is asking for is nearly equivalent to the amount of street pavement that encroaches the property.

This property is located in the O-3 Office District in the Village of Hinsdale and is located on the west side of Salt Creek Lane just north of Tower Lane. The property has a frontage of approximately 241', a depth of approximately 372.5', and a total square footage of approximately 108,854. The maximum allowable FAR is 38,099 square feet and the total allowable lot coverage is 50% or approximately 54,427 square feet.

cc: Kathleen A. Gargano, Village Manager
Zoning file V-10-14

V-10-14

Med Properties Salt Creek Medical Campus

VILLAGE OF HINSDALE, IL
SALT CREEK MEDICAL CAMPUS

APPLICATION FOR VARIATION

11.12.14



ECKENHOFF SAUNDERS ARCHITECTS

700 South Clinton Chicago, IL 60607
(312) 786 1204 p (312) 786 1838 f
www.esadesign.com

Civil Engineer
Mackie Consultants, LLC
9575 W. Higgins Rd., Suite 500
Rosemont, IL 60018
847.696.1400

ESA PROJECT NUMBER:12075

76
Zoning Calendar No. V-10-14

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): MED PROPERTIES - BILL DVORAK

ADDRESS OF SUBJECT PROPERTY: 10 SALT CREEK LN

TELEPHONE NUMBER(S): 847-897-7310 / 847-897-7333

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

DATE OF APPLICATION: 11/12/14



RECEIVED
CB 11/12/14

SECTION I

Please complete the following:

1. Owner. Name, address, and **telephone number** of owner: SALT CREEK CAMPUS LLC
40 SKOKIE BLVD. SUITE 410, NORTHBROOK, IL 60062 847-897-7310 / 847-897-7333
2. Trustee Disclosure. In the case of a land trust the name, address, and **telephone number** of all trustees and beneficiaries of the trust: N/A

3. Applicant. Name, address, and **telephone number** of applicant, if different from owner, and applicant's interest in the subject property: SALT CREEK CAMPUS LLC
40 SKOKIE BLVD. SUITE 410, NORTHBROOK, IL 60062 847-897-7310 / 847-897-7333

4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.) 10 SALT CREEK LN
SEE ATTACHED LEGAL DESCRIPTION

5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney: SCHUYLER ROCHE CRISHAM - CHRIS LEACH 312-565-8402
 - b. Engineer: _____
 - c. ARCHITECT: ECKENHOFF SAUNDERS ARCHITECTS - STEVE SAUNDERS 312-786-1204
 - d. _____

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:

6-111.F - MAXIMUM LOT COVERAGE IN O-3 DISTRICT

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.)

INCREASE THE MAXIMUM LOT COVERAGE FROM 50% TO 57%

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.)

INCREASE THE MAXIMUM LOT COVERAGE FROM 50% TO 56.6%

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.)

THE HARDSHIP IS CREATED BY THE EXISTING ROADWAYS

WHICH ARE USED BY THE GENERAL PUBLIC. REMOVAL OF
THE ROADWAYS IS NOT REASONABLE.

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.

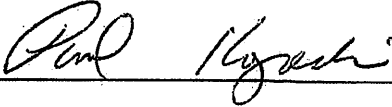
SECTION V

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: SALT CREEK CAMPUS LLC

Signature of Owner: 

Name of Applicant: MAD PROPERTIES, LLC

Signature of Applicant: 

Date: 11/11/14

Application for Certificate of Zoning Compliance

- 1 -

Provided:

Required by Code:

corner side	<u>56'</u>	<u>25'</u>
rear	<u>12.5'</u>	<u>20'x40%</u>

Setbacks (businesses and offices):

front:	<u>82'</u>	<u>40'</u>
interior side(s)	<u>10' /</u>	<u>10' / 10'</u>
corner side	<u>69'</u>	<u>40'</u>
rear	<u>205'</u>	<u>40'</u>
others:	<u>N/A</u>	<u>N/A</u>
Ogden Ave. Center:	<u>N/A</u>	<u>N/A</u>
York Rd. Center:	<u>N/A</u>	<u>N/A</u>
Forest Preserve:	<u>N/A</u>	<u>100'</u>

Building heights:

principal building(s):	<u>37'</u>	<u>60'</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>

Maximum Elevations:

principal building(s):	<u>N/A</u>	<u>N/A</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>

Dwelling unit size(s):	<u>N/A</u>	<u>N/A</u>
------------------------	------------	------------

Total building coverage:	<u>N/A</u>	<u>N/A</u>
--------------------------	------------	------------

Total lot coverage:	<u>56.6%</u>	<u>50%</u>
---------------------	--------------	------------

Floor area ratio:	<u>0.26</u>	<u>.35</u>
-------------------	-------------	------------

Accessory building(s):	<u>N/A</u>
------------------------	------------

Spacing between buildings: [depict on attached plans]

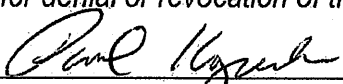
principal building(s):	<u>N/A</u>	<u></u>	<u></u>
accessory building(s):	<u>N/A</u>	<u></u>	<u></u>

Number of off-street parking spaces required: 99

Number of loading spaces required: 1

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: 
Applicant's signature

PAUL KOPCZKI
Applicant's printed name

Dated: 11/12, 2014.

Section I: No. 4

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 6 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

Section I: No. 7

**List of Neighboring
Owners**

**Fast Lift Labels****Made in U.S.A.****Lefthand Feed**

09 01 207 009 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

06 36 405 019 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

06 36 405 022 84782.0002
11 SALT CREEK CAMPUS LLC
40 N SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

09 01 207 013 84782.0002
ADVENTIST HINSDALE HOSPIT
C/O ELM CREEK PROPERTY MG
907 N ELM ST UNIT 100
HINSDALE IL 60521

09 01 209 006 84782.0002
KOSHGARIAN FAMILY TRUST
602 BURR RIDGE CLUB
BURR RIDGE IL 60527

09 01 210 038 84782.0002
K O B INC
602 BURR RIDGE CLUB
BURR RIDGE IL 60527

09 01 211 003 84782.0002
NAPLETON INVESTMENT PTSHP
1 E OAK HILL DR NO 100
WESTMONT IL 60559

06 36 404 066 84782.0002
GRAUE MILL HOMEOWNERS
C/O MIDWEST LAND CO
115 S VINE ST
HINSDALE IL 60521

06 36 405 023 84782.0002
ADVENTIST HINSDALE HOSPIT
C/O ELM CREEK PROPERTY
907 N ELM ST UNIT 100
HINSDALE IL 60521

06 36 406 005 84782.0002
HARRIS BK HINSDALE
TRUST L-2525
120 N OAK
HINSDALE IL 60521

09 01 207 010 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

06 36 405 020 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

09 01 207 008 84782.0002
GA HC REIT II HINSDALE MO
4000 MAC ARTHUR BLVD
UNIT 200
NEWPORT BEACH CA 92660

09 01 209 003 84782.0002
ELM CREEK PROPERTY MNGMNT
907 N ELM ST NO 100
HINSDALE IL 60521

09 01 209 033 84782.0002
230 E OGDEN LLC
945 S VINE
HINSDALE IL 60521

09 01 211 001 84782.0002
NAPLETON INVESTMENT LP
1 E OAK HILL DR NO 100
WESTMONT IL 60559

06 36 404 019 84782.0002
GRAUE MILL HOMEOWNERS
C/O MIDWEST LAND CO
115 S VINE ST
HINSDALE IL 60521

06 36 405 017 84782.0002
GA HC REIT II HINSDALE MO
4000 MAC ARTHUR BLVD
UNIT 200
NEWPORT BEACH CA 92660

06 36 405 024 84782.0002
ADVENTIST HINSDALE HOSPIT
C/O ELM CREEK PROPERTY MG
907 N ELM ST UNIT 100
HINSDALE IL 60521

06 36 406 007 84782.0002
ROBERT CROWN CENTER
FOR HEALTH EDUCATION
21 SALT CREEK LANE
HINSDALE ILL 60521

09 01 207 011 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

06 36 405 021 84782.0002
SALT CREEK CAMPUS LLC
40 SKOKIE BLVD
UNIT 410
NORTHBROOK IL 60062

09 01 207 012 84782.0002
OPH 6 LLC
12 SALT CREEK LN
UNIT 400
HINSDALE IL 60521

09 01 209 005 84782.0002
KOSHGARIAN, H H
602 BURR RIDGE CLUB
BURR RIDGE IL 60527

09 01 210 037 84782.0002
K O B INC
602 BURR RIDGE CLUB
BURR RIDGE IL 60521

09 01 211 002 84782.0002
NAPLETON INVESTMENT PTSHP
1 E OAK HILL DR NO 100
WESTMONT IL 60559

06 36 404 061 84782.0002
FOREST PRESERVE DISTRICT
P O BOX 5000
WHEATON IL 60189

06 36 405 018 84782.0002
GA HC REIT II HINSDALE MD
4000 MAC ARTHUR BLVD
UNIT 200
NEWPORT BEACH CA 92660

06 36 405 026 84782.0002
FOXFORD LLC
C/O LINCOLN PROPERTY CO
901 N ELM ST
HINSDALE IL 60521

06 36 406 013 84782.0002
SCHWENDENDER 15
P O BOX 713
HINSDALE IL 60522

**UNV-3UT20****Rightand Feed****UNIVERSAL**



Fast Lift Labels



Made in U.S.A.



Left Hand Feed

06 36 406 015 84782.0002
15 SPINNING WHEEL LLC
21 SPINNING WHEEL
HINSDALE IL 60521

06 36 406 016 84782.0002
AHS MIDWEST REGION
C/O ELM CREEK PROP MGMT
907 N ELM ST NO 100
HINSDALE IL 60521

06 36 406 017 84782.0002
21 SPINNING WHEEL DR LLC
21 SPINNING WHEEL
HINSDALE IL 60521

06 36 406 018 84782.0002
15 SPINNING WHEEL RD LLC
21 SPINNING WHEEL
HINSDALE IL 60521

06 36 408 001 84782.0002
FRANDSEN, EDWARD B
1141 INDIAN TR NO 1A
HINSDALE IL 60521

06 36 408 002 84782.0002
GIBBS, MARY JANE
1139 INDIAN TRAIL ROAD
HINSDALE ILL 60521

06 36 408 003 84782.0002
BALDWIN TR, MARY H
1137 INDIAN TR
HINSDALE IL 60521

06 36 408 004 84782.0002
DIEKMANN, JUDY TR
1135 INDIAN TRAIL RD
UNIT 10
HINSDALE IL 60521

06 36 408 005 84782.0002
TYE, ROSEMARY L
1133 INDIAN TRAIL NO 1-E
HINSDALE IL 60521

06 36 408 006 84782.0002
EINSPAR, WILL & LINDA
1153 INDIAN TRAIL
HINSDALE IL 60521

06 36 408 007 84782.0002
MOSE, JANET CLOUD
1151 INDIAN TRAIL RD
HINSDALE IL 60521

06 36 408 008 84782.0002
BURRELLO, NICKOLENE M
1149 INDIAN TRAIL RD
NO 2-C
HINSDALE IL 60521

06 36 408 009 84782.0002
GURZYNSKI, DORTHY A TRUST
1147 INDIAN TRAIL RD
NO 2D
HINSDALE IL 60521

06 36 408 010 84782.0002
WICHTER, MELVIN
1212 HAWTHORNE CT
HINSDALE IL 60521

06 36 408 011 84782.0002
LAUDANDO, CARL J
1143 INDIAN TRAIL
UNIT 2F
HINSDALE IL 60521

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UNV-30120



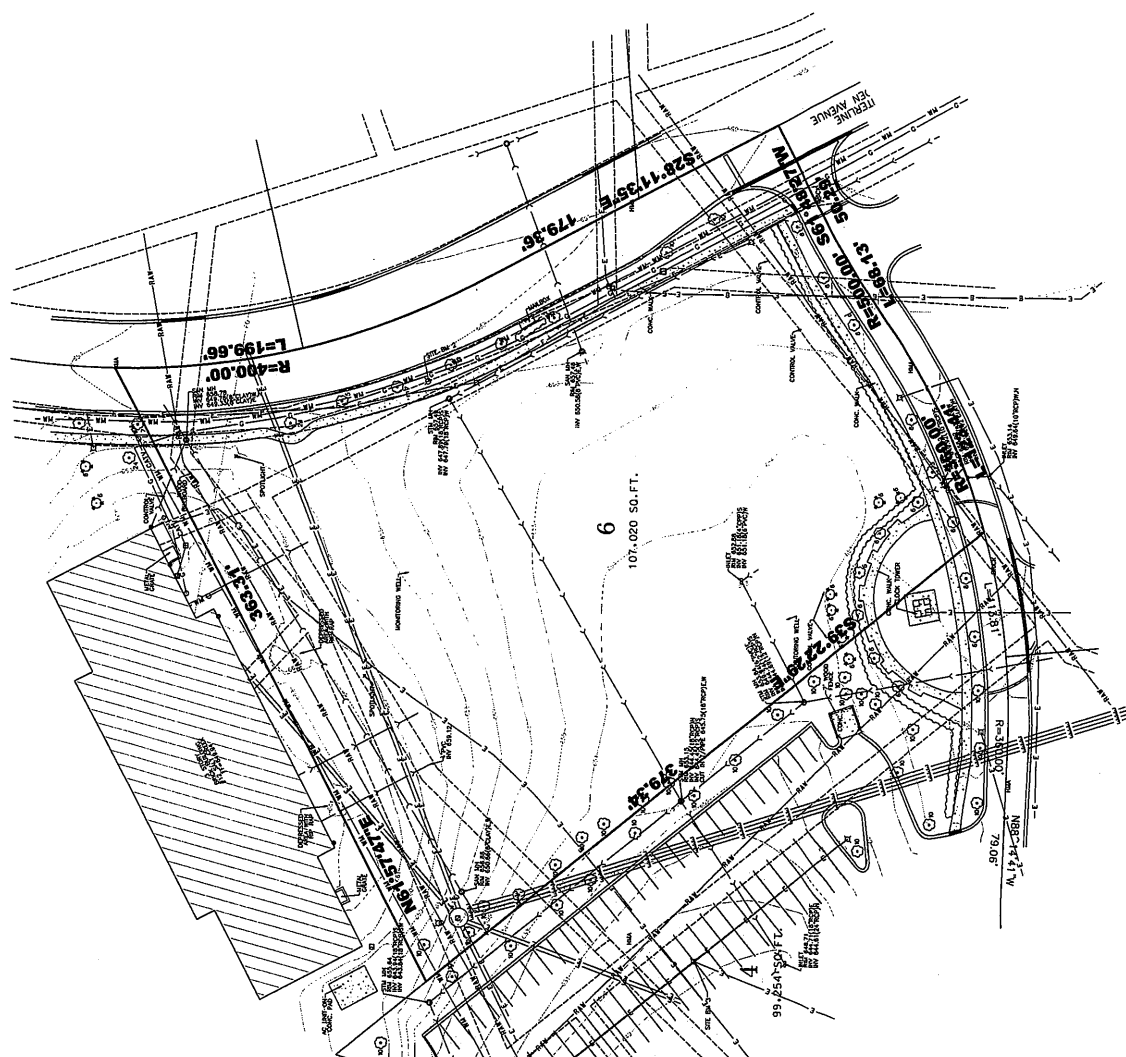
Right Hand Feed



UNIVERSAL

Section I: No. 8

Survey

[illegible]

SHEET
1 OF 1
PROJECT NUMBER: 2294
© MACKIE CONSULTANTS LLC, 2014
ILLINOIS FIRM LICENSE 184-002594

In Response to
Section I: No. 9-12

NO. 9

EXISTING ZONING

The existing zoning for the subject property is O-3 Office District. The subject property is 108,854 square feet in size and is currently vacant. The subject site is proposed to be improved with a 28,000 square foot professional office building. This application addresses only the necessary variation needed in order to develop the site with the proposed professional office building.

The subject property is bounded by the O-3 Office District on all sides and is surrounded by various professional and medical office buildings. Further to the South of the site, the zoning is B3-3 District and there are various commercial uses fronting Ogden Avenue.

NO. 10

CONFORMITY

This approval is for the lot coverage of a proposed 28,000 square foot two story professional office building. The request for a lot coverage variation conforms with the Village Official Comprehensive Plan and the Official Map, however the lot coverage of the proposed building will not be in conformity with the strict terms of the Zoning Code due to the irregular nature of the subject site.

Applicant believes that it is justified in seeking approval for a variation from the Village Zoning Code to allow for the proposed lot coverage because of the hardship created by the Village Zoning Code as it applies to the subject property.

NO. 11

ZONING STANDARDS

Please see response to Section II, No. 5 of this Application package for specific variation standards and Applicant's proposed satisfaction of each standard.

NO. 12

SUCCESSIVE APPLICATION

N/A

Section II: No. 1

Title

VARIATION CONFIRMATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

The undersigned, Salt Creek Campus LLC, the property owner of the property commonly known as 10 Salt Creek Lane, Hinsdale, Illinois, hereby confirms that the Applicant, MedProperties, is authorized by the undersigned to file an Application for Variation for 10 Salt Creek Lane, Hinsdale, Illinois.

Dated this 11th day of November, 2014.

PROPERTY OWNER:

SALT CREEK CAMPUS LLC

Paul / Grech

By: PAUL 120 PEEKER

Title: MANAGER



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 to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska 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 by:

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.

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OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020124822 - UL

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.

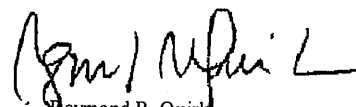
Issued By:


CHICAGO TITLE COMPANY, LLC
1725 S. NAPERVILLE RD
WHEATON, IL 60187

Refer Inquiries To:
(630) 871-3500

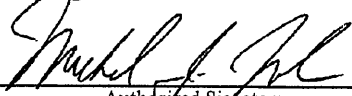
CHICAGO TITLE INSURANCE COMPANY



By: 
Raymond R. Quirk
President

By: 
Michael Gravelle
Secretary

Countersigned


Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE A

POLICY NUMBER: 1410 - 020124822 - UL

DATE OF POLICY: DECEMBER 11, 2012

AMOUNT OF INSURANCE: \$14,500,000.00

1. NAME OF INSURED:

SALT CREEK CAMPUS LLC, A DELAWARE LIMITED LIABILITY COMPANY

**2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:
FEE SIMPLE, UNLESS OTHERWISE NOTED.**

**3. TITLE IS VESTED IN:
THE INSURED**

**4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED
AND ASSIGNMENTS:**

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
DATED DECEMBER 7, 2012 AND RECORDED DECEMBER 11, 2012 AS DOCUMENT R2012-175306 MADE
BY SALT CREEK CAMPUS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO GENERAL ELECTRIC
CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR THE LENDERS, TO SECURE A NOTE FOR
\$12,000,000.00.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

**OWNER'S POLICY (2006)
SCHEDULE A (CONTINUED)**

POLICY NUMBER: 1410 - 020124822 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 4, 5 AND 6 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DU PAGE COUNTY, ILLINOIS.

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

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005825 AND AMENDED BY R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; RETENTION, DETENTION AND DRAINAGE OF WATER AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1, 2, 3, 4, 6, 7, 8, 9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DU PAGE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) 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.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- (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 WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

- B 6. TAXES FOR THE YEAR 2012.
TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.
PERMANENT INDEX NUMBER: 06-36-405-020 (AFFECTS LOT 5)
- AB 7. TAXES FOR THE YEAR 2012
TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.
PERMANENT INDEX NUMBER: 06 36 405 021 (AFFECTS LOT 6)
- AC 8. TAXES FOR THE YEAR 2012
TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.
PERMANENT INDEX NUMBER: 09 01 207 010 (AFFECTS LOT 6)
- AH 9. TAXES FOR THE YEAR 2012
TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.
PERMANENT INDEX NUMBER: 06 36 405 019 (AFFECTS LOT 4)
- AI 10. TAXES FOR THE YEAR 2012
TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.
PERMANENT INDEX NUMBER: 09 01 207 009 (AFFECTS LOT 4)
- BN 11. ASSIGNMENT OF LEASES AND RENTS MADE BY SALT CREEK CAMPUS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR THE LENDERS RECORDED DECEMBER 11, 2012 AS DOCUMENT NO. R2012-175307.
- BO 12. SECURITY INTEREST OF GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR THE LENDERS, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING SALT CREEK CAMPUS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS DEBTOR AND RECORDED DECEMBER 11, 2012 AS DOCUMENT NO. R2012-175308 AND NO. U2012-722.
- BF 13. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS, FOR CONTRACTS LET BY, THROUGH OR UNDER AMAZING RESTORATION, INC.

(AFFECTS LOT 5)

- W 14. RIGHTS OF TENANTS, AS TENANTS ONLY, WITH NO OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS, SUBJECT TO THE TERMS OF SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENTS WITH GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR LENDERS.

THE TENANTS ARE AS FOLLOWS:

12 SALT CREEK TENANTS:

AUDREY L. WAYNE, M.D., S.C.
ADVENTIST HEALTH PARTNERS, INC. (MIDWEST BONE & JOINT)
RICHARD READY
ADVENTIST HEALTH PARTNERS, INC. (WEST SUBURBAN ENT)
ILLINOIS RETINA ASSOCIATES, S.C.
VICTOR CEREZO, JIM KOZIOWSID AND ART MEYERS (PRIMERICA)
FOXFORD, LLC
HANNA FACIAL COSMETIC SURGERY, LTD.
HIPSKIND TECHNOLOGY SOLUTIONS GROUP, INCORPORATED
GOOD HOPE BEHAVIORAL HEALTH, S.C.
RJM DIRECT MARKETING INC. (VALPAK)
MARKETING CONCEPTS GROUP, INC.
HINSDALE GASTROENTEROLOGY ASSOCIATES, S.C.

907 NORTH ELM TENANTS:

ELM CREEK PROPERTY MANAGEMENT, LLC
DAVID BRENNAN
HINSDALE GASTROENTEROLOGY ASSOCIATES, S.C.
FINANCIAL SHARES CORPORATION
UNITED STATES COMPLIANCE COMPANY
ALLEN FINANCIAL, INC.
JEFFREY A. HICKEL
ROBERT A. BEATTY, M.D., S.C.

- U 15. OFFICE PARK OF HINSDALE DECLARATION OF EASEMENTS AND OPERATING COVENANTS DATED APRIL 2003 AND RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006, AS DOCUMENT R2006-005825, AND AMENDED BY R2012-024784, MADE BY AND BETWEEN MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 2001, AND KNOWN AS TRUST NUMBER 01-7933 AND FOXFORD, L.L.C.

(AFFECTS ALL)

- D 16. THE LAND LIES WITHIN THE FLAGG CREEK FORMERLY KNOWN AS HINSDALE SANITARY DISTRICT, WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

- E 17. EASEMENT MADE BY AND BETWEEN THE HINSDALE SANITARY DISTRICT, A MUNICIPAL CORPORATION, AND OFFICE PARK OF HINSDALE, A PARTNERSHIP, DATED DECEMBER 30, 1971 AND RECORDED FEBRUARY 24, 1972 AS DOCUMENT R72-9137, RELATING TO INTERCEPTOR PIPES, LIFT STATION, WATER STORAGE AND PUMPING STATION, FORCE MAINS AND MAINTENANCE AND OPERATION OF WATER WELLS AND DISTRIBUTION SYSTEM, TOGETHER WITH THE PROVISIONS AND CONDITIONS CONTAINED THEREIN, AS SHOWN ON SURVEY MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012.

NOTE: BY QUIT CLAIM DEED RECORDED MAY 27, 1981 AS DOCUMENT R81-27229, HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK.

(AFFECTS LOT 5 AND OTHER PROPERTY)

- G 18. GRANT OF EASEMENT MADE BY OFFICE PARK OF HINSDALE, A PARTNERSHIP, TO THE VILLAGE OF HINSDALE, A MUNICIPAL CORPORATION, AND ITS ASSIGNS, DATED AUGUST 13, 1973 AND RECORDED NOVEMBER 6, 1973 AS DOCUMENT R73-69217, OF EASEMENTS FOR THE EXISTING WATER WELLS AND PUMPING STATIONS DESCRIBED ON THE PLATS ATTACHED THERETO AS EXHIBIT "A" AND EXHIBIT "B" AND MADE A PART THEREOF, AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

NOTE: BY QUIT CLAIM DEED RECORDED MAY 27, 1981 AS DOCUMENT R81-27229, HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK.

(AFFECTS LOTS 4, 5 AND 6 AND OTHER PROPERTY)

- H 19. EASEMENT AND MODIFICATION OF EXISTING EASEMENTS CREATED BY A GRANT DATED JULY 21, 1980 AND RECORDED SEPTEMBER 23, 1980 AS DOCUMENT R80-57056, FROM OFFICE PARK OF HINSDALE AND HINSDALE SANITARY DISTRICT, FOR STORM AND SURFACE WATER CONTROL AND SANITARY SEWER PURPOSES.

(AFFECTS ALL)

- I 20. AGREEMENT MADE BY AND BETWEEN DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 62019, AND AS TRUSTEE UNDER TRUST NUMBER 61116, AND CATHERINE SOUSTEK, DATED JUNE 7, 1973 AND RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823, WITH AMENDMENTS THERETO RECORDED AS DOCUMENTS R73-35331, R81-02365 AND R2001-197280, RELATING TO PERPETUAL AND NON-EXCLUSIVE EASEMENT AND

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

COVENANTS APPURTENANT TO AND BENEFITING THE PREMISES IN QUESTION.

(AFFECTS PARCEL 2)

- J 21. EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AND AMENDED BY DOCUMENT R89-072896 AND R89-072897, GRANTING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS, INCLUDING VEHICULAR AND PEDESTRIAN ACCESS, TO BENEFIT THE LAND AND OTHER PROPERTY, TOGETHER WITH RESTRICTIONS ON THE USE OF THE LAND, AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

(AFFECTS PARCEL 1)

- K 22. LICENSE AGREEMENT MADE BY AND BETWEEN OFFICE PARK OF HINSDALE AND DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 61116, DATED FEBRUARY 15, 1973 AND RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT R79-107322, AND SUPPLEMENTARY DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 RELATING TO INGRESS AND EGRESS TO AND FROM OGDEN AVENUE OVER AND ACROSS THE PRIVATE ROADS KNOWN AS SALT CREEK LANE AND ELM STREET, FURTHER PROVIDING FOR THE TERMINATION OF THIS AGREEMENT TOGETHER WITH THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN, AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

(AFFECTS PARCEL 1 AND PARCEL 2 AND OTHER PROPERTY)

- L 23. SANITARY SEWER AND WATER LINE EASEMENTS AS ESTABLISHED BY DOCUMENT R73-33823 RECORDED JUNE 11, 1973 AND DEPICTED ON SURVEY MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5 AND ON THE SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

(AFFECTS PARCEL 1, PARCEL 2 AND OTHER PROPERTY)

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

- M 24. RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF SALT CREEK; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE CREEK IN RESPECT TO THE WATER OF SAID CREEK.
- (AFFECTS LOT 5)
- N 25. EASEMENT CREATED BY A GRANT RECORDED ON OCTOBER 6, 1978 AS DOCUMENT R78-96678, FROM THE DROVERS NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1967 AND KNOWN AS TRUST NUMBER 67927, TO THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, ADD TO, REMOVE, OPERATE AND MAINTAIN COMMUNICATION SYSTEMS CONSISTING OF WIRES, CABLES, ETC., OVER A STRIP OF LAND 10 FEET IN WIDTH AS SET FORTH ON EXHIBIT "A" OF SAID DOCUMENT, AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.
- (AFFECTS PARCEL 1 AND OTHER PROPERTY)
- O 26. GRANT DATED JUNE 10, 1970 AND RECORDED JUNE 16, 1970 AS DOCUMENT R70-19379, MADE BY DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1969 AND KNOWN AS TRUST NUMBER 69249 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES TO INSTALL THEIR RESPECTIVE FACILITIES, OVER A STRIP OF LAND 10 FEET IN WIDTH, AS SHOWN ON THE PLAT ATTACHED THERETO AND MADE A PART THEREOF, AND MARKED "EXHIBIT A", AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.
- (AFFECTS PARCEL 1 AND OTHER PROPERTY)
- P 27. GAS MAIN EASEMENT MADE BY PAUL SCHWNEDENER TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, DATED MARCH 2, 1970 AND RECORDED APRIL 7, 1970 AS

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

DOCUMENT NUMBER R70-10262, GRANTING A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING, RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES, IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE WESTERLY 1/2 OF THE PRIVATE ROAD KNOWN AS SALT CREEK LANE, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, AS SHOWN ON SURVEYS MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, AS TO LOT 5; AND THE SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PARCEL 1, PARCEL 2 AND OTHER PROPERTY)

- Q 28. TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN CROSS EASEMENT AGREEMENT RECORDED MAY 21, 2001 AS DOCUMENT R2001-95641.

(AFFECTS ALL)

- R 29. THE SURVEY PREPARED BY MACKIE CONSULTANTS LLC, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012, PROJECT NUMBER: 2147, INCLUDES A CERTIFICATION THAT PART OF THE PROPERTY FALLS WITHIN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER COMMUNITY PANEL NO. 17043C0609H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, FOR COMMUNITY NUMBER 17043, AND A PORTION OF THE PROPERTY IS WITHIN ZONE "AE" DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD (100-YEAR FLOOD).

(AFFECTS LOT 5)

- S 30. RIGHTS OF OWNERS NORTH AND ADJOINING IN AND TO THE USE OF SIDEWALKS ON EITHER SIDE OF SALT CREEK LANE AS DISCLOSED BY SURVEYS MADE BY MACKIE CONSULTANTS LLC, DATED MAY 30, 2012, PROJECT NUMBER 2147.

(AFFECTS PARCEL 2)

- T 31. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCEL 2 AND 3 CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENTS.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

- Y 32. TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF HINSDALE AND

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

FOXFORD, LLC FOR THE HINSDALE CLUB, A MIXED-USE DEVELOPMENT RECORDED AUGUST 1, 2008, AS DOCUMENT R2008-120585.

(AFFECTS ALL)

- AD 33. GRANT OF EASEMENT TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, AS CONTAINED IN THE PLAT DATED FEBRUARY 7, 1980 AND RECORDED FEBRUARY 8, 1980 AS DOCUMENT R80-08980, GRANTING A 10 FOOT PERMANENT EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, AND THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF OGDEN AVENUE (66 FOOT RIGHT OF WAY) AND ELM STREET, AS IT HAS BEEN CARRIED NORTHERLY; THENCE NORTHERLY ON THE EAST RIGHT OF WAY OF ELM STREET 55.00 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON SAID RIGHT OF WAY, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 225.75 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ON SAID EASTERLY LINE OF ELM STREET 91.5 FEET TO THE POINT OF BEGINNING AND CENTERLINE OF SAID EASEMENT; THENCE NORTHEASTERLY AT RIGHT ANGLES 35 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 72 FEET, MORE OR LESS, TO A CORNER OF THE BUILDING AT NUMBER 907 ELM STREET; THENCE FROM THE POINT OF BEGINNING, SOUTHWESTERLY AND CROSSING ELM STREET AT RIGHT ANGLES, TO A POINT 50 FEET BEYOND THE WESTERLY RIGHT OF WAY OF SAID ELM STREET; THENCE RETURNING ALONG THE LAST DESCRIBED COURSE TO A POINT 10 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY CURB OF ELM STREET; THENCE NORTHWESTERLY AND PARALLEL WITH SAID CURB 228 FEET; THENCE NORTHWESTERLY 44 FEET TO A POINT THAT IS 31 FEET SOUTH OF SAID CURB, THENCE WESTERLY 40 FEET TO A POINT 10 FEET SOUTH OF SAID CURB; THENCE WESTERLY AND PARALLEL TO SAID CURB 85 FEET TO A POINT THAT IS OF A PROJECTION SOUTH OF A LINE 5 FEET WEST OF THE BUILDING AT NUMBER 911 ELM STREET; THENCE NORTH ON THE LAST DESCRIBED LINE TO ITS TERMINUS 95 FEET NORTH OF THE SOUTHWEST CORNER OF THE BUILDING, IN DUPAGE COUNTY, ILLINOIS.

(AFFECTS LOT 4)

- AE 34. GRANT MADE BY DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 61116, TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, AND THE ILLINOIS BELL TELEPHONE COMPANY, A CORPORATION OF ILLINOIS, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, DATED JUNE 10, 1970 AND RECORDED JUNE 15, 1970 AS DOCUMENT R70-19380, OF AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH RIGHT OF ACCESS TO THE SAME AND THE RIGHT, FROM TIME TO TIME, TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE GRANT THEREIN GIVEN, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF PROPERTY SITED IN DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

STRIPS OF LAND 10 FEET IN WIDTH AS SHOWN SHADED ON THE ATTACHED SKETCH MARKED EXHIBIT "A" AND MADE A PART THEREOF ON THE PROPERTY OF THE GRANTOR

(AFFECTS LOTS 4 AND 6)

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020124822 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

- AF 35. GRANT DATED JUNE 30, 1969 AND RECORDED JULY 8, 1969 AS DOCUMENT R69-30060, BY DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 10, 1969 AND KNOWN AS TRUST NUMBER 69035, TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, OF EASEMENTS TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE SUCH POLES, WIRES, CABLES AND NECESSARY FACILITIES AND EQUIPMENT IN, OVER, UNDER, ACROSS, ALONG AND UPON STRIPS OF LAND 10 FEET IN WIDTH AS SHOWN SHADED ON PLAT ATTACHED AND MADE A PART THEREOF AND MARKED "EXHIBIT A" TOGETHER WITH PROVISIONS THEREIN CONTAINED.

(AFFECTS LOTS 4 AND 6)

- AG 36. THE SURVEY PREPARED BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6, INCLUDES A CERTIFICATION BY THE SURVEYOR: ACCORDING TO THE INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREIN DESCRIBED PROPERTY FALLS WITHIN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN SAID DESIGNATIONS BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 17043C0609H, WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, FOR COMMUNITY NUMBER 17043.

(AFFECTS LOTS 4 AND 6)

- BC 37. ENCROACHMENT OF THE CIRCULAR CONCRETE PAD LOCATED MAINLY ON THE PROPERTY SOUTHWESTERLY AND ADJOINING AND ONTO THE LAND BY AN UNDISCLOSED AMOUNT, AS DISCLOSED BY SURVEY DATED NOVEMBER 20, 2012, AS PREPARED BY MACKIE CONSULTANTS, LLC.

(AFFECTS THE SOUTHWESTERLY CORNER OF LOT 6)

(ENCROACHMENT ENDORSEMENT (DIMINUTION) APPROVED FOR THE LOAN POLICY)

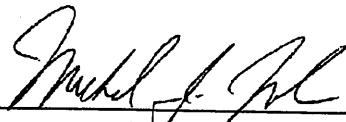
CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NUMBER: 1410 - 020124822 - UL

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020124822 - UL

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.

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)

POLICY NUMBER: 1410-020124822 - UL

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.



CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020124822 - UL

- (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
National Claims Administration
P.O. Box 45023
Jacksonville, FL 32232-5023

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 26-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND TO CONSTITUTE A LAWFULLY CREATED PARCEL ACCORDING TO THE SUBDIVISION STATUTES AND LOCAL SUBDIVISION ORDINANCES APPLICABLE TO THE LAND.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3-06 (AFFECTS LOT 6)

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IN THE EVENT THAT, AT DATE OF POLICY,
 - A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT CLASSIFIED ZONE 0-3 GENERAL OFFICE DISTRICT;
 - B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION:

OFFICES AND CLINICS OF DOCTORS OF MEDICINE, DENTISTS, OSTEOPATHS, CHIROPRACTORS, OPTOMETRISTS, PODIATRISTS, AND OTHER HEALTH PRACTITIONERS (801-804), BUT NOT EMERGENCY TREATMENT AS A REGULAR, ADVERTISED PRACTICE IN THE 0-1 DISTRICT.

HOME HEALTHCARE SERVICES.

MISCELLANEOUS HEALTH AND ALLIED SERVICES NOT ELSEWHERE CLASSIFIED.
2. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON
 - A. LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 2.A. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.
 - B. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES.
 - C. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3.1-06 (AFFECTS LOT 4)

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IN THE EVENT THAT, AT DATE OF POLICY,

A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT CLASSIFIED ZONE 0-3 GENERAL OFFICE DISTRICT;

B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION:

PHYSICAL FITNESS FACILITIES (7991), BUT NOT GYMNASIUMS, REDUCING FACILITIES, SLENDERIZING SALONS, OR SPAS.

OFFICES AND CLINICS OF DOCTORS OF MEDICINE, DENTISTS, OSTEOPATHS, CHIROPRACTORS, OPTOMETRISTS, PODIATRISTS, AND OTHER HEALTH PRACTITIONERS (801-804), BUT NOT EMERGENCY TREATMENT AS A REGULAR, ADVERTISED PRACTICE IN THE 0-1 DISTRICT.

HOME HEALTHCARE SERVICES.

MISCELLANEOUS HEALTH AND ALLIED SERVICES NOT ELSEWHERE CLASSIFIED.

C. THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1.B. IF THE USE OR USES ARE NOT ALLOWED AS THE RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 1.C. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.

2. THE COMPANY FURTHER INSURES AGAINST LOSS OR DAMAGESUSTAINED BY THE INSURED BY REASON OF A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION

A. PROHIBITING THE USE OF THE LAND, WITH ANY EXISTING STRUCTURE, AS INSURED IN PARAGRAPH 1.B.; OR

B. REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ZONING ORDINANCES AND AMENDMENTS HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:

- I. AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE
- II. FLOOR SPACE AREA OF THE STRUCTURE
- III. SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND,

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

- IV. HEIGHT OF THE STRUCTURE, OR
- V. NUMBER OF PARKING SPACES.

3. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON
- A. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES;
 - B. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 18.1-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THOSE PORTIONS OF THE LAND IDENTIFIED BELOW NOT BEING ASSESSED FOR REAL ESTATE TAXES UNDER THE LISTED TAX IDENTIFICATION NUMBERS OR THOSE TAX IDENTIFICATION NUMBERS INCLUDING ANY ADDITIONAL LAND:

PARCEL:

TAX IDENTIFICATION NUMBER(S):

09-01-207-009

(AFFECTS PART OF LOT 4)

06-36-405-019

(AFFECTS PART OF LOT 4)

09-01-207-010

(AFFECTS PART OF LOT 6)

06-36-405-021

(AFFECTS PART OF LOT 6)

06-36-405-020

(AFFECTS LOT 5)

2. THE EASEMENTS, IF ANY, DESCRIBED IN SCHEDULE A BEING CUT OFF OR DISTURBED BY THE NONPAYMENT OF REAL ESTATE TAXES, ASSESSMENTS OR OTHER CHARGES IMPOSED ON THE SERVIENT ESTATE BY A GOVERNMENTAL AUTHORITY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**LOCATION ENDORSEMENT 5 - SURVEY
(AFFECTS LOTS 4 AND 6)**

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN IN THE EVENT THAT:

THE PLAT OF SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6 DOES NOT ACCURATELY DEPICT THE LOCATIONS OF THE EXTERIOR BOUNDARIES OF THE LAND DESCRIBED IN SCHEDULE A, DOES NOT SHOW THE PROPER DIMENSIONS OF SAID BOUNDARIES, AND DOES NOT CORRECTLY REFLECT THE ABSENCE AS OF THE DATE OF SAID SURVEY OF ANY ENCROACHMENTS OR EASEMENTS NOT OTHERWISE EXPRESSLY SET FORTH IN SCHEDULE B.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 17.1-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IF, AT DATE OF POLICY (I) THE EASEMENT IDENTIFIED AS PARCELS 2 AND 3 IN SCHEDULE A (THE "EASEMENT") DOES NOT PROVIDE THAT PORTION OF THE LAND IDENTIFIED AS PARCEL 1 IN SCHEDULE A BOTH ACTUAL VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM OGDEN AVENUE (THE "STREET"), (II) THE STREET IS NOT PHYSICALLY OPEN AND PUBLICLY MAINTAINED, OR (III) THE INSURED HAS NO RIGHT TO USE EXISTING CURB CUTS OR ENTRIES ALONG THAT PORTION OF THE STREET ABUTTING THE EASEMENT.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 25-06
(AFFECTS LOTS 4 AND 6)

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND AS DESCRIBED IN SCHEDULE A TO BE THE SAME AS THAT IDENTIFIED ON THE SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2206 AS TO LOT 4 AND SURVEY MADE BY MACKIE CONSULTANTS, LLC DATED OCTOBER 10, 2012 AND LAST REVISED NOVEMBER 20, 2012, AND DESIGNATED JOB NO. 2207 AS TO LOT 6.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL**

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**LOCATION ENDORSEMENT 5 - SURVEY
(APPROVED FOR LOT 5)**

**THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED
SHALL SUSTAIN IN THE EVENT THAT:**

**THE PLAT OF SURVEY MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30,
2012, AND LAST REVISED NOVEMBER 20, 2012, DOES NOT ACCURATELY DEPICT THE
LOCATIONS OF THE EXTERIOR BOUNDARIES OF THE LAND DESCRIBED IN SCHEDULE A, DOES
NOT SHOW THE PROPER DIMENSIONS OF SAID BOUNDARIES, AND DOES NOT CORRECTLY REFLECT
THE ABSENCE AS OF THE DATE OF SAID SURVEY OF ANY ENCROACHMENTS OR EASEMENTS NOT
OTHERWISE EXPRESSLY SET FORTH IN SCHEDULE B.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 3.1-06
(APPROVED FOR LOT 5)

1. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED IN THE EVENT THAT, AT DATE OF POLICY,
 - A. ACCORDING TO APPLICABLE ZONING ORDINANCES AND AMENDMENTS, THE LAND IS NOT CLASSIFIED ZONE 0-3 GENERAL OFFICE DISTRICT;
 - B. THE FOLLOWING USE OR USES ARE NOT ALLOWED UNDER THAT CLASSIFICATION:

PHYSICAL FITNESS FACILITIES (7991), BUT NOT GYMNASIUMS, REDUCING FACILITIES, SLENDERIZING SALONS, OR SPAS.

OFFICES AND CLINICS OF DOCTORS OF MEDICINE, DENTISTS, OSTEOPATHS, CHIROPRACTORS, OPTOMETRISTS, PODIATRISTS, AND OTHER HEALTH PRACTITIONERS (801-804), BUT NOT EMERGENCY TREATMENT AS A REGULAR, ADVERTISED PRACTICE IN THE 0-1 DISTRICT.

HOME HEALTHCARE SERVICES.

MISCELLANEOUS HEALTH AND ALLIED SERVICES NOT ELSEWHERE CLASSIFIED.
 - C. THERE SHALL BE NO LIABILITY UNDER THIS PARAGRAPH 1.B. IF THE USE OR USES ARE NOT ALLOWED AS THE RESULT OF ANY LACK OF COMPLIANCE WITH ANY CONDITIONS, RESTRICTIONS, OR REQUIREMENTS CONTAINED IN THE ZONING ORDINANCES AND AMENDMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO SECURE NECESSARY CONSENTS OR AUTHORIZATIONS AS A PREREQUISITE TO THE USE OR USES. THIS PARAGRAPH 1.C. DOES NOT MODIFY OR LIMIT THE COVERAGE PROVIDED IN COVERED RISK 5.
2. THE COMPANY FURTHER INSURES AGAINST LOSS OR DAMAGESUSTAINED BY THE INSURED BY REASON OF A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION
 - A. PROHIBITING THE USE OF THE LAND, WITH ANY EXISTING STRUCTURE, AS INSURED IN PARAGRAPH 1.B.; OR
 - B. REQUIRING THE REMOVAL OR ALTERATION OF THE STRUCTURE ON THE BASIS THAT, AT DATE OF POLICY, THE ZONING ORDINANCES AND AMENDMENTS HAVE BEEN VIOLATED WITH RESPECT TO ANY OF THE FOLLOWING MATTERS:
 - I. AREA, WIDTH, OR DEPTH OF THE LAND AS A BUILDING SITE FOR THE STRUCTURE
 - II. FLOOR SPACE AREA OF THE STRUCTURE
 - III. SETBACK OF THE STRUCTURE FROM THE PROPERTY LINES OF THE LAND,

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

EXCEPT FOR REAR SETBACK AS LEGALLY NON-CONFORMING,
IV. HEIGHT OF THE STRUCTURE, OR
V. NUMBER OF PARKING SPACES.

3. THERE SHALL BE NO LIABILITY UNDER THIS ENDORSEMENT BASED ON
 - A. THE INVALIDITY OF THE ZONING ORDINANCES AND AMENDMENTS UNTIL AFTER A FINAL DECREE OF A COURT OF COMPETENT JURISDICTION ADJUDICATING THE INVALIDITY, THE EFFECT OF WHICH IS TO PROHIBIT THE USE OR USES;
 - B. THE REFUSAL OF ANY PERSON TO PURCHASE, LEASE OR LEND MONEY ON THE ESTATE OR INTEREST COVERED BY THIS POLICY.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**ALTA ENDORSEMENT FORM 25-06
(APPROVED FOR LOT 5)**

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF THE FAILURE OF THE LAND AS DESCRIBED IN SCHEDULE A TO BE THE SAME AS THAT IDENTIFIED ON THE SURVEY MADE BY MACKIE CONSULTANTS, LLC, NUMBER 2147, DATED MAY 30, 2012, AND LAST REVISED NOVEMBER 20, 2012.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS, OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 8.2-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF AN ENVIRONMENTAL PROTECTION LIEN THAT, AT DATE OF POLICY, IS RECORDED IN THE PUBLIC RECORDS OR FILED IN THE RECORDS OF THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT IN WHICH THE LAND IS LOCATED, UNLESS THE ENVIRONMENTAL PROTECTION LIEN IS SET FORTH AS AN EXCEPTION IN SCHEDULE B.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF THE INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL**

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

THE FOLLOWING ENDORSEMENT MAY BE CONSIDERED UPON RECEIPT AND REVIEW OF THE EXECUTED ALTA STATEMENTS OF BOTH BUYER AND SELLER AND RECEIPT AND REVIEW OF THE GENERAL CONTRACTOR'S SWORN STATEMENT WITH ALL FINAL LIEN WAIVERS FOR THE REMOVAL OF GENERAL EXCEPTION 4 BELOW.

POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBERS 1, 2, 3, 4, (EXCEPT FOR CONTRACTS LET BY, THROUGH OR UNDER AMAZING RESTORATION, INC. - AFFECTS LOT 5), AND 5 OF SCHEDULE B OF THIS POLICY ARE HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**UTILITY FACILITY ENDORSEMENT
(APPROVED FOR LOTS 4 AND 5)**

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH SAID INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACIES IN THE FOLLOWING ASSURANCE:

- 1. WATER, GAS, ELECTRIC, TELEPHONE, STORM SEWER AND SANITARY SEWER SERVICES ARE AVAILABLE TO THE LAND DESCRIBED IN SCHEDULE A EITHER OVER, UNDER OR UPON PUBLIC RIGHTS OF WAY DIRECTLY ADJACENT TO SAID LAND OR OVER, UNDER OR UPON AN EASEMENT (NOT TERMINABLE BY THE GRANTOR THEREOF OR BY HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS) FOR THE BENEFIT OF SAID LAND THAT CONNECTS TO PUBLIC RIGHTS OF WAY.**

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

**UTILITY FACILITY ENDORSEMENT
(APPROVED FOR LOT 6)**

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH SAID INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACIES IN THE FOLLOWING ASSURANCE:

- 1. WATER, GAS, ELECTRIC AND TELEPHONE ARE AVAILABLE TO THE LAND DESCRIBED IN SCHEDULE A EITHER OVER, UNDER OR UPON PUBLIC RIGHTS OF WAY DIRECTLY ADJACENT TO SAID LAND OR OVER, UNDER OR UPON AN EASEMENT (NOT TERMINABLE BY THE GRANTOR THEREOF OR BY HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS) FOR THE BENEFIT OF SAID LAND THAT CONNECTS TO PUBLIC RIGHTS OF WAY.**

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 19-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THE FAILURE OF THE PARCELS OF LAND DESCRIBED IN SCHEDULE A AS PARCEL 1, TAKEN AS A TRACT, DO NOT CONSTITUTE ONE PARCEL OF LAND; OR
2. THE PRESENCE OF ANY GAPS, STRIPS, OR GORES SEPARATING ANY OF THE CONTIGUOUS BOUNDARY LINES DESCRIBED ABOVE.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 9.2-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THE EXISTENCE, AT DATE OF POLICY, OF ANY OF THE FOLLOWING UNLESS EXPRESSLY EXCEPTED IN SCHEDULE B:
 - A. PRESENT VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS, OR RESTRICTIONS, OR ANY EXISTING IMPROVEMENTS ON THE LAND THAT VIOLATE ANY BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.
 - B. ANY INSTRUMENT REFERRED TO IN SCHEDULE B AS CONTAINING COVENANTS, CONDITIONS, OR RESTRICTIONS ON THE LAND THAT, IN ADDITION, (I) ESTABLISHES AN EASEMENT ON THE LAND; (II) PROVIDES FOR AN OPTION TO PURCHASE, A RIGHT OF FIRST REFUSAL, OR THE PRIOR APPROVAL OF A FUTURE PURCHASER OR OCCUPANT; OR (III) PROVIDES A RIGHT OF REENTRY, POSSIBILITY OF REVERTER, OR RIGHT OF FORFEITURE BECAUSE OF VIOLATIONS ON THE LAND OF ANY ENFORCEABLE COVENANTS, CONDITIONS, OR RESTRICTIONS.
 - C. ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, OR ANY ENCROACHMENT ONTO THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.
 - D. ANY ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B.
 - E. ANY NOTICES OF VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS RELATING TO ENVIRONMENTAL PROTECTION RECORDED OR FILED IN THE PUBLIC RECORDS.
2. DAMAGE TO EXISTING BUILDINGS
 - A. THAT ARE LOCATED ON OR ENCROACH UPON THAT PORTION OF THE LAND SUBJECT TO ANY EASEMENT EXCEPTED IN SCHEDULE B, WHICH DAMAGE RESULTS FROM THE EXERCISE OF THE RIGHT TO MAINTAIN THE EASEMENT FOR THE PURPOSE FOR WHICH IT WAS GRANTED OR RESERVED;
 - B. RESULTING FROM THE FUTURE EXERCISE OF ANY RIGHT EXISTING AT DATE OF POLICY TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF MINERALS EXCEPTED FROM THE DESCRIPTION OF THE LAND OR EXCEPTED IN SCHEDULE B.
3. ANY FINAL COURT ORDER OR JUDGMENT REQUIRING THE REMOVAL FROM ANY LAND

(CONTINUED)

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER: 1410 - 020124822 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ADJOINING THE LAND OF ANY ENCROACHMENT, OTHER THAN FENCES, LANDSCAPING, OR DRIVEWAYS,
EXCEPTED IN SCHEDULE B.

4. ANY FINAL COURT ORDER OR JUDGMENT DENYING THE RIGHT TO MAINTAIN ANY EXISTING BUILDING ON THE LAND BECAUSE OF ANY VIOLATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS, OR BUILDING SETBACK LINES SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORDS.

WHEREVER IN THIS ENDORSEMENT THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" APPEAR, THEY SHALL NOT BE DEEMED TO REFER TO OR INCLUDE THE TERMS, COVENANTS, CONDITIONS, OR LIMITATIONS CONTAINED IN AN INSTRUMENT CREATING A LEASE.

AS USED IN PARAGRAPHS 1.A. AND 4, THE WORDS "COVENANTS, CONDITIONS, OR RESTRICTIONS" DO NOT INCLUDE ANY COVENANTS, CONDITIONS, OR RESTRICTIONS (A) RELATING TO OBLIGATIONS OF ANY TYPE TO PERFORM MAINTENANCE, REPAIR, OR REMEDIATION ON THE LAND, OR (B) PERTAINING TO ENVIRONMENTAL PROTECTION OF ANY KIND OR NATURE, INCLUDING HAZARDOUS OR TOXIC MATTERS, CONDITIONS, OR SUBSTANCES, EXCEPT TO THE EXTENT THAT A NOTICE OF A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED OR FILED IN THE PUBLIC RECORDS AT DATE OF POLICY AND IS NOT EXCEPTED IN SCHEDULE B.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

Section II: No. 5

Standard for Variation

NO. 5

STANDARDS FOR VARIATION

Compliance with the Zoning Code is not possible and a variation from the strict letter of the Zoning Code is required in order to reasonably develop the subject irregularly shaped and designed lot with a professional office building. The subject lot is Lot 6 of the Office Park of Hinsdale Subdivision and commonly known as 10 Salt Creek Lane which is believed to have been created back in the late 1960's and early 1970's when existing office buildings surrounding the subject site were constructed. Subsequently, the Office Park of Hinsdale Subdivision was formally established in 2002 by the recording of the Office Park of Hinsdale Plat of Subdivision. In addition, to the lot being irregular in shape, the lot lines of all lots within the Office Park of Hinsdale Subdivision extend to the middle of the adjacent roadways. Although the roadways of the subdivision are privately owned, they function as public roadways. In particular 10 Salt Creek's eastern property line extends to the middle of Salt Creek Lane and the southern property line extends to the middle of Tower Lane. Typically zoning lots within the Village of Hinsdale do not extend to the middle of the adjacent roadways. Therefore, the Zoning Code written to apply to "standard lots", creates a unique hardship as applied to the subject lot because the portions of the lot that are located within the adjacent roadway and necessarily covered with asphalt are included in the calculation lot coverage when normally roadways are not part of the lot coverage calculation. Being a corner lot, 10 Salt Creek has not one but two street frontages that severely impacts its lot coverage calculation.

(a) Unique Physical Condition.

The Subject Property is exceptional because it is irregular in shape and has lot lines that extend to the center of the adjacent roadways that are used by the general public. But for the inclusion of the areas within the adjacent roadways into the lot coverage calculation, the professional office building as proposed would comply with the maximum lot coverage of 50% as permitted within the O-3 Office District. Excepting the roadways from the lot coverage calculation, the professional office building as proposed would have a lot coverage of 49.9%. Although, the adjacent roadways are used by the general public, the Zoning Code requires all property within the lots lines to be included in the lot coverage calculation. This is despite the fact the Section 6-111 H. *Exception and Explanatory Note: 12. Special Lot Coverage Calculation Standards:* except from the lot coverage calculation sidewalks, patios, decks, terraces, porches, gazebos and other special architectural features designed for passive recreational use of the general public, but not roadways.

The Applicant effectively asks that the lot coverage of its proposed office building be calculated without those portions of the subject property that are located within Salt Creek Lane and Tower Lane, since those roads are used by the general public as if they were public roads. Calculating the lot coverage on that basis, the proposed office building would be compliant with 49.9% lot coverage. Accordingly, the Applicant requests that it be granted a variation to increase the maximum lot coverage from 50% to 57% for the subject property.

(b) Not Self-Created.

The establishment of the initial layout of the Office Park of Hinsdale Subdivision with lot lines extending to the center line of the adjacent roads is not the result of action or inaction of the owner or the owner's predecessors in title. Said situation is believed to have been created back in the late 1960's and early 1970's well before the current owner and the owner's predecessors held title to the property.

(c) Denied Substantial Rights.

Because lot lines that extend to the center line of the adjacent roadways and private roads in of themselves are unique in the Village of Hinsdale, the Applicant believes that if it is required to include the roadway portions of the subject property in the lot coverage calculation in accordance with the strict letter of the Zoning Code, its right to reasonably develop its property would be deprived.

(d) Not Merely Special Privilege.

The ability to effectively exclude the roadway portion of the subject property from the lot coverage calculation is not a special privilege. Public roadways are typically not included into the lot coverage calculation because typically lot lines do not extend to the center line of the adjacent roadway. To the contrary the Applicant is not asking for a special privilege but to be treated like almost every other property owner within the Village of

Hinsdale and have the adjoining roadways excluded from its lot coverage calculation.

(e) Code and Plan Purposes.

The proposed lot coverage and use of the subject property is in harmony with the general and specific purposes of the Zoning Code and the 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 or improvements permitted in the vicinity;

The proposed lot coverage of 57% is not detrimental to the public welfare nor materially injurious to the enjoyment, use development or value property in the surrounding vicinity.

- (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;

The proposed lot coverage will not impair the supply of light and air to the properties and improvements in the vicinity.

- (3) Would substantially increase congestion in the public streets due to traffic or parking;

The proposed lot coverage will not increase congestion in public streets.

(4) Would unduly increase the danger of flood or fire;

The proposed lot coverage will not increase the danger of flood or fire.

(5) Would unduly tax public utilities and facilities in the area;

The proposed lot coverage will not adversely impact public utilities or facilities in the area.

(6) Would endanger the public health or safety.

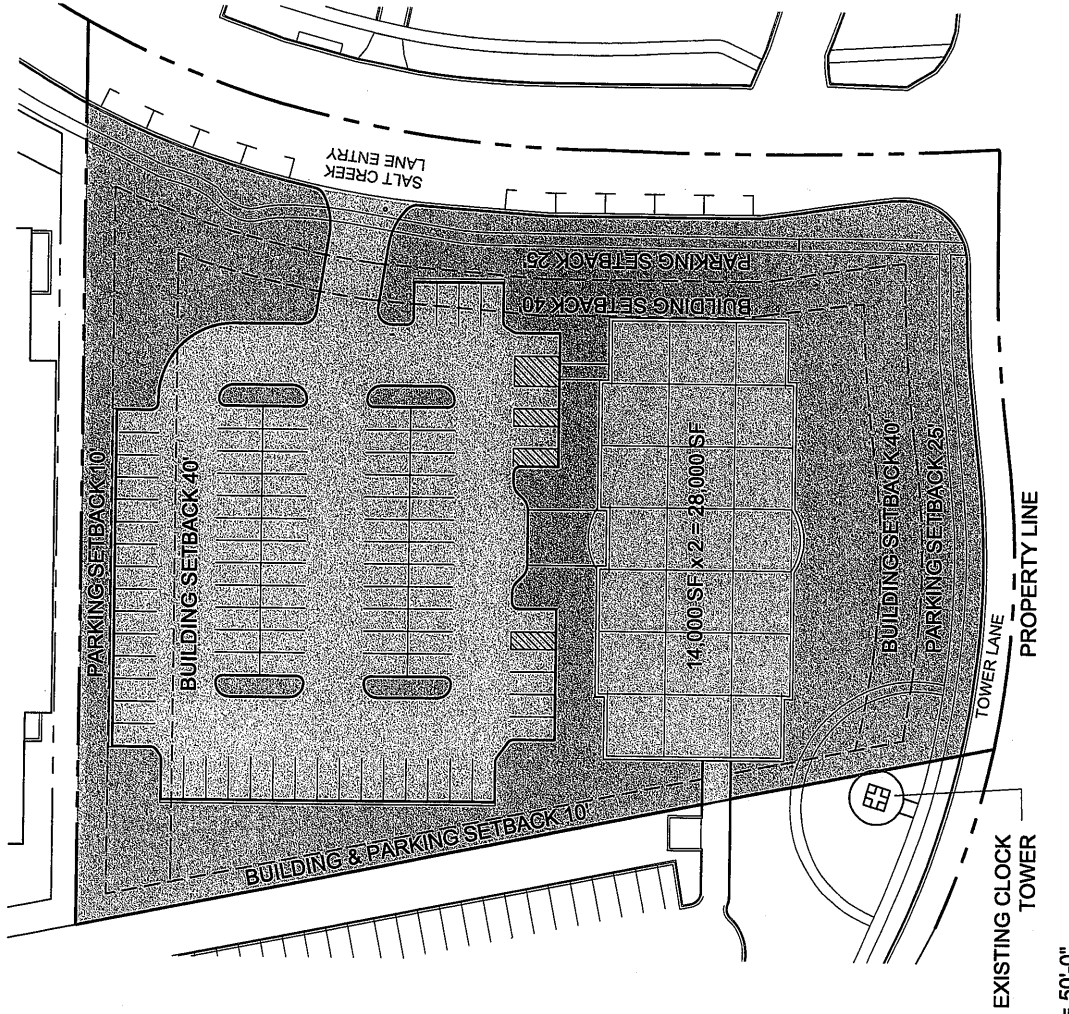
The proposed lot coverage will not endanger the public health or safety.

(g) No Other Remedy.

There are no other means by which the hardship can be avoided or remedied to a sufficient degree without allowing the proposed variations for the proposed lot coverage. Without the variation the development of the subject property would be unfairly restricted and would prevent the proposed office building which has been significantly reduce in size and scope as previously proposed. Without the granting of the requested variation, effectively eliminating the roadways from the lot coverage calculation, the Applicant will be penalized for maintaining private roadways at a significant cost saving to the Village and for a unique situation for which it did not create.

Section III: No. 1

Site Plan

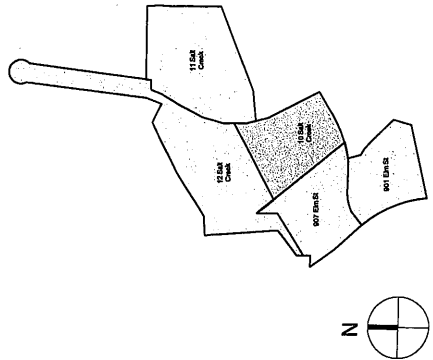


SITE DATA

SITE DATA	BACK OF CURB	ENTIRE SITE
SITE AREA (SF)	94,302	108,854
BUILDING FOOTPRINT (SF)	14,000	14,000
IMPERVIOUS AREA (SF)	47,030	61,582
PERVIOUS AREA (SF)	47,272	47,272
LOT COVERAGE	49.9%	56.6%
F.A.R.	.30	.26

BUILDING & PARKING DATA

BUILDING AREA (GROSS SF)	28,000
BUILDING AREA (NET SF)	27,000
ON-SITE PARKING	90 CARS
STREET PARKING	9 CARS
TOTAL PARKING COUNT	99 CARS
PARKING RATIO	3.67 C/1000



SITE PLAN

10 SALT CREEK
MEDICAL OFFICE BUILDING

Project No: 12075 Date: 2014.11.11

SCALE: 1" = 50'-0"

Section III: No. 2

Zoning Information

Salt Creek Medical Campus Comprehensive Lot Coverage Analysis

Hinsdale, IL 60521

2014.11.12

ESA # 12075



ECKENHOFF SAUNDERS ARCHITECTS

Zoning Requirements		Proposed		Existing							Total Development:	
Category	"O3"	10 Salt Creek	12 Salt Creek	907 Elm	901 Elm	11 Salt Creek	7 Salt Creek	15 Salt Creek	908 Elm	911 Elm	Sum Existing	
Site Area (SF)	20,000 Min.	108,854	224,808	97,600	95,903	170,811	101,102	144,750	249,857	213,446	1,298,277	
Street Area (SF)	-	14,552	54,492	8,692	9,556	11,619	2,692	0	11,808	739	99,598	
Effective Site Area (SF)	-	94,302	170,316	88,908	86,347	159,192	98,410	144,750	238,049	212,707	1,198,679	
Gross Area (SF)	-	28,000	68,000	32,000	34,835	57,520	40,428	44,652	129,144	53,664	460,243	
Net Area (SF) ¹	-	27,000	61,200	28,800	23,484	51,193	36,385	40,187	116,230	48,298	405,776	
Foot Print Area (SF)	-	14,000	20,615	10,670	13,370	14,380	13,476	14,884	32,286	17,888	137,569	
Impervious Area (SF) ⁴	-	47,030	84,141	47,443	48,072	82,979	43,756	87,048	142,547	87,752	623,738	
Pervious Area (SF)	-	47,272	86,175	41,465	38,275	76,213	54,654	57,702	95,502	124,955	574,941	
Calculations based on Property Line (Center of Street)												
F.A.R.	0.35	0.26	0.30	0.33	0.36	0.34	0.40	0.31	0.52	0.25	Average	
Lot Coverage ²	50% Max	56.6%	56.8%	55.9%	58.7%	51.5%	45.9%	60.1%	61.8%	41.5%	0.35	
Calculations based on Back of Curb												
F.A.R.	0.35	0.30	0.40	0.36	0.40	0.36	0.41	0.31	0.54	0.25	Average	
Lot Coverage ³	50% Max	49.9%	49.4%	53.4%	55.7%	52.1%	44.5%	60.1%	59.9%	41.3%	0.38	
Street Area Ratio:		13.4%	24.2%	8.9%	10.0%	6.8%	2.7%	0.0%	4.7%	0.3%	52.0%	
											7.2%	

¹ Floor Area for determining off street parking: "The gross floor area of a building minus floor space devoted to washrooms intended for general public use; elevator shafts and stairwells at each floor; floor space and shafts used for mechanical, electrical, and plumbing equipment; public foyers and atria intended for general public use; exterior building walls; floor space devoted to off street parking and loading, and basement floor space used only for bulk storage."

² Lot Coverage calculated for the entire site area, including streets where property line is at center of street.

³ Lot Coverage calculated for the effective site which is determined by back of curb in lieu of center of street.

⁴ Impervious Area excludes Street Area