

**VILLAGE OF LAKE BLUFF  
JOINT PLAN COMMISSION & ZONING BOARD OF APPEALS  
MEETING**

Wednesday, July 20, 2016  
Village Hall Board Room  
40 East Center Avenue  
7:00 P.M.

**A G E N D A**

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1. **Call to Order and Roll Call**
2. **Non-Agenda Items and Visitors (Public Comment Time)**  
The Joint Plan Commission & Zoning Board of Appeals Chair and Board Members allocate fifteen (15) minutes during this item for those individuals who would like the opportunity to address the Board on any matter not listed on the agenda. Each person addressing the Joint Plan Commission & Zoning Board of Appeals is asked to limit their comments to a maximum of three (3) minutes.
3. **Consideration of the June 8, 2016 PCZBA Special Meeting Minutes & June 15, 2016 Regular Meeting Minutes**
4. **Continuation of a Public Hearing to Consider the Following: (i) a Special Use Permit for a Planned Mixed-Use Development to Permit the Construction and Maintenance of a 16 Unit Multi-Family Structure and Related Improvements (Development) at 120 E. Scranton Avenue (former PNC Bank Property); and (ii) Any Other Zoning Relief as Required to Construct and Maintain the Development at the Property**  
*The PCZBA will receive a presentation from The Roanoke Group, take additional testimony, but will NOT vote on a recommendation to the Village Board regarding the proposed Development.*
5. **Continuation of a Public Hearing to Consider a Text Amendment to the Village's Zoning Regulations Establishing Regulations for Planned Mixed-Use Developments as a Special Use in the B Residence District (R-4), C Residence District (R-5) and Central Business District (CBD) (Text Amendment)**  
*The PCZBA will take additional testimony and anticipates voting on a recommendation to the Village Board regarding the proposed Text Amendment.*
6. **A Public Hearing to Consider: (i) a Variation From the R-3 Residence District Minimum Front Yard Setback Regulations of Section 10-5-3 of the Zoning Code; (ii) a Variation From the Required Front Yard Setback Impervious Surface Limitation Regulations of Section 10-5-7 of the Zoning Code; and (iii) Any Other Zoning Relief as Required to Construct an Attached Garage by Enclosing the Existing Car Port Located at 225 W. Center Avenue**
7. **A Public Hearing to Consider the Following Zoning Relief From the Following D Residence District (R-6) Regulations: (i) Maximum Floor Area Regulations of Section 10-5I-6 of the Zoning Code; (ii) Maximum Impervious Surface Coverage Regulations of Section 10-5I-7 of the Zoning Code; (iii) Maximum Building Coverage Regulations of Section 10-5I-8 of the Zoning Code; and (iv) Any Other Zoning Relief as Required to Build a One-Story Addition on the Rear of the House at 29721 N. Environ Circle**
8. **A Public Hearing to Consider: (i) a Variation From the Maximum Height Regulations of Section 10-9-4 of the Zoning Code for Fences on Residential Properties; and (ii) Any Other Zoning Relief as Required to Replace an Existing Wall Located Around Portions of the Perimeter of the Property at 733 Ravine Avenue**
9. **A Public Hearing to Consider: (i) a Variation From the Maximum Gross Floor Area Regulations of Section 10-5-6 of the Zoning Code; and (ii) a Variation From the Minimum Accessory Structure Side Yard and Rear Yard Setback Requirements of Section 10-5-9 of the Zoning Code; and (iii) Any Other Zoning Relief as Required to Construct a Detached Garage in the Rear Yard of the Property at 311 E. Center Avenue**
10. **A Public Hearing to Consider: (i) a Special Use Permit to Allow the Operation of a Physical Fitness Facility (SIC 7991) at 960 North Shore Dr., Unit #6; and (ii) Any Other Zoning Relief as Required to Operate the Physical Fitness Facility**
11. **Commissioner's Report** - Regular PCZBA Meeting Scheduled for August 17, 2016
12. **Staff Report**
13. **Adjournment**

*The Village of Lake Bluff is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact R. Drew Irvin, Village Administrator, at (847) 234-0774 or TDD number (847) 234-2153 promptly to allow the Village of Lake Bluff to make reasonable accommodations.*

**VILLAGE OF LAKE BLUFF  
JOINT PLAN COMMISSION & ZONING BOARD OF APPEALS  
SPECIAL MEETING**

**JUNE 8, 2016**

**DRAFT MINUTES**

**1. Call to Order & Roll Call**

Chair Kraus called to order the special meeting of the Joint Plan Commission and Zoning Board of Appeals (PCZBA) of the Village of Lake Bluff on Wednesday, June 8, 2016, at 7:00 p.m. in the Village Hall Board Room (40 E. Center Avenue).

The following members were present:

Members: Sam Badger  
David Burns  
Mary Collins  
Elliot Miller  
Gary Peters  
Steven Kraus, Chair

Absent: Leslie Bishop, Member

Also Present: Andrew Fiske, Village Attorney  
Drew Irvin, Village Administrator  
Brandon J. Stanick, Assistant to the Village Administrator (A to VA)

**2. Approval of the May 18, 2016 PCZBA Regular Meeting Minutes**

Member Miller moved to approve the May 18, 2016 PCZBA Meeting Minutes with changes requested by Mark Stolzenberg (resident). Member Collins seconded the motion. The motion passed on a unanimous voice vote.

**3. Non-Agenda Items and Visitors**

Chair Kraus stated the PCZBA allocates 15 minutes for those individuals who would like the opportunity to address the PCZBA on any matter not listed on the agenda.

There were no requests to address the PCZBA.

**4. Continuation of a Public Hearing to Consider Amending the Village of Lake Bluff Comprehensive Plan Concerning: i) the Downtown Land Use Plan (dated November 17, 1998), ii) Planning Principles for Central Business District Block Two (bounded by East Scranton Avenue, Walnut Avenue, East North Avenue and Oak Avenue) and Central Business District Block Three (bounded by East Scranton Avenue, Oak Avenue, East North Avenue and Evanston Avenue)**

Chair Kraus introduced the agenda item and noted the Comprehensive Plan must go through a public hearing process to be amended.

Chair Kraus asked the audience to refrain from any outburst as it detracts from the issues being discussed. Chair Kraus administered the oath to those in attendance and opened the public hearing.

Mr. Paul Lemieux (resident) expressed his opposition to the proposed Future Land Use Map regarding the planning of a municipal parking lot at 131 E. Scranton Avenue the lot immediately to the east of the Library. He stated allowing 131 E. Scranton Avenue to serve as a parking lot is not transitional from downtown to single-family neighborhood. He asked the civic use designation for 131 E. Scranton Avenue be removed and the lot retain its current designation as single-family residential.

Member Collins stated she is not in favor of designating 131 E. Scranton Avenue as a parking lot because it does not provide a good transition to the residential area to the east.

Member Peters expressed his support for maintaining the lot as single-family residential as well.

Following a discussion, Chair Kraus expressed his support for maintaining the single-family residential use. It was the consensus of the PCZBA to identify the strip of land immediately south of the Library building as future parking. The PCZBA also suggested the Village review alternative future land uses in the CBD.

Chair Kraus stated tonight's discussion is regarding i) the proposed amendments to the Future Land Use Plan, ii) the proposed amendments to the Long Range Downtown Public Parking Plan, and iii) the Ten Planning Principles for CBD Block Two and Block Three.

Ms. Robin McAfee (resident) expressed her concern regarding the Future Land Use Plan and that it allows for multi-family residential within a predominately single-family neighborhood. Currently, there are nine properties in the brown area that are single-family and not multi-family or rental properties. She expressed concern for putting all multi-family properties together instead of distributing them throughout the community.

Member Badger stated the brown areas are currently consistent with the Village's R-5 Zoning District. He asked if both single and multi-family are permitted in the R-5 District and asked if the effort is to be more consistent with the existing zoning.

A to VA Brandon Stanick stated the Future Downtown Land Use Plan was amended in 1999 after the adoption of the Comprehensive Plan in 1997. Teska conducted an extensive review process of the downtown planning area in 1998 and 1999. He reviewed the changes that have occurred in the downtown that are not reflected in the Future Downtown Land Use Plan. The blue lot at the southwest corner of Walnut and North Avenue was designated as multi-family (brown) but now it exists as a parking lot. The lot directly across is green because of the open space maintained by the Village. The Post Office which rents the space, was designated a civic use but the plan now reflects mixed use as this is commercial space. The former PNC Bank parcel (Block Three) was business to accommodate the former bank and now the recommendation is to change the use to multi-family. The condominiums on the corner next to Village Hall which was planned multi-family/office use have changed to make it multi-family as it is currently used today.

Member Miller inquired why the multi-family use along the north side of North Avenue should remain next to single-family homes. Village Administrator Drew Irvin stated the area was developed multi-family because of its close proximity to the Metra Train Station. He stated as best practices automobile usage is reduced when there is greater walkability to public transportation. A discussion regarding future land use changes ensued.

Village Administrator Irvin stated the existing multi-family zoning district is relatively small in terms of land area and similar to the land area occupied by the former Armour Estate in the Tangley Oaks

Subdivision. There is not much land area dedicated to multi-family in the Village and a goal of the Village's Strategic Plan is to have housing products and types that serve the community through multiple stages of life.

Member Burns expressed his understanding there is a specific difference regarding the Existing Downtown Land Use Map and the Existing Future Land Use Plan. He noted the Village Zoning Map already designates this area as multi-family residential.

A to VA Stanick stated there are single-family homes currently in the R-5 District and confirmed the future land use plan is consistent with the multi-family zoning on the Village's zoning map.

Ms. McAfee (resident) expressed her opposition to the Village's current zoning of multi-family residential north of the downtown.

Village Administrator Irvin stated that single-family and multi-family residential are both permitted uses in the R-5 District. He also stated multi-family does not always have to be renter occupied housing.

Mr. Tom McAfee (resident) asked why multi-family has to be clustered in one area instead of being distributed throughout the Village. Mr. McAfee stated to take a block that is largely single-family (yellow) and change it to multi-family (brown) without any information besides a document from 1998 is inconsistent. He expressed his belief that many of the principles that past plans were based on have changed.

Chair Kraus advised that both single and multi-family uses are permitted in the R-5 District. The overall vision for the Village has been to have multi-family in this area.

Member Collins expressed her belief the Zoning Code is more likely to drive future development. She stated the R-5 District has different requirements than the rest of east Lake Bluff.

Member Miller expressed interest in reviewing whether the R-5 District should be rezoned to single-family use.

Member Badger expressed his preference not to change the future land use along North Avenue and Washington Avenue at this time.

Chair Kraus stated that changing any underlying zoning will first need to be studied along with the entire Village. He expressed his agreement with Member Badger noting the matter needs to be reviewed in the future in a more comprehensive manner before recommending any changes.

Member Peters stated a compromise could be to zone the north half of North Avenue as single-family and leave the south half of Washington Avenue multi-family.

It was the consensus of the PCZBA to study the single and multi-family zoning districts in the future.

Mr. Chris Volkert (resident) suggested the PCZBA consider using the existing Public Safety Building property for future multi-family housing.

Mr. Mark Stolzenberg (resident) stated his home was built in the 1990's after the Comprehensive Plan was adopted and he recently learned there was a proposal to construct a multi-family

development on his neighboring properties along the north side of North Avenue that failed. He stated when considering the Future Downtown Land Use Plan the Village may not have been consistent with what was approved a few years before.

Mr. Lee Nysted (resident) stated the use for the property is now changing to multi-family although its not being rezoned. Mr. Nysted distributed hard copies of his comments that he read aloud.

In response to a comment from Mr. Nysted, Village Administrator Irvin explained the idea of going from commercial to multi-family use is a downzoning in terms of intensity from commercial to residential use. He stated it is more difficult to transition from a commercial use to a single-family detached use.

Ms. Jean Niemi (resident) suggested the Village consider the former PNC property for additional parking.

As there were no further comments, Chair Kraus closed the public hearing.

Chair Kraus summarized the decision before the PCZBA concerning its consideration of a recommendation to the Village to amend the Comprehensive Plan related to the following: i) revisions to the Future Downtown Land Use Plan, ii) revisions to the Long Range Downtown Public Parking Plan, and iii) adopting the Ten Planning Principles from the Downtown Visioning Study for CBD Blocks Two and Three.

Member Collins expressed interest in having a trigger to review the R-5 District. Chair Kraus stated he is comfortable with reviewing the R-5 Zoning and the land uses in the CBD.

Chair Kraus requested the minutes reflect the PCZBA's desire to reflect on all the points being submitted to the Village Board for consideration.

Member Collins moved to recommend the Village Board approve the following amendments to the Comprehensive Plan related to the:

- i. Revisions to the Future Downtown Land Use Plan by designating: existing Walnut Parking Lot as a civic use (blue), southeast corner of Walnut/North as open space use (green), the northeast corner of Walnut/Scranton as mixed use (red), the westerly four parcels comprising Block III as multi-family residential use (brown) and the easterly most parcel of Block III as open space use (green), the lot immediately east of the Library as single-family residential use (yellow), and the northwest corner of Oak/Center (Bluff Condominiums) as multi-family residential use (brown).
- ii. Revisions to the Long Range Downtown Public Parking Plan by: removing the off-street public parking use from the southeast corner Walnut/North, removing the off-street public parking use from the parcel along the south side of North Avenue that is three parcels west of Oak Avenue, and removing the off-street public parking use from the lot immediately to the east of the Library, however, maintain the off-street public parking use for the strip of land immediately south of the Library.
- iii. Acceptance of the following Ten Planning Principles identified for CBD Block Two and Block Three:
  - a. Where Block Two abuts Scranton Ave, ground floor commercial uses, compatible with the CBD, should promote the pedestrian-oriented main street environment of Scranton Ave.;

- b. Where Block Two abuts North Ave, residential uses with appropriate setbacks should be in character with and scaled to the surrounding neighborhoods;
- c. Block Three should be treated as a residential transition between the CBD to the west and scaled to the surrounding neighborhoods;
- d. Blocks Two and Three should make use of internal alleyways for service and loading with vehicular access from Oak Ave and/or Walnut Ave.;
- e. Off-street parking should be provided within building structures and behind building developments so as to be screened from public view;
- f. On-street parking should include parallel parking along Scranton Ave. Diagonal parking may be considered along Walnut Ave and Oak Ave.;
- g. There should be continuity of streetscape treatments along Scranton Ave and southern portions of Walnut and Oak Avenues that are reflective of the specific use, including, but not limited to, wide sidewalks, traditional light poles, in ground tree planters, and site furnishings as appropriate;
- h. Streetscape treatments along North Ave streetscape should be treated as an extension of the neighborhood street, including continuous sidewalks, parkways, and canopy tree plantings;
- i. Mature stands of trees and open spaces should be preserved; and
- j. Public gathering spaces are encouraged as are pedestrian ways that provide linkages between the development entrances, parking areas and surrounding CBD destinations.

Member Miller seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Peters, Badger, Burns, Collins, Miller and Chair Kraus  
Nays: (0)  
Absent: (1) Bishop

## **5. Commissioner's Report**

Chair Kraus reported the next regular PCZBA meeting is scheduled for June 15, 2016.

A to VA Stanick provided an updated on the upcoming zoning petitions, as well as the CBD Block Three Redevelopment petition.

Village Attorney Andrew Fiske stated the Block Three redevelopment public hearing will also include a text amendment to the Zoning Code establishing regulations for Planned Mixed-Use Developments as a special use in the R-4, R-5 and CB Zoning Districts. A discussion followed.

## **6. Staff's Report**

A to VA Stanick reported the PCZBA is scheduled to meet next week and then again on July 20<sup>th</sup>.

## **7. Adjournment**

As there was no further business to come before the PCZBA, Member Badger moved to adjourn the meeting. Member Miller seconded the motion. The meeting adjourned at 8:25 p.m.

Joint Plan Commission & Zoning Board of Appeals  
Special Meeting Minutes – June 8, 2016

Respectfully submitted,

Brandon Stanick  
Assistant to the Village Administrator

**VILLAGE OF LAKE BLUFF  
JOINT PLAN COMMISSION & ZONING BOARD OF APPEALS  
REGULAR MEETING**

**JUNE 15, 2016**

**DRAFT MINUTES**

**1. Call to Order & Roll Call**

Chair Kraus called to order the regular meeting of the Joint Plan Commission and Zoning Board of Appeals (PCZBA) of the Village of Lake Bluff on Wednesday, June 15, 2016, at 7:00 p.m. in the Village Hall Board Room (40 E. Center Avenue).

The following members were present:

Members: Sam Badger  
Leslie Bishop  
David Burns  
Mary Collins (arrived late)  
Elliot Miller  
Gary Peters  
Steven Kraus, Chair

Also Present: Peter Friedman, Village Attorney  
Drew Irvin, Village Administrator  
Jeff Hansen, Village Engineer  
Brandon J. Stanick, Assistant to the Village Administrator (A to VA)

**2. Non-Agenda Items and Visitors**

Chair Kraus stated the PCZBA allocates 15 minutes for those individuals who would like the opportunity to address the PCZBA on any matter not listed on the agenda.

There were no requests to address the PCZBA.

**3. A Public Hearing to Consider the Following: i) a Text Amendment to the Village's Zoning Regulations Establishing Regulations for Planned Mixed-Use Developments as a Special Use in the B Residence District (R-4), C Residence District (R-5) and Central Business District (CBD); ii) a Special Use Permit for a Planned Mixed-Use Development to Permit the Construction and Maintenance of a 16 Unit Multi-Family Structure and Related Improvements (Development) at 120 E. Scranton Avenue (former PNC Bank Property); and iii) Any Other Zoning Relief as Required to Construct and Maintain the Development at the Property.**

Chair Kraus introduced the agenda item and requested an update from Staff.

A to VA Brandon Stanick announced additional seating is available in the Public Safety Building Community Room will a television for residents to watch the meeting live. Also, arrangements have been made for anyone in the Public Safety Building that would like to make a statement during the public hearing portion.

A to VA Stanick reported in May 2016 the Village received a zoning petition from The Roanoke Group (Petitioner) seeking:

- a text amendment to the Village’s Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD);
- a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property); and
- any other zoning relief as required to construct and maintain the Development at the Property.

A to VA Stanick reported the Petitioner’s application seeks approval to construct a planned development on a 0.76 (33,000 sq. ft.) parcel in Block Three of the CBD commonly known as the former PNC Bank property. The application proposes a three story, 16 unit multi-family building with the third story set back from the second story building wall and fully-enclosed grade level parking for 32 spaces. The Development also proposes vehicular access off of Oak Avenue and Evanston Avenue with a permeable paver drive along the full length of the north side of the Property. According to the overall site plan, no existing trees will remain. He reviewed the informational materials provided in the packet noting a memorandum from Village Engineer Jeff Hansen dated June 8, 2016 responds to the results of the Petitioner’s traffic study (performed by KLOA, Inc.) and stormwater requirements. A chart comparing the Development to the Village’s zoning regulations for CBD and the R-4 Residence District is also attached.

A to VA Stanick stated a proposed draft ordinance amending the Village’s Zoning Code to establish a process and related regulations for the approval of PMDs prepared by Village Legal Counsel is also provided. Consistent with existing planned development regulations in the Village’s Zoning Code, the draft PMD regulations include: i) General Provisions, ii) Procedure, iii) Standards and Conditions, iv) Authority to Modify Regulations, v) Adjustments and Amendments to Approved Final Plans and vi) Application Requirements. A to VA Stanick stated in summary, the draft PMD regulations include a two-phase review process with a required site plan review by the Architectural Board of Review following Final Plan approval considered by the PCZBA. As the PCZBA is aware, traditional use, bulk, space and yard regulations may be relaxed to achieve Village objectives including, but not limited to, creative approaches to mixed-use development of land through the planned development process.

A to VA Stanick stated should the PCZBA want to further consider the Development, it is recommended they consider the Petitioner’s responses to the Text Amendment Guiding Principles (to consider the draft PMD regulations), as well as the Standards and Conditions (Section 10-15-3) outlined in the draft PMD regulations to consider conceptual development plan approval. He then reviewed the draft standards and conditions.

Village Attorney Peter Friedman stated the PMD Ordinance is based on the Planned Commercial Development (PCD) regulations adopted at the time the Village approved the Target Retail Center Development. The Village has used the zoning process not only for the Target PCD but also for Planned Residential Developments. This was the basis for the proposed PMD text amendment being considered tonight.

Village Attorney Friedman addressed the comments submitted by PCZBA Member Collins regarding the extent and timing of the ABR review in conjunction with the PCZBA’s review of a PMD proposal. Additionally he addressed a comment by Member Collins regarding the

possibility of a super majority vote requirement and noted a super majority vote is only required by the Village Board on a negative recommendation concerning a zoning variation. This is a policy decision for the PCZBA and Village Board, but would be a change in policy for the Village if used in the proposed PMD regulations.

Village Attorney Friedman stated there are numerous standards a PMD must address during the review process. He stated in reviewing the PCD regulations there are numerous provisions regarding how to address impact on neighboring properties. There is a specific provision that was believed to be cumulative and ambiguous in either situation whether the PCZBA wanted to approve or deny a proposed PMD. He stated, because he felt that the provision was ambiguous and unnecessary it wasn't included in the draft PMD ordinance. He stated he chose this action as the Village Attorney, and as a legal matter, felt the ordinance works better without the provision. He stated there are numerous provisions in the draft ordinance that protect the Village's and PCZBA's right to deny a proposed development, if the PCZBA and/or Village Board determine a proposed development adversely impacts neighboring properties. He commented on the standards and conditions in the draft ordinance regarding impact on other property.

Chair Kraus stated the PCZBA received in their packets the input from the community and thanked the public for their comments. Chair Kraus reviewed the public hearing process and protocol for the meeting. He stated the text amendment and special use permit, when considered for a vote, will be voted on independently of one another.

Chair Kraus opened the floor to the PCZBA for questions concerning the materials provided in the packet.

In response to a question from Member Miller, Village Attorney Friedman stated a proposed PMD does not have to be all residential as the text amendment was written to provide flexibility in allowing more than one use. Also, the proposed PMD applies throughout the CBD, R-5 District and R-4 District.

Member Badger stated given the tenor of the proceedings he would prefer the deleted provision concerning the impact that a development may have on other property be put back into the draft ordinance.

Member Bishop stated the document is worded to sound as if anything that does not work with the surrounding neighborhood could be a problem. She asked if the Village could make any improvements to Block Three without going up against the provision regarding noncompliance with the surrounding neighborhood. Village Attorney Friedman stated that would be a judgement call by the PCZBA and Village Board when considering if the proposal meets the applicable standards outlined as part of the PMD text amendment. Village Attorney Friedman stated the special use and PMD process is designed to provide flexibility which allows the Village a lot of discretion.

Chair Kraus administered the oath to those in attendance and opened the public hearing.

Mr. Peter Kyte, representative of The Roanoke Group (Petitioner), introduced the following individuals associated with the project: Mr. Eric Russell (Traffic consultant from KLOA, Inc.), Mr. Robert Hidey (Architect from Robert Hidey Architects) and Mr. Jerry Callahan (Legal

Counsel representing the Petitioner). Mr. Kyte stated they have met with a group of residents to review the proposal before tonight's meeting and received feedback on the proposed plans which will also be reviewed.

Mr. Kyte provided background information on The Roanoke Group. He stated as a result of the vibrant downtown they have been paying close attention to the CBD design process and how it relates to Blocks Two and Three. Mr. Kyte showed a previous proposal submitted earlier this year and expressed his agreement with the sentiment of the community the development did not fit within Lake Bluff. He stated a PMD would allow for residents and Village Officials to provide input on the development as it goes through the review process. Mr. Kyte confirmed The Roanoke Group is not the property owner, but does have a contract with the owner that is contingent on the project being approved.

Mr. Kyte showed a diagram of what could be built as of right based on the current underlying zoning. He showed examples of new construction along the North Shore and commented on the features noting those the transitional buyer is not currently pursuing. Mr. Kyte presented demographic statistics and expressed his belief the future population will not be looking for traditional housing types.

Mr. Kyte stated a traffic study has been conducted and noted there will be no traffic issues associated with the project. Mr. Kyte stated the Petitioner's fiscal impact consultant, Kane, Mekenna & Associates, Inc., anticipates a future net fiscal impact that will increase the base tax. He stated the Development will not negatively impact School District #65. Lastly, Mr. Kyte showed photographs of the existing conditions surrounding the site and neighborhood. He then introduced Robert Heidy of Robert Heidy Architects.

Mr. Heidy noted the intention with the development is to create a residential project that responds to the context of Scranton Avenue. Mr. Heidy showed preliminary sketches of the development for the site. Mr. Heidy showed an aerial of the site. He described the development as having a minimal setback along Scranton Avenue, and the building's façade along Scranton Avenue, as broken up to minimize the massing of the structure. He noted the third story is setback 10 feet from the second story building wall. He showed an access lane on the north side providing rear loaded access to the garages built at grade. In the previous proposal there was a through lane which we concluded is not necessary and landscape elements will be provided to separate access from the two east and west roads into the site and prevent through traffic through the rear of the development.

Mr. Heidy showed the floor plans consisting of four units on the first floor fronting Scranton Avenue. The second story having eight units and the third story having two penthouse units. He stated trash is enclosed within the parking enclosure and there are exterior stairs that provide egress from the second and third stories. The primary entrances to the building are located around the perimeter of the development and access points to the second and third floors would be through an elevator. He provided information on the open space, positioned mid-block, along Scranton Avenue.

Mr. Heidy stated the second floor consists of four units per building serviced by an elevator corridor. The third floor consist of two penthouse units with a landscaped terrace and three walls of daylight around the perimeter. The roof plan shows a slopping, hip roof that seeks to reduce the impact of the third story.

Mr. Heidy reviewed the preliminary landscape plan noting the pocket park located mid-block along Scranton Avenue. He showed images of the exterior of the building which is predominately masonry. He showed perspectives of the building elevations from street level along Evanston and Oak Avenues. Mr. Heidy showed a diagram of the third story depicting the third story setback compared to a daylight plane regulation. Mr. Heidy showed the building pop-out projections and noted it helps mitigate the long walls of the facades. Mr. Heidy showed a series of 3D images of the proposed development as well.

Mr. Heidy showed proposed changes to the Scranton Avenue curb face to allow greater streetscape plantings and continue the parallel parking scheme. He showed the landscape features from the rear of the property. Mr. Kyte stated the plan is to install mature maple trees and smaller crabapple trees.

The Petitioner concluded the presentation and Chair Kraus opened the floor for comments from the Commissioners.

Member Badger asked about the impact to stormwater drainage given the amount of impervious surface on the site. Mr. Kyte stated the preliminary stormwater report suggests the use of permeable pavers and wells could be used if there is a need to accommodate drainage. He also noted sewers could be increased in capacity to hold additional stormwater.

Member Burns asked why the landscape feature is mid-block and not designed to take advantage of maintaining the existing Oak tree stand along Evanston Avenue. Mr. Kyte stated it was important to minimize the impact the two structures have along the streetscape and the space in the middle improves the appearance for the neighbors and provides an opportunity to install a pocket park.

Member Miller expressed his concern the proposed units, because of their cost, would not serve a transitional housing type. He stated the proposal does not fill a need for Lake Bluff. The space is smaller, but the cost and taxes will not change. Mr. Kyte expressed his preference to build a less dense development in the CBD. He stated it is not financially feasible to lower the price of the units at this density or move forward without a third story.

Member Burns expressed concern for the transition from this building to the surrounding areas. He inquired about the transitional elements that could be incorporated to make it fit into the community. Mr. Kyte expressed his belief it would be beneficial to separate the two buildings as part of the transition as there are unrelenting long building walls along Blocks One and Two already. He stated the building was designed to look like the front of a house as you transition from the side.

Member Badger expressed concern with the lack of an adequate setback from the Evanston Avenue side. He stated the Planning Principles recommended for adoption by the PCZBA conserve open space because it serves as a transition between residential on the east and commercial on the west. He asked if there was a model with less units that could provide more transition on the east side of the site.

Mr. Heidy stated each of the four parking bays (holds eight cars each) measure 64 ft. in width and have 20 ft. deep parking stalls and 24 ft. drive aisles which is a traditional approach to parking. He stated the building could be reduced and moved westerly, providing more open space on the east; however, there is a need to maintain the proposed parking grid and the only way to do that is to minimize the setback on the west side.

Member Bishop expressed concern for the proposed height of the building and the setback provided on the north. Mr. Heidy stated the building is setback 80 ft. from its second story the houses on the north and setback 90 ft. from its third story.

Member Peters asked if it was possible to reduce portions of the second story roof. Mr. Heidy stated because of the nature and type of building there is an expectation for a ceiling height of 9 ft. He commented on the various heights used throughout the building to accommodate elevator access.

In response to a question from Chair Kraus, Mr. Heidy stated the open space in the front is public space.

Chair Kraus asked for a tree survey that shows the location of the trees being removed and those being planted. In addition, he inquired about the need for two parking spaces per unit. Mr. Kyte expressed his understanding the Zoning Code requires two spaces for multi-family units. He noted the extra parking space could be used for storage if not used for a vehicle.

In response to a question from Chair Kraus, Mr. Kyte stated the development will have covered parking and an enclosed trash receptacle and a fence along the rear perimeter of the property. Mr. Kyte expressed interest in providing additional landscaping.

Chair Kraus asked for additional information regarding the daylight plane impact, the proposed setbacks and the views of the existing conditions all around the site. He stated the PCZBZ will look to further discuss having open space on the east along Evanston Avenue.

Member Bishop asked if the third story penthouses could be smaller so they are less visible. Mr. Kyte stated they have made an effort to minimize the third floor. Member Bishop encouraged them to continue exploring options to minimize the third floor impact.

Member Miller suggested the Petitioner explore creating a more transition housing concept on the east to better blend in with the beginning of the single-family neighborhood. Mr. Kyte stated the building is designed to appear as two buildings, but also as townhomes with the relief provided along the front and east/west sides of the building.

Member Miller expressed his interest in making the easterly portion of the building more like three individual single-family homes.

As there were no further comments from the PCZBZ, Chair Kraus opened the floor for public comments.

Mr. Rick Lesser (resident) expressed concern for the project's conflict with the neighbors to the north and east. He stated the Petitioner is using planned development regulations as a means to avoid the Village's existing zoning which is a bad policy and something the PCZBA should avoid. Mr. Lesser stated the proposed development is in stark contrast to any other development in Lake Bluff. The Village has been and should be championed as a community with a hometown feel for families and children. Mr. Lesser stated he has experienced similar processes, specifically the Stonebridge Planned Development, and asked what has The Roanoke Group actually built. He stated the Village should want a builder with a proven track record. Mr. Lesser expressed concern for maintain the scale of the Village and stated he served on the Village Board when the Block One proposal was considered. He stated a third story was appropriate because there were no neighbors to impact. Mr. Lesser stated Block Three is a transitional area and whatever is built there should be something that will carry

through with that transition. Lastly, Mr. Lesser asked the PCZBA to not recommend approval of the project.

Mr. Mark Stolzenberg (resident) showed pictures of the existing conditions of the site. He showed a sketch of the proposed development and then showed a sketch of the proposed building elevations in comparison to the existing PNC Bank elevations on Scranton and Oak Avenues. He commented on how the development would look from the backyards along North Avenue. Mr. Stolzenberg stated Planning Principles #3, #7 and #9 are relevant to this development. Mr. Stolzenberg stated he welcomes a development that is responsible and fits with the character of the community. He stated if we undertake the significant revision to the Zoning Code that this development requires this could greenlight other similar developments in other areas of the community.

Ms. Catherine Briand (resident) stated this development is not transitional and noted the type of development proposed belongs in Evanston or along Greenbay Road in Winnetka. She expressed concern for the change in use and the removal of the existing landscaping. Ms. Briand stated a developer that has no track record to speak of is not someone to be trusted. She stated this is a greenlight for developing Block Two in a similar manner. Ms. Briand added that there is no sufficient on-street parking for visitors.

Mr. Porter Vargas (resident) questioned the proposed PMD draft ordinance regarding the positive recommendation that is generated should the PCZBA not take action within 60 days. Village Attorney Friedman stated that may occur after the conclusion of the public hearing if the PCZBA took no action; however, the PCZBA would have to close the public hearing before the 60 day timeline starts. Additionally, Mr. Vargas expressed concern for having the regulations protect the Village in the event the Developer doesn't follow through with the development plans. Village Attorney Friedman stated if the Village approves a final PMD development plan there will be numerous protections built in the ordinance to ensure that if the developer is not able to complete the project, the property will be restored.

Ms. Robin McAfee (resident) stated she is appalled that the Village would consider circumventing the democratic process by allowing a special permit. She stated Lake Bluff is a two story town and she is worried the Village is accommodating a developer with the sole purpose of making a profit instead of looking out for the Village's well-being.

Ms. Ruth Schnell (resident) stated transitional housing could mean a combination of different things. She expressed her support for having condominiums near downtown and the library.

Ms. Marina Carney Puryear (resident) stated the Village is fortunate to have a CBD that is anchored by green space. The proposed plan is better than the previous plan, but the impact on the green space is more significant largely due to the loss of the 11 mature oak trees. She stated this is a precedent setting decision for downtown. She asked the PCZBA to consider the impact to the landscape and the need to strike a balance.

Ms. Christine Letchinger (resident) stated land use and zoning must evolve overtime. The Village has changed a great deal in the past 20 years and the Village's Advisory Boards have accomplished a lot in regards to land use. She stated this project is better than the previous project although it needs tweaked. She stated there is concern regarding financing and noted there are financial safeguards built-in the approval documents to ensure public improvements will be made.

Ms. Letchinger stated this development will not set a precedence because every plan is considered separately and specific to the property. She stated the third story is not necessarily a bad thing depending on the design and that the Evanston Avenue side needs reviewed. Ms. Letchinger commented on past redevelopments and noted every time there is a proposal we have the same concerns for height, density, parking and traffic, yet the Village has managed to do various developments with the assistance of its advisory boards. She stated she wanted to give this perspective because it matters to take pause and consider this could work in the long run.

Mr. Thomas McAfee (resident) expressed concern for changing the zoning regulations for the downtown. He stated for the proposed Block Three development the Village is considering two new critical conditions for a text amendment from the Zoning Code to allow for a planned multi-use development and a special use permit. He stated these conditions by the PCZBA still do not change the existing underlying zoning for Block Three. He expressed his concern the use of the PMD conceals the numerous zoning variations that will be required by the Petitioner. Variations from the building height and impervious surface will be needed. He stated it is critical for all government agencies to maintain transparency with their actions and conduct. He stated the PMD is being used to disguise the magnitude of the required variations. Mr. McAfee stated it was inappropriate for the Village to remove the standard regarding impact to neighboring properties as this was included in the PCD ordinance, the basis for creating the PMD draft ordinance. Mr. McAfee expressed concern for the process is not transparent and there has been a lot of behind the scenes coordination with this project. Mr. McAfee stated the proposal has been thoughtful and the building is beautiful, but it's completely out of context with the community.

Mr. Robert Isham (resident) stated he is planning to transition to his home at 134 North Avenue but does not want to if the proposed development is approved. Mr. Isham stated he supports all the comments against this project. It is a very good looking project but it does not belong in Lake Bluff.

Mr. Paul Lemieux (resident) stated he supports the multi-family use for the property and is sensitive to the comments that it maybe not be transitional and it's too bulky, but the review process will address those elements. In terms of use he likes the multi-family use there and stated single-family housing on that block would not be useful because the prospect of six driveways coming out onto Scranton Avenue, as well as the removal of all the parking would considerably change the character of the block. He stated the Village does not need townhouses and flats are a great idea and asked the Village to address the bulk.

Mr. Thomas Zarse (resident) stated it is a beautiful building but the wrong location for Lake Bluff. He commented on the proposed development for the former Children's Home in Lake Bluff and noted the Village made the right decision to maintain the character of the neighborhood by allowing single-family homes. He stated single-family houses on the east end of this lot is appropriate; it is currently zoned that way and should not be changed.

Ms. Holli Volkert (resident) asked the PCZBA to remember there are homes on North Avenue that actually face Oak Avenue. Ms. Volkert stated we have historic homes in the Village and it would be nice to be appreciated for preserving the historic homes in the downtown.

Mr. Kyle Petersen (resident) stated he is opposed to the zoning changes and the character of the community needs preserved. He stated Block One makes sense to be three stories because you

have the densest buildings in the core of the urban area and then step down the intensity of uses as you move away from the urban core. He stated as you go down Scranton Avenue, Block One is three stories, then it steps down to two stories and then one before you get to Oak Avenue. To go back from a planning principle is not consistent and does not transition well with the existing neighborhood. Mr. Petersen stated the PCD on Block Two and Three are very similar and there is right to be concerned about what happens on Block Three occurring on Block Two. He stated the track record of the developer should also be considered.

Mr. Neal Geitner (resident) stated he attended the previous meeting with the last developer and commented on the feedback provided during the meeting. Mr. Geitner stated the size and scale does not offend him and asked that attempts be made to reach the broader Lake Bluff market to capture the opinion of those not in attendance at the meeting.

Mr. Jerry Kluchka (resident) stated he resides at the home that would look out at the building. He stated the developer has done a beautiful job designing the project but the project is too big for the space available. Mr. Kluchka stated he is not in favor of the project and asked if there is something else that can be done with the property on a smaller scale which can also be of benefit to the developer.

Ms. Karen Crotty (resident) stated the building looks like it belongs on Western Avenue in Lake Forest with the existing condominiums. She stated if we had more space that would be perfect because the building is beautiful, but out of scale for Lake Bluff.

As there were no further comments, Chair Kraus closed the public hearing.

Chair Kraus reviewed the options for action before the PCZBA and summarized the following request for additional information and action: i) an existing tree survey (showing species and quality of trees) and proposed landscape plan, as well as those trees being removed in reference to the Village's Tree Preservation Regulations; ii) a streetscape plan for Evanston Avenue addressing building façade and entire eastern configuration to create transition with the neighborhood to the east; iii) the buffer along the northern property line and encouraged the Petitioner to continue to work with the neighbors; iv) explore moving the development more to the west to provide greater setback along Evanston Avenue; v) explore further reducing the impact of the third floor; vi) provide a three dimensional model showing all angles around the property; vii) review the way the daylight plane regulation is being applied to the third story; viii) review and discuss the omission of the standard from the PMD draft ordinance; and ix) discuss and review the specific standards in the PMD.

Member Badger expressed his preference to preserve open space adjacent to the CBD. He stated he likes the architectural features of the building and is not against having three stories, but would favor scaling back the project to preserve the open space. Member Badger asked the unit count to be reduced to condense the building and provide more of a transition from downtown to the residential district.

Member Peters expressed his concern for the density, height and scope of the project. The proposal is architecturally attractive and asked if the Village is ready for a structure that has a perception of being that large on that block.

Member Miller stated it is not worth moving forward without significant changes to the proposal that will ensure the developer works within the planning principles. Member Miller stated this is not transitional housing, but two large apartment buildings in a residential neighborhood. He noted he is opposed to the development of PMD regulations. He stated the developer is not listening to the Village or the community and he should apply the planning principles when considering this project.

Member Collins stated residents endure high property taxes to live in Lake Bluff which is a very unique small scale Village. She stated there may be some appeal amongst Village leadership that this is somehow going to help the tax base and expressed her belief it could negatively impact the tax base because the Village would no longer be unique. She read paragraph 10-6a-11 of the CBD Zoning Code regarding design standards and guidelines. Member Collins stated she has been supportive of changes but this is quite different because this is a big change to the character of the Village as it will no longer feel like the small town we all love. She stated it is possible to do multi-family that meets a smaller scale and actually works. Member Collins stated she is not against development or multi-family residential, but would like projects that have a small town intimate feel.

Chair Kraus stated the PCZBA typically prefers to allow time for the Petitioner to make changes to the proposal and respond to comments stated during the meeting.

Chair Kraus continued the public hearing to the July 20, 2016 PCZBA meeting.

**4. A Public Hearing to Consider: i) a Variation From the E-1 Residence District Minimum Lot Width Requirements of Section 10-5B-4 of the Zoning Code; ii) a Variation From the Lot Frontage Requirements of Section 10-5-1 of the Zoning Code; and iii) Any Other Zoning Relief as Required to Build a New House on the Property Located at 515 Cambridge Lane**

Chair Kraus introduced the agenda item and then requested an update from Staff.

A to VA Stanick stated that provided in the Informational Updates received by the PCZBA prior to the meeting is a description of an additional variation which emerged out of having received an updated final plat of subdivision. This additional variation is regarding the accessory structure setback requirements for the existing accessory structure on the proposed new lot. He stated there were also some documents that were provided relating to the the history of the subdivision and the intent that this lot be buildable.

A to VA Stanick provided a brief history of the property and reviewed the zoning relief needed for the proposal to subdivide 515 Cambridge Lane. A to VA Stanick stated the PCZBA is not considering a subdivision of this lot because it is only creating one additional lot, which given the requested variations, should those be granting approval by the Village Board, would create a lot that complies with the Zoning Code and be exempt for the Village's Tentative Plat Subdivision Regulations. A discussion followed.

A to VA Stanick stated the Petitioners are requesting: i) a 76% variation from the minimum lot frontage requirements of 150 ft. to permit a lot frontage of 35.92 ft. for parcel 1 of Lot 8 (vacant parcel); ii) an 18% variation from the minimum lot width requirements of 150 ft. to permit a lot width of 123 ft. for parcel 1 of Lot 8; and

iii) a 64% variation from the E-1 District minimum accessory structure setback requirements of 15 ft. to allow an existing accessory structure (approximately 23 ft. in height) to encroach in the required side yard setback by 9.55 ft. In addition, after confirming the Petitioners would like to keep the accessory structure, the PCZBA will also consider a variation to permit the existing accessory structure located on parcel 1 of Lot 8 to remain without a principal structure.

A to VA Stanick presented a map of the property and showed the lot proposed for subdivision and provided a brief history of the property.

Chair Kraus administered the oath to those in attendance and opened the public hearing.

Mr. Christopher Burke (Petitioner) stated he is the contract purchaser of the property and the plan is to build a new single-family home. He provided background information regarding homes he has built in Lake Bluff. Mr. Burke reviewed his request for zoning relief. He noted the variations being sought are in response to the changes to the Zoning Code since the property was originally subdivided in the late 1970s.

As there were no comments from the PCZBA, Chair Kraus closed the public hearing.

Member Badger moved to recommend the Village Board approve the following zoning relief to allow a one-lot subdivision of the property at 515 Cambridge Lane: i) a 76% variation from the minimum lot frontage requirements of 150 ft. to permit a lot frontage of 35.92 ft. for parcel 1 of Lot 8 (vacant parcel); ii) an 18% variation from the minimum lot width requirements of 150 ft. to permit a lot width of 123 ft. for parcel 1 of Lot 8; iii) a 64% variation from the E-1 District minimum accessory structure setback requirements of 15 ft. to allow an existing accessory structure (approximately 23 ft. in height) to encroach in the required side yard setback by 9.55 ft.; and iv) a variation to permit the existing accessory structure located on parcel 1 of Lot 8 to remain without a principal structure. Member Bishop seconded the motion. The motion passed on the following roll call vote:

Ayes: (7) Badger, Bishop, Burns, Collins, Miller, Peters and Chair Kraus  
Nays: (0)  
Absent: (0)

**5. A Public Hearing to Consider the Following: i) a Text Amendment to the Village's Zoning Regulations to Allow the Construction, Operation and Maintenance of Electric Incline Tram Lift Systems on Bluffs as a Permitted or Special Use in Residential Zoning Districts; ii) a Special Use Permit to Allow the Construction, Operation and Maintenance of an Electric Incline Tram Lift System on the Bluff Located at 611 Lansdowne Lane; and iii) Any Other Zoning Relief as Required**

Chair Kraus introduced the agenda item and then requested an update from Staff.

A to VA Stanick stated the Petitioner is seeking to amend the Lake Bluff Zoning Code regarding bluff and ravine regulations that prohibit the construction of an accessory structure in any bluff or ravine. The Petitioner recently sought and was granted zoning relief by the Village to construct a new pool house (with light, heat and bathing facilities) which is being built at the same time as their new residence on Lot 5 in the Lansdowne Subdivision; at this time, they are proposing to install an electric lift system (with necessary landings) to provide access from the top of the bluff to the bottom for access to the shoreline and water via a Special Use Permit or as of right.

Chair Kraus noted the PCZBA needs to consider whether the proposed use would be allowed as of right or by a special use permit.

Chair Kraus administered the oath to those in attendance and opened the public hearing.

In response to a comment from Chair Kraus, Mr. Jeffrey Tondola, contractor representing the Petitioner, stated currently there are no plans to replace the existing stairs.

A discussion regarding allowing stairs in addition to trams followed. Interest was expressed among the Members of the PCZBA to only allow one tram per property and require the tram to undergo an annual inspection. It was also the consensus of the PCZBA to allow this use as a special use.

As there were no further comments, Chair Kraus closed the public hearing

Member Collins moved to recommend the Village Board approve a text amendment to the Zoning Code to allow the construction, operation and maintenance of electric incline tram lift systems on bluffs as a special use on lakefront properties limited to one tram to the beach per property and require annual inspections. Member Miller seconded the motion. The motion passed on the following roll call vote:

Ayes: (7) Bishop, Burns, Collins, Miller, Peters, Badger and Chair Kraus  
Nays: (0)  
Absent: (0)

Member Collins moved to recommend the Village Board approve a special use permit to allow the operation of an electric incline tram lift system on the bluff at 611 Lansdowne Lane. Member Bishop seconded the motion. The motion passed on the following roll call vote:

Ayes: (7) Burns, Collins, Miller, Peters, Badger, Bishop and Chair Kraus  
Nays: (0)  
Absent: (0)

**6. A Public Hearing (continued to July 20, 2016) to Consider the Following: i) a Variation From the R-3 Residence District, Minimum Front Yard Setback Regulations of Section 10-5-3 of the Zoning Code; ii) a Variation From the Required Front Yard Setback Impervious Surface Limitation Regulations of Section 10-5-7 of the Zoning Code; and iii) Any Other Zoning Relief as Required to Construct an Attached Garage by Enclosing the Existing Car Port Located at 225 W. Center Avenue**

**7. Commissioner's Report**

Chair Kraus reported the next regular PCZBA meeting is scheduled for July 20, 2016.

**8. Staff's Report**

A to VA Stanick had no report.

**9. Adjournment**

As there was no further business to come before the PCZBA, Member Collins moved to adjourn the meeting. Member Miller seconded the motion. The meeting adjourned at 10:52 p.m.

Respectfully submitted,

Brandon Stanick  
Assistant to the Village Administrator

## VILLAGE OF LAKE BLUFF

### Memorandum

**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

**FROM:** Brandon Stanick, Asst. to the Village Administrator

**DATE:** July 15, 2016

**SUBJECT:** **Agenda Items #4 & #5:** Public Hearing to Consider a Proposal to Redevelop the Property Located at 120 E. Scranton Avenue (former PNC Bank property) and a Text Amendment Establishing Planned Mixed-Use Development Regulations

### Summary and Background Information

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In May 2016 the Village received a zoning petition from The Roanoke Group (Petitioner) seeking:

- i. a text amendment to the Village's Zoning Code establishing regulations for Planned Mixed-Use Developments (PMD) as a special use in the B Residence District (R-4), C Residence District (R-5) and the Central Business District (CBD) (Text Amendment);
- ii. a special use permit for a PMD to permit the construction and maintenance of a 16 unit multi-family structure and related improvements (Development) at 120 E. Scranton Avenue (former PNC Bank property); and
- iii. any other zoning relief as required to construct and maintain the Development at the Property.

At its meeting on June 15, 2016 the PCZBA commenced with the public hearing to consider the proposed draft PMD ordinance and the proposed Conceptual Development Plan. This included a presentation from the Developer, comments from the public and a discussion among the Members of the PCZBA. At its upcoming meeting on July 20<sup>th</sup> (7:00 p.m. in the Village Hall Board Room) the PCZBA will: i) receive a presentation from the Petitioner, take additional testimony, but will NOT vote on a recommendation to the Village Board regarding the proposed Development; and ii) take additional testimony and anticipates voting on a recommendation to the Village Board regarding the proposed Text Amendment.

### Conceptual Development Plan

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The Petitioner's application seeks approval to construct a planned development on a 0.76 (33,000 sq. ft.) parcel in Block Three of the Central Business District commonly known as the former PNC Bank property. The application proposes a three story, 16 unit multi-family building with the third story set back from the second story building wall and fully-enclosed grade level parking for 32 spaces. The Development also proposes vehicular access off of Oak Avenue and Evanston Avenue with a permeable paver drive along the full length of the north side of the Property. According to the overall site plan, no existing trees will remain. Also, a memorandum from Village Engineer Jeff Hansen dated June 8, 2016 was prepared to respond to the results of the Petitioner's traffic study (by KLOA, Inc.) and stormwater requirements. A chart comparing the Development to the Village's zoning regulations for CBD and R-4 Residence District was previously provided to the PCZBA.

## **Planned Mixed-Use Development Regulations**

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Attached to this memorandum is a proposed draft ordinance amending the Village's Zoning Code establishing a process and related regulations for the approval of PMDs prepared by Village legal counsel. Consistent with existing planned development regulations in the Village's Zoning Code, the draft PMD regulations include:

- General Provisions
- Procedure
- Standards and Conditions
- Authority to Modify Regulations
- Adjustments and Amendments to Approved Final Plans
- Application Requirements.

In summary, the draft PMD regulations include a two-phase review process with a required site plan review by the Architectural Board of Review following Final Plan approval considered by the PCZBA. As the PCZBA is aware, traditional use, bulk, space and yard regulations may be relaxed to achieve Village objectives including, but not limited to, creative approaches to mixed-use development of land through the planned development process.

## **Recommendation**

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Should the PCZBA want to further consider the Development, it is recommended they consider the Petitioner's responses to the Text Amendment Guiding Principles (to consider the draft PMD regulations), as well as the following Standards and Conditions (Section 10-15-3) outlined in the draft PMD regulations (to consider conceptual development plan approval):

1. Consistency with the Comprehensive Plan
2. Public Welfare
3. Land Uses
4. Impact on Other Property
5. Impact on Public Facilities and Resources
6. Archaeological, Historical or Cultural Impact
7. Parking and Traffic
8. Landscaping, Open Space and Buffering
9. Signage
10. Ownership/Control Area
11. Compliance with Subdivision Regulations and Plat Act
12. Covenants and Restrictions to be Enforced by the Village
13. Security and Site Control
14. Integrated Design
15. Beneficial Common Open Space
16. Functional and Mechanical Features
17. Vehicle Drives, Parking and Circulation
18. Pedestrian and Bicycle Access and Circulation
19. Lighting
20. Surface Water Drainage
21. Compliance with Tree Regulations
22. Compliance with Watershed Development Ordinance
23. Water and Sewer Service

## **Attached Documents**

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- Site Plan and Elevations Provided by Petitioner Showing Allowable Development Compared to Proposed Development;
- Section 5.01 Landscape Plan;
- Draft PMD Regulations; and
- Community Petition with Signatures.

## **Documents Previously Provided**

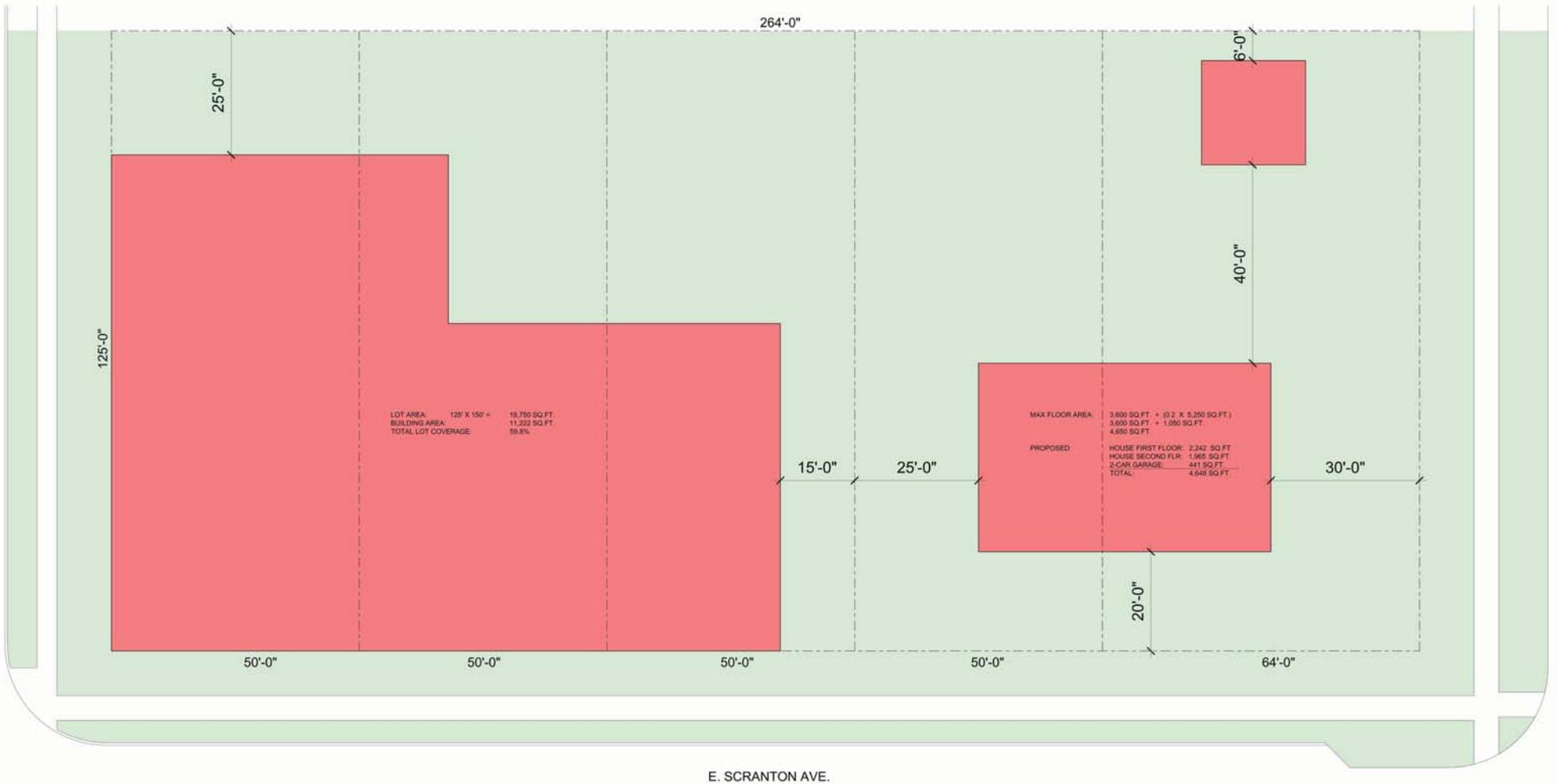
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- Petitioner's Application Materials;
- Draft PMD Regulations;
- Memorandum Dated June 8, 2016 from Village Engineer Jeff Hansen Concerning Traffic and Stormwater;
- Zoning Analysis of the Proposed Block Three Redevelopment; and
- Public Comment Regarding the Proposed Block Three Redevelopment and Future Downtown Redevelopment.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.

OAK AVE.

EVANSTON AVE.



ALLOWABLE WITH CURRENT ZONING



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

THE ROANOKE GROUP

E. SCRANTON AVENUE

LAKE BLUFF, ILLINOIS

R H A

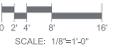
ROBERT HIDEY ARCHITECTS

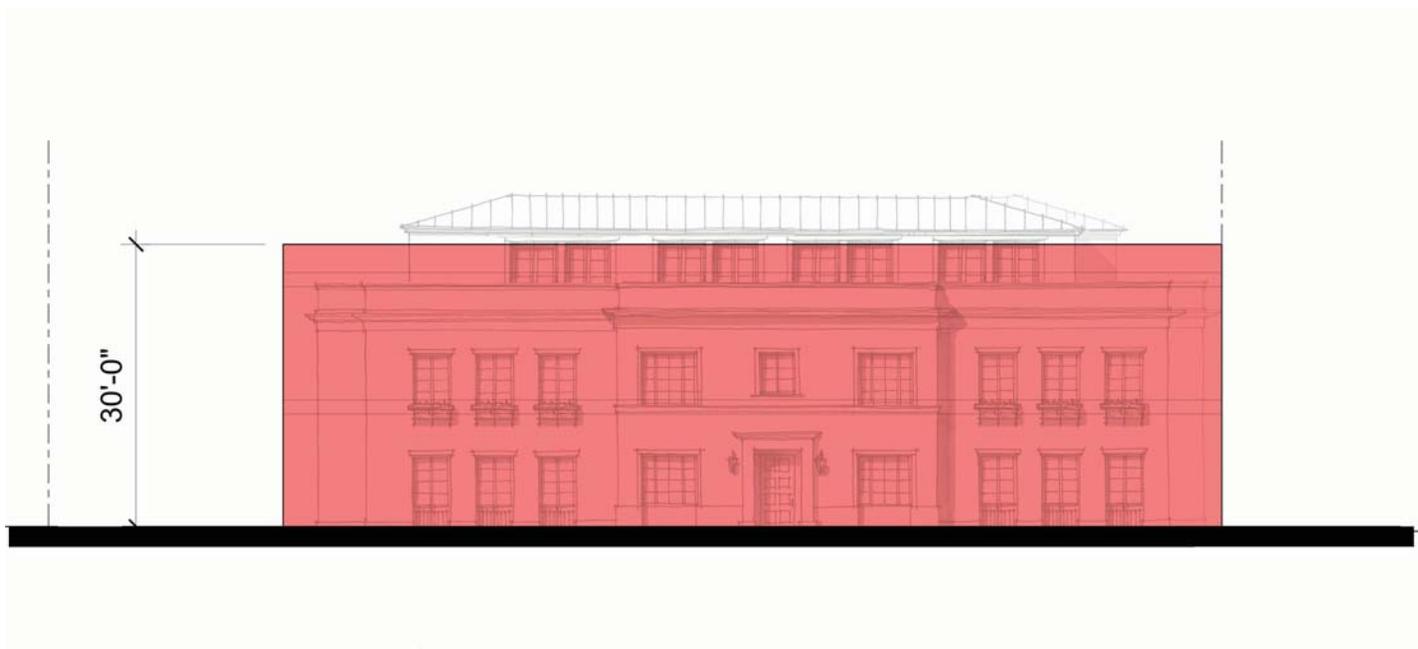
PROJECT NUMBER: 16024  
07/06/2016

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SCRANTON AVE. ELEVATION  
ALLOWABLE WITH CURRENT ZONING





OAK AVE. ELEVATION  
ALLOWABLE WITH CURRENT ZONING



SCALE: 3/16"=1'-0"

THE ROANOKE GROUP

**E. SCRANTON AVENUE**

LAKE BLUFF, ILLINOIS

**R H A**

ROBERT HIDEY ARCHITECTS

PROJECT NUMBER: 16024  
07/06/2016

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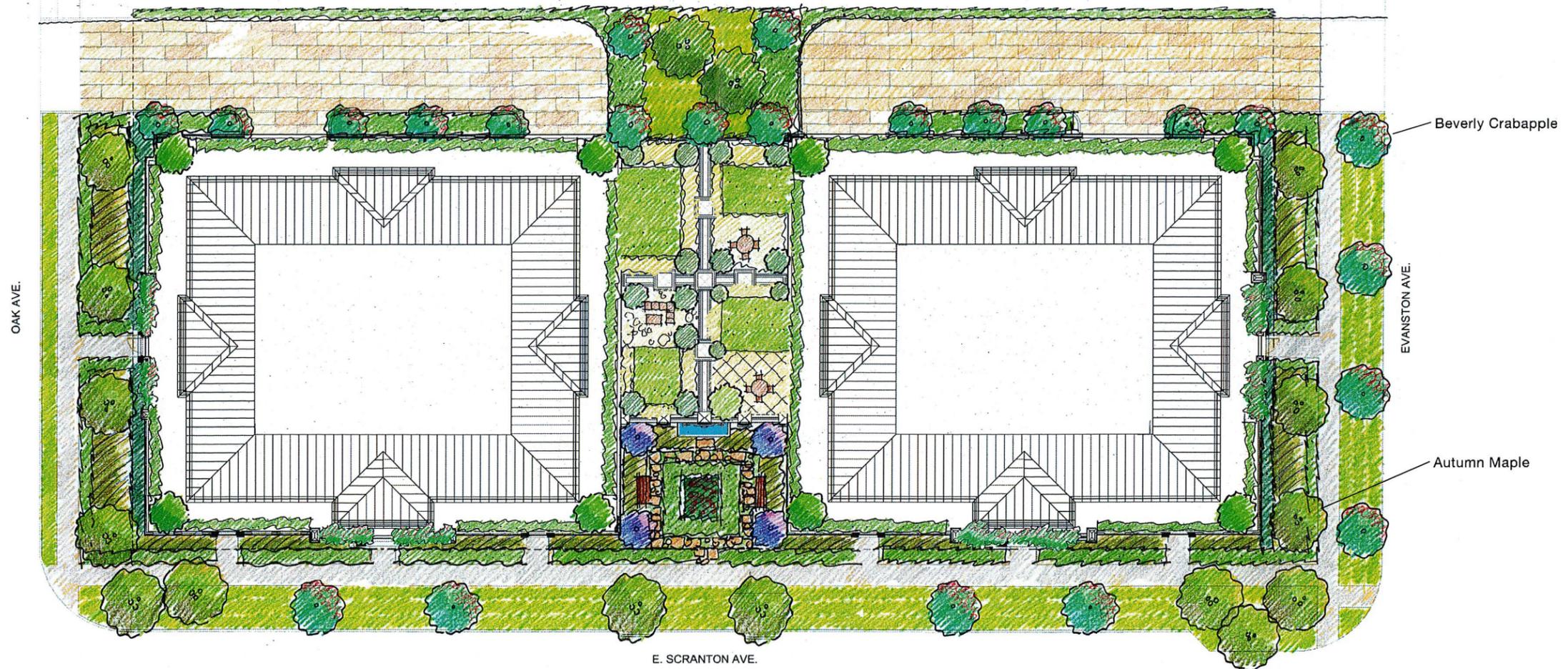


BANK IN RED  
76 FT WIDE  
ASSUMED 16 FT TALL

FRONT ELEVATION  
E. SCRANTON AVENUE

R.H.

## 5.01 Landscape Plan



FIRST FLOOR SITE PLAN / BUILDING PLAN ALT. A

THE ROANOKE GROUP

E. SCRANTON AVENUE

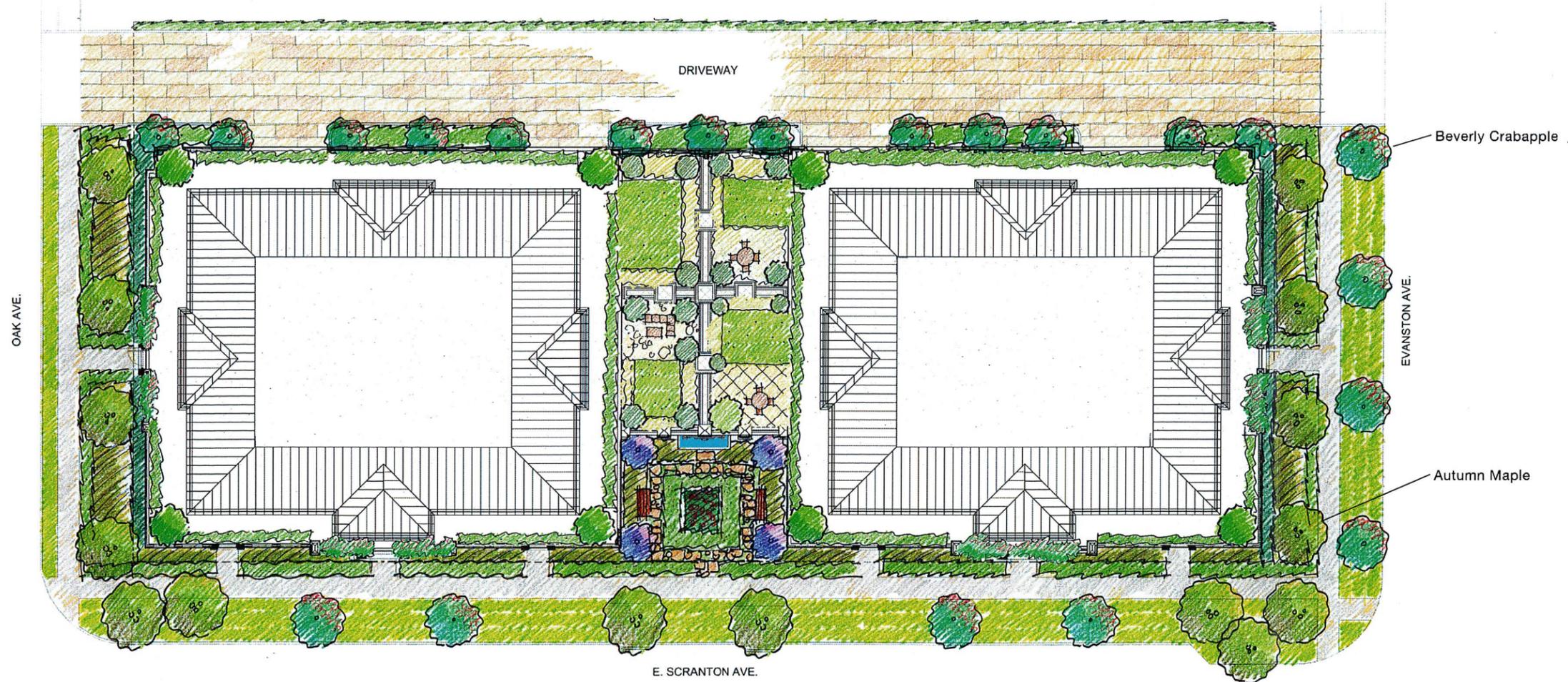
LAKE BLUFF, ILLINOIS

C2 Collaborative  
LANDSCAPE ARCHITECTURE

Scale: 1" = 10'  
R H A

ROBERT HIDEY ARCHITECTS  
PROJECT NUMBER: 1402  
06/16/2016





FIRST FLOOR SITE PLAN / BUILDING PLAN ALT. B

THE ROANOKE GROUP

E. SCRANTON AVENUE

LAKE BLUFF, ILLINOIS

C2 Collaborative  
LANDSCAPE ARCHITECTURE

Scale: 1" = 10'  
R H A

ROBERT HIDEY ARCHITECTS  
PRACTICE: CHICAGO, ILLINOIS  
06/10/2016

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**ORDINANCE NO. 2016-\_\_**

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**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS  
TO ESTABLISH A PROCESS AND RELATED REGULATIONS  
FOR THE APPROVAL OF PLANNED MIXED-USE DEVELOPMENTS**

Passed by the Board of Trustees, \_\_\_\_\_, 2016

Printed and Published, \_\_\_\_\_, 2016

Printed and Published in Pamphlet Form  
by Authority of the  
President and Board of Trustees

VILLAGE OF LAKE BLUFF  
LAKE COUNTY, ILLINOIS

I hereby certify that this document  
was properly published on the date  
stated above.

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Village Clerk

ORDINANCE NO. 2016-\_\_

**AN ORDINANCE AMENDING THE LAKE BLUFF ZONING REGULATIONS  
TO ESTABLISH A PROCESS AND RELATED REGULATIONS  
FOR THE APPROVAL OF PLANNED MIXED-USE DEVELOPMENTS**

**WHEREAS**, planned developments are a specific type of zoning relief designed, in part, to encourage the flexible and creative development of real property; and

**WHEREAS**, the Village's Zoning Regulations include a process for the approval of planned residential developments and planned commercial developments, but not planned developments designed for mixed uses within and adjacent to the Village's Central Business District ("**CBD**"); and

**WHEREAS**, the Village received an application from \_\_\_\_\_ to develop the properties commonly known as \_\_\_\_\_ located in the CBD and B residence district ("**R-4 District**") with mixed commercial and residential uses ("**Application**"); and

**WHEREAS**, pursuant to Section 10-2-9D1 of the Zoning Regulations, the Application requested that the Village amend the text of the Zoning Regulations to establish a process and related regulations for the approval of planned mixed-use developments in the Village; ("**Proposed Amendments**"); and

**WHEREAS**, the Village's Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**"), pursuant to proper notice, conducted a public hearing to consider the Proposed Amendments on \_\_\_\_\_, 2016, pursuant to Section 10-2-9D2 of the Zoning Regulations; and

**WHEREAS**, at the close of the public hearing, pursuant to Section 10-2-9D3 of the Zoning Regulations, the PCZBA recommended that the Village Board approve the Proposed Amendments as set forth in this Ordinance; and

**WHEREAS**, the Board of Trustees has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1. Recitals.**

The foregoing recitals are incorporated herein as findings and determinations of the Board of Trustees.

**Section 2. Public Hearing.**

A public hearing on the Proposed Amendments was duly advertised on or before \_\_\_\_\_, 2016, in the *News-Sun*. The public hearing was commenced by the PCZBA on \_\_\_\_\_, 2016. On \_\_\_\_\_, 2016, the PCZBA recommended that the Board of Trustees adopt the Proposed Amendments.

**Section 3. Amendment to Section 10-1-2 of the Zoning Regulations.**

Pursuant to Section 10-2-9 of the Zoning Regulations, the text of Section 10-1-2 of the Zoning Regulations is hereby amended to include a new defined term “Planned Mixed Development” by inserting the following entry in correct alphabetical order as follows:

**“PLANNED MIXED-USE DEVELOPMENT” or “PMD”: A tract of land which is developed in conformity with Chapter 15 of this Title.**

**Section 4. Amendment to the Zoning Use Table.**

Pursuant to Section 10-2-9 of the Zoning Regulations, Section 10-13-3 of the Zoning Regulations is hereby amended to include "Planned Mixed-Use Developments" as a special use in the CBD and limited parcels within the R-4 District by inserting the following entry in correct alphabetical order, and the footnote in correct numerical order, as follows:

Use Category	SIC Code*	ZONING DISTRICTS													
		<i>P = Permitted Use S = Special Use</i>													
		Residential									Commercial/Non-residential				
C-E	E-1	E-2	R-1	R-2	R-3	R-4	R-5	R-6	CBD	O&R	AP-1	L-1	L-2	S	R
<b><u>Planned Mixed-Use Developments</u></b>							<u>S</u> <sup>14</sup>	<u>S</u> <sup>14</sup>		<u>S</u>					

**Section 5. Amendment to Create New Chapter 15 of the Zoning Regulations.**

Pursuant to Section 10-2-9 of the Zoning Regulations, the text of the Zoning Regulations is hereby amended to include a new Chapter 15, entitled “Planned Mixed Developments”, which Chapter 15 shall read as follows:

[TEXT OF NEW CHAPTER 15 BEGINS ON SUBSEQUENT PAGE]

<sup>14</sup> A lot in the B residence district (R-4 District) or a lot in the C residence district (R-5 District) may be used as part of a Planned Mixed-Use Development pursuant to a special use permit only if (i) the lot is adjacent to, or directly across a right-of-way from, a lot located in the Central Business District (CBD) and (ii) the lot is part of a development, which development is wholly or partially in the CBD.

**“CHAPTER 15**

**PLANNED MIXED-USE DEVELOPMENTS (PMDs)**

SECTION:

- 10-15-1 General Provisions
- 10-15-2 Procedure
- 10-15-3 Standards and Conditions
- 10-15-4 Authority to Modify Regulations
- 10-15-5 Adjustments and Amendments to Approved Final Plans
- 10-15-6 Application Requirements

**10-15-1 GENERAL PROVISIONS:**

- A. Authority:** The Board of Trustees may grant special use permits pursuant to this Chapter and Section 10-4-2E of this Code to authorize the development of planned mixed-use developments (“PMDs”) in the districts where PMDs are listed as a special use in the Village’s Zoning Use Table in Section 10-13-3 of this Code.
  
- B. Purpose:** PMDs are a distinct category of special use. Within a PMD, the traditional use, bulk, space, and yard regulations may be relaxed if they impose unnecessary rigidities on the proposed development or redevelopment of a parcel or parcels of land that require an individual, planned approach. Through the flexibility of a PMD, the Village seeks to achieve the following specific objectives as appropriate and applicable for a particular proposed development, among others that will be in the best interests of the Village:
  - 1. stimulating creative approaches to mixed use development of land;
  - 2. providing more efficient use of land;
  - 3. preserving natural features and providing open space areas and recreation areas in excess of those required under standard zoning regulations;
  - 4. developing and implementing new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities;
  - 5. unifying buildings and structures through design;
  - 6. promoting long term planning to allow harmonious and compatible land uses or combination of uses with surrounding areas;
  - 7. promoting environmentally sound development practices;
  - 8. facilitating residential, commercial, and mixed-used development in harmony with the Village’s Comprehensive Plan;

9. enhancing the character and vitality of the Village's central business district in harmony with adjacent residential neighborhoods; and
10. promoting the public health, safety, and welfare.

**C. Parties Entitled To Seek PMD Approval:** An application for a special use permit to permit a PMD may be filed by the owner of, or any person having a binding contractual interest in, the subject property.

**D. Size of Property:** The provisions of this Chapter apply to any project that includes one-half (0.5) acre or more of total land area.

#### 10-15-2 PROCEDURE:

##### A. Development Concept Plan:

1. Purpose. The Development Concept Plan provides an applicant the opportunity to submit a plan showing the basic scope, character, and nature of the entire proposed PMD without incurring undue initial costs. The initial required public hearing is based on the Development Concept Plan, thus permitting public consideration of the proposal at the earliest possible stage. Once approved, the Development Concept Plan binds the applicant to the following basic elements of development:
  - a. categories of uses to be permitted;
  - b. general location of land uses;
  - c. overall maximum intensity of uses;
  - d. the general architectural style of the proposed development;
  - e. if applicable, general location and extent of public and private open space including pedestrian and recreational amenities;
  - f. general location of vehicular and pedestrian circulation systems;
  - g. preliminary staging of development;
  - h. if applicable, general nature, scope, and extent of public dedications, improvements, or contributions to be provided by the applicant; and
  - i. other elements as may be included in the approved Development Concept Plan.
2. Application. An application for approval of a Development Concept Plan shall be filed in accordance with the requirements of Section 10-15-6 of this Chapter.
3. Public Hearing. A public hearing shall be set, noticed, and conducted by the PCZBA in accordance with Section 10-4-2E of this Title.

4. Action by PCZBA. Within 60 days after the conclusion of the public hearing, the PCZBA shall make a recommendation to the Board of Trustees that the Development Concept Plan either be approved, be approved subject to modifications, or not be approved. The failure of the PCZBA to make its recommendation within 60 days after completion of the public hearing, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the Development Concept Plan as submitted.
5. Optional Submittal to the Architectural Board of Review. After the conclusion of the public hearing by the PCZBA concerning the Development Concept Plan, the Applicant may request that the Architectural Board of Review conduct an informal workshop meeting for the purpose of providing comments on the Development Concept Plan, which meeting, if requested and held, shall take place prior to the consideration of the Development Concept Plan by the Village Board.
6. Action by Board of Trustees. Within 60 days after the date of the recommendation of the PCZBA, or its failure to act, as provided in Paragraph 4 of this Subsection, the Board of Trustees shall consider the recommendation of the PCZBA, and then either shall deny the application for approval of the Development Concept Plan, shall refer it back to the PCZBA for further consideration of specified matters, or, by ordinance duly adopted, shall approve the Development Concept Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval; provided, however, that every such ordinance shall be expressly conditioned upon approval of a special use permit and Final PMD in accordance with Subsection 10-15-2C of this Chapter, and upon the applicant's compliance with all provisions of this Code and the ordinance granting the special use permit.
7. Effect of Development Concept Plan Approval. Unless the applicant shall fail to meet time schedules for filing a Final Plan or shall fail to proceed with development in accordance with the plans as approved or shall in any other manner fail to comply with any condition of this Code or any approval granted pursuant to it, the Village shall not, without the consent of the applicant, take any action to modify, revoke, or otherwise impair an approved Development Concept Plan with respect to the elements of development set forth in Paragraph 10-15-2A1 of this Section pending the application for approval of a Final Plan. In submitting such plans, the applicant shall be bound by the approved Development Concept Plan with respect to each such element.

**B. Optional Submission of a Final Plan:** The applicant may submit a Final Plan for the proposed PMD pursuant to the requirements of Subsection 10-15-2C of this Section simultaneously with the submission of the Development Concept Plan. In that case, the applicant shall comply with all provisions of this Code applicable to submission of the Development Concept Plan and to submission of the Final Plan. The elements of both the Development Concept Plan and the Final Plan may be combined into a single set of plans. The PCZBA, ABR, and the Board of Trustees shall consider such plans simultaneously and shall grant or deny Development Concept Plan and Final Plan approval in accordance with the provisions of Subsections A, B, and C of this Section.

**C. Final Plan:**

1. Purpose. The Final Plan is intended to particularize, refine, and implement the Development Concept Plan and to serve as a complete, thorough, and permanent public record of the planned mixed-use development and the manner in which it is to be developed.
2. Application. After approval of the Development Concept Plan, the applicant shall file an application for Final Plan approval in accordance with the requirements of Section 10-15-6 of this Chapter within one year after the date of such approval or in stages as approved in the Development Concept Plan. The application shall be in substantial conformity with the approved Development Concept Plan.
3. Public Hearing. A public hearing to consider the Final Plan shall be set, noticed, and conducted by the PCZBA in accordance with Section 10-4-2E of this Code.
4. Coordination with Subdivision Ordinance. When a subdivision of land subject to the Village's Subdivision Ordinance is proposed or required in connection with a PMD, review of the subdivision, including without limitation submittal and approval of plats of subdivision, shall proceed concurrently with review of the PMD and be completed simultaneously with review of and action on the Final Plan during the PMD process, and no further public process shall be required for the PMD to obtain subdivision approval.
5. Action by PCZBA.
  - a. Evaluation. Within 60 days after the filing of an application for approval of a Final Plan, the PCZBA shall, with such aid and advice of the Village staff and consultants as may be appropriate, commence its public hearing to review and make its recommendation on the plan. Such review shall consider:
    - i. whether the Final Plan is in substantial conformity with the approved Development Concept Plan; and
    - ii. the merit or lack of merit of any departure of the Final Plan from substantial conformity with the approved Development Concept Plan; and
    - iii. whether the Final Plan complies with any and all conditions imposed by approval of the Development Concept Plan; and
    - iv. whether the Final Plan complies with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations.
  - b. Recommendation of Approval Based on Substantial Conformity. If the PCZBA finds substantial conformity between the Final Plan and the approved Development Concept Plan and further finds the Final Plan to

be in all other respects complete and in compliance with any and all conditions imposed by approval of the Development Concept Plan and with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations, it shall transmit the plan to the Board of Trustees with its recommendation that the Board of Trustees, by ordinance duly adopted, approve the Final Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval, and shall grant a special use permit authorizing the Final Plan of the proposed PMD and such additional approvals as may be necessary to permit development of the PMD as approved.

- c. Recommendation of Approval without Substantial Conformity. If the PCZBA finds that the Final Plan is not in substantial conformity with the Development Concept Plan but merits approval notwithstanding such lack of conformity and otherwise conforms to the requirements of this Code, it shall transmit the plan to the Board of Trustees with its recommendation that the Board of Trustees, by ordinance duly adopted, approve the Final Plan, with or without modifications and conditions to be accepted by the applicant as a condition of such approval, and shall grant a special use permit authorizing the Final Plan of the proposed PMD and such additional approvals as may be necessary to permit development of the PMD as approved.
  - d. Recommendation of Denial. If the PCZBA finds that the Final Plan is not in substantial conformity with the approved Development Concept Plan and does not merit approval, or if the PCZBA requires modifications to the Final Plan that are not accepted by the applicant, then the PCZBA shall transmit the Plan to the Board of Trustees together with its recommendation that the Final Plan not be approved.
  - e. Failure to Act. The failure of the PCZBA to commence its public hearing within 60 days, or such further time to which the applicant may agree, shall be deemed to be a recommendation to the Board of Trustees to approve the Final Plan as submitted.
6. Action by Architectural Board of Review. No later than 60 days after the conclusion of the public hearing by the PCZBA concerning the Final Plan, the Architectural Board of Review will conduct a public meeting for the purpose of conducting a site plan review pursuant to Section 10-2-8 of this Title concerning the Final Plan. Within 30 days after the conclusion of the public meeting, the ABR shall make its recommendation to the Board of Trustees that a site plan be approved, be approved subject to modifications, or not be approved. The failure of the ABR to make its recommendation within 30 days after the conclusion of the public meeting, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the site plan as submitted. Nothing in this Paragraph shall prohibit the ABR from conducting its public meeting and undertaking its review of the Final Plan independent of the timing of the PCZBA's public hearing and consideration of the Final Plan.

7. Action by Board of Trustees. Within 60 days after the ABR and the PCZBA have made their respective recommendations, or their failure to act as provided in Subparagraphs 5 and 6, respectively, of this Subsection, the Board of Trustees shall proceed as follows:
  - a. Approval Based on Substantial Conformity. If the PCZBA has recommended approval of a Final Plan pursuant to Subparagraph 10-15-2C5b of this Section, the Board of Trustees shall, unless it specifically rejects one or more of the findings of the PCZBA on the basis of expressly stated reasons, approve the Final Plan by a duly adopted ordinance; or
  - b. Approval Without Substantial Conformity. In any case other than that specified in Subparagraph 10-15-2C7a of this Section, the Board of Trustees may, if it finds that the Final Plan merits approval and otherwise conforms to the requirements of this Title, approve the Final Plan by a duly adopted ordinance; or
  - c. Referral Back to PCZBA. In any case other than that specified in Subparagraph 10-15-2C7a of this Section, the Board of Trustees may refer the Final Plan back to the PCZBA for further consideration of specified matters; or
  - d. Conditions on Final Plan Approval. The approval of any Final Plan may be granted with or without modifications and conditions to be accepted by the applicant as a condition of approval.
8. Recording of Final Plan. When a Final Plan is approved, the Village Administrator shall cause the Final Plan and Special Use Permit Ordinance, or the portions thereof as are appropriate, to be recorded with the Lake County Recorder.
9. Limitation on Final Plan Approval. Construction shall commence in accordance with the approved Final Plan within one year after the approval of such plan, or within such time as may be established by the approved development schedule pursuant to the Special Use Permit Ordinance. Failure to commence construction within such period shall, unless an extension of time shall have been granted by the Village Administrator, automatically render void the Final Plan approval and all approvals of the planned mixed-use development and all permits based on such approvals, and the Village Administrator shall, without further direction, initiate an appropriate application to revoke the special use permit for all portions of the planned mixed-use development that have not yet been completed.
10. Building and Other Permits. Except as provided in this Paragraph 10-15-2C10, appropriate officials of the Village, after receiving notice from the Village Administrator that the documents required for Final Plan approval have been approved and upon proper application by the applicant, may issue building and other permits to the applicant for the development, construction, and other work in the area encompassed by the approved Final Plan; provided, however, that no permit shall be issued unless the appropriate official is first satisfied that the requirements of any codes or ordinances of the Village, in addition to this Code, that are applicable to the permit sought, have been satisfied. Building permits

may, however, be withheld at the discretion of the Village Administrator or the Board of Trustees at any time it is determined that the development of the PMD is not undertaken in strict compliance with the approved Final Plan.

### 10-15-3 STANDARDS AND CONDITIONS

- A. Special Use Permit Standards:** No special use permit for a PMD shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed PMD meets the standards made applicable to special uses pursuant to Subsection 10-4-2E3 of this Code.
- B. General Design Standards:** No special use permit for a PMD shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed PMD meets the following additional standards, to the extent practical and applicable to the specific PMD, and except as the Village Board may otherwise provide in the ordinance granting a PMD:
1. Comprehensive Plan: The PMD shall not be inconsistent with the planning policies, goals, objectives, principles, and provisions of the Village's Comprehensive Plan.
  2. Public Welfare: The PMD shall be designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare.
  3. Uses: The PMD may include uses permitted in the B residence district (R-4), the C residence district (R-5), and the Central Business District (CBD), in addition to other uses suitable to the proposed location of the PMD.
  4. Impact on Other Property: The PMD shall not be unnecessarily injurious to the use or enjoyment of surrounding properties for the purposes permitted pursuant to the applicable zoning district, shall not prevent the normal and orderly development and improvement of surrounding properties for permitted uses, shall not be inconsistent with the community character of the neighborhood, shall not alter the essential character of the neighborhood. The PMD must also address compliance with the Village's noise, lighting, and other performance standards.
  5. Impact on Public Facilities and Resources: The PMD shall be designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve the PMD.
  6. Archaeological, Historical or Cultural Impact: The PMD shall not substantially and adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel(s) proposed for development.
  7. Parking and Traffic: The PMD shall have or make adequate provision to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets, provides appropriate cross access to adjacent properties and parking areas, and provides adequate access for emergency vehicles. Adequate parking shall be provided for the uses permitted in the PMD.

8. Landscaping, Open Space, and Buffering: Consistent with the nature of the proposed PMD, the PMD shall address landscaping, public open space, and other buffering features as necessary to reasonably protect uses within the development and surrounding properties, including without limitation reasonable and practical buffering related to the visual impact of the PMD on surrounding properties.
9. Signage: Signage on the site of the PMD shall generally be in conformity with the Village's Sign Regulations, except as may otherwise be specifically provided in the ordinance approving a PMD.
10. Ownership/Control Area: The site of the PMD must be under ownership and/or unified control of the applicant.
11. Compliance with Subdivision Regulations and Plat Act: All PMDs, whether or not they are by definition subject to the Village's subdivision regulations or the Illinois Plat Act, shall comply with all standards, regulations and procedures of the Village's subdivision regulations and the Plat Act except as is expressly provided otherwise in this Chapter, or as otherwise provided by the Board of Trustees pursuant to the ordinance approving the PMD, or the applicable sections of the Village's subdivision regulations.
12. Covenants and Restrictions to be Enforceable by Village: All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the PMD, if any, shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the PMD.
13. Security and Site Control: The PMD shall include the plans necessary to describe, establish, and maintain appropriate property and building security and site control measures for the PMD and the property on which the PMD is located. These plans shall also include measures to address adverse impacts on neighboring properties.
14. Integrated Design: A PMD shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.
15. Beneficial Common Open Space: To the extent practical, common open space in the PMD shall be integrated into the overall design. These open spaces shall have a direct functional or visual relationship to the main building(s) and shall not be of isolated or leftover character. The following would not be considered usable common open space:
  - a. Areas reserved for the exclusive use or benefit of an individual tenant or owner; or reserved for the exclusive use of tenants or owners, but not the public.
  - b. Dedicated streets, alleys and other public rights-of-way.

- c. Vehicular drives, parking, loading and storage areas
  - d. Irregular or unusable narrow strips of land.
16. Functional and Mechanical Features: Storage areas, trash and garbage retainers, machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the PMD and enclosed or made as unobtrusive as possible. These features shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.
  17. Vehicle Drives, Parking and Circulation: Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, sharing of parking between uses in the PMD, and arrangement of parking areas that are safe and convenient, and insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties. Landscaping shall be provided to screen parking areas from neighboring properties.
  18. Pedestrian and Bicycle Access and Circulation. PMDs shall emphasize safe, efficient, and comprehensive pedestrian-friendly movement and shall further emphasize bicycle access and circulation, including without limitation providing connections to and from existing bike and walking paths so as to ensure a continuous route without gaps or disconnections.
  19. Lighting. Lighting for the PMD shall preserve and enhance the “dark at night” character of the Village by (i) enabling individuals to view essential detail to permit them to undertake their activities at night; (ii) facilitating safety and security of persons and property; and (iii) curtailing the degradation of the nighttime visual environment.
  20. Surface Water Drainage: Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.
  21. Compliance with Tree Regulations. The PMD must comply with all standards, regulations and procedures of the Village’s tree regulations, as provided in Chapter 11 of this Title.
  22. Compliance with Watershed Development Ordinance. The PMD must comply with all standards, regulations, and procedures of the Village’s Watershed Development Ordinance, Ordinance 2001-16, as it may be amended from time to time.

23. Water and Sewer Service. The PMD must comply with all Municipal Code requirements concerning the public water supply and sanitary sewer service necessary to serve the PMD.

**C. Conditions:** The approval of a Final Plan may be conditioned on such matters as the Board of Trustees may find necessary to: (i) prevent or minimize any possible adverse effects of the proposed PMD, (ii) ensure compatibility of the various uses that may exist within the PMD; or (iii) ensure its compatibility with surrounding uses and development and its consistency with the general purposes, goals, and objectives of this Code, the Village's Subdivision Code, and the Village's Comprehensive Plan. Such conditions shall be expressly set forth in the ordinance approving the PMD. Violation of any such condition or limitation shall be a violation of this Code and shall constitute grounds for revocation of all approvals granted for the planned mixed-use development.

#### 10-15-4 AUTHORITY TO MODIFY REGULATIONS

**A. Authority:** Subject to the standards and limitations in this Section, the Board of Trustees, as part of an approval of any PMD, may modify any provision of this Code or of the Village's Subdivision Ordinance as they apply to an approved PMD, subject to the limitations in this Section.

**B. Standards:** No such modification may be approved unless the Board of Trustees shall find that the proposed PMD:

1. Will achieve the purposes for which PMD may be approved pursuant to Section 10-15-1;
2. Will not violate the general purposes, goals, and objectives of this Code and the Village's Comprehensive Plan;
3. Will result in a development providing amenities to the Village that may not be otherwise required under this Code or other applicable Village codes and ordinances, including without limitation such things as public art; plazas; pedestrian walkways; natural habitats; increased landscaping; buffering or screening; enhanced streetscape; enhanced pedestrian and transit supportive design; underground parking; and similar features.

**C. Other Limitations:** In granting any PMD approval pursuant to this Chapter, the Board of Trustees shall in no event:

1. Make less stringent any performance standard relating to noise, vibration, smoke and particulate matter, odors, toxic and noxious matter, radiation hazards, fire and explosive hazards, or heat or glare, that is applicable in the district in which the development is to be located or applicable to the particular use by reason of the regulations applicable in any district in which it might be located; or
2. Reduce the minimum total lot area requirement by more than 50 percent. This limitation does not apply to any minimum lot area per unit requirement.

**D. Regulation During And After Completion Of Development:** After a Final Plan has been approved, that approved plan will constitute the regulations applicable to the

subject property, rather than any conflicting provision of this Title. No use or development not authorized by the approved plan will be permitted within the planned mixed-use development.

#### 10-15-5 ADJUSTMENTS AND AMENDMENTS TO APPROVED FINAL PLAN

- A. Adjustments:** During the development of a PMD, the Village Board may authorize adjustments to an approved Final Plan that appear necessary to, and consistent, with proper completion of the development as contemplated by the approval ordinance. Such adjustments may include, without limitation, the following:
1. Altering the location of any one structure or any part thereof, or any group of structures, by not more than five percent of the distance shown on the approved Final Plan between such structure or structures and any other structure or any vehicular circulation element or any boundary of the planned mixed-use development, whichever is less; and
  2. Altering the location of any circulation element by not more than five percent of the distance shown on the approved Final Plan between such circulation element and any structure, whichever is less; and
  3. Altering the location of any open space by not more than five percent of the distance shown on the approved Final Plan; and
  4. Altering any final grade by not more than five percent of the originally planned grade; and
  5. Altering the location or type of landscaping elements, provided that such minor adjustment will not result in the reduction of required landscaping or be inconsistent with the nature and type of landscaping required by the approved landscape plan.
- B. Standards.** Adjustments shall be consistent with the intent and purpose of this Title and the Final Plan, as approved, shall be the minimum necessary to overcome the particular difficulty, and shall not be approved if they would result in a violation of any standard or requirement of this Code. All adjustments shall be approved by the Board by resolution duly adopted, subject to such review by the Board and other boards and commissions of the Village as the Board may deem appropriate.
- C. Amendments To Approved Final Plan After Completion Of Development:** After completion of a PMD, an approved Final Plan may be amended in the same manner and subject to the same procedures and limitations, as required for adoption of an initial PMD under the terms of this Chapter.

#### 10-15-6 APPLICATION REQUIREMENTS:

- A. Minimum Data Requirements for All Applications.** All Applications: Every application submitted pursuant to this Chapter shall contain at least the following information:

1. The owner's name and address and the owner's signed consent to the filing of the application. Full disclosure of the ownership of all legal and equitable interests in the lot is required.
2. The lot owner's name and address, if different from the owner, and his or her interest in the lot.
3. The names and addresses of all professional consultants, if any, advising the owner with respect to the application.
4. The name and address and the nature and extent of any economic or family interest of any officer or employee of the village in the owner, the lot owner, or lot.
5. The addresses and legal description of the lot.
6. Descriptions and graphic representations of the proposal for which approval is being sought and of the existing zoning classification, use, and development of the lot and the adjacent area for at least two hundred fifty feet (250') in all directions from the lot. The scope and detail of such description shall be appropriate to the subject matter of the application, with special emphasis on those matters likely to be affected or impacted by the approval being sought in the application. These descriptions and representations shall be provided no later than necessary for presentation by the applicant at the public hearing before the PCZBA pursuant to Section 10-15-2.A.3 of this Code.

**B. Applications For Development Concept Plan Approval:** Every application for Development Concept Plan approval shall, in addition to the data and information required pursuant to Subsection A of this Section, provide at least ten (10) sets of plans and documents of the following:

1. Development Concept Plan: A plan showing the basic scope, character, and nature of the entire PMD including the following information:
  - a. Character: Explanation of the character of the PMD and the manner in which it has been planned to take advantage of the flexibility of these regulations.
  - b. Ownership: Statement of present and proposed ownership of all land within the project, including present tract designation according to official records in offices of the county recorder.
  - c. Nature and Type of Uses: Information on the nature and type of uses in the PMD and within each building proposed in the PMD.
  - d. Service Facilities: Information on all service facilities and off street parking facilities in the PMD.
  - e. Preliminary Architectural Drawings: Preliminary architectural drawings for all primary buildings shall be submitted in sufficient detail to permit an

understanding of the style of the development, and the height, number, location, and design of the building(s) in the PMD.

- f. Conceptual Site Plan: A conceptual site plan of the proposed PMD, including building locations, property lines, setbacks, streets, circulation systems for pedestrians, bicycles, and vehicles, open space, landscaped areas, and recreational facilities.
- g. Miscellaneous: Such additional information as may be required by the PCZBA

**C. Applications For Final Plan Approval:** Every application filed pursuant to this chapter shall, in addition to the data and information required in Subsection A of this Section, provide the following information:

- 1. Detailed Plan: A drawing of the PMD shall be prepared at a scale of not less than one inch equals one hundred feet (1" = 100') and shall show such designations as proposed streets (public and private), all buildings and their use, common open space, recreation facilities, parking areas, service areas and other facilities to indicate the character of the proposed PMD. The submission may be composed of one or more sheets and drawings and shall include:
  - a. Boundary Lines: Bearings and distances.
  - b. Easements: Location, width and purpose.
  - c. Streets On And Adjacent To The Tract: Street name, right of way width, existing or proposed centerline elevations, pavement type, walks, curbs, gutters, culverts, etc.
  - d. Utilities On And Adjacent To The Tract: Location, size and invert elevation of sanitary, storm and combined sewers; location and size of water mains; location of gas lines, fire hydrants, electric and telephone lines and streetlights; direction and distance to and size of nearest water mains and sewers adjacent to the tract showing invert elevation of sewers.
  - e. Ground Elevations On The Tract: Show one foot (1') contours, show spot elevations at all breaks in grades, along all drainage channels or swales and at selected points not more than one hundred feet (100') apart in all directions.
  - f. Subsurface Conditions On The Tract, If Required By The Village Engineer: Location and results of tests made to ascertain subsurface soil, rock and ground water conditions; depth to ground water unless test pits are dry at a depth of five feet (5').
  - g. Other Conditions On The Tract: Watercourses, floodplains, wetland delineations, marshes, rock outcrop, wooded areas, protected trees as designated in the Village's tree protection regulations at section 10-11-4 of this title, houses, barns, accessory buildings and other significant

features, and any federal, state or other non-Village permits required for the PMD.

- h. Other Conditions On Adjacent Land: Approximate direction and gradient of ground slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers and other nearby land uses or adverse influences; owners of adjacent platted land; for the adjacent platted land refer to subdivision plat by name, recording date and number and show approximate percent built up, typical lot size and dwelling type.
- i. Zoning On And Adjacent To The Tract: Zoning on and adjacent to the tract.
- j. Proposed Public Improvements: Highways or other major improvements planned by public authorities for future construction on or near the tract.
- k. Open Space: To the extent applicable, all lots intended to be dedicated for public use or reserved for the use of all lot owners with the purpose indicated.
- l. General Location, Purpose And Height: General location, purpose and height, in feet and stories, of each building.
- m. Map Data: Name of development, north point and scale, date of preparation and acreage of site.
- n. Water Facilities: The preliminary plat shall have depicted on its face all lakes, ponds, detention sites, retention sites and dams. This includes existing lakes, ponds, detention sites, retention sites and dams or proposed lakes, ponds, detention sites, retention sites or dams. If the water facility is proposed, the preliminary plat shall be accompanied by preliminary engineering plans, including the depth, capacity and relation of the water facility to proposed storm drain facilities.
- o. Miscellaneous: Such additional information as may be required by the PCZBA.
- p. Final Building Elevations and Floor Plans. Schematic drawings illustrating the design and character of the building elevations, types of construction, and floor plans for all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area for all uses or combinations of uses, and the floor area for the entire proposed planned development.
- q. Traffic Studies: detailed information as required by the Village concerning traffic circulation within the PMD and the mitigation of traffic impacts created by the PMD on surrounding village, county, and state roads.

- r. Watershed Development Ordinance: information as required by the Village to demonstrate compliance with the Village's Watershed Development Ordinance.
2. Final Plat: A final land use and zoning plat, suitable for recording with the county recorder of deeds shall be prepared. The purpose of the land use and zoning plat is to designate with particularity the land subdivided into conventional lots as well as the division of other land not so treated into common open areas and building areas. The final land use and zoning plat shall include, but not be limited to:
    - a. Legal Description Of Entire Area: An accurate legal description of the entire area under immediate development within the PMD.
    - b. Subdivision Plat: A subdivision plat of all subdivided lands in the same form and meeting all the requirements of a normal subdivision plat.
    - c. Legal Description Of Unsubdivided Use Area: An accurate legal description of each separate unsubdivided use area, including common open space.
    - d. Location Of All Buildings To Be Constructed: Designation of the exact location of all buildings to be constructed, including minimum setbacks from lot lines.
    - e. Certificates, Seals And Signatures: Certificates, seals and signatures required for the dedication of lands and recording the document.
    - f. Tabulations On Separate Unsubdivided Use Area: Tabulations on separate unsubdivided use area, if any, including land area and number of buildings.
    - g. Water Facilities: The location of all lakes, ponds, detention sites, retention sites and dams shall be depicted and accurately located on the final plat.
  3. Public Open Space Documents: To the extent applicable, common open space in the PMD that is to be dedicated for the use of the public shall be either conveyed to a municipal or public corporation, conveyed to a not-for-profit corporation or entity established for the purpose of benefiting the owners of the PMD or retained by the developer with legally binding guarantees, in a form approved by the village attorney, that the common open space will be permanently preserved as open area. All land conveyed to a not for profit corporation or like entity shall be subject to the right of said corporation to impose a legally enforceable lien for maintenance and improvement of the common open space.
  4. Public Facilities: The construction of all public facilities and improvements made necessary as a result of the PMD shall either be completed prior to final plat approval, or be guaranteed by a security deposit.
  5. Security Deposit: The satisfactory installation of the public facilities and improvements required to be constructed within the PMD shall be guaranteed by a security consistent with the Subdivision Regulations, including, without

limitation, a letter of credit, in an amount equal to one hundred ten percent (110%) of the estimated cost of public facility installations. The balance of the security deposit shall not be returned after the completion of the public facility installations unless a guarantee security deposit in an amount of ten percent (10%) of the total cost of the required facilities is first delivered to the village. Such guarantee security deposit shall be maintained for a period of twenty four (24) months.

6. Delinquent Taxes: A certificate shall be furnished from the proper collector that all special assessments constituting a lien on the whole or any part of the lot of the PMD have been paid.
7. Covenants: Final agreements, provisions or covenants which will govern the use, maintenance and continued protection of the PMD.
8. Schedule: Development schedule indicating:
  - a. Stages in which project will be built with emphasis on area, density, use and public facilities such as open space to be developed with each stage. Overall design of each stage shall be shown on the plat and through supporting graphic material.
  - b. Approximate dates for beginning and completion of each stage.
  - c. The mix of uses to be built in each stage.
9. Traffic Mitigation:
  - a. All new developments shall be required to provide a traffic study, prepared by a qualified traffic engineer, to establish trips generated, necessary road and other improvements, and other reasonably necessary information relating to traffic impact of the development on village, county or state roads.
  - b. All developments shall be required to provide an employee traffic mitigation plan. The plan will establish specific actions by the owner to limit peak hour vehicular traffic generated by the development. These actions might include staggered work hours, ridesharing, vanpools, rideshare or transit promotion, or preferential parking plan.
10. Lighting Plans: A final photometric/lighting plan for the proposed PMD including technical descriptions and cut sheets for all lighting fixtures. Any permitted accessory lighting fixtures shall be designed, arranged, and operated so as to prevent glare and direct rays of light from being cast onto any adjacent public or private property or street and so as not to produce excessive sky-reflected glare.
11. Landscaping Plans. A final landscape plan depicting the location, size, character, and composition of all trees, landscape materials and other vegetation for the PMD.
12. Facilities Plans: Final plans for:

- a. If applicable, roads including classification, width or right of way, width of pavement and typical construction details.
- b. Sanitary sewer system.
- c. Storm drainage system.
- d. Water supply system.

**D. Modification or Waiver of Application Requirements.** Upon written request of the applicant, the Village Administrator may modify the requirements to submit any plans or documents required pursuant to this Section 10-15-6, provided that no required submittals may be waived without the prior review and approval of the Village Board. The applicant may, at its discretion, submit any or all of the materials set forth in Subsection C of this Section during the Development Concept Plan stage so that the applicant may receive approval of any such specified materials and elements of the required Final Plan at the Development Concept Plan stage.”

[END OF NEW CHAPTER 15]

**Section 6. Effective Date.**

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**FIRST READING:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

**PASSED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**PUBLISHED IN PAMPHLET FORM:** \_\_\_\_\_

# PROTECT LAKE BLUFF CHARM & CHARACTER

## COMMUNITY PETITION

**To the Village Board of Lake Bluff and Village Planning & Zoning Boards**

**June 2016**

Given the recent plans submitted by several commercial developers to build on Blocks 2 (between Walnut and Oak Streets) and Block 3 (**former PNC bank**) in the Central Business District of our village, we believe it is vital to now communicate the following fundamental requirements in order to protect the character, charm, safety and property values of the property owners and larger Lake Bluff community:

**No Zoning Changes or Special Use Permits** – Existing Lake Bluff property owners (**the tax payers**) purchased their property under the current and known zoning. Changes to the zoning code and related regulations will benefit only the project developer.

**No Three (3) Story Buildings** – Structures higher than the current zoning limitation of two (2) occupied stories (thirty feet) is inconsistent with the character of the community and the existing Central Business District standard. Extending a three story structure east into residential neighborhoods is a dangerous precedent and changes the boundaries of downtown Lake Bluff and the fundamental character of our community.

**No High Density Structures** - Respect the scale, density, character and view shed of the surrounding homes and existing commercial structures.

PROTECT LAKE BLUFF CHARM & CHARACTER

COMMUNITY PETITION

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Petition Name & Signatures:

Address:

Julie P. Stewell  
James Stevenson  
Julie Edert  
Charlotte W. Muzik  
William Karsten  
Eileen Karsten  
Peg Gronan  
Linda Rodd  
Bernie Moran

126 E. North Ave.  
126 E. North Ave.  
518 Forest Cove  
295 Hickory Ct, LB  
515 E. North Ave  
515 E. North Ave.  
215 E. Stanton Ave.  
214 E. Stanton Ave  
14 E. North Ave

I DON'T ACT ON THINGS WHEN ~~IT~~ PRESENTED ANONYMOUSLY.  
BRUCE FRAMBERG 146 E WOODLAND RD

Sue Hurtle 128 E. Woodland Road

DUNCAN SMITH 206 E. 16th Ave

Catherine Disch 501 Moffett Rd

SIEGLINDE LAND 815 NORTH AVE,

AL BOESE 218 E North

BARBARA <sup>Sam</sup> RUFFOLO 200 E. CENTER AVE.

Steve & Porter Beggus 221 E North Ave

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Petition Name & Signatures:

Address:

Julie Astbury Capps

203 E. Scranton

[Signature]

24 E Scranton

[Signature]

219 E. Scranton

Ellen Verlan

221 E Scranton Ave LB

JOHN MURAWSKI

202 E SCRANTON AVE

Jennifer Crotty-Murawski

202 E. Scranton Ave

Jamie Luffo

200 E CENTER AVE

Vani Lopez

134 E. Center Ave

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Petition Name & Signatures:

Address:

Daniel Chesebrough

134 E. Center Ave

Alexandra Palmieri

211 E. Scranton Ave.

Tatiana Anikovich

212 E. Scranton Ave.

Joe M

221 E. Scranton Ave.

Thomas Corrigan

339 E. Scranton Ave

Clare Corrigan Clare Corrigan 339 E. Scranton Ave

Colleen Nicholas Colleen Nicholas

122 E. Witchwood

NEAL Nicholas Neal Nicholas

122 E. WITCHWOOD

Peter T. Czapka

203 E. Scranton Ave

Harish Kumar

265 E. Scranton Ave,

# **PROTECT LAKE BLUFF CHARM & CHARACTER**

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*Nysted*

*Lee*

*6-7-16*

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Petition Name & Signatures:

Address:

*[Signature]*

*131 E. North Ave.*

*Ann Conside*

*125 E North Ave*

*ROB ISHAM*

*701 PARK PLACE*

*Nancy Isham*

*701 Park Place*

*[Signature]*

*134 NORTH AVE*

*William P. Burgess III*

*211 E. North Ave*

*[Signature]*

*211 E North Ave*

*[Signature]*

*218 E North Ave*

*(5)*

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Petition Name & Signatures:

Address:

Amy Decker

213 E. Scranton Ave.

C. The

220 E. Scranton Ave

Sandra Burfield

222 E. Scranton Ave

Eric Olye

306 E. Scranton Ave

Chris Storde

476 E. Scranton Ave

Dapo Tomarr

305 E. Scranton Ave

Geneva Crofts

223 E Scranton

ALI Z. KAVČEVIĆ

217 E. SCRANTON

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Petition Name & Signatures:

Address:

Pamela Crotty Preschlack

Pamela Preschlack 536 E Prospect  
LB 60044

Natalie Murawski Natalie Murawski

202 E. Scranton Ave., LB, IL, 60044

Jaimie Preschlack Jaimie Preschlack

536 E. Prospect Ave, LB, IL, 60044

Olivia Murawski Olivia Murawski 202 E. Scranton Ave., LB IL 60044

Caroline C. Rogers Caroline Rogers 226 Ravine Forest Dr. LB, IL 60044

Brett Murawski Brett Murawski 202 E. Scranton Ave. LB IL, 60044

Margaret Rogers Margaret Rogers 226 Ravine Forest Dr. LB, IL 60044

Valerie Crotty Valerie Crotty 226 Ravine Forest Dr. LB, IL 60044

Peter Rogers Peter Rogers 226 Ravine Forest Dr., Lake Bluff, IL 60044

②

(over)

*John Crotty*  
*Karen R. Crotty*

John Crotty  
709 MOUNTAIN ROAD  
LAKE BLUFF, IL 60044

Karen Crotty  
709 Mountain Rd,  
Lake Bluff, IL. 60044

*John Preschuck Jr*

John Preschuck Jr  
536 E Prospect Ave Lake Bluff IL

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Petition Name & Signatures:

Address:

*[Signature]*  
KERN S. CONSIDINE

125 E. NORTH AVENUE, LAKE BLUFF

David Mark [Signature]

117 E. North Ave, Lake Bluff

Carol Mark [Signature]

117 E. North Lake Bluff 60044

Carol Sperry [Signature]

2010 E. SCRANTON AVE LB 60044

Ginny Wells [Signature]

223 E. Washington Lake Bluff

Jule Carlson [Signature]

244 MOFFET RD. LAKE BLUFF

Liz Mast [Signature]

661 Maple Ave LB

Kathryn Leider [Signature]

349 E. Witchwood Ln. Page 2 of 2

Nini Lustig [Signature]

" " "

⑧ MICHAEL LUSTIG [Signature]

Rosemary Logue R Logue

569 Maple Av

Edward F. Logue E L

569 Maple

# **PROTECT LAKE BLUFF CHARM & CHARACTER**

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Petition Name & Signatures:

Address:

Kurt M. Simon

215 E. Seaman LB

Mark Stolzenberg

16 E North LB

Robin McAfee

100 E North Ave.

[Signature]

100 E. NORTH AVE.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Petition Name & Signatures:

Address:

MARNI WILSON  
Marni Wilson

29 E. BLODGETT  
LB

Coriene Rhoades  
Coriene Rhoades

351 Belle Forest Dr.  
L.B.

Laura Carney  
Laura Carney

24 Wimbledon Road, Lake Bluff

[Signature]

500 MAFFETT RD LB

[Signature]

346 Crescent Dr. Lake Bluff

[Signature]

414 E. Prospect L.B.

J. Puryear

36 E. North

(10)

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Petition Name & Signatures:

Address:

Christina Peterson Christina Peter

112 E. North Ave LB 60044

Mary Bell

326 W. Hawthorne LB 60044

Elmer Bell

326 W. Hawthorne LB

[Signature]

500 Mordett Rd

[Signature]

4642 N. Milwaukee Chicago IL 60647

[Signature]

241 W Blodgett LB

[Signature] PETERSON

623 Lincoln Ave.

[Signature] 1985

325 Sylvan

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Petition Name & Signatures:

Address:

chuck  
valenticic

Chuck Valenticic

662 Mawman, LB

Amy J Shoemaker

360 W Sheridan Pl, LB

Kate Cheny

207 Park Ln, LB

Mark  
Cheng

Mark Cheng

207 Park Ln, LB

Doug  
Cassidy

Doug Cassidy

180 Norwich Ct, LB

Jan  
Horan

Jan Horan

751 Lincoln LB

Dan  
Scraggins

Dan Scraggins

735 Mawman LB

Tom  
Horan

Tom Horan

751 Lincoln LB

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Petition Name & Signatures:

Address:

*Handwritten signature: Jane Brady*

340 E. Woodland Rd.

*Handwritten signature: [unclear]*

455 W. Hawthorne Ct

*Grant Chamberlain* *Handwritten signature: [unclear]*

106 E North Ave

*Maureen Chamberlain* *Handwritten signature: [unclear]*

106 E. North Ave.

*Sarah Mulligan* *Handwritten signature: [unclear]*

400 Lincoln Avenue

*Handwritten signature: Steve McCarty*

1106 Foster Ave Lake Bluff

*Handwritten signature: Stephen M. Haig*

359 Birkdale Rd, Lake Bluff IL

*Richard Fontana* *Handwritten signature: [unclear]*

321 Circle Dr L.B.

**PROTECT LAKE BLUFF CHARM & CHARACTER**

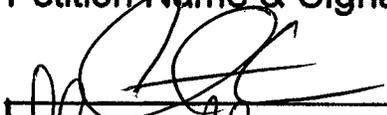
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Petition Name & Signatures:

Address:



108 E. North

Jill Walker

108 E. North

Charita

108 E. NORTH

Jennifer Cochran

251 Pinnac Forest Dr.

Jeri Grogan

537 E Center

Jay Grogan



537 E Center.

Kate Farnal

309 Winchester Ct

PARRIS DEVINE

309 Winchester Ct.

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Petition Name & Signatures:

Address:

Leslie Leonardi Leslie Leonardi

319 Vincent Ct. LB, 60094

Alison Gray

623 Rockland Ave. LB

Rob Davis

Rob Davis

673 Rockland Ave. LB

Broske Davis

Broske Davis

673 Rockland Ave. LB

Jacque Leonardi

Jacque Leonardi

319 Vincent Ct. LB 60094

JUDITH SHARP

206 E. NORTH AVE LB 60044

Dawn Nicholson

111 W. WITCHWOOD LB 60044

A. Mcnaser

111 W. WITCHWOOD LB 60044

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Petition Name & Signatures:

Address:

Ann Rieder 

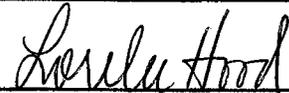
353 W. Prospect Ave, LB, IL

Ryan Rieder 

353 W. Prospect Ave, LB, IL

Mark D. B. - L.S.

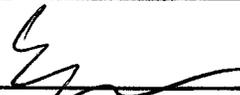
375 Evanston Ave, LB, IL

Lorelei Hood 

412 Lincoln Ave. LB, IL

Darrend ~~De~~ de Becker

251 Ravine Forest Dr 60045

Eric Niemi 

580 EVANSTON AVE, LB

Cearline

580 Evanston Ave, LB

Kyle Peterson 

112 E. North

(16)

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Petition Name & Signatures:

Margaret Madala  
Paula Fisher

Address:

359. Loss Ct  
500 Maffet

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Petition Name & Signatures:

Address:

Joanne & Greg Junkin  
(Junkin)

34 E. North Av.  
Lake Bluff

Meg Junkin  
(Junkin)

730 Garfield Ave  
Lake Bluff

## VILLAGE OF LAKE BLUFF

### Memorandum

---

**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

**FROM:** Brandon J. Stanick, Assistant to the Village Administrator

**DATE:** July 15, 2016

**SUBJECT: Agenda Item #6 - 225 West Center Avenue Request for Zoning Relief**

---

<b>Applicant Information:</b>	SB-WRA, LLC (Petitioner & Owner)
<b>Location:</b>	225 West Center Avenue
<b>Existing Zoning:</b>	R-3 Zoning District (single-family residential)
<b>Purpose:</b>	To convert an existing open walled carport on the west side of the residence into a fully enclosed two car garage.
<b>Requested Action:</b>	Seeking a zoning variation from the R-3 minimum front yard setback regulations (Section 10-5-3A) to convert an existing open walled carport on the west side of the residence into a fully enclosed two car garage.
<b>Public Notice:</b>	<i>Lake County News Sun</i> – May 30, 2016
<b>Lot Area:</b>	Approximately 12,453 Square Feet
<b>Existing Land Use:</b>	Single-family residential
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Single-family residential</li><li>• East: Single-family residential</li><li>• South: Single-family residential</li><li>• West: Single-family residential</li></ul>
<b>Comprehensive Plan Land Use Objectives:</b>	<ul style="list-style-type: none"><li>• Preserve the unique residential character of the area;</li><li>• Encourage rehabilitation &amp; control redevelopment in an orderly manner compatible with neighboring properties.</li></ul>
<b>Zoning History:</b>	Not applicable
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• <b>Section 10-5-3A:</b> Minimum Front Yard Setback for R-3 Single Family Residence District</li></ul>

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## Background and Summary

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On July 8, 2016 the Village received a zoning application from SB-WRA, LLC (Petitioner), property owner of 225 W. Center Avenue (Property), to convert an existing open walled carport on the west side of the residence into a fully enclosed two car garage (Project). The Property is a corner lot located on the southeast corner of W. Center Avenue and Pine Court in the East Terrace Subdivision. By definition the front yard for a corner lot is the shorter boundary along a street or public right-of-way. Therefore, as can be seen on the site plan submitted with the attached application, the Pine Court side of the residence is considered to be the front of the lot.

The support posts of the existing carport are located 18.5 feet off of the westerly lot line. The minimum required front yard setback for a residence in the R-3 Zoning District in which the subject property is 30 feet. Therefore the westerly limits of the carport are located 11.5 feet into the required front yard setback and is considered to be an existing legal nonconforming condition. The framing location of the proposed two car garage will remain at 18.5 feet off of the westerly lot line. Even though the front yard setback will remain at 18.5 feet once the proposed project is completed, a front yard setback zoning variation is required because the conversion of the opens carport to a fully enclosed garage is considered to increase the degree of the existing non-conformity. A front yard setback variation of 38.30% will be required.

Please note that when the Petitioner submitted their application they believed that a variation was also required from the maximum front yard impervious surface regulations. Village Staff reviewed the impervious surface calculations and determined that no other variations were required with exception of the previously reviewed minimum front yard setback variation. In addition to errors made by the Petitioner on the maximum front yard impervious surface calculations, the Petitioner also misstated the size of the existing lot in their written application. The lot is approximately 12,453 sq. ft. and not 12,040 sq. ft.

## Zoning Analysis

---

Village Staff has conducted the required zoning analysis and confirms the Project, with the exception of the standard identified below is in compliance with the Zoning Code:

### MINIMUM FRONT YARD SETBACK (in feet)

Total Front Yard Setback Variation: 11.5 ft. or 38.30%

Minimum Required	Existing	Proposed	Encroachment
Front Setback: 30.0	Front Setback: 18.5	Front Setback: 18.5	11.5 (30.0 – 18.5)

The Petitioner has provided statements addressing the standards for variation in the attached zoning application. The PCZBA should consider if the Petitioner's statements and submitted materials satisfy the established standards for variation.

## PCZBA Authority

---

The PCZBA has the authority to:

- Recommend the Village Board approve, approve with conditions or deny the request for:

- A 38.30% variation from the **R-3 residence district minimum front yard setback regulations** to allow for the conversion of the open carport to a fully enclosed two car garage.

## **Recommendation**

---

Following the public hearing to consider the requested zoning relief, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information; or
- If more information is not required, vote to:
  - Recommend the Village Board approve, approve with conditions, or deny the request for a 38.30% variation from the **R-3 residence district minimum front yard setback regulations** to allow for the conversion of the open carport to a fully enclosed two car garage.

## **Attachments**

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- Petitioner's zoning application and related material.

If you should have any questions concerning the information provided in this memorandum, please feel free to contact me at 847-283-6889.

FEE PAID:   
RECEIPT NUMBER:

DATE RECEIVED  
BY VILLAGE:

JUL 8 2016

VILLAGE OF LAKE BLUFF

**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD**

**SUBJECT PROPERTY**

Address: 225 W. Center Ave. Zoning District: R3  
(Property address for which application is submitted)

Current Use: Single family Residence  
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-20-218-001-0000

**APPLICANT**

Applicant: SB-WRA LLC

Address: 5580 LA Jolla Blvd #67  
(Address if different than subject property)

Relationship of Applicant to Property: Owner.  
(Owner, Contract Purchaser, Etc.)

Home Telephone: 858-332-2400 Business Telephone: \_\_\_\_\_

**OWNER**

Owner - Title Holder	If Joint Ownership
Name: <u>SB-WRA LLC.</u>	Joint Owner: _____
Address: <u>5580 LA JOLLA BLVD #67</u>	Address: _____
<u>LA JOLLA, CA 92037</u>	_____
Daytime Phone: <u>858-332-2400</u>	Daytime Phone: _____

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

Corporation  
 Land Trust  
 Other: \_\_\_\_\_

Partnership  
 Trust

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes  No If No, Explain: \_\_\_\_\_



**ACTION REQUESTED**

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received at least 25 days prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: Section 10-5-3: A.1 and 10-5-7: B

Narrative description of request: The Owner of the subject property is requesting a Zoning Variation of 11.40' of the Front yard Setback Restriction and a Zoning Variation of 21.76SF of the "Required Front Yard Setback Impervious Surface Limitation"

**STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS**

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing. Please attach additional materials if necessary.

**STANDARDS FOR VARIATIONS:**

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

The owner would not be able to build an enclosed garage in the footprint of the existing carport due to the front yard setback restriction.

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

The Corner lot conditions uniquely restrict this lot on two sides. The assigned front yard is on the same side as the existing Carport and uniquely restricts its improvement.



3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

Granting this request will simply allow the owner an enclosed garage similar to the rest of the neighborhood.  
\_\_\_\_\_  
\_\_\_\_\_

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

This request would not adversely impact the surrounding area in that it is simply enclosing an existing carport. We are not increasing the existing encroachment or impervious surfaces.  
\_\_\_\_\_  
\_\_\_\_\_

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

Due to the new garage location facing both Center Ave. on the north, Pine Ct. on the west, it will not affect light and air nor b.c.d.e. As for the south side, the garage would be no closer to the lot as the exg. home is now.  
\_\_\_\_\_  
\_\_\_\_\_

### **STANDARDS FOR SPECIAL USE PERMITS:**

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

N.A.  
\_\_\_\_\_  
\_\_\_\_\_

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

N.A.  
\_\_\_\_\_  
\_\_\_\_\_

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

N.A.  
\_\_\_\_\_  
\_\_\_\_\_

4. No Traffic Congestion: Describe how the proposed use will not cause undue traffic and traffic congestion.

N.A.

5. No Destruction of Significant Features: Describe how the proposed use will not destroy or damage natural, scenic or historic features.

N.A.

**STANDARDS FOR TEXT AMENDMENTS**

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

**TEXT AMENDMENT GUIDING PRINCIPLES:**

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

**1. The consistency of the proposed amendment with the purposes of this title:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. The community need for the proposed amendment and any uses or development it would allow:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICATION MATERIALS**

**LEGAL DESCRIPTION - MUST BE PROVIDED**

See copy of Plat of Survey  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Required**

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

**Optional**

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

\*15 copies, no larger than 11x17, must be submitted

**SIGNATURES**

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. The owner must sign the application.

Owner Signature: *J. Paine* Date: 4/30/16  
 Print Name: JAMES PAINE

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If other than owner)

Print Name: \_\_\_\_\_



EXECUTOR'S DEED  
(ILLINOIS)

The grantor, ROBERT WAGEMANN, as Independent Executor of the Estate of Elaine P. Whitesel, deceased, by virtue of Letters of Office issued to him on November 13, 2013, by the Circuit Court of the 19<sup>th</sup> Judicial Circuit, Lake County, State of Illinois, Case No. 2013 P 845, and in exercise of the power of sale granted to him in and by said Will and in pursuance of every other power and authority him enabling, of 230 W. Center Ave., Lake Bluff, IL 60044, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby convey and warrant to the grantee, SB-WRA, LLC, a California Limited Liability Company, of 11555 Sorrento Valley Rd., Ste. 204, San Diego, CA 92121, the following described real estate situated in the County of Lake and the State of Illinois, to wit:

See Legal Description Attached Hereto.

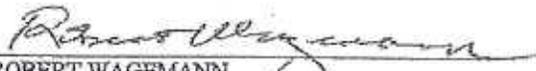
Subject to: General real estate taxes for the year 2014 and subsequent years; covenants, conditions and restrictions of record; and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate.

To have and to hold the said Real Estate, with all the appurtenances and privileges thereunto, forever.

Permanent Index Number(s) 12-20-218-001

And the said Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemptions of homesteads from the sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has caused his name to be signed to these presents this 16<sup>th</sup> day of January, 2015.

  
ROBERT WAGEMANN

MAIL DEED TO:

SB-WRA, LLC  
11555 Sorrento Valley Rd., Ste. 204  
Skokie, IL 60076

ADDRESS OF PROPERTY:

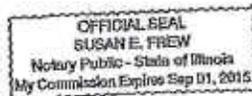
225 W. Center Ave.  
Lake Bluff, IL 60044

STATE OF ILLINOIS )  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Wagemann is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of January, 2015.

  
Notary Public



This instrument prepared by:

William J. Hielscher  
550 Frontage Ste. 2410  
Northfield, IL 60093

Mail subsequent tax bills to:

SB-WRA, LLC  
11555 Sorrento Valley Rd., Ste. 204  
San Diego, CA 92121

EXHIBIT "A"

PIN: 12-20-218-001-0000

LOT 25 IN BLOCK 5 IN "THE TERRACE", BEING H.O. STONE AND COMPANY'S  
SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 12,  
EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF, RECORDED SEPTEMBER 28, 1925 AS DOCUMENT NUMBER 265877,  
IN BOOK "O" OF PLATS, PAGES 62, 63, AND 64, IN LAKE COUNTY, ILLINOIS.











 **CLARK ARCHITECTS**

1013 Rosemary Terr.  
Deerfield, Il 60015  
clarkarchitects@sbcglobal.net

Ph: 847-607-0750  
Cell: 847-828-0622  
Fax: 847-317-9092

**Harrity  
ZONING ANALYSIS**

10/21/15

**225 W. Center Ave.**

Current Zone: R3

Lot Area: Irregular = 12,453.55 S.F.

**A. Floor Area Ratio:**

5,400 + (0.1 x total square feet of lot size in excess of 18,000)

5,400 + (.1 x 12,453.55)

5,400 + 1245.35 SF = **6,646.35 SF allowed.**

Existing building area:

1<sup>st</sup> floor: 1,560.13 SF

Carport: 599.32 SF

TT: 2,159.45SF < **6,646.35 SF OK**

**\*B. Setbacks:**

1. **Front yard:** 30.0'

Exg. carport @ 18.56'

Current carport is encroaching by 11.44'. **Non-conforming!**

2. **Rear:** 15% of lot depth. (no less than 10.0' or greater than 25.0')

.15 x 162.61' = 24.39'

Exg. = 58.89' > 24.39' **OK**

JUL - 8 2016

3. **Corner Lot Side yards:** 20% of lot width.

**North Side:** 20% x 77.42' = 15.48'

Exg. @ garage = 38.17' > 15.84' OK

Exception 10.5.3.d-2 Does not apply.

**South Side:** R3 restrictions apply.

10% of lot width.

77.42 x .10 = 7.42'

Exg. = 12.02' > 7.42' OK

**Combined total:** 20% of width.

77.42' x .20 = 15.48' < north + south = 50.19' OK

**C. Building Height:**

Max. 34.0' Max.

Accessories bldgs: 17.0'

**D. Total Impermeable Lot Coverage: 50%**

.5 x 12,453.55SF = 6,226.77SF

Exg. house, carport, drive & walks: 4,488.45SF < 6,226.77SF OK

**\*E. Max. Front Yard Impermeable: Max. allowed: 35% + [(100.0' - 77.42) x 0.2]**

35% + 22.58 x 0.2

35% + 4.51 = 39.51%

Exg. Front Yard = 3,144.8SF x 39.51% = 1,242.51SF allowed

Exg. Front yard Coverage = 1,264.27SF > 1,242.51SF Non-conforming!

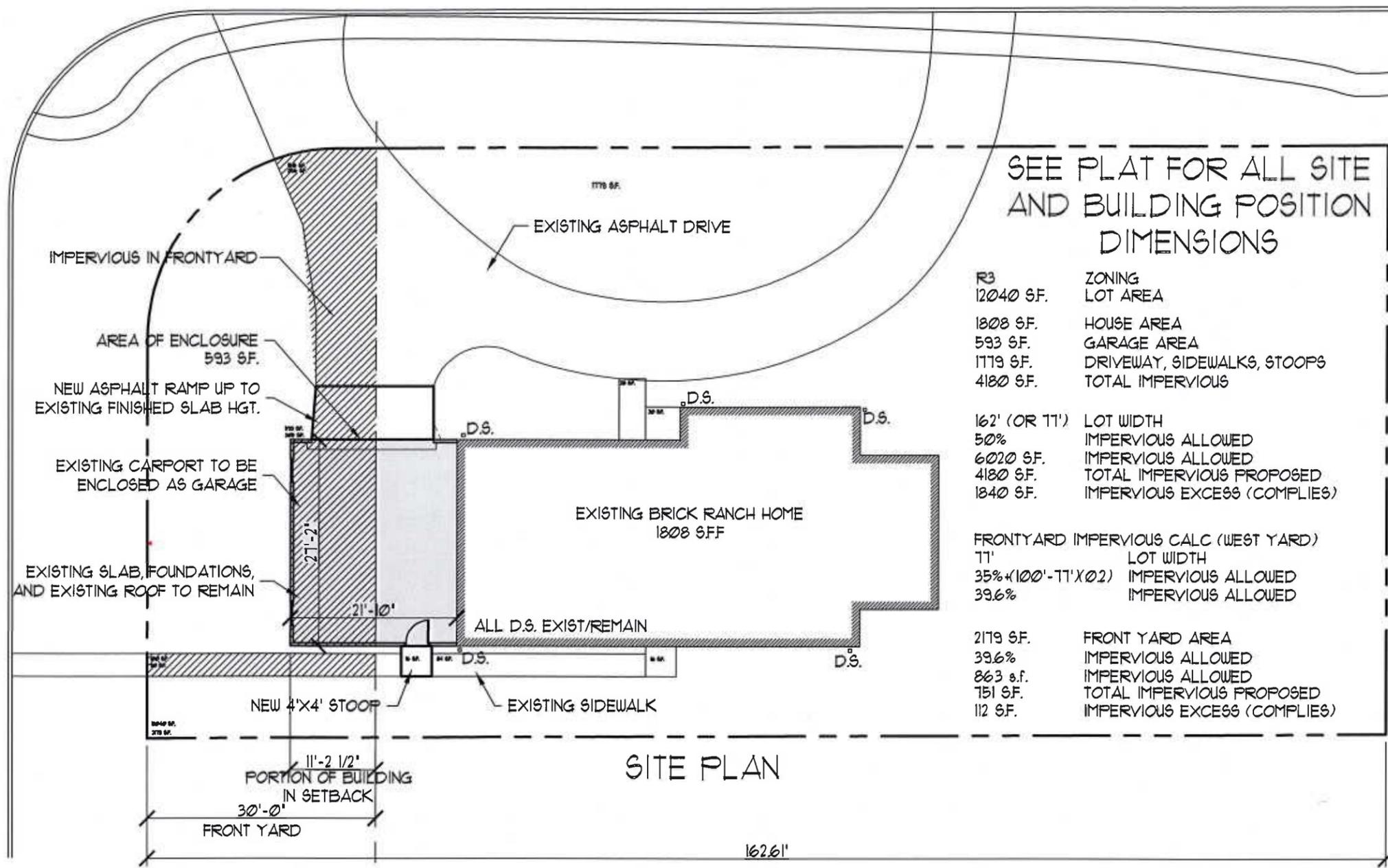
**F. Max. Building Coverage: 30% of lot area.**

12,453.55SF x .30 = 3,736.06SF

Exg. Coverage - 2,159.45 < 3,736.06SF OK

CENTER AVENUE

PINE COURT



SEE PLAT FOR ALL SITE AND BUILDING POSITION DIMENSIONS

R3	ZONING
12040 SF.	LOT AREA
1808 SF.	HOUSE AREA
593 SF.	GARAGE AREA
1779 SF.	DRIVEWAY, SIDEWALKS, STOOPS
4180 SF.	TOTAL IMPERVIOUS

162' (OR 11')	LOT WIDTH
50%	IMPERVIOUS ALLOWED
6020 SF.	IMPERVIOUS ALLOWED
4180 SF.	TOTAL IMPERVIOUS PROPOSED
1840 SF.	IMPERVIOUS EXCESS (COMPLIES)

FRONTYARD IMPERVIOUS CALC (WEST YARD)	
11'	LOT WIDTH
35% x (100' - 11' x 0.2)	IMPERVIOUS ALLOWED
39.6%	IMPERVIOUS ALLOWED

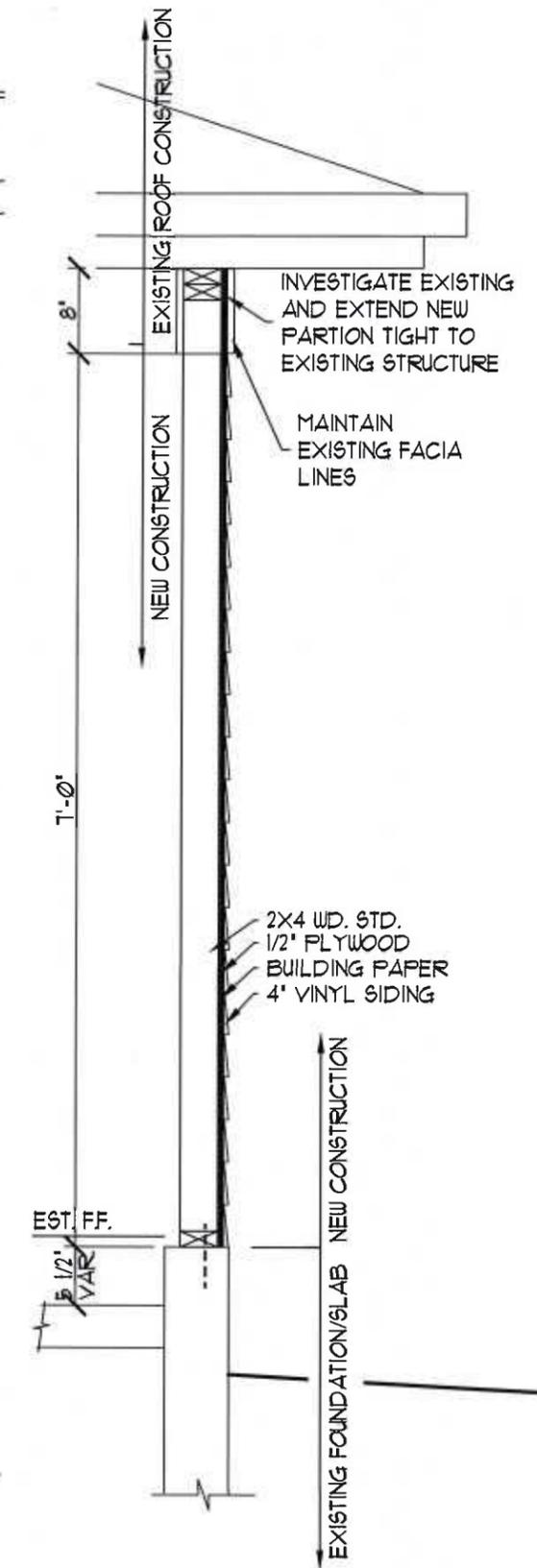
2179 SF.	FRONT YARD AREA
39.6%	IMPERVIOUS ALLOWED
863 s.f.	IMPERVIOUS ALLOWED
751 SF.	TOTAL IMPERVIOUS PROPOSED
112 SF.	IMPERVIOUS EXCESS (COMPLIES)

SITE PLAN



PROPOSED SITE PLAN  
1/16" = 1'-0"

PROJECT DESCRIPTION  
PROPOSED GARAGE ENCLOSURE - SLAB AND FOUNDATIONS EXIST AND HAVE BEEN VERIFIED TO BE PER CODE. ROOF STRUCTURE, SOFFITS, GUTTERS, AND FACIA EXIST AND ARE TO REMAIN. ENCLOSURE WILL BE CONSTRUCTED OF WOOD FRAME BEARING CONSTRUCTION AND SIDED WITH VINYL SIDING.



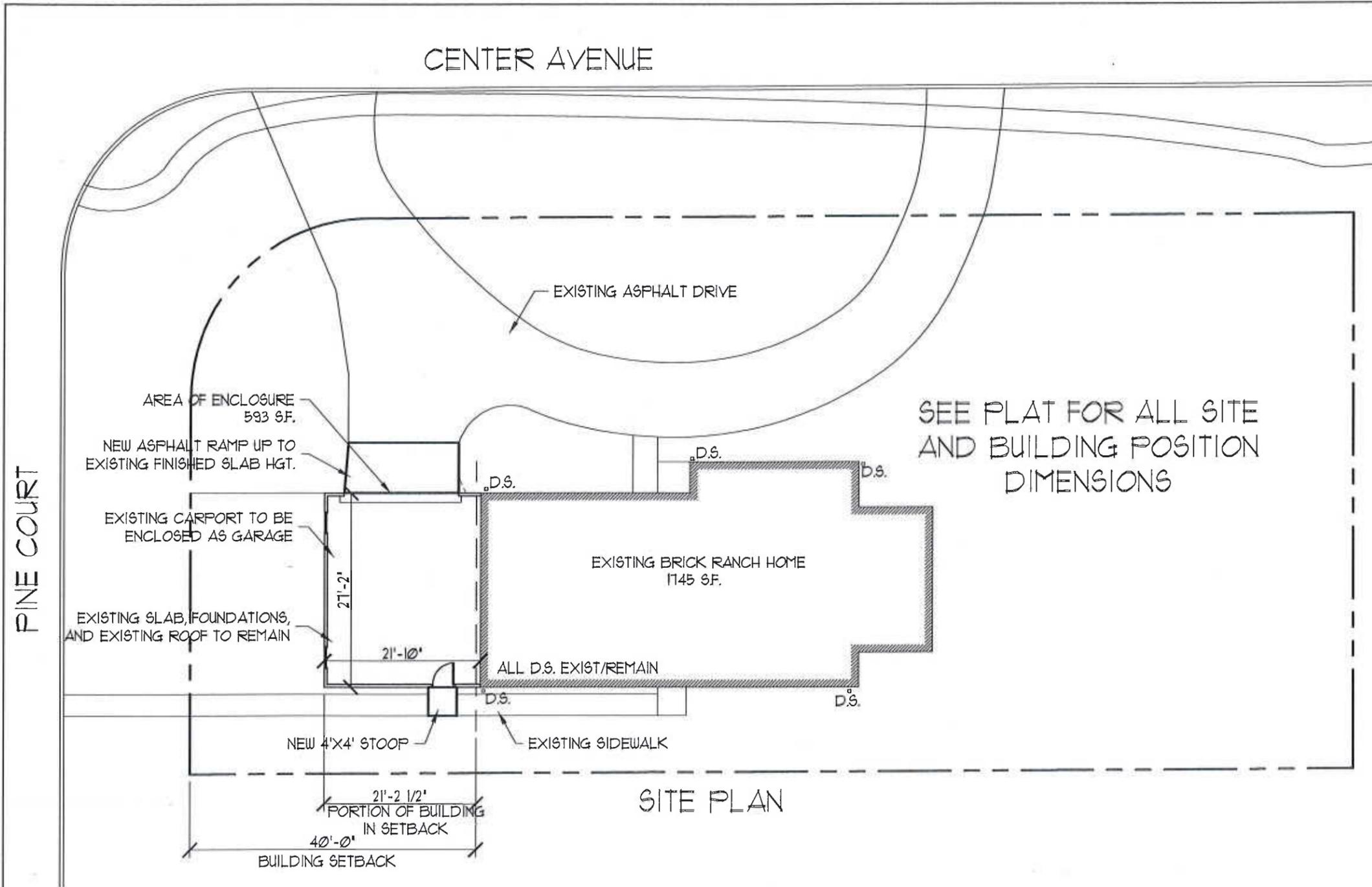
TYPICAL WALL SECTION  
3/4" = 1'-0"



PROPOSED CARPORT ENCLOSURE - 225 CENTER AVE, LAKE BLUFF

PROPOSED SITE PLAN

DATE	7/7/2016
NO.	16591
REV.	AI



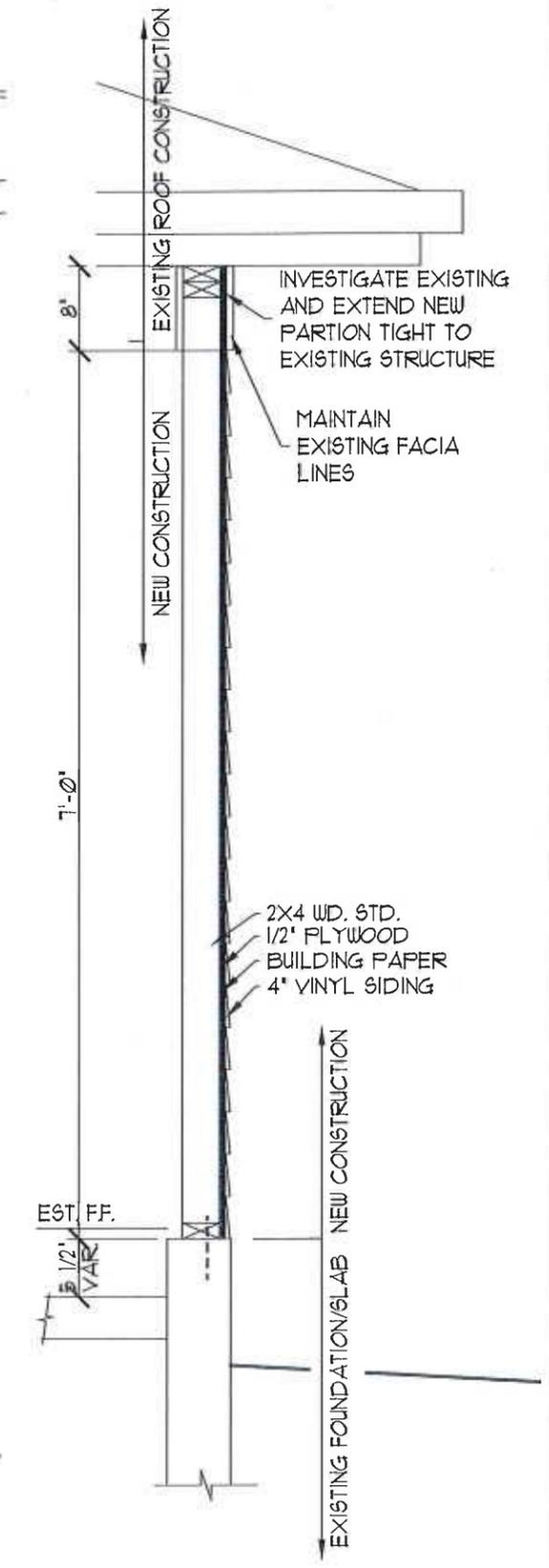
PINE COURT

SITE PLAN



PROPOSED SITE PLAN  
1/16" = 1'-0"

PROJECT DESCRIPTION  
 PROPOSED GARAGE ENCLOSURE - SLAB AND FOUNDATIONS EXIST AND HAVE BEEN VERIFIED TO BE PER CODE. ROOF STRUCTURE, SOFFITS, GUTTERS, AND FACIA EXIST AND ARE TO REMAIN. ENCLOSURE WILL BE CONSTRUCTED OF WOOD FRAME BEARING CONSTRUCTION AND SIDED WITH VINYL SIDING.



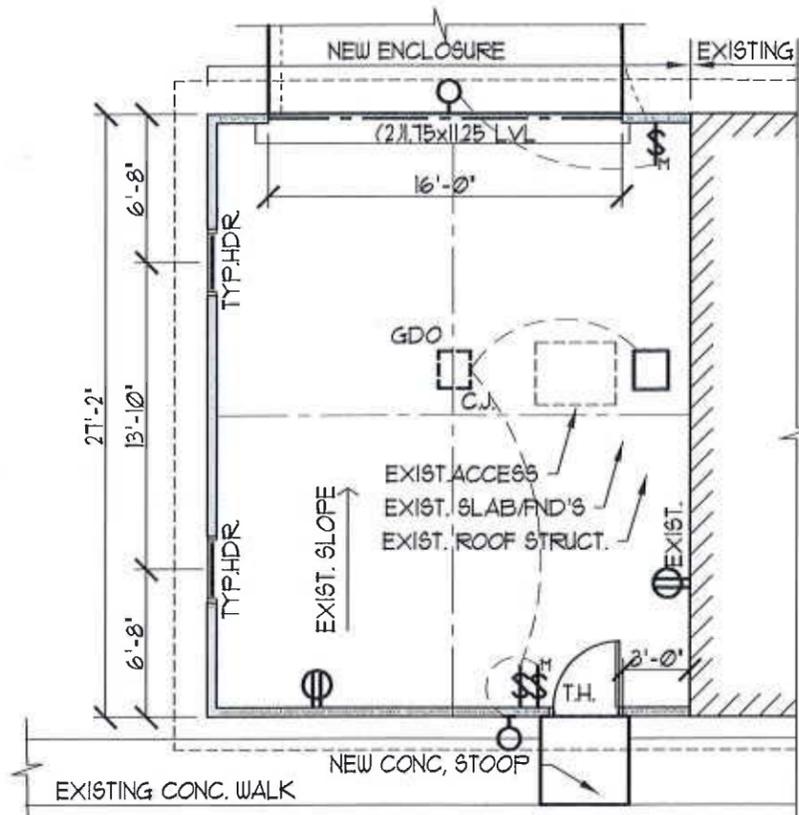
TYPICAL WALL SECTION  
3/4" = 1'-0"



PROPOSED CARPORT ENCLOSURE - 225 CENTER AVE, LAKE BLUFF

PROPOSED SITE PLAN

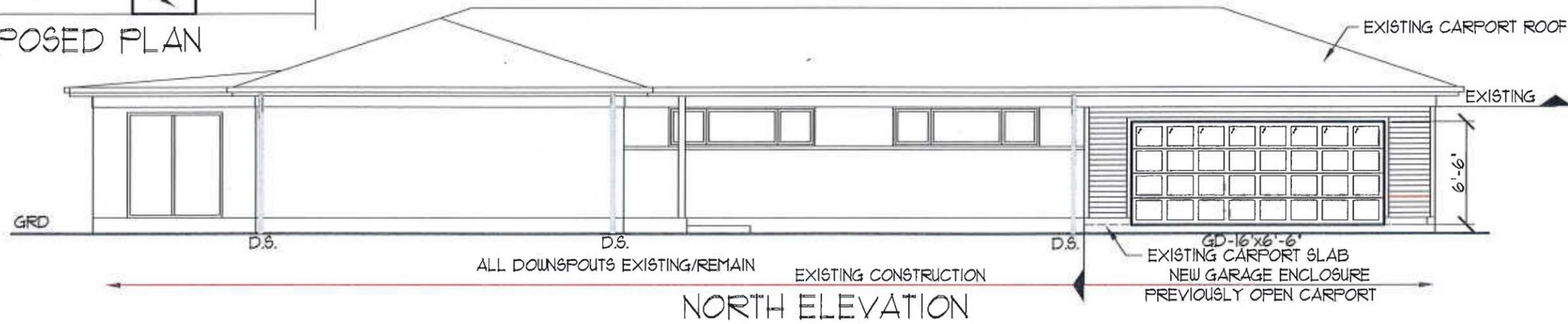
DATE	6/12/2016
PROJECT	16591
SCALE	AI



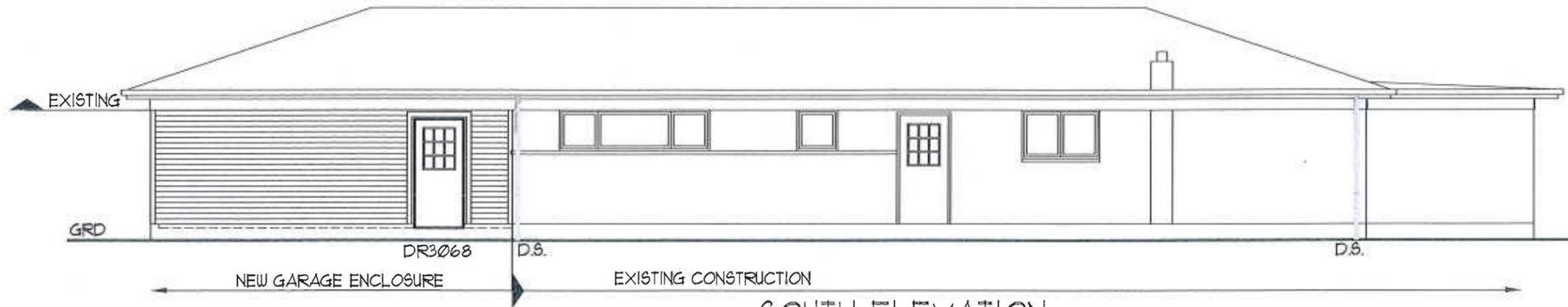
PROPOSED PLAN



NEW GARAGE ENCLOSURE  
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

PROPOSED CARPORT ENCLOSURE - 225 CENTER AVE, LAKE BLUFF

PROPOSED PLAN AND ELEVATIONS

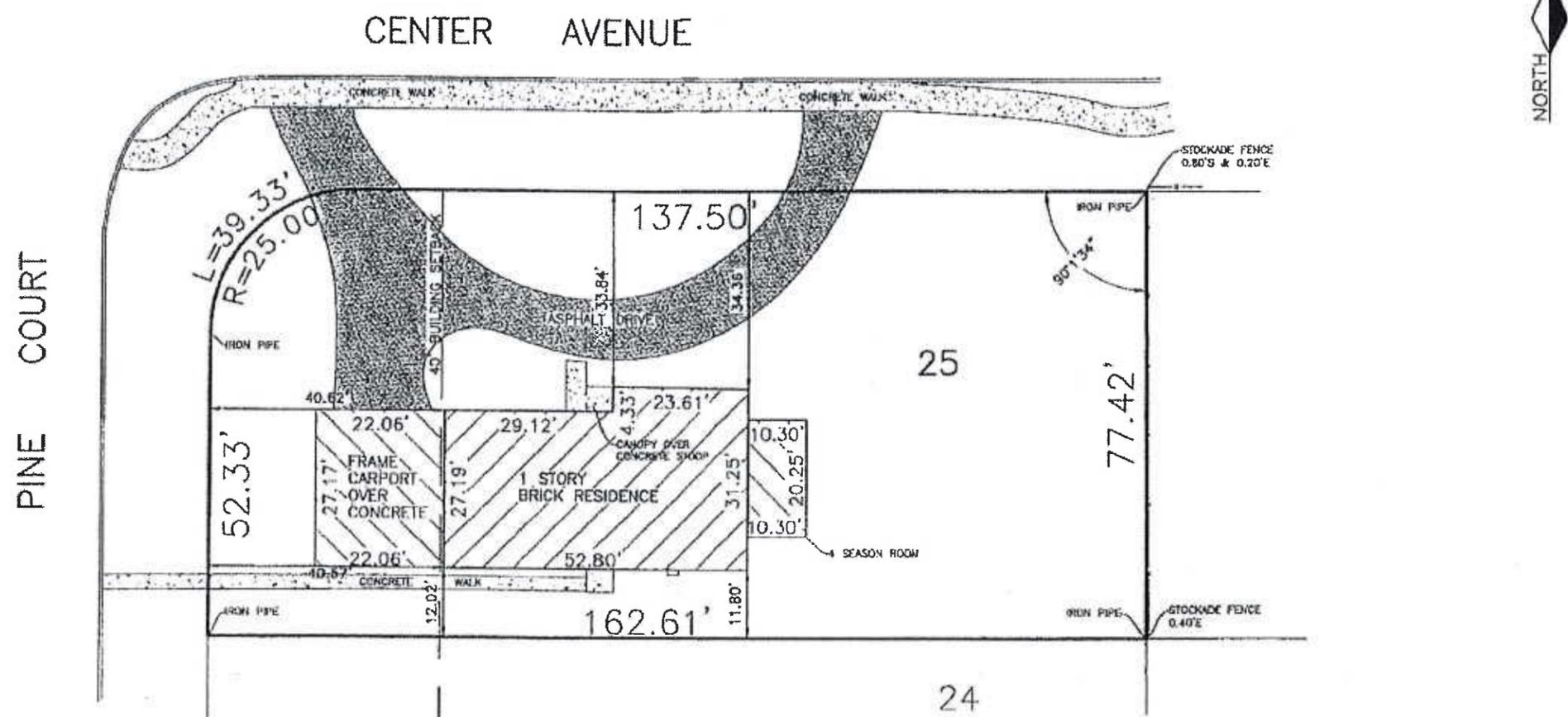
DATE	6/12/2016
NO.	16591
REV.	A2

B15-482-5713  
pls3268@hotmail.com

### TOM W. ATKINS PLAT OF SURVEY

618 S. Broadway St.  
Mchenry, IL 60050

LOT 25 IN BLOCK 5 IN "THE TERRACE", BEING H.O. STONE AND COMPANY'S  
SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF,  
RECORDED SEPTEMBER 28, 1925 AS DOCUMENT NUMBER 265877, IN BOOK  
"O" OF PLATS, PAGES 62, 63, AND 64, IN LAKE COUNTY, ILLINOIS.



ALL DISTANCES IN FEET AND DECIMAL  
SCALE: one inch = 20 feet  
FILE NO. TA2696  
ORDERED BY: \_\_\_\_\_  
WILLIAM HIELSCHER  
ADDRESS: 225 W. CENTER AVENUE  
LAKE BLUFF, ILLINOIS

NOTE: ONLY THOSE BUILDING  
LINE RESTRICTIONS OR  
EASEMENTS SHOWN ON A  
RECORDED SUBDIVISION PLAT  
ARE SHOWN HEREON.

COMPARE YOUR DESCRIPTION  
AND SITE MARKINGS WITH  
THIS PLAT AND AT ONCE  
REPORT ANY DISCREPANCIES  
WHICH YOU MAY FIND.

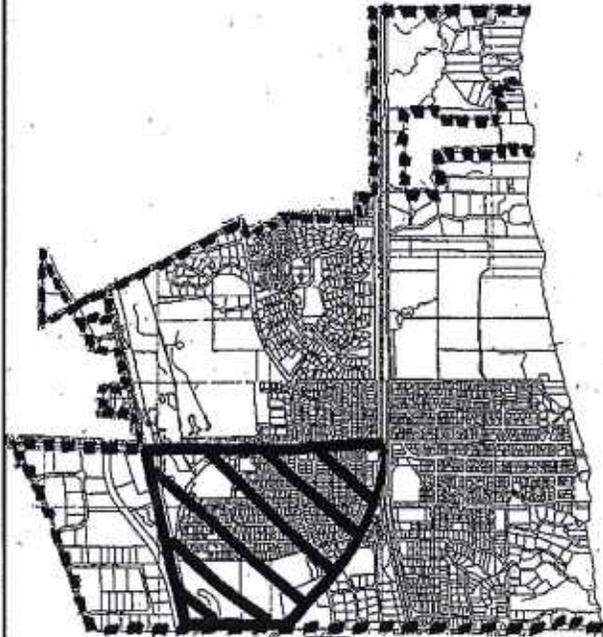
BL = BUILDING LINE  
BSL = BUILDING SETBACK LINE  
PUE = PUBLIC UTILITY AND DRAINAGE EASEMENT  
PUE = PUBLIC UTILITY EASEMENT



STATE OF ILLINOIS  
COUNTY OF MCHENRY, ILL. SS  
I, TOMMY W. ATKINS, ILLINOIS PROFESSIONAL LAND SURVEYOR, IN THE  
STATE OF ILLINOIS, DO HEREBY STATE THAT I HAVE PREPARED THE PLAT  
OF SURVEY DEPICTED HEREON. THIS PLAT REPRESENTS THE CONDITIONS  
FOUND AT THE TIME OF SAID SURVEY. THIS PROFESSIONAL SERVICE  
CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE  
APPLICABLE TO BOUNDARY SURVEYS.  
CERTIFIED AT MCHENRY, ILLINOIS THIS 30th DAY OF DECEMBER, 2014  
Tommy W. Atkins  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3266  
MY LICENSE EXPIRES NOVEMBER 30, 2016

**Objectives - Land Use Area 5**

- LU5: A) Preserve the unique residential character of the area.
- B) Encourage rehabilitation and control redevelopment in an orderly manner compatible with neighboring properties.
- C) Designate a portion of Village owned property for park use in cooperation with the Lake Bluff Park District.



West and north of the Union Pacific freight line spur, south of Route 176 and east of the Union Pacific freight line.

**Policies - Land Use Area 5**

- LU5-1: Maintain the undeveloped property east of JAWA and south of Route 176, which is largely owned by the Village, as open space. Consider portions of the property for future development; first, for a park to service the areas west of Green Bay Road and south of Route 176 if an alternate park site to the south cannot be found, and second, for relatively low density, lower cost (as compared with the Armour Woods Development); multifamily housing if a sufficient number of such housing units cannot be located elsewhere in the Village. *See policy AD2-5.*
- LU5-2: Minimize the expansion of institutional uses (JAWA) to the extent practical, recognizing the importance of JAWA to the Village.
- LU5-3: When a change in use is proposed, consider redevelopment of the Harrison Conference Center and the private estate to the south in a manner that serves as a compatible transition between the R-2 area to the north, and the E-2 area to the south. Require the dedication of land for public access to the open space to the west.
- LU5-4: Consider the property south of Route 176, west of JAWA, east of the Union Pacific railroad as part of a Special Study Area. *See "Economic Development" for a map of the Special Study Area and see policies LU9-1, AD2-3, ED2-1, TR3-2, and PS5-6.*
- LU5-5: Improve public access to the area's open space.

LU5 Continued.

- LU5-6. Implement fiscally responsible options, either in conjunction with the Lake Bluff Park District or independently, to gain site control or ownership of the Lake County Forest Preserve property west of the Harrison House Conference Center for open space or park use. *See policy PO1-3.*
- LU5-7. Enhance pedestrian access to adjacent areas through the following:
- a) Pursue installation of a non-grade pedestrian crossing of Route 176 near Green Bay Road to provide improved safety for access to Blair Park. *See policy TRI-4.*
  - b) Support the construction/installation of the pedestrian/bike path adjacent the Union Pacific freight line connecting the North Shore Bike Path adjacent Route 176 south to the City of Lake Forest. *See policy TRI-5.*
- LU5-8. Study the use of an appropriately sized parcel south of JAWA and west of E. Sheridan Place for park use, to include ball fields. *See PO4-2.*
- LU5-9. As a general policy, retain existing public rights-of-way throughout the Village. Inventory and categorize existing Village rights-of-way. Develop a process, standards and criteria for identifying rights-of-way which, if vacated, sold or otherwise disposed of, would not adversely impact the character of the Village.

## VILLAGE OF LAKE BLUFF

### Memorandum

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**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

**FROM:** Brandon J. Stanick, Assistant to the Village Administrator

**DATE:** July 15, 2016

**SUBJECT:** **Agenda Item #7 - 29721 N. Environ Circle Request for Zoning Relief**

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<b>Applicant Information:</b>	Rich and Vicki Santos (Petitioner & Owner)
<b>Location:</b>	29721 N. Environ Circle
<b>Existing Zoning:</b>	R-6 Zoning District (single-family residential specific to Sanctuary Subdivision)
<b>Purpose:</b>	To construct a one-story addition to the rear of the house to serve as first-floor bedroom.
<b>Requested Action:</b>	Seeking a zoning variation from the R-6 maximum gross floor area regulations and the R-6 maximum building coverage regulations.
<b>Public Notice:</b>	<i>Lake County News Sun</i> – July 5, 2016
<b>Lot Area:</b>	6,412 sq. ft.
<b>Existing Land Use:</b>	Single-family residential
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Single-family residential</li><li>• East: Single-family residential</li><li>• South: Single-family residential</li><li>• West: Single-family residential</li></ul>
<b>Comprehensive Plan Land Use Objectives:</b>	Not applicable. Sanctuary Subdivision annexed in 1998 following the adoption of the Comp Plan in 1997.
<b>Zoning History:</b>	Not applicable
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• <b>Section 10-5I-6:</b> R-6 Maximum Gross Floor Area Regulations; and</li><li>• <b>Section 10-5I-8:</b> R-6 Maximum Building Coverage Regulations.</li></ul>

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**Background and Summary**

On June 17, 2016 the Village received a zoning application from Rich and Vicki Santos (Petitioner), property owners of 29721 N. Environ Circle (Property), to build a one-story addition to the rear of the house to serve as a first-floor bedroom (Project). The Project is 145 sq. ft. in size and located in the southwest corner of the Property. The Property is located in the Sanctuary Subdivision, a fully developed detached single-family residential subdivision comprised of 177 lots. The regulations in Chapter 5 of Title 10 of the Zoning Code were adopted in December 2000 (Ord. #2000-20) and are intended to apply only to the lots in the Sanctuary Subdivision and are not to be mapped in any other area of the Village.

**Zoning Analysis**

Pursuant to Section 10-5-6 the maximum gross floor area permitted on the Property is 2,504.80 sq. ft. (0.4 x 6,412) and the existing floor area is 3,479.40 sq. ft. (gross floor area at time of construction in 1994). Pursuant to Section 10-5I-6, any lot existing as of December 11, 2000 that exceeds the maximum floor area required shall not be deemed non-conforming and the maximum floor area for any such lot shall be the floor area of the lot as of December 11, 2000. The Project is 145 sq. ft., but will create a total of 174 sq. ft. of adjusted gross floor area. The adjustment is because of the requirement that any space (from floor to ceiling) more than 10 ft. in height is increased by 10% for each foot (or fraction thereof) over 10 ft. Also, the existing deck does not count toward floor area because: i) it is located in the side or rear yard; ii) has a floor elevation of less than 30"; iii) has no railings; and iv) has an area (233 sq. ft.) of less than 3.5% of the total area of the lot. Additionally, pursuant to Section 10-5I-8, the maximum building coverage permitted in the R-6 District is the same as that permitted in the R-4 Zoning District (typical east side lot) which is 1,923.60 sq. ft. The existing building coverage complies and is 1,854 sq. ft. The proposed addition will create an additional 145 sq. ft. of building coverage and exceed the maximum building coverage by 75.40 sq. ft.

Village Staff has conducted the required zoning analysis and confirms the Proposed Improvements, with the exception of the standards identified below are in compliance with the Zoning Code:

**MAXIMUM FLOOR AREA COVERAGE (in sq. ft.)**

Total Floor Area Variation: 174 sq. ft. or 5.00%

Maximum Allowed	Existing	Proposed	Total
Lot Size: 6,412.00	1 <sup>st</sup> floor: 1,882.40*	1 <sup>st</sup> floor: 174.00	1 <sup>st</sup> floor: 2,056.40*
Floor Area: 3,479.40	2 <sup>nd</sup> floor: 1,278.00	2 <sup>nd</sup> floor: 0.00	2 <sup>nd</sup> floor: 1,278.00
	Attic: 319.00	Attic: 0.00	Attic: 319.00
	Total: 3,479.40	Total: 174.00	Total: 3,653.40

\* Includes existing attached garage space of 656 sq. ft. and excludes existing deck due to qualifying bonus.

**MAXIMUM BUILDING COVERAGE (in sq. ft.)**

Total Building Coverage Variation: 145 sq. ft. or 7.82%

Maximum Required	Existing	Proposed	Total
Lot Width (ft.): 83.04	Bldg. Cov.: 1,854	Bldg. Cov.: 145	Bldg. Cov.: 1,999
Bldg. Coverage: 1,854.00			

The Petitioner has provided statements addressing the standards for variation in the attached zoning application. The PCZBA should consider if the Petitioner's statements and submitted materials satisfy the established standards for variation.

## **PCZBA Authority**

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The PCZBA has the authority to:

- Approve, approve with conditions or deny the request for:
  - A 5.00% variation from the **D Residence District (R-6) maximum gross floor area regulations** and
  - A 7.82% variation from the **D Residence District (R-6) maximum building coverage regulations**  
to allow for a one-story addition to the rear of the house to serve as a first-floor bedroom.

## **Recommendation**

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Following the public hearing to consider the requested zoning relief, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information; or
- If more information is not required, vote to approve, approve with conditions or deny the request for:
  - A 5.00% variation from the **D Residence District (R-6) maximum gross floor area regulations** and
  - A 7.82% variation from the **D Residence District (R-6) maximum building coverage regulations**  
to allow for a one-story addition to the rear of the house to serve as a first-floor bedroom.

## **Attachments**

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- Petitioner's zoning application and related material.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.

FEE PAID:   
 RECEIPT NUMBER:

DATE RECEIVED **JUL - 5 2016**  
 BY VILLAGE:

**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD**

**SUBJECT PROPERTY**

Address: 29721 N. ENVIRON CIRCLE Zoning District: RG  
(Property address for which application is submitted)

Current Use: RESIDENTIAL  
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12181020080000

**APPLICANT**

Applicant: Rich & Vicki Santos

Address: 29721 N. Environ Circle  
(Address if different than subject property)

Relationship of Applicant to Property: Owner  
(Owner, Contract Purchaser, Etc.)

Home Telephone: 847-604-8205 Business Telephone: \_\_\_\_\_

**OWNER**

<p><b>Owner - Title Holder</b></p> <p>Name: <u>RICH SANTOS</u></p> <p>Address: <u>29721 ENVIRON CI</u> <u>LAKE BLUFF, IL 60044</u></p> <p>Daytime Phone: <u>847-604-8205</u></p>	<p><b>If Joint Ownership</b></p> <p>Joint Owner: _____</p> <p>Address: _____</p> <p>Daytime Phone: _____</p>
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If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Corporation  | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Land Trust   | <input type="checkbox"/> Trust       |
| <input type="checkbox"/> Other: _____ |                                      |

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes       No      If No, Explain: \_\_\_\_\_

## ACTION REQUESTED

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received at least 25 days prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: \_\_\_\_\_

10-5-6 FLOOR AREA RATIO

Narrative description of request: \_\_\_\_\_

BUILDING A 1-STORY ADDITION @ THE REAR THAT WILL BECOME A BEDROOM ON THE 1ST FLOOR FOR THE PURPOSE OF THE OLDER HUSBAND TO USE IN THE NEAR FUTURE. THE BEDROOM IS TO BE EASILY ACCESSIBLE W/O GOING USING THE STAIRS TO GO TO THE 2ND FLOOR.

## STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing. Please attach additional materials if necessary.

### STANDARDS FOR VARIATIONS:

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

THE ADDITION BEING BUILT WILL BECOME A BED ROOM FOR THE AGING HOMEOWNER. THIS ROOM WILL SERVE AS THE ONLY BEDROOM @ GROUND LEVEL.

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

THE EXISTING HOUSE IS LOCATED ON A PIE SHAPE LOT WHICH IS SMALL COMPARED TO THE SIZE OF THE EXISTING HOUSE. WE ARE ONLY ADDING ~140 SF.

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

ADDING A BEDROOM ON THE GROUND LEVEL FOR THE AGING  
HOMEOWNER, IT WOULD ELIMINATE THE REASON FOR THE HOMEOWNER  
TO WALK UP A FLIGHT OF STAIRS TO THEIR BEDROOM.

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

THE NEW ADDITION IS WITHIN THE REQUIRED SETBACKS,  
& DOES NOT ENCROACH. WE ARE ONLY ADDING ~140 SF TO  
THE EXISTING HOUSE. THE 1-STORY ADDITION WILL NOT IMPACT  
ANY NEIGHBORS LINE OF VISION.

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

THE ADDITION IS A 1-STORY ADDITION THAT WILL NOT IMPACT  
ANY OF THE MENTIONED ISSUES ABOVE.

**X STANDARDS FOR SPECIAL USE PERMITS:**

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

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5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

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**STANDARDS FOR TEXT AMENDMENTS**

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

**TEXT AMENDMENT GUIDING PRINCIPLES:**

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. **The consistency of the proposed amendment with the purposes of this title:**

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2. **The community need for the proposed amendment and any uses or development it would allow:**

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3. **The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

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**APPLICATION MATERIALS**

**LEGAL DESCRIPTION - MUST BE PROVIDED**

Legal Description

of 170 in The Sanctuary - Unit 1, Open Space Village Home Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 18, Township 44 North, Range 12 and part of the Southeast 1/4 of Section 13, Township 44 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 9, 1994 as Document No. 3537870, in Lake County, Illinois  
Commonly Known as: 29721 Environ Circle, Lake Bluff, Illinois  
Area of Land Described: 6,412 Sq. Ft.

**Required\***

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

x15

**Optional**

- x  Landscape Plan
- <  Photographs of subject property and surrounding properties.
- >  Testimony from neighbors is strongly encouraged.

\*15 copies, no larger than 11x17, must be submitted

**SIGNATURES**

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

Owner      Signature: Rich Santos      Date: 6/14/16

Print Name: Rich Santos

Applicant      Signature: Rich Santos      Date: 6/14/16  
(If other than owner)

Print Name: Rich Santos

3690455

**COLE TAYLOR BANK**  
*①573424JK*  
**TRUSTEE'S DEED**

RECORDER  
LAKE COUNTY, ILLINOIS

95 JUN 30 PM 3:35

*Frank J. Ventura*

This Indenture, made this 24th day of May, 19 95, between Cole Taylor Bank, an Illinois Banking Corporation, Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a trust agreement dated the 1st day of November, 19 93, and known as Trust No. 93-2149, party of the first part, and Rich Santos and Vicki Santos, husband and wife parties of the second part.

Address of Grantee(s): 29721 N. Environ Circle, Lake Bluff, Illinois 60044

Witnesseth, that said party of the first part, in consideration of the sum of Ten (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby Convey and Quit Claim unto said parties of the second part, not as Joint Tenants or Tenants in Common, but as Tenants By the Entirety the following described real estate, situated in Lake County, Illinois, to wit:

LOT 170 IN THE SANCTUARY - UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 12 AND PART OF THE EAST 1/2 OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1994 AS DOCUMENT 3537870, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 6, 1994 AS DOCUMENT 3564315, IN LAKE COUNTY, ILLINOIS.

Subject to: Taxes for 1994 and subsequent years, covenants, conditions, restrictions and easements of record.

*1-58  
CC JUL 843  
050095*



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JUN-95  
DEPT. OF REVENUE  
233.50

*233.50*

COUNTY OF LAKE  
Real Estate Transfer Tax  
\$116.75 PAID

CHICAGO TITLE INSURANCE CO.

P.I.N. 12-18-102-008

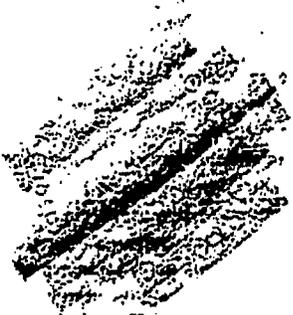
Together with the tenements and appurtenances thereunto belonging.

To Have and to Hold the same unto said parties of the second part, and to proper use, benefit and behoof forever of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

See Reverse

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its \_\_\_\_\_ Vice President and attested by its Trust Officer, the day and year first above written.



**COLE TAYLOR BANK**  
As Trustee, as aforesaid,  
By: \_\_\_\_\_

*Martin S. Edwards*  
\_\_\_\_\_  
Vice President

Attest: \_\_\_\_\_  
Trust Officer

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, Do Hereby Certify, That MARTIN S. EDWARDS Vice President, and MARTIN S. EDWARDS Trust Officer, of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such \_\_\_\_\_ Vice President and Trust Officer respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that said Trust Officer as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31<sup>st</sup> day of May, 1995.

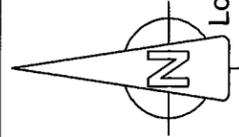


*Maritza Castillo*  
\_\_\_\_\_  
Notary Public

Mail To: *Richard Santos*  
29721 N. ENVIRON CIRCLE  
LAKE BLUFF, IL  
60044

Address of Property:  
29721 N. Environ Circle  
Lake Bluff, Illinois 60044  
This instrument was prepared by:  
Martin S. Edwards  
COLE TAYLOR BANK  
850 West Jackson Boulevard  
Chicago, Illinois 60607

3690455

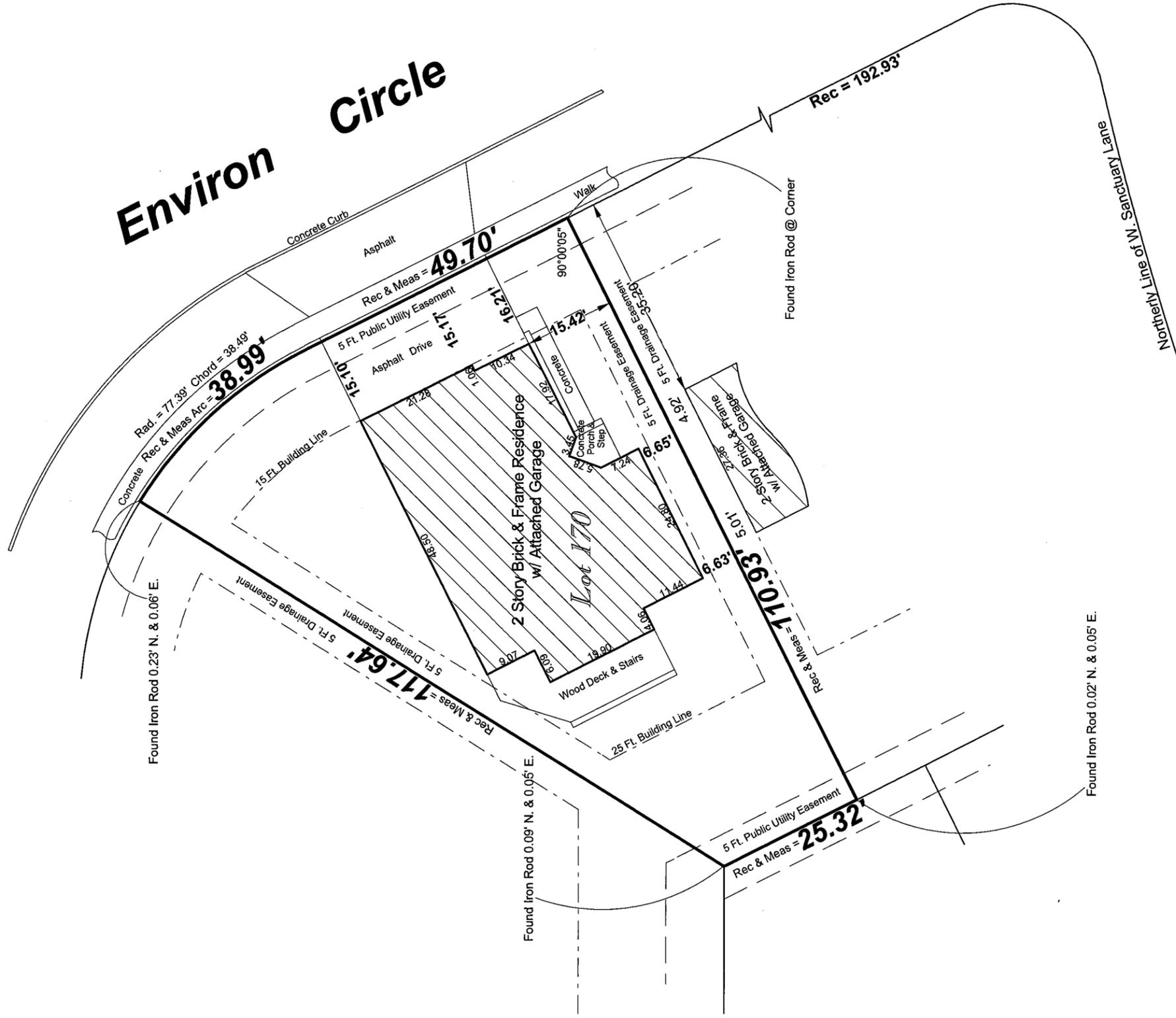


# Plat of Survey

Central Survey, LLC 6415 N. Caldwell Ave., Chicago, Illinois 60646-2713  
Phone (773) 631-5285 www.Centralsurvey.com Fax (773) 775-2071

### Legal Description

Lot 170 in The Sanctuary - Unit 1, Open Space Village Home Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 18, Township 44 North, Range 12 and part of the Southeast 1/4 of Section 13, Township 44 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 9, 1994 as Document No. 3537870, in Lake County, Illinois Commonly Known as: 29721 Environ Circle, Lake Bluff, Illinois  
Area of Land Described: 6,412 Sq. Ft.



- Legend**
- N. = North
  - S. = South
  - E. = East
  - W. = West
  - (TYP) = Typical
  - Rec = Record
  - Meas = Measurement
  - St. = Street
  - Ave. = Avenue

Decimal/Inch Conversions	
0.01" = 1/8"	0.08" = 1"
0.02" = 1/4"	0.17" = 2"
0.03" = 3/8"	0.25" = 3"
0.04" = 1/2"	0.33" = 4"
0.05" = 5/8"	0.42" = 5"
0.06" = 3/4"	0.50" = 6"
0.07" = 7/8"	0.58" = 7"
	0.67" = 8"
	0.75" = 9"
	0.83" = 10"
	0.92" = 11"
	1.00" = 12"

NOTE: Property corners were NOT staked per customer.

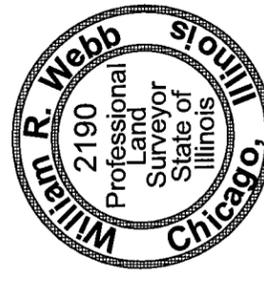
Scale: 1 Inch equals 20 Feet.

Ordered By: Airloom

Order Number: 29721

Assume no dimension from scaling upon this plat. Compare all points before building and report any difference at once. For building restrictions refer to your abstract, deed, contract and local ordinances.

State of Illinois )  
County of Cook ) S.S.



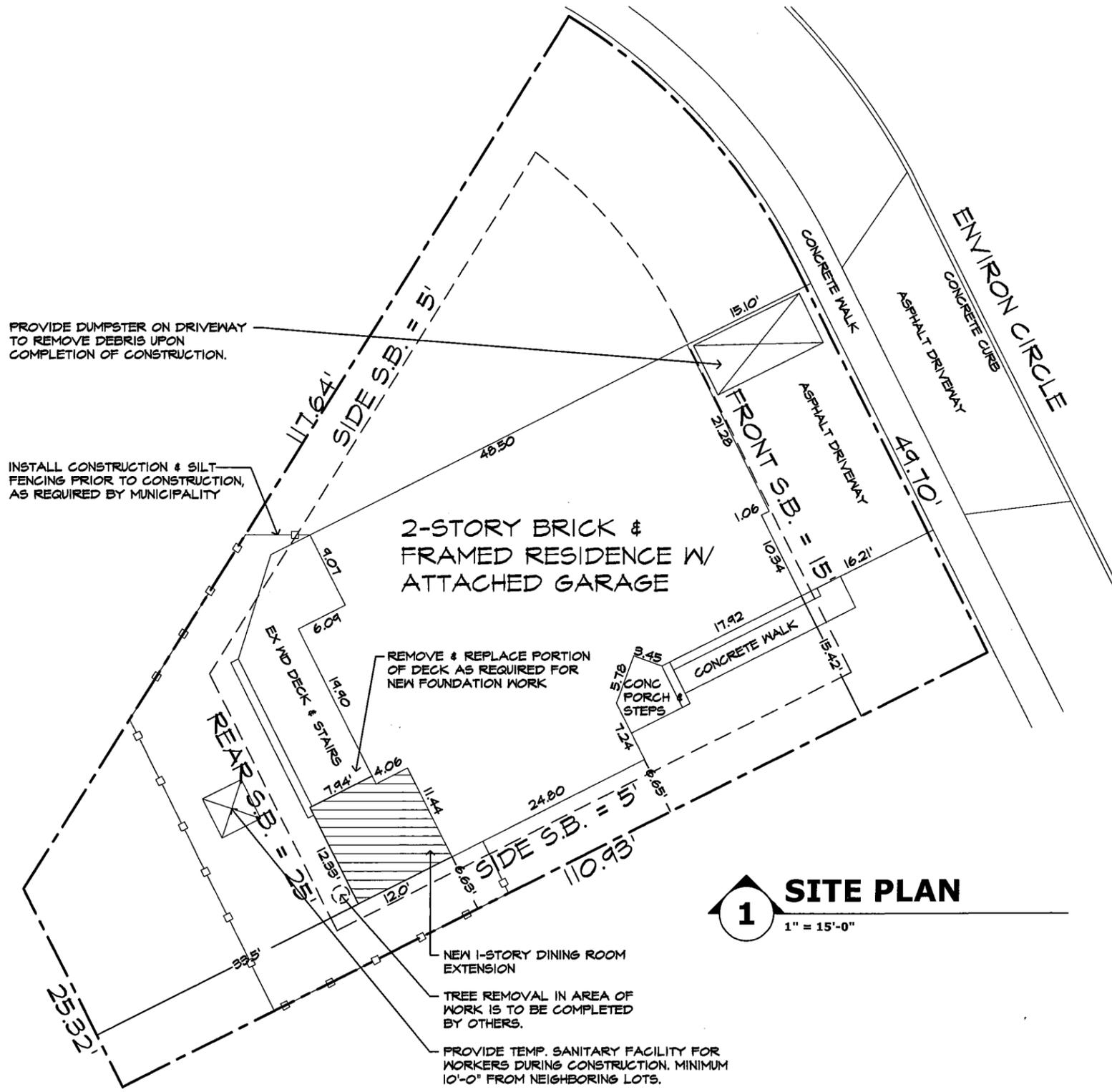
This professional service conforms to current Illinois minimum standards for a boundary survey.

Central Survey LLC does hereby certify that an on the ground survey per record description of the land shown hereon was performed on January 18, 2016 and that the map or plat hereon drawn is a correct representation of said survey. When bearings are shown the bearing base is assumed. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

Dated this 18th day of January 2016

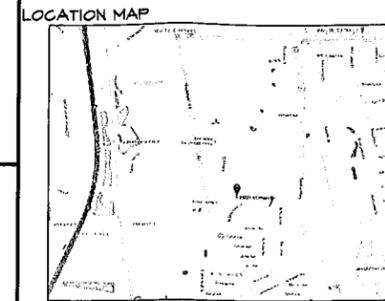
*William R. Webb*

William R. Webb P.L.S. #2190 (exp.11/30/2016) Professional Design Firm Land Surveying LLC (#184-004113)



**1 SITE PLAN**  
 1" = 15'-0"

# A CUSTOM 1-STORY REAR ADDITION FOR THE SANTOS RESIDENCE



**AIRROOM**  
ARCHITECTS & BUILDERS  
SINCE 1958

Airoom Architects Corp.  
6025 N. Lincoln Avenue  
Lincolnwood, Illinois 60712  
Phone: (847) 763-1100 Fax: (847) 619-0446  
Website: www.airoom.com  
Email: info@airoom.com

ISSUES & REVISIONS	
ISSUE DATES	DESCRIPTION
3/22/2016	PRE-DRAW
4/21/2016	PRE-PCC
5/4/2016	PERMIT SUBMITTAL
	- PERMIT REVISION 1
	- PERMIT REVISION 2
5/4/2016	PCC
5/23/2016	READY
	CKFC

THESE DRAWINGS AND THE CONSTRUCTION SPECIFICATION GUIDE ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF AIRROOM ARCHITECTS CORP. PREPARED AND DEVELOPED SOLELY FOR THE EXCLUSIVE USE OF AIRROOM ARCHITECTS CORP. IN CONJUNCTION WITH THE SALES CONTRACT BETWEEN AIRROOM ARCHITECTS CORP. AND BUYERS.

USE OF THESE PLANS AND THE CONCEPTS CONTAINED THEREIN WITHOUT THE PRIOR WRITTEN PERMISSION OF AIRROOM ARCHITECTS CORP. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES FROM AIRROOM ARCHITECTS CORP. AIRROOM ARCHITECTS CORP. IS A SUBCONTRACTOR OF AIRROOM LLC.

UNLESS THESE PLANS ARE APPROVED BY THE BUYERS, CONSTRUCTION CANNOT BE SCHEDULED AND MATERIALS CANNOT BE ORDERED. THESE ARCHITECTURAL PLANS, PREPARED BY AIRROOM ARCHITECTS CORP. ARE HEREBY FINALLY APPROVED AND AGREED UPON BY BOTH THE BUYERS AND AIRROOM ARCHITECTS CORP. BUYERS HEREBY ACKNOWLEDGE AND AGREE THAT ANY ITEM NOT INCLUDED IN THE CONTRACT SPECIFICATIONS OR SHOWN IN THESE PLANS IS NOT INCLUDED IN THE CONTRACT.

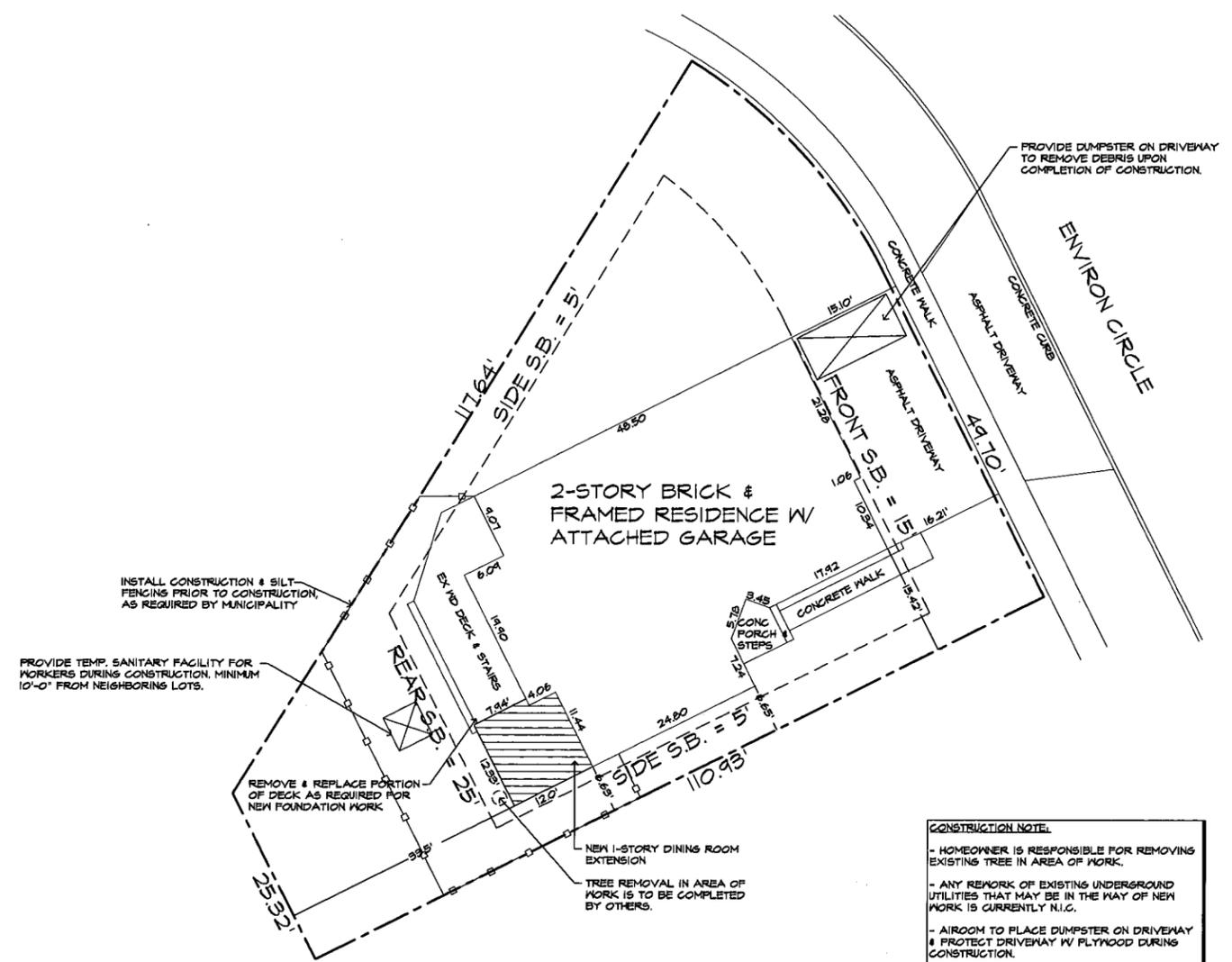
APPROVALS:

PLACE APPROPRIATE STAMP HERE

USE THE BUYERS/OWNER HAVE EXAMINED THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND AIRROOM ARCHITECTS CORP. CONSTRUCTION SPECIFICATION GUIDE.

USE THE BUYERS/OWNER UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND SELECTIONS CONTAINED WITHIN THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND APPROVE THE CORRECTIONS NOTED.

BUYER	DATE
BUYER	DATE
AIRROOM REPRESENTATIVE	DATE



INSTALL CONSTRUCTION & SILT-FENCING PRIOR TO CONSTRUCTION, AS REQUIRED BY MUNICIPALITY

PROVIDE TEMP SANITARY FACILITY FOR WORKERS DURING CONSTRUCTION, MINIMUM 10'-0" FROM NEIGHBORING LOTS.

REMOVE & REPLACE PORTION OF DECK AS REQUIRED FOR NEW FOUNDATION WORK

NEW 1-STORY DINING ROOM EXTENSION

TREE REMOVAL IN AREA OF WORK IS TO BE COMPLETED BY OTHERS.

**CONSTRUCTION NOTE:**

- HOMEOWNER IS RESPONSIBLE FOR REMOVING EXISTING TREE IN AREA OF WORK.
- ANY REMOVAL OF EXISTING UNDERGROUND UTILITIES THAT MAY BE IN THE WAY OF NEW WORK IS CURRENTLY N.I.C.
- AIRROOM TO PLACE DUMPSTER ON DRIVEWAY & PROTECT DRIVEWAY W/ PLYWOOD DURING CONSTRUCTION.

**SCOPE OF WORK:**

- BUILD NEW 1-STORY ADDITION @ REAR.
- RE-WORK EXISTING WOOD DECK AS NECESSARY DUE TO NEW WORK.

**2012 IRC DESIGN LOADS:**

LITE ITEM	LL	DL	TOTAL LOAD
ATTIC W/O STORAGE	10 PSF	10 PSF	20 PSF
ATTIC W/ STORAGE	20 PSF	10 PSF	30 PSF
DECKS	40 PSF	40 PSF	40 PSF
FIRE ESCAPES	40 PSF	10 PSF	50 PSF
GUARDRAILS	200 PSF	200 PSF	200 PSF
HANDRAILS	200 PSF	200 PSF	200 PSF
BALLUSTERS	50 PSF	50 PSF	50 PSF
GARAGE	50 PSF	50 PSF	50 PSF
HABITABLE SPACE	40 PSF	10 PSF	50 PSF
SLEEPING ROOMS	30 PSF	10 PSF	40 PSF
STAIRS	40 PSF	10 PSF	50 PSF

**1 SITE PLAN**  
1" = 10'-0"

**SITE CONSTRUCTION NOTES:**

- AIRROOM TO PROVIDE TEMP. SANITARY FACILITY FOR WORKERS DURING CONSTRUCTION, MINIMUM 10'-0" FROM NEIGHBORING LOTS.
- AIRROOM TO PROVIDE DUMPSTER ON DRIVEWAY TO REMOVE DEBRIS UPON COMPLETION OF CONSTRUCTION.
- AIRROOM TO INSTALL SILT FENCING PRIOR TO CONSTRUCTION, AS REQUIRED BY MUNICIPALITY.
- AIRROOM TO INSTALL CONSTRUCTION FENCING PRIOR TO CONSTRUCTION, AS REQUIRED BY MUNICIPALITY.

**THE RENOVATION, REPAIR & PAINTING PROGRAM RULE:**

- THE PORTIONS OF THIS HOME BEING REMODELED WERE CONSTRUCTED AFTER 1 JANUARY 1978. EPA RRP CONTAINMENT PROCEDURES NEED NOT BE FOLLOWED.
- YEAR HOUSE WAS BUILT: 1984
- SOURCE: WWW.ZILLOW.COM

**ENERGY COMPLIANT STATEMENT:**

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ATTACHED PLANS FOR 29121 N. ENVIRON CIRCLE, LAKE BLUFF, IL, FULLY COMPLY WITH THE REQUIREMENTS OF THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE AS EFFECTIVE JANUARY 1, 2013.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHITECT LICENSE NO. 001-013955

**2012 INTERNATIONAL ENERGY CODE:**

LINE ITEM	REQUIRED	PROPOSED	NOTES
WINDOWS:	32	30	FENESTRATION U FACTOR.
	55	N/A	SKYLIGHT U FACTOR.
	29	29	GLAZED FENESTRATION SHGC.
CEILINGS/ATTIC:	R-44	R-44	CAN BE REDUCED TO R-38 IF INSULATION EXTENDS ALL THE OVER THE TOP PLATES.
WALLS:	R-20 OR R-13 + 5	R-21	WD FRAMED WALLS W/ R-20 OR R-13 INTERIOR W/ R-5 CONTINUOUS EXTERIOR AT PERIMETER ONLY.
FLOORS:	R-30	R-30	
BASEMENT WALLS:	R-15 OR	N/A	R-15 IF CONTINUOUS OR R-13 IF IN WALL CAVITY.
SLAB ON GRADE:	R-10	EXISTING	R-10 INSULATION TO 24" BELOW 1/2" DN WALL.
CRANKSPACE:	R-15 OR R-11	N/A	R-15 IF CONTINUOUS OR R-13 IF IN WALL CAVITY.
SUNROOM:	R-13 WALLS R-24 GLG	N/A	COMMON WALL TO HOUSE MUST COMPLY WITH ALL REQUIREMENTS.
HEATING EQUIPMENT:	NEW/EXISTING	SEER #:	
COOLING EQUIPMENT:	NEW/EXISTING	SEER #:	
HOT WATER HEATER:	NEW/EXISTING	SEER #:	
DUCTWORK:	R-8 OR R-6	N/A	INSULATED TO MIN R-8 IN ATTIC SPACE INSULATED TO MIN R-6 IN OTHER AREAS.

**ZONING AND BUILDING CODE INFORMATION**

ZONING:	REQUIRED:	EXISTING:	PROPOSED:
BUILDING CODE:	R6 - RESIDENTIAL DISTRICT		
Mechanical Code:	2012 INTERNATIONAL RESIDENTIAL CODE		
Building Code:	2012 INTERNATIONAL BUILDING CODE		
MECHANICAL CODE:	2012 INTERNATIONAL MECHANICAL CODE		
PLUMBING CODE:	2004 STATE OF ILLINOIS PLUMBING CODE		
ELECTRICAL CODE:	2011 NATIONAL ELECTRIC CODE		
FIRE CODE:	2012 INTERNATIONAL FIRE CODE		
ENERGY CODE:	2012 INTERNATIONAL ENERGY CODE		

**CERTIFICATION STATEMENT:**

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY FULLY COMPLY WITH THE BUILDING CODES AND ORDINANCES OF LAKE BLUFF, IL.

LICENSE NO. 001-013955

ARCHITECT NAME: SINSUK KANG

EXPIRATION DATE: 11-30-2016



**ABBREVIATIONS**

A.C.A.P.	AS CLOSE AS POSSIBLE ALLOWANCE	HORZ.	HORIZONTAL
A.F.F.	ABOVE FINISHED FLOOR	INSUL.	INSULATION
B.M.	BEAM	LAV.	LAVATORY
B.O.	BOTTOM (OF)	LOC.	LOCATION
B.R.D.S.	BRIDGINGS	MAX.	MAXIMUM
B.O.	BY OTHERS	MIN.	MINIMUM
C.A.B.	CABINET	MTL.	METAL
C.I.	CAST IRON	N.I.C.	NOT IN CONTRACT
C.J.	CEILING JOINT	O.C.	ON CENTER
C.L.S.	CERAMIC TILE	O.P.S.	OPENING
C.L.	CENTER LINE	PLUS OR MINUS	
C.T.	CERAMIC TILE	REG.	REQUIRED
C.O.	CLEAN OUT	R.R.	ROUGH OPENING
C.M.	COLD WATER	R.O.	ROUGH OPENING
C.O.L.	COLONIAL	STD.	STANDARD
C.O.N.C.	CONCRETE	S.F.	SQUARE FEET
C.M.U.	CONCRETE MASONRY UNIT	S.P.	SUMP PIT/PUMP
C.F.M.	CUBIC FEET PER MINUTE	THR.	THRESHOLD
DIM.	DIMENSION	T/	TOP OF
D.N.	DOWN	TYP.	TYPICAL
D.S.	DOWN SPOUT	UNO.	UNLESS NOTED OTHERWISE
D.W.S.	DRAIN WASTE VENT	V.C.T.	VINYL COMP. TILE
ELEC.	ELECTRICAL	VERT.	VERTICAL
ELEV.	ELEVATION	V.I.F.	VERIFY IN FIELD
E.Q.	EQUAL	V.T.R.	VENT THRU ROOF
E.P.	ELECTOR PIT/PUMP	W.S.G.T.	WAINSCOT
EX.	EXISTING	W.H.	WATER HEATER
F/ FIN.	FACE OF FINISH	W/	WITH
FIXT.	FIXTURE	W/O	WITHOUT
F.L.J.	FLOOR JOIST	W.D.	WOOD
FDN.	FOUNDATION	W.S.	WATER SERVICE
F.P.	FROST PROOF		
G.A.L.V.	GALVANIZED		
G.Y.P.	GYPSON BOARD		
H.B.	HARDWOOD		
H.O.V.D.	HOME OWNER		
H.V.	HEATING, VENTILATING AND AIR CONDITIONING		

**SYMBOL LEGEND**

(1)	DEMO/NEW TAG	(1)	DETAIL TAG
(R)	SECTION TAG	(1)	SECTION TAG
(W)	WINDOW TAG	(1)	INTERIOR ELEV TAG
(D)	DOOR TAG	(1)	ALIGN (FLR/WALL)
(A)	REVISION TAG	(1)	REFERENCE POINT

**SHEET LEGEND**

SHEET #	CAD LAYOUT	DESCRIPTION
1	G1.0	PROJECT INFORMATION, SITE PLAN, DESIGN LOADS, ZONING & BUILDING INFO
2	A0.1	GENERAL NOTES & FINISH SCHEDULES
3	A1.0	DEMO BASEMENT & 1ST FLOOR PLANS
4	A1.1	NEW FIRST FLOOR & EX 2ND FLOOR PLANS
5	A1.2	DEMO & NEW ROOF PLANS
6	A2.0	EAST & NORTH ELEVATIONS
7	A2.1	DEMO & NEW SOUTH ELEVATIONS
8	A3.0	BUILDING SECTIONS
9	A3.0	WEATHER-A-ZATION
10	S1.0	FOUNDATION & STRUCTURAL FRAMING PLANS
11	M1.0	MEP FLOOR PLANS

**PROJECT INFORMATION:**

**SANTOS RICH & VICKI**  
29121 N. ENVIRON CIRCLE  
LAKE BLUFF, IL 60044

HOME: (847) 604-8205  
RICH CELL: (847) 922-2785

richsantos@tangoallc.com  
vicki.santos@stellias.com

**PROJECT MANAGER:** GREG MOON

**PROJECT ARCHITECT:** SAM KANG

**PROJECT DEVELOPMENT MANAGER:** WALT BRUCKNER

**PROJECT NO.:** 150124

**PROJECT TEAM**

ROLE	TEAM MEMBER
MEASURE TEAM (E.C.D.)	KYM EVERSZ
CDD	HARON SAADEH
K1B DESIGNER	N/A
PCC (K1B)	N/A
ESTIMATING	TOMMY RIFKIN & JAMES ARNOTT
SUPERINTENDENT	CRAIG ROHVEDDER

**SHEET # FILE INFO:** G1.0 of 11

REF REFERENCE: C86401 - L66202

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**AIRROOM**  
ARCHITECTS & BUILDERS  
SINCE 1958  
Airroom Architects Corp.  
6825 N. Lincoln Avenue  
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Phone: (847) 763-1100 Fax: (847) 674-0446  
Website: www.airroom.com  
Email: info@airroom.com

**ROOM FINISH SCHEDULE**

CONTRACTOR NOTE: AIRROOM IS NOT RESPONSIBLE FOR FINISHED PAINTING OR DECORATING UNLESS SPECIFIED IN THESE PLANS.

ROOM NAME	FLOOR AREA	FLOOR FINISHES	REGISTER TYPE	REGISTER FINISH	BASEBOARD	SHOE	CROWN	MAINS/COT/CHAIR RAIL
EXISTING KITCHEN	155 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER		✓		
EXISTING FAMILY RM	305 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER		✓		
EXISTING PWD RM	95 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER		✓		
EXISTING HALLWAY	105 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER		✓		
EXISTING LIVING RM	45 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER		✓		
NEW DINING RM	235 SQ FT	3" x 3/4" RANDOM LENGTH #4B RED OAK STRIP FLOORING, SAND & STAIN W/ 2 COATS POLYURETHANE OR EQUAL FINISH. (COLOR T.B.D. IN FIELD, NO REPLACEMENT OF EX SUBFLOOR)	REMOVE & REPLACE TO BE DONE BY HOMEOWNER	BY HOMEOWNER	✓	✓		

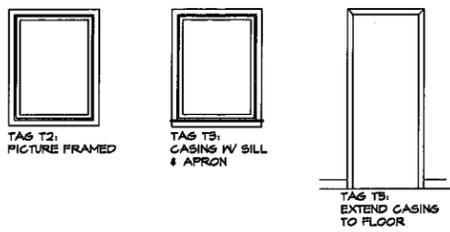
**WINDOW SCHEDULE**

TAG	LOCATION	MFR	SERIES	OPERATION TYPE	MODEL NO.	ROUGH OPENING	TEMP.	GLASS TYPE	EGRESS	U-FACTOR	JAMB DEPTH	JAMB EXTENSION	WINDOW TRIM APPLICATION	MATERIAL	FINISH	EXTERIOR MATERIAL	EXTERIOR FINISH	SCREEN TYPE	SCREEN COLOR	SIZE	GRILLE TYPE	GRILLE PATTERN	GRILLE STYLE	GRILLE FINISH	MFR	HARDWARE STYLE	HARDWARE FINISH	NOTES
W1	NEW DINING RM	WEATHERSHIELD	ASPIRE	DOUBLE HUNG 2-WIDE		67" x 70"	YES	ZO-E SHIELD 5	NO	.31	6 1/2"	YES	REFER TO TAGS FROM SHT AO.1 (T3)	PINE	WHITE	VINYL	PREFINISHED WHITE	ALUMINUM NON-SLARE	SILVER	3/4"	GRILLE BETWEEN GLASS	3 WIDE 3 HIGH	FLAT	WHITE	WEATHERSHIELD	STANDARD	WHITE	
W2	NEW DINING RM	WEATHERSHIELD	ASPIRE	PICTURE 2-WIDE		67" x 39"	NO	ZO-E SHIELD 5	NO	.31	6 1/2"	YES	REFER TO TAGS FROM SHT AO.1 (T2)	PINE	WHITE	VINYL	PREFINISHED WHITE	N/A		3/4"	GRILLE BETWEEN GLASS	3 WIDE 3 HIGH	FLAT	WHITE	WEATHERSHIELD	STANDARD	WHITE	

**EXTERIOR DOOR SCHEDULE**

TAG	LOCATION	MFR	DOOR TYPE	MODEL #	ROUGH OPENING	GLASS TYPE	FIRE LABEL	U-FACTOR	JAMB DEPTH	DOOR TRIM APPLICATION	MATERIAL	EXTERIOR MATERIAL	EXTERIOR FINISH	SCREEN TYPE	SCREEN COLOR	SIZE	GRILLE TYPE	GRILLE PATTERN	GRILLE STYLE	GRILLE FINISH	MFR	HARDWARE STYLE	HARDWARE FINISH	HINGES	SILL MATERIAL	NOTES	
ED1	NEW DINING RM	WEATHER SHIELD ASPIRE	SLIDING PATIO DOOR	PATIO 21	12' x 83 1/2"	ZO-E SHIELD 5	N/A	.27	6 1/2"	REFER TO TAGS ON SHEET AO.1 (T5)	PINE	FACTORY PRE-FINISHED WHITE	VINYL CLAD PRE-FINISHED WHITE	ALUMINUM NON-SLARE	SILVER	3/4"	BETWEEN GLASS GRILLES	3 WIDE 3 HIGH	FLAT	WHITE	WEATHER SHIELD	STANDARD HANDLE	WHITE	N/A	N/A	ALUMINUM SILL	

**TRIM & MOLDING PROFILES: NEW TRIM IS TO MATCH EXISTING AS CLOSE AS POSSIBLE FROM AVAILABLE NON-CUSTOM LOCALLY STOCKED MATERIALS.**

<p><b>BASE AND SHOE PROFILE</b></p>  <p>BASE: 623M MDF 1/2" x 3 1/4" SHOE: 1601PRI 1/2" x 3/4"</p>	<p><b>WINDOW CASING PROFILE</b></p>  <p>CODE# 356FJ FJP PRIMED POPLAR 1/6" x 2 1/4"</p>	<p><b>DOOR CASING PROFILE</b></p>  <p>CODE# 356FJ FJP PRIMED POPLAR 1/6" x 2 1/4"</p>	<p><b>TRIM APPLICATION</b></p>  <p>TAG T2: PICTURE FRAMED TAG T3: CASING W/ SILL &amp; APRON TAG T4: EXTEND CASING TO FLOOR</p> <p>USE THESE ELEVATION TAGS ONLY AS REFERENCE FOR TRIM APPLICATION. REFER TO SCHEDULE FOR ADDITIONAL INFO.</p>
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**SMOKE DETECTOR/ CO NOTE:**

OWNER UNDERSTANDS THAT AIRROOM CANNOT ASSESS THE REQ. WORK TO ADD CODE COMPLIANT HARD WIRED SMOKE DETECTORS & CARBON MONOXIDE DETECTORS TO EXISTING ROOMS IN THE HOUSE @ THIS TIME. IF WORK IS REG. BY YOUR LOCAL BUILDING DEPT., THE COST SHALL BE ASSESSED BY THE ELECTRICIAN WHEN ON SITE. ADDITIONAL COSTS FOR ASSOCIATED WORK WILL BE AGREED UPON IN WRITING & PAID IN FULL PRIOR TO COMMENCEMENT OF SAID WORK.

**CLOSET INTERIOR NOTE:**

OWNER UNDERSTANDS THAT CLOSET INTERIOR IS TO BE DONE BY OTHERS UNLESS NOTED OTHERWISE ON THESE PLANS.

**GENERAL NOTES**

THE PLANS, SPECIFICATIONS AND OTHER DOCUMENTS ATTACHED HERETO (COLLECTIVELY THE "A/C DOCUMENTS") WERE PREPARED BY AIRROOM ARCHITECTS CORP. ("A/C") AND ARE PROPRIETARY INSTRUMENTS OF A/C FOR THE EXCLUSIVE USE OF A/C. THE A/C DOCUMENTS ARE HEREBY LICENSED TO AIRROOM, LLC ("AIRROOM") FOR USE BY AIRROOM IN CONJUNCTION WITH: (A) THAT CERTAIN SALES CONTRACT ENTERED INTO BY AND BETWEEN AIRROOM AND SANTOS ("BUYER") DATED 10-28-2015 (THE "SALES CONTRACT"), AND (B) THE CONSTRUCTION SPECIFICATION GUIDE DATED 3-1-2016 (THE "CONSTRUCTION SPECIFICATION GUIDE") PREPARED BY AIRROOM IN CONNECTION WITH THE SALES CONTRACT. A/C IS THE AUTHOR OF THE A/C DOCUMENTS AND RETAINS ALL OWNERSHIP AND ALL COMMON LAW, STATUTORY AND OTHER PROPRIETARY RIGHTS, INCLUDING ALL COPYRIGHTS, IN AND TO THE A/C DOCUMENTS, INCLUDING ALL TEXT, DRAWINGS, CONCEPTS AND IDEAS, FORMING A PART OF THE A/C DOCUMENTS AND THE SELECTIONS & ARRANGEMENT THEREOF.

A/C HEREBY GRANTS AIRROOM THE SOLE AND EXCLUSIVE RIGHT AND LICENSE TO USE THE A/C DOCUMENTS. ANY UNAUTHORIZED USE OF THE A/C DOCUMENTS OR ANY UNAUTHORIZED USE OF THE TEXT, DRAWINGS, CONCEPTS OR IDEAS CONTAINED THEREIN, BY BUYER OR ANY OTHER THIRD PARTY, WITHOUT THE EXPRESS WRITTEN PERMISSION OF A/C OR AIRROOM IS PROHIBITED AND MAY SUBJECT BUYER OR SUCH THIRD PARTY TO A CLAIM FOR DAMAGES FROM BOTH A/C AND AIRROOM. IF BUYER TERMINATES THE SALES CONTRACT FOR ANY REASON, AIRROOM'S RIGHT AND LICENSE TO USE THE A/C DOCUMENTS SHALL TERMINATE.

A/C MAKES NO GUARANTEE OF PERFORMANCE OR DESIGN AND A/C MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND TO BUYER. ALL SERVICES PROVIDED BY A/C WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE PROFESSIONAL SKILL AND CARE ORDINARILY EXERCISED BY ARCHITECTS PRACTICING IN THE SAME OR SIMILAR LOCALITY UNDER THE SAME OR SIMILAR CIRCUMSTANCES. A/C HAS INCORPORATED INTO THE A/C DOCUMENTS THE DESIGN REQUIREMENTS OF GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE CONSTRUCTION WORK TO BE PERFORMED. ALL DIMENSIONS SHOWN ON THE A/C DOCUMENTS ARE APPROXIMATE AND WILL BE REASONABLY ACCURATE WITHIN NORMAL CONSTRUCTION TOLERANCES. BUYER UNDERSTANDS THAT A/C SHALL NOT BE PERFORMING ANY OF THE CONSTRUCTION WORK AND DOES NOT CONTROL THE MEANS, METHODS OR SEQUENCE OF CONSTRUCTION. FURTHER, AIRROOM DOES NOT WARRANT OR GUARANTEE ANY OF THE SERVICES BEING PROVIDED BY A/C AND AIRROOM'S WARRANTY SPECIFICALLY EXCLUDES DESIGN SERVICES OF ANY KIND.

UNTIL BUYER APPROVES THE A/C DOCUMENTS, AND THE NECESSARY PERMITS ARE RECEIVED BY AIRROOM, CONSTRUCTION CANNOT BE SCHEDULED. THE ESTIMATED CONSTRUCTION TIME IS 12-16 WEEKS FROM START OF CONSTRUCTION TO SUBSTANTIAL COMPLETION. AIRROOM WILL PROVIDE AN ESTIMATED COMPLETION DATE AT THE START OF CONSTRUCTION. AIRROOM SHALL PROCEED WITH ALL DUE DILIGENCE TO COMPLETE THE CONSTRUCTION BY THE ESTIMATED COMPLETION DATE PROVIDED, HOWEVER, AIRROOM SHALL NOT BE RESPONSIBLE OR LIABLE, AND THE OBLIGATIONS OF BUYER UNDER THE SALES CONTRACT SHALL NOT BE DELAYED OR PREVENTED, IF CONSTRUCTION SHALL BE DELAYED OR PREVENTED DUE TO WEATHER CONDITIONS, CHANGE ORDERS OR CHANGES IN THE SCOPE OF WORK, BUYER'S DELAY OR FAILURE TO MAKE OR FINALIZE COLOR OR MATERIAL SELECTIONS WITHIN THE TIME PRESCRIBED BY THE SALES CONTRACT, DELAYS CAUSED BY MATERIAL AVAILABILITY OR WORKLOAD CONDITIONS, AN "ACT OF GOD" DELAYS CAUSED BY MATERIAL BEING SUPPLIED BY BUYER OR WORK BEING PERFORMED BY CONTRACTORS NOT HIRED BY AIRROOM, OR ANY OTHER REASONS BEYOND AIRROOM'S EXCLUSIVE CONTROL, OR AS OTHERWISE SET FORTH IN THE SALES CONTRACT. AIRROOM IS RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS.

ONCE APPROVED, THE A/C DOCUMENTS AND THE CONSTRUCTION SPECIFICATION GUIDE ARE THE FINAL AGREEMENT OF AIRROOM AND BUYER AS TO THE CONSTRUCTION WORK TO BE PERFORMED, AND ANY ITEMS NOT PROVIDED FOR IN THE A/C DOCUMENTS OR THE CONSTRUCTION SPECIFICATION GUIDE ARE NOT PART OF THE CONSTRUCTION WORK TO BE PERFORMED UNDER THE SALES CONTRACT.

AIRROOM IS NOT RESPONSIBLE FOR PAINTING, STAINING, DECORATING, WINDOW TREATMENTS, LANDSCAPING, APPLIANCES OR LIGHT FIXTURES UNLESS OTHERWISE SPECIFIED IN THE A/C DOCUMENTS, CONSTRUCTION SPECIFICATION GUIDE OR THE SALES CONTRACT. ESSENTIAL TO THE TERMS OF THE SALES CONTRACT, AIRROOM IS NOT RESPONSIBLE FOR EXISTING CONDITIONS OR UNFORSEEN WORK.

AIRROOM MAY MAKE MINOR VARIATIONS OR SUBSTITUTE MATERIALS OR BRAND NAMES OF EQUAL OR BETTER QUALITY, UTILITY OR COLOR, WITHOUT THE CONSENT OF BUYER. AIRROOM RESERVES THE RIGHT TO MAKE ANY CHANGES IN CONSTRUCTION AS MAY, IN AIRROOM'S JUDGMENT, BE REQUIRED BY MATERIAL SHORTAGES, OTHER EMERGENCY SITUATIONS OR OTHER CAUSES BEYOND AIRROOM'S EXCLUSIVE CONTROL.

**CONSTRUCTION NOTES:**

**SITE:**

- CONSTRUCTION ACCESS IS TO BE VIA DRIVEWAY OR ALLEY. AIRROOM WILL COORDINATE SUCH USE WITH BUYER.
- BUYER IS RESPONSIBLE FOR ALL LANDSCAPING, RECONSTRUCTION LANDSCAPING, RELOCATION OF SHRUBBERY, BUSHES, PLANTS, AND TREES. AIRROOM IS NOT RESPONSIBLE FOR DAMAGE TO LAWN, LANDSCAPING, OR DRIVEWAY DUE TO CONSTRUCTION EQUIPMENT.
- AIRROOM IS NOT RESPONSIBLE FOR ANY POSSIBLE REQUIRED REPLACEMENT OR REWORK OF EXISTING SPRINKLER SYSTEMS. ALL REQUIRED WORK MUST BE SCHEDULED BY BUYER WITH A SPRINKLER SYSTEM CONTRACTOR AND SHOULD TAKE PLACE BEFORE OR AFTER AIRROOM HAS STARTED AND COMPLETED CONSTRUCTION.
- BUYER IS RESPONSIBLE FOR THE RELOCATION OF TELEPHONE LINES, TELEPHONE BOXES, CABLE LINES, SATELLITE DISH AND ANTENNA LINES.
- AIRROOM WILL PROVIDE ONE (1) PORTABLE BATHROOM FACILITY AND FREE PICKUP/DELIVERY DURING CONSTRUCTION AND UNTIL SUBSTANTIAL COMPLETION.
- AIRROOM SHALL BE RESPONSIBLE FOR THE REMOVAL OF CONSTRUCTION DEBRIS, AT SUCH TIMES OR TIMES AS REASONABLY DETERMINED BY AIRROOM. IF BUYER WOULD LIKE SUCH DEBRIS REMOVED AT TIMES OTHER THAN THAT SCHEDULED BY AIRROOM, OR ON A MORE FREQUENT SCHEDULE THAN AIRROOM HAS DETERMINED, ADDITIONAL DEBRIS PICKUP MAY BE REQUESTED BY BUYER AT A COST OF \$400.00 EACH (FOR WASTE UP TO 15 YARDS).
- AIRROOM WILL USE REASONABLE EFFORTS TO CALCULATE ALL BUILDING MATERIAL QUANTITIES ACCURATELY. AIRROOM SUPERINTENDENTS WILL HAVE COPIES OF BILLS OF MATERIAL THAT INDICATE THE QUANTITIES AND USE OF EACH ITEM. BUYER IS ASKED TO HELP PREVENT PILFERAGE, WHICH WOULD SERIOUSLY DELAY JOB COMPLETION BY RESORTING TO REASONABLE SECURITY PRECAUTIONS. ALL SURPLUS MATERIALS REMAIN THE PROPERTY OF AIRROOM.
- BUYER WILL TAKE NECESSARY PRECAUTIONS TO REMOVE OR RELOCATE ITEMS OF VALUE, OR ITEMS WHICH BUYER DESIRES TO BE REUSED OR SAVED, OR ITEMS IN ANY DANGER OF BEING DAMAGED DUE TO THE CONSTRUCTION PROCESS (E.G. PICTURES, GLASSWARE, FLOOR COVERINGS, ARTWORK, FURNITURE, ETC.). AIRROOM SHALL NOT BE LIABLE FOR ANY DAMAGES AS A RESULT OF BUYER'S FAILURE OR DELAY IN TAKING PRECAUTIONS TO REMOVE OR RELOCATE SUCH ITEMS.
- BUYER SHALL PROVIDE TEMPORARY PARKING PASSES FOR CONSTRUCTION PERSONNEL AND SUPERINTENDENTS AS REQUIRED BY LOCAL MUNICIPAL RESTRICTIONS.

**DEMOLITION & BREAKTHROUGH:**

-AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OF THE EXISTING CEILING OR WALLS (E.G. IN THE CASE OF A ROOF TEAR-OFF), OR THE POSSIBILITY OF CRACKING OR PEELING PAINT ON EXISTING CEILING AND WALLS DUE TO CONSTRUCTION AND/OR SETTLEMENT. AIRROOM ALSO IS NOT RESPONSIBLE FOR UNKNOWN ELECTRICAL REWORKS OR UNKNOWN PLUMBING PIPES AND MECHANICALS NOT EXPOSED UNTIL ACTUAL CONSTRUCTION STARTS IN EXISTING CEILING AND WALLS UNLESS SPECIFICALLY INDICATED ON THE A/C DOCUMENTS.

**FOUNDATION:**

-THE CONCRETE FOUNDATION AND SLAB, IF ANY, HAVE BEEN DESIGNED IN ACCORDANCE WITH THE A/C DOCUMENTS AND CONSTRUCTION SPECIFICATION GUIDE AND NO PROVISIONS HAVE BEEN MADE FOR ADDITIONAL DIGGING OR CONCRETE WORK, OTHER THAN AS SHOWN ON THE A/C DOCUMENTS. AS SET FORTH IN THE SALES CONTRACT, IF SOIL CONDITIONS REQUIRE SOIL TESTING OR ADDITIONAL FOUNDATION WORK, BUYER WILL BE CHARGED THE COST FOR ADDITIONAL LABOR AND MATERIALS REQUIRED. FURTHERMORE, SHOULD ANY UNDERGROUND LINES (SUCH AS ELECTRIC, GAS, PHONE, CABLE, WATER, SEWER, AND LAWN SPRINKLER SYSTEM, ETC.) BE FOUND TO INTERFERE WITH THE CONCRETE WORK OR OTHER CONSTRUCTION, BUYER SHALL BE RESPONSIBLE FOR THE COST OF THE REQUIRED REROUTING OR CONVERSION, IF NECESSARY.

**FRAMING:**

-MINIMUM GRADE STRUCTURAL LUMBER CALCULATED SHALL BE DOMESTIC HEM-FIR #2, FB=850, E=1300000, Fv=75.

-AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OF EXISTING ROOFING OR SHEATHING (E.G. IN THE CASE OF A ROOF RE-AGEEMENT). IF NEW SHEATHING IS REQUIRED, BUYER WILL BE CHARGED ADDITIONAL LABOR AND MATERIAL COSTS, UNLESS THAT WORK IS SPECIFIED ON THE A/C DOCUMENTS.

-ALL WOOD CEILING, INCLUDING OPEN BEAM AND POST CEILING WILL HAVE KNOTS, CHECKS, MINOR SPLITS AND CRACKS, COLOR VARIATION AND SHRINKAGE. THESE ARE NATURAL CONDITIONS FOR WOOD AND ARE WITHIN THE ACCEPTABLE STANDARDS FOR THE INDUSTRY. THESE IMPERFECTIONS ARE COSMETIC AND DO NOT REDUCE THE STRUCTURAL STRENGTH REQUIRED OF THE LUMBER OR THE CHARACTER OF THE WOOD, AND THEREFORE ARE NOT TO BE CONSIDERED DAMAGED OR DEFECTIVE BY BUYER. THIS IS AN ACCEPTABLE CONSTRUCTION VARIANCE.

**WINDOW/DOOR NOTE:**

-NEW WINDOWS MAY NOT MATCH EXISTING WINDOWS. NEW WINDOW HEIGHTS MAY NOT ALIGN WITH NEW DOOR HEIGHTS. NEW WINDOW HEIGHTS ARE TO ALIGN WITH EXISTING WINDOW HEIGHTS AS CLOSE AS POSSIBLE. AIRROOM IS NOT RESPONSIBLE FOR DOOR HANGAGE IF DOOR IS NOT PRIMED OR FINISHED ON TWO FACES AND FOUR EDGES WITHIN 48 HOURS OF ACTUAL INSTALLATION.

-BUYER PLEASE NOTE: INTERIOR AND EXTERIOR WINDOW AND DOOR COLOR AND GREEN PROFILE AND APPEARANCE WILL DIFFER IF DIFFERENT MANUFACTURERS ARE USED, AS WELL AS DIFFERENT PRODUCT LINES FROM THE SAME MANUFACTURER.

**EXTERIOR NOTE:**

-AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OF THE EXISTING ROOF SHEATHING DUE TO DRY ROT, MISSING SHEATHING OR OTHER CONDITIONS. IF NEW SHEATHING IS REQUIRED, AND IF IT IS NOT PART OF THE A/C DOCUMENTS OR CONSTRUCTION SPECIFICATION GUIDE, THE COST FOR THE ADDITIONAL WORK SHALL BE AGREED UPON IN WRITING BEFORE ANY RELATED WORK IS STARTED. AIRROOM IS NOT RESPONSIBLE FOR POSSIBLE ADDITIONAL COSTS DUE TO UNFORSEEN OR HIDDEN ADDITIONAL LAYERS OF ROOFING, SHINGLES AND SIDING/SHEATHING ON THE EXISTING STRUCTURE, THAT MAY REQUIRE ADDITIONAL FURRING OR SHEATHING ON NEW ADDITIONS. IF ADDITIONAL WORK IS REQUIRED, AND IF IT IS NOT PART OF THE A/C DOCUMENTS OR THE CONSTRUCTION SPECIFICATION GUIDE, THE COST FOR THE ADDITIONAL WORK SHALL BE AGREED UPON IN WRITING BEFORE ANY RELATED WORK IS STARTED.

NEW SHINGLES ARE TO BE FROM AVAILABLE NON-CUSTOM, LOCALLY STOCKED MATERIALS. BUYER UNDERSTANDS THAT THE NEW SHINGLES MAY NOT BE AN EXACT MATCH TO THE EXISTING SHINGLES SINCE THE EXISTING COLOR AND STYLE MAY NO LONGER BE AVAILABLE FROM MANUFACTURER. AIRROOM WILL MAKE A DETERMINATION IN THE FIELD, AND BUYER WILL APPROVE THE FINAL CHOICE OF SHINGLES IN WRITING BEFORE INSTALLATION, AND BUYER'S APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED.

**INTERIOR NOTE:**

-AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OF THE EXISTING CEILING AND WALLS, AND THE POSSIBILITY OF CRACKING OR PEELING PAINT ON EXISTING CEILING AND WALLS DUE TO CONSTRUCTION AND SETTLEMENT. NEW CEILING HEIGHTS MAY NOT MATCH EXISTING CEILING HEIGHTS EXACTLY DUE TO CONSTRUCTION MATERIALS AND TECHNIQUES. THIS IS AN ACCEPTABLE CONSTRUCTION VARIANCE.

**EXISTING APPLIANCE NOTE:**

-AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OR OPERATION OF EXISTING APPLIANCES THAT ARE REQUIRED TO BE RELOCATED AS PART OF THE CONSTRUCTION WORK. NO WARRANTY OR GUARANTEE IS MADE OR EXTENDED ON THE RELOCATION OR REINSTALLATION OF ANY EXISTING APPLIANCE.

**GENERAL WARRANTY NOTE:**

AS SET FORTH IN THE SALES CONTRACT, THE EXPRESS WRITTEN WARRANTIES SET FORTH IN AIRROOM'S SEPARATE WRITTEN WARRANTY ARE THE ONLY WARRANTIES MADE BY AIRROOM, OR ANY OTHER PARTY, IN CONNECTION WITH THE WORK TO BE PERFORMED BY AIRROOM UNDER THE SALES CONTRACT AND PURSUANT TO THE A/C DOCUMENTS AND THE CONSTRUCTION SPECIFICATION GUIDE. NEITHER AIRROOM, NOR ANY THIRD PARTY, MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY WHICH IS NOT SET OUT IN AIRROOM'S SEPARATE WRITTEN WARRANTY. ANY AND ALL IMPLIED WARRANTIES AS TO THE QUALITY OR CONDITION OF THE WORK TO BE PERFORMED BY AIRROOM ARE HEREBY DISCLAIMED AND WAIVED, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE. IF BUYER SUPPLIES ANY MATERIALS, BUYER WILL BE RESPONSIBLE FOR THE DELIVERY OF THOSE MATERIALS TO THE SITE FOR A ONE-TIME, COMPLETE INSTALLATION. ANY ADDITIONAL COSTS INCURRED BY AIRROOM DUE TO INCORRECT OR MISSING ITEMS WILL BE CHARGED TO BUYER, INCLUDING TRIP CHARGES AND ADDITIONAL TIME DUE TO FAULTY OR INCORRECT PARTS.

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4/21/2016	PRE-PCC
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**APPROVALS:**



STATE OF ILLINOIS  
SIN SUNG KANG  
001-813955  
LICENSED ARCHITECT

PLACE APPROPRIATE STAMP HERE.

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USE THE BUYER'S UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND SELECTIONS CONTAINED WITHIN THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND APPROVE THE CONNECTIONS NOTED:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

AIRROOM REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

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PROJECT DEVELOPER/SELLER: **WALT BRUCKNER**

**150124**

SHEET TITLE: **GENERAL PROJECT NOTES**

SHEET # FILE INFO: **A0.1**  
OF 11

AFD REFERENCE: C86401 - L66202  
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APPROVALS:

STATE OF ILLINOIS

SINSUK KANG  
061-013955

LICENSED ARCHITECT

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BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: EX ASPHALT DRIVEWAY DATE: \_\_\_\_\_

AIRROOM REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

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PROJECT ARCHITECT: **SAM KANG**  
PROJECT DEVELOPMENT MANAGER: **WALT BRUCKNER**

PROJECT NO. \_\_\_\_\_

**150124**

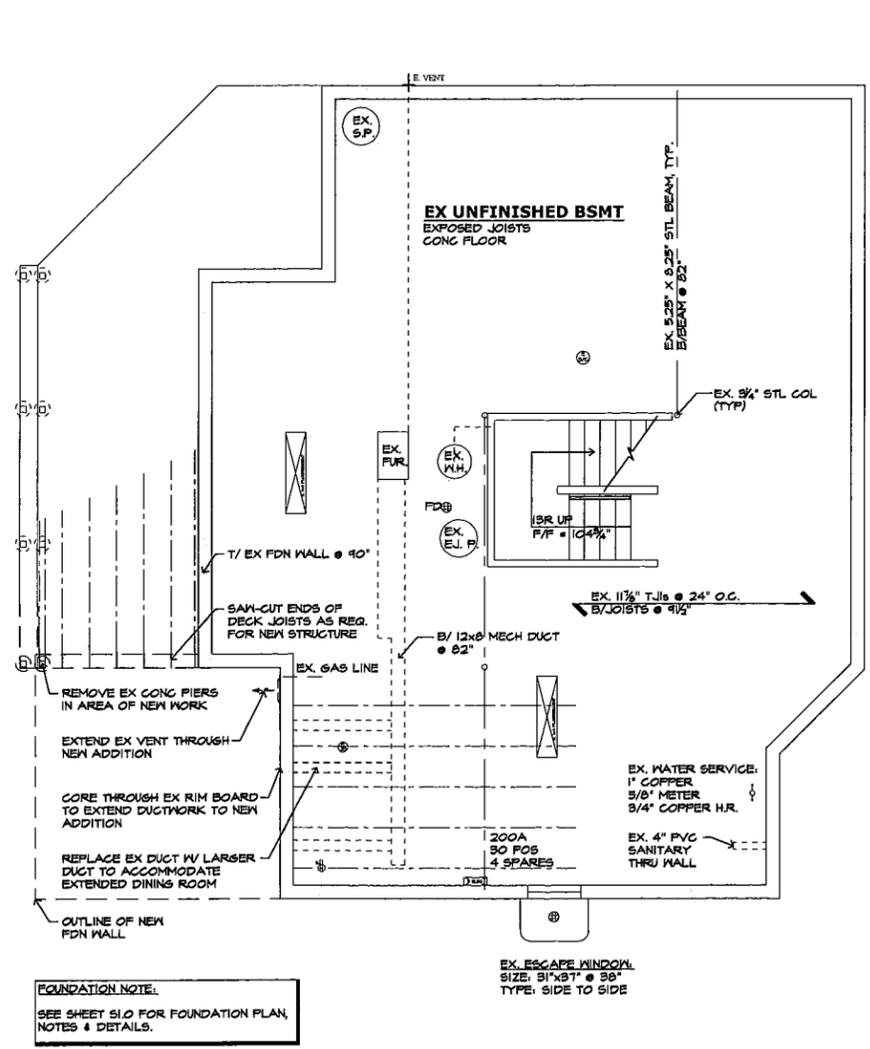
SHEET TITLE:  
**DEMO BASEMENT & FIRST FLOOR PLANS**

SHEET & FILE INFO:  
**A1.0**  
OF 11

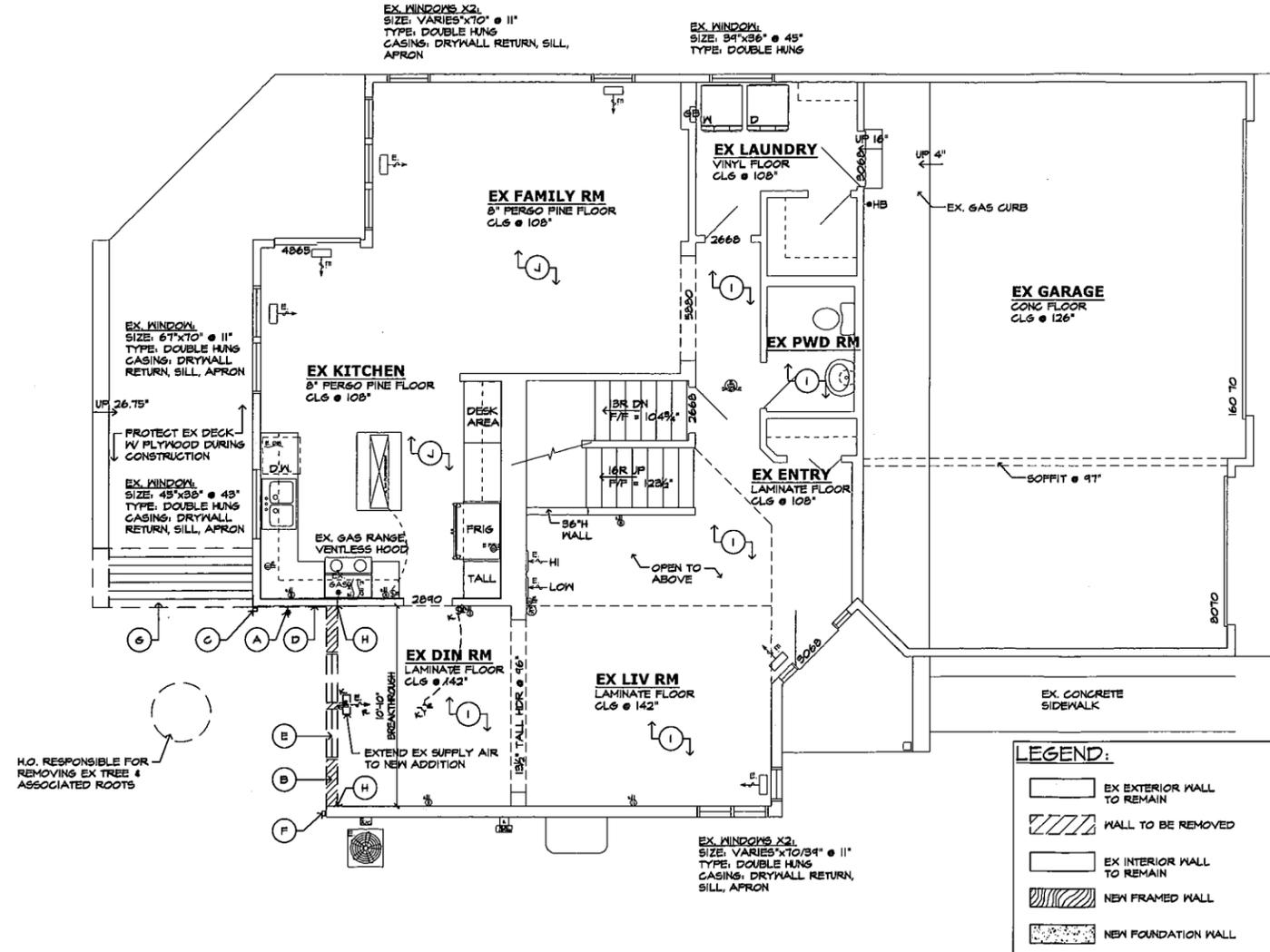
APP REFERENCE: C066901 - L66202  
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- DEMO NOTES**
- (A) EXTEND EX HOSE-BIBB THROUGH NEW ADDITION
  - (B) DEMO EX EXTERIOR WALL, SHORE EX FRAMING ABV DURING CONSTRUCTION
  - (C) REMOVE & REMORK EX DOWNSPOUT FROM ROOF ABV.
  - (D) REMOVE EX SIDING IN AREA OF NEW ADDITION. EX SHEATHING TO REMAIN.
  - (E) REMOVE & HAUL AWAY EX 6" x 10" DBL HANG # 6" x 8" FIXED UNITS.
  - (F) REMOVE EX DOWNSPOUT IN AREA OF NEW ADDITION.
  - (G) REMOVE DECK BOARDS AS REQUIRED FOR NEW ADDITION. SAVE FOR REINSTALL IF POSSIBLE.
  - (H) REMOVE EX DRYMALL ON CLG & MALL AS REQUIRED TO INSTALL NEW BEAM & COLUMNS.
  - (I) REMOVE EX LAMINATE FLOOR IN DINING ROOM, LIVING ROOM, PWD RM & ENTRY.
  - (J) REMOVE EX PERGO PINE FLOOR IN FAMILY ROOM & KITCHEN.

- LEGEND:**
- [Solid Line] EX EXTERIOR WALL TO REMAIN
  - [Hatched] WALL TO BE REMOVED
  - [Dashed Line] EX INTERIOR WALL TO REMAIN
  - [Dotted Line] NEW FRAMED WALL
  - [Stippled] NEW FOUNDATION WALL
  - [Double Line] EX WINDOW TO REMAIN
  - [Triple Line] WINDOW TO BE REMOVED
  - [Single Line] NEW WINDOW
  - [Arrow] EX DOOR TO REMAIN
  - [Arrow] DOOR TO BE REMOVED
  - [Arrow] NEW DOOR



**A EX/DEMO BASEMENT PLAN**  
1/4"=1'-0"



**B EX/DEMO FIRST FLOOR PLAN**  
1/4"=1'-0"

**FOUNDATION NOTE:**  
SEE SHEET S1.0 FOR FOUNDATION PLAN, NOTES & DETAILS.

H.O. RESPONSIBLE FOR REMOVING EX TREE & ASSOCIATED ROOTS

D  
C  
B  
A

1 2 3 4 5 6

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BUYER	DATE
BUYER	DATE
AIRROOM REPRESENTATIVE	DATE

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PROJECT DEVELOPMENT MANAGER: **WALT BRUCKNER**

PROJECT NO.: **150124**

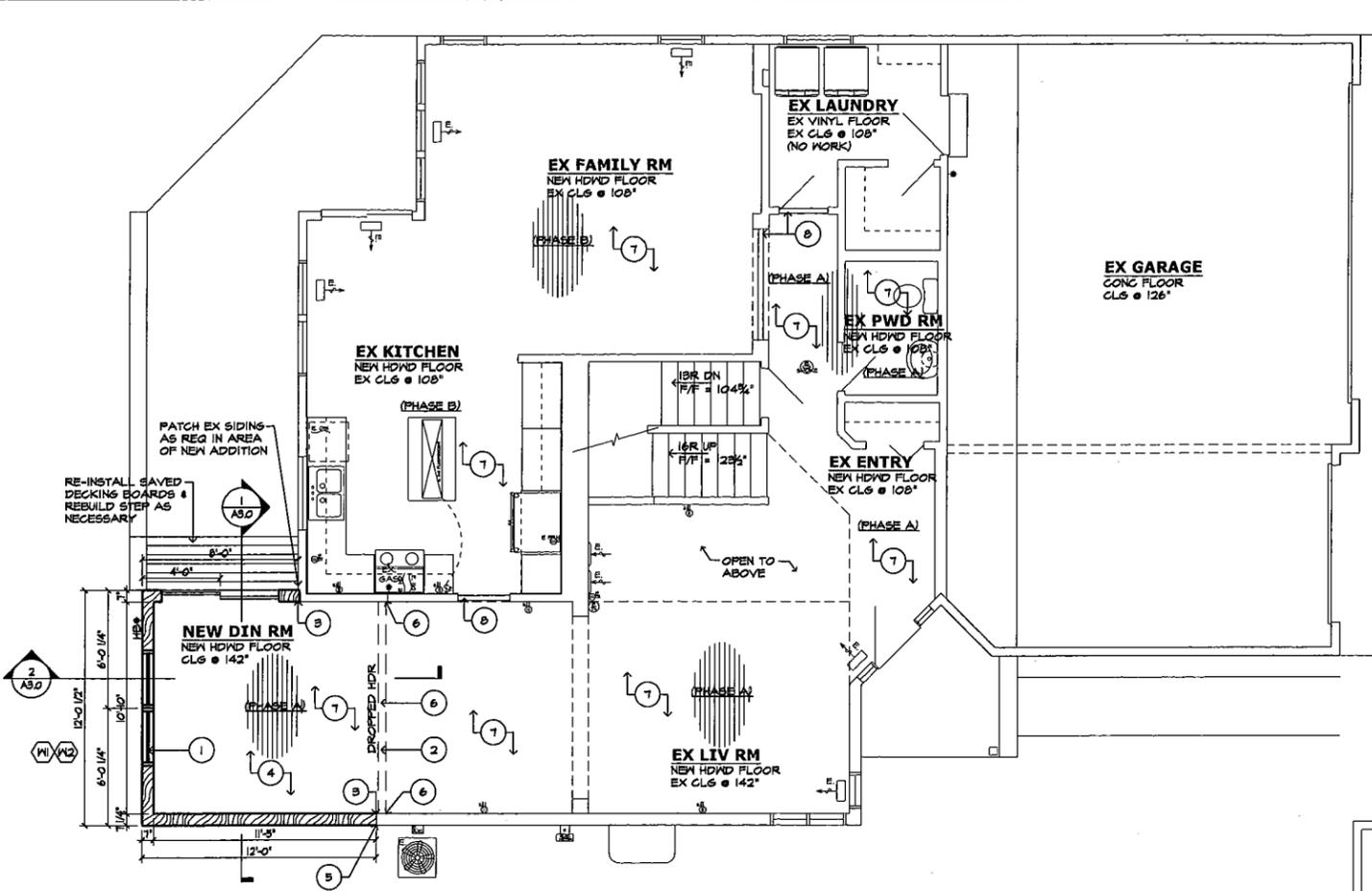
SHEET TITLE: **NEW FIRST FLOOR & EX SECOND FLOOR PLANS**

SHEET # FILE INFO: **A1.1** OF **11**

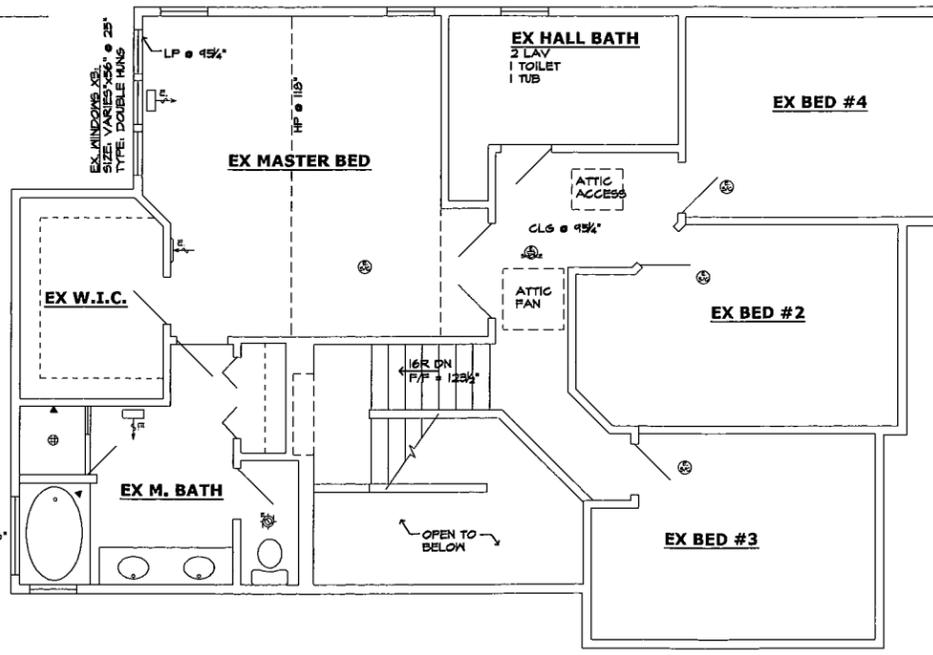
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- NEW EXTENDED DIN RM**
- INSTALL NEW WINDOW UNITS IN NEW WEST WALL • EXTENDED DINING ROOM.
  - INSTALL NEW DROPPED DRYWALL WRAPPED BEAM, (FLUSH BEAM IF POSSIBLE, NOTIFY ARCHITECT OF RECORD EXISTING CONDITIONS IN FIELD)
  - ALIGN NEW DRYWALL FINISH ON INTERIOR W/ EXISTING WALL FINISH. FURR-OUT WALL AS NECESSARY.
  - NEW 3/4" PLYWOOD SUBFLOOR TO ALIGN W/ EX SUBFLOOR.
  - INSTALL NEW J-BEAD WHERE NEW SIDING MEETS EX SIDING. INSTALL ALUM. DOWNSPOUT IN FRONT OF J-BEAD.
  - PATCH EX DRYWALL FINISH • WALL & CLS AFTER INSTALLING NEW BEAM & COLUMNS.
  - INSTALL NEW HDWD FLOOR (IN PHASES) AS NOTED ON FLOOR PLAN.
  - INSTALL NEW WOOD TURN BOARD • DOOR OPENING.

**GLAZING NOTE:**  
PER IRC R308.1, EACH PANE OF GLAZING INSTALLED IN A HAZARDOUS LOCATION SHALL BE PROVIDED W/ A MANUFACTURER LABEL DESIGNATING THE TYPE & THICKNESS OF THE GLASS, & THE SAFETY GLAZING STANDARD FOR WHICH IT COMPLIES, WHICH IS VISIBLE IN THE FINAL INSTALLATION.



**A NEW FIRST FLOOR PLAN**  
1/4"=1'-0"



**B EX SECOND FLOOR PLAN (NO WORK)**  
1/4"=1'-0"

**GENERAL NOTES**

**FIRESTOPPING NOTE:**

- PROVIDE FIRESTOPPING IN NEW CONSTRUCTION WHEN USING ENGINEERED FLOOR JOISTS.
- PROVIDE FIRESTOPPING IN NEW CONSTRUCTION WHEN ADDITION IS OVER 1000 SQ FT.
- IF ADDITIONAL OR NEW FIRESTOPPING IS REQUIRED IN EXISTING FRAMING DUE TO INSPECTION/PER CODE, WORK IS N.I.C. & PRICED IN FIELD AS NEEDED.

**FRAMING NOTE:**

- MINIMUM GRADE STRUCTURAL LUMBER CALCULATED SHALL BE: DOMESTIC HEM-FIR #2, FB#250, E#1,300,000, FV#75.
- A/C MAY MAKE MINOR VARIATIONS OR SUBSTITUTE MATERIALS OF EQUAL OR BETTER QUALITY W/O CONSENT OF BUYER.

**GENERAL NOTES**

**PROTECTION (IF REQUIRED):**

- PROVIDE WALL PROTECTION WITH: 2x4 WALL WSILL SEALER @ TOP & BTM
- 1/2" PLYWOOD @ EXTERIOR SIDE OF WALL
- (2) HASP HINGES & LATCH (FOR DOOR)
- BATT INSULATION @ BREAKTHROUGHS
- PROVIDE FLOOR PROTECTION AS REG.

**EPA PROTECTION (IF REQUIRED):**

- INCLUDE DISPOSAL OF MATERIALS & CLEAN-UP PER EPA LEAD SAFETY RULES.
- PROTECT EX SURFACES & CONTAIN DEMO AREAS W/ TEMPORARY COVERINGS PER EPA LEAD SAFETY RULES.

**FRAMING:**

- PROVIDE SHORING @ BREAKTHROUGHS DURING CONSTRUCTION
- ALL HEADERS TO BE (2) 2x12 WITH 1/2" PLYWOOD SPACERS. (U.N.O.)
- ALL WINDOW HEAD HEIGHTS TO BE SET AT 6'-10 1/2" ABOVE SUB-FLOOR (U.N.O.)
- 3/8" DRYWALL ON WALLS & CEILINGS. (U.N.O.)

**LEGEND:**

	EX EXTERIOR WALL TO REMAIN
	WALL TO BE REMOVED
	EX INTERIOR WALL TO REMAIN
	NEW FRAMED WALL
	EX WINDOW TO REMAIN
	WINDOW TO BE REMOVED
	NEW WINDOW
	EX DOOR TO REMAIN
	DOOR TO BE REMOVED
	NEW DOOR

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

AIRROOM REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

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PROJECT ARCHITECT: **SAM KANG**

PROJECT DEVELOPMENT MANAGER: **WALT BRUCKNER**

PROJECT NO.:

**150124**

SHEET TITLE:

**DEMO/NEW SECOND FLOOR PLANS**

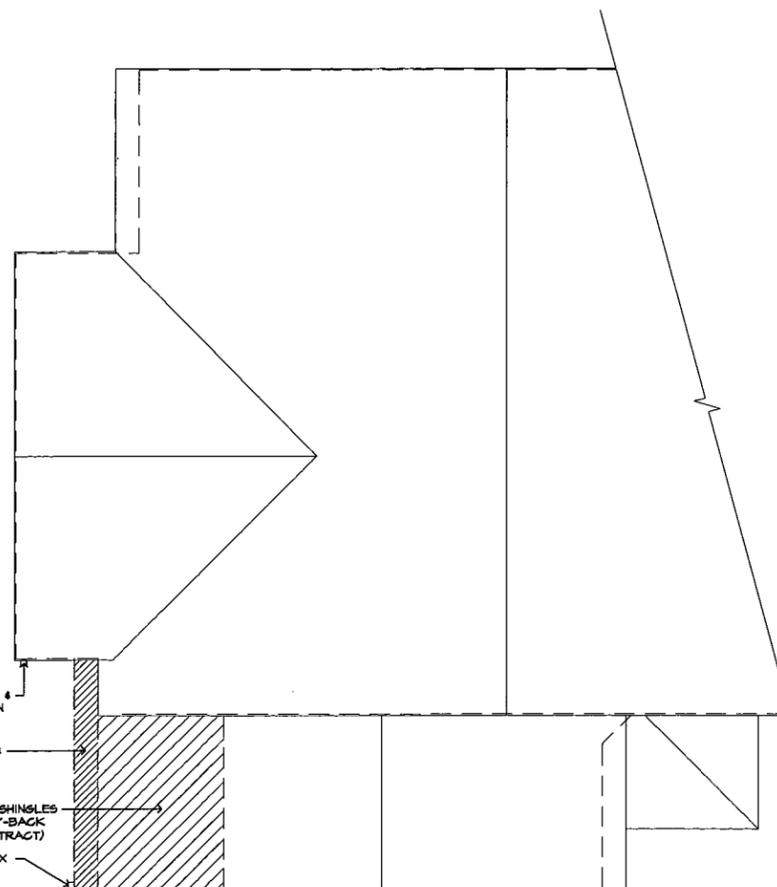
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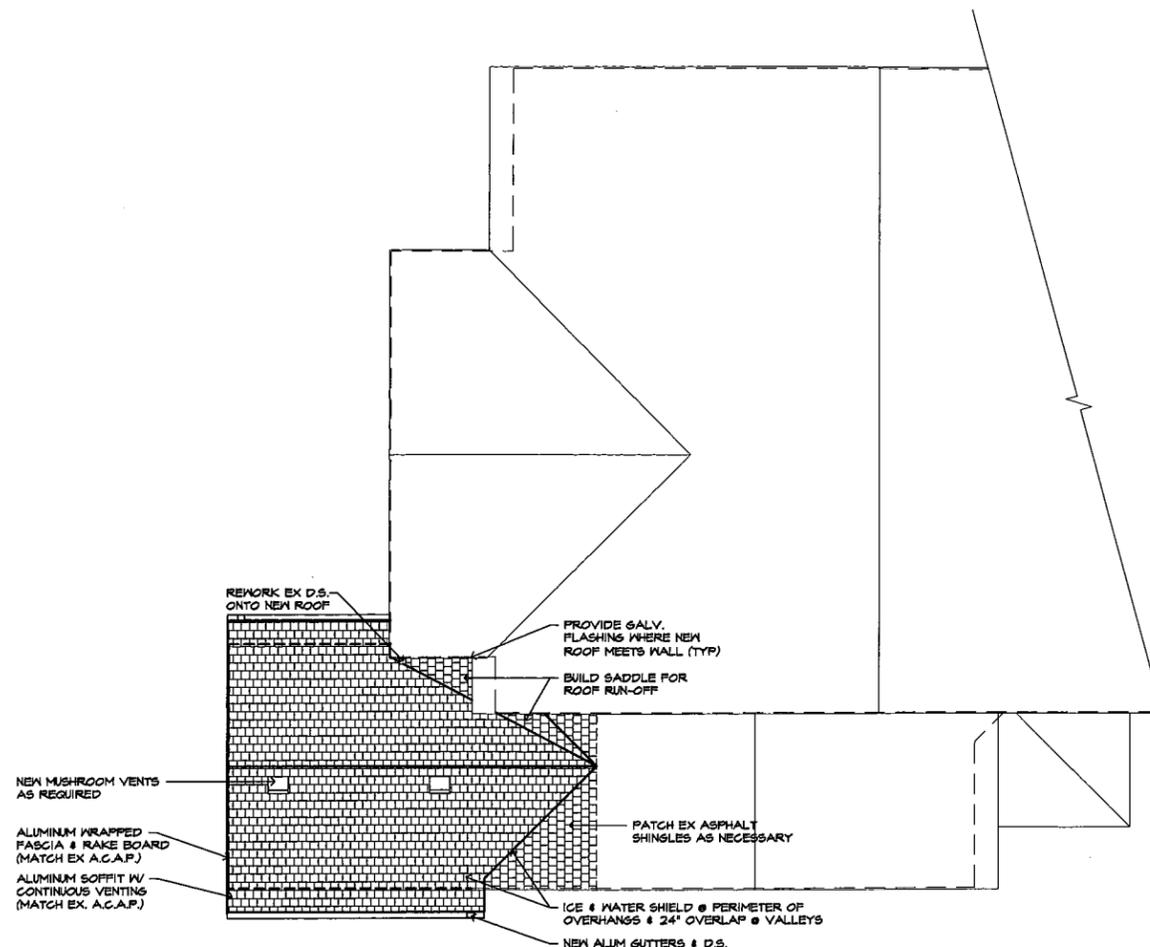
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**A EX/DEMO ROOF PLAN**  
 1/4"=1'-0"



**B NEW ROOF PLAN**  
 1/4"=1'-0"

**ROOF VENT CALCULATIONS**  
 MUSHROOM VENTS: .35 SQ FT (50 SQ IN) PER VENT.  
 RIDGE VENT: .0625 SQ FT (9 SQ IN) PER LINEAR FOOT.  
 -- TOTAL ATTIC AREA: 145 SQ FT.  
 FORMULA:  
 145 x .65 = 93.25  
 93.25 x 144 = 13428 SQ IN  
 (VENT REQUIRED @ ATTIC)

**LEGEND:**  
 [Solid Line] EX WALL TO REMAIN  
 [Hatched] ROOF FINISH TO BE REMOVED  
 [Cross-hatched] ROOF STRUCTURE TO BE REMOVED  
 [Grid Pattern] NEW ROOF

- REWORK EX ALUM D.S. & TIE INTO NEW ADDITION
- DEMO EX OVERHANGS & ALUM GUTTER IN AREA OF NEW ADDITION
- REMOVE EX ASPHALT SHINGLES IN AREA OF ROOF LAY-BACK (ONLY 1 LAYER IN CONTRACT)
- DEMO & HAUL AWAY EX DOWNSPOUT

- REWORK EX D.S. ONTO NEW ROOF
- PROVIDE GALV. FLASHING WHERE NEW ROOF MEETS WALL (TYP)
- BUILD SADDLE FOR ROOF RUN-OFF
- NEW MUSHROOM VENTS AS REQUIRED
- ALUMINUM WRAPPED FASCIA & RAKE BOARD (MATCH EX A.C.A.P.)
- ALUMINUM SOFFIT W/ CONTINUOUS VENTING (MATCH EX. A.C.A.P.)
- PATCH EX ASPHALT SHINGLES AS NECESSARY
- ICE & WATER SHIELD @ PERIMETER OF OVERHANGS & 24" OVERLAP @ VALLEYS
- NEW ALUM GUTTERS & D.S. ONTO OPEN SPLASH @ GRADE

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- DEMO ELEVATION**
- (A) REMARK EX ALUM D.S. & TIE-IN AT NEW ADDITION
  - (B) DEMO EX OVERHANG & ALUM GUTTER IN AREA OF NEW ADDITION
  - (C) REMOVE EX SHINGLES IN AREA OF ROOF LAY-BACK (ONLY 1 LAYER IN CONTRACT)
  - (D) DEMO & HAUL AWAY EX DOWNSPOUT
  - (E) DEMO EX EXTERIOR WALL, SHORE EX FRAMING ABV DURING CONSTRUCTION
  - (F) REMOVE EX SIDING IN AREA OF NEW ADDITION, EX SHEATHING TO REMAIN.
  - (G) REMOVE & HAUL AWAY EX 6" x 10" DBL HUNS & 6" x 8" x 94" FIXED UNITS.
  - (H) REMOVE DECK BOARDS AS REQUIRED FOR NEW ADDITION, SAVE FOR REINSTALL IF POSSIBLE.
  - (I) EXTEND EX VENT THROUGH NEW ADDITION.

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- NEW ELEVATION**
- (1) PATCH EX ASPHALT ROOF SINGLES IN AREA OF NEW ROOF LAY-OVER.
  - (2) NEW ALUM WRAPPED FASCIA & SOFFIT. MATCH EX PROFILE A.C.A.P.
  - (3) NEW VINYL SIDING W/ 4" EXPOSURE TO MATCH EX SIDING.
  - (4) NEW 3/4" VINYL CORNER TRIM (COLOR TO MATCH NEW SIDING)
  - (5) INSTALL NEW WINDOWS @ NEW WEST WALL, CENTER WINDOWS ON NEW ELEVATION, (J-BEAD TRIM @ WINDOWS)
  - (6) EXTEND EX VENT & HOSE-BIBB THROUGH NEW ADDITION.
  - (7) NEW SLIDING PATIO DOOR W/ J-BEAD TRIM @ NEW DOOR.
  - (8) INSTALL NEW ALUM DOWNSPOUT TO OPEN SPLASH @ GRADE.
  - (9) INSTALL ASPHALT SHINGLES ON NEW ROOF.
  - (10) PROVIDE GALVANIZED FLASHING WHERE NEW ROOF MEETS EX WALL.
  - (11) REPLACE EX BOARD W/ NEW 3/4" JAMES HARDIE TRIM PIECE (PAINTED BY OTHERS)

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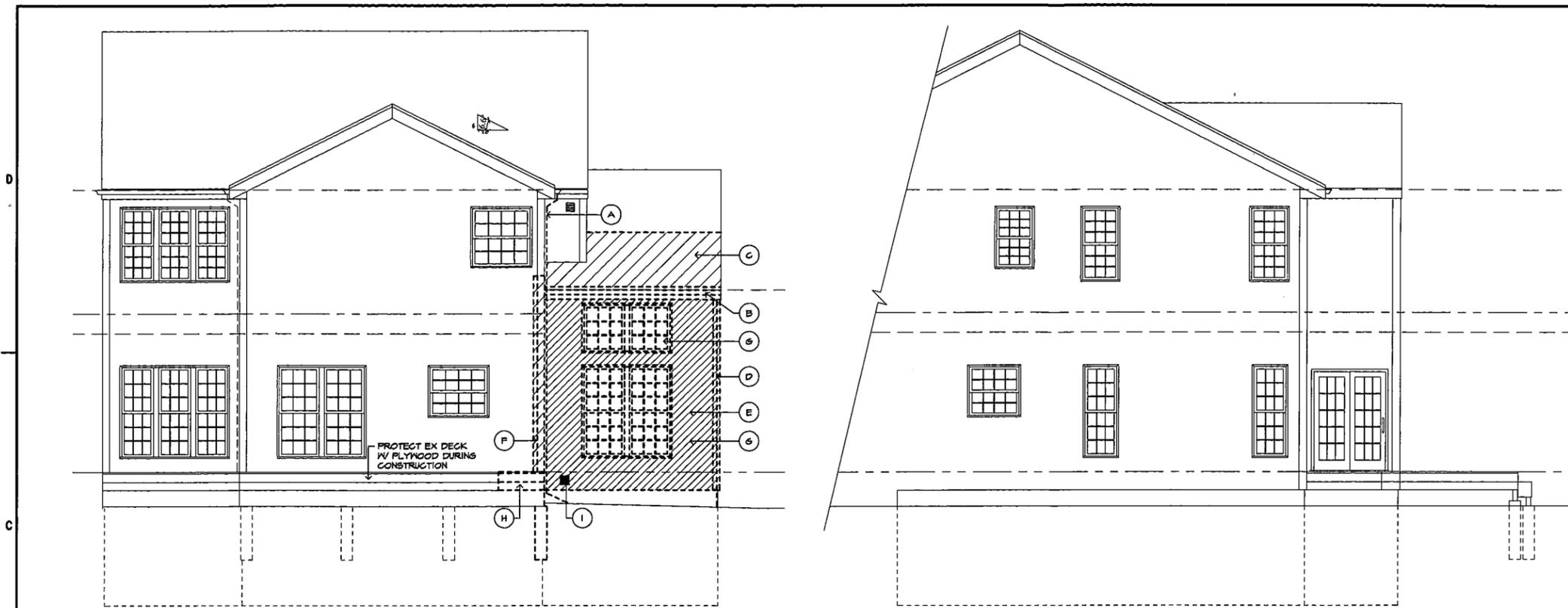
- LEGEND:**
- FINISH TO BE REMOVED
  - STRUCTURE TO BE REMOVED
  - NEW SIDING
  - NEW BRICK
  - NEW ASPHALT ROOF
  - NEW ARCHITECTURAL ROOF
  - NEW CEDAR ROOF

PROJECT NO. **150124**

SHEET TITLE: **EAST & NORTH ELEVATIONS**

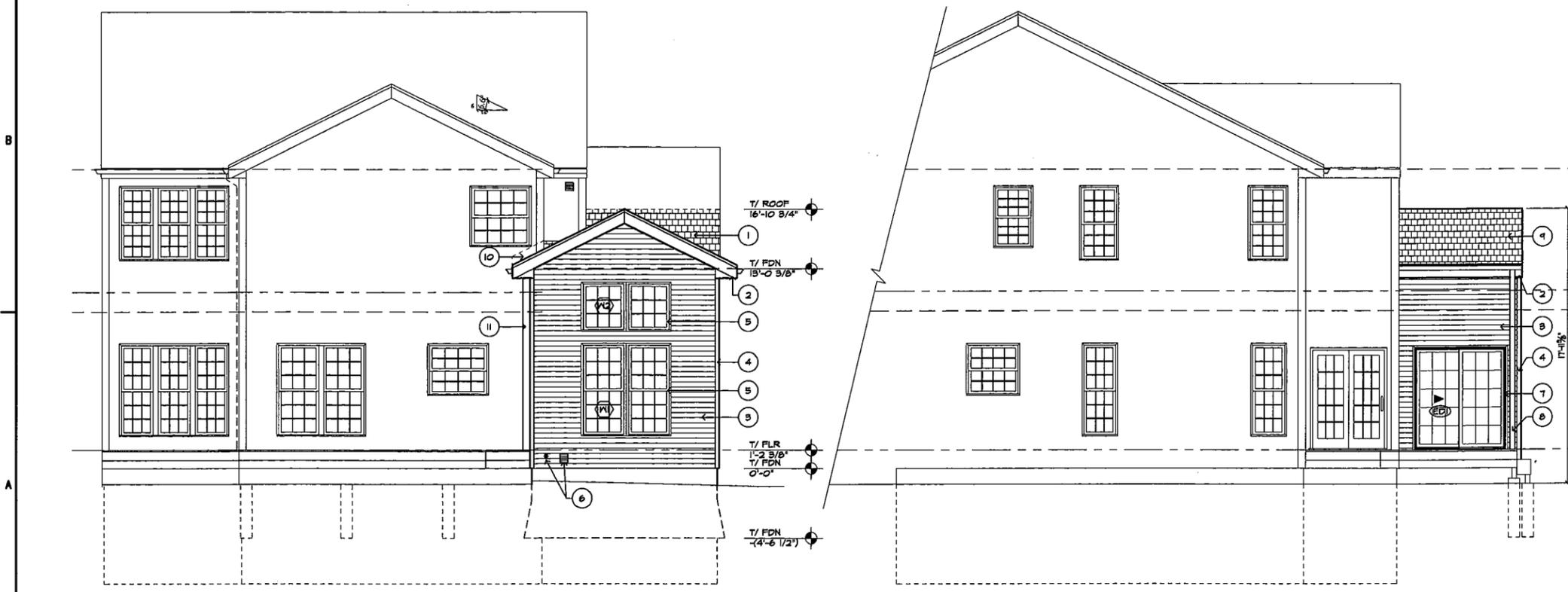
SHEET & FILE INFO: **A2.0**

ATD REFERENCE: C86907 - L66202  
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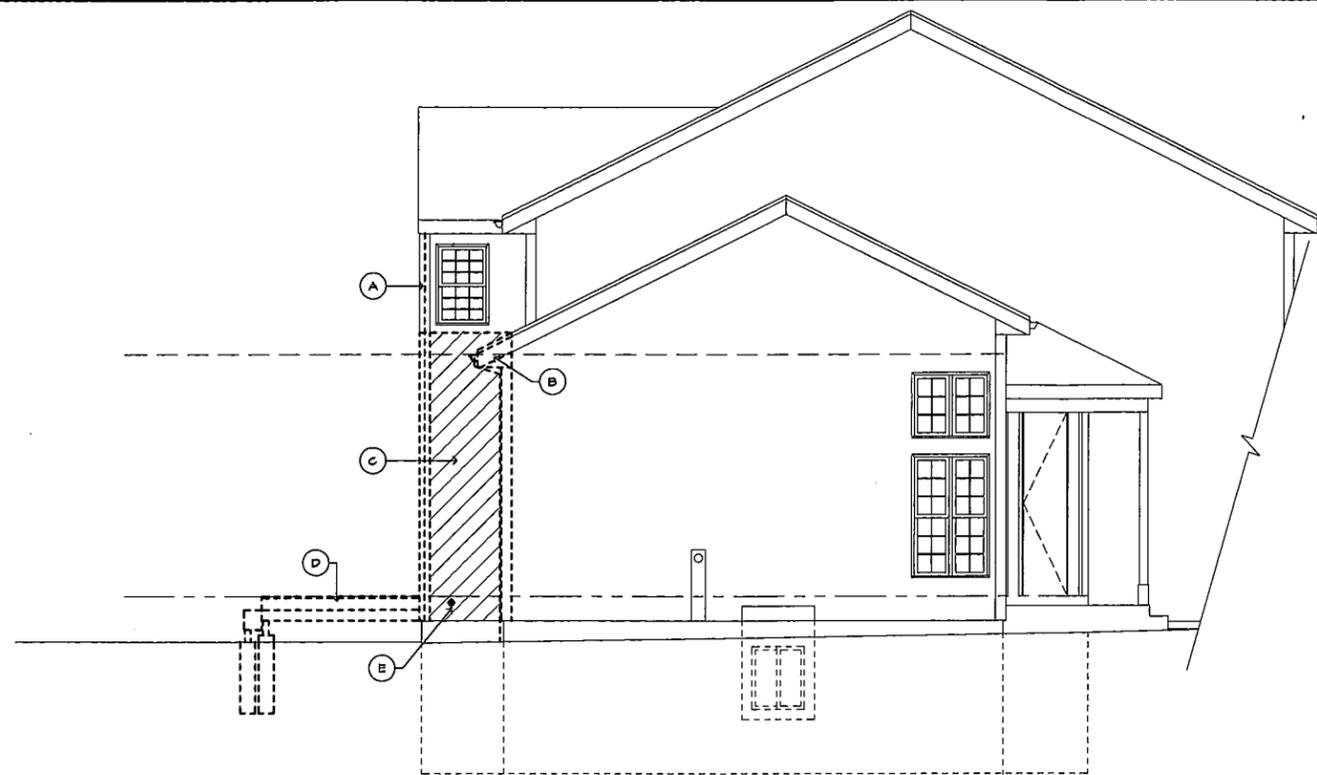
**1 EX/DEMO EAST ELEVATION**  
 1/4"=1'-0"

**3 EX/DEMO NORTH ELEVATION**  
 1/4"=1'-0"

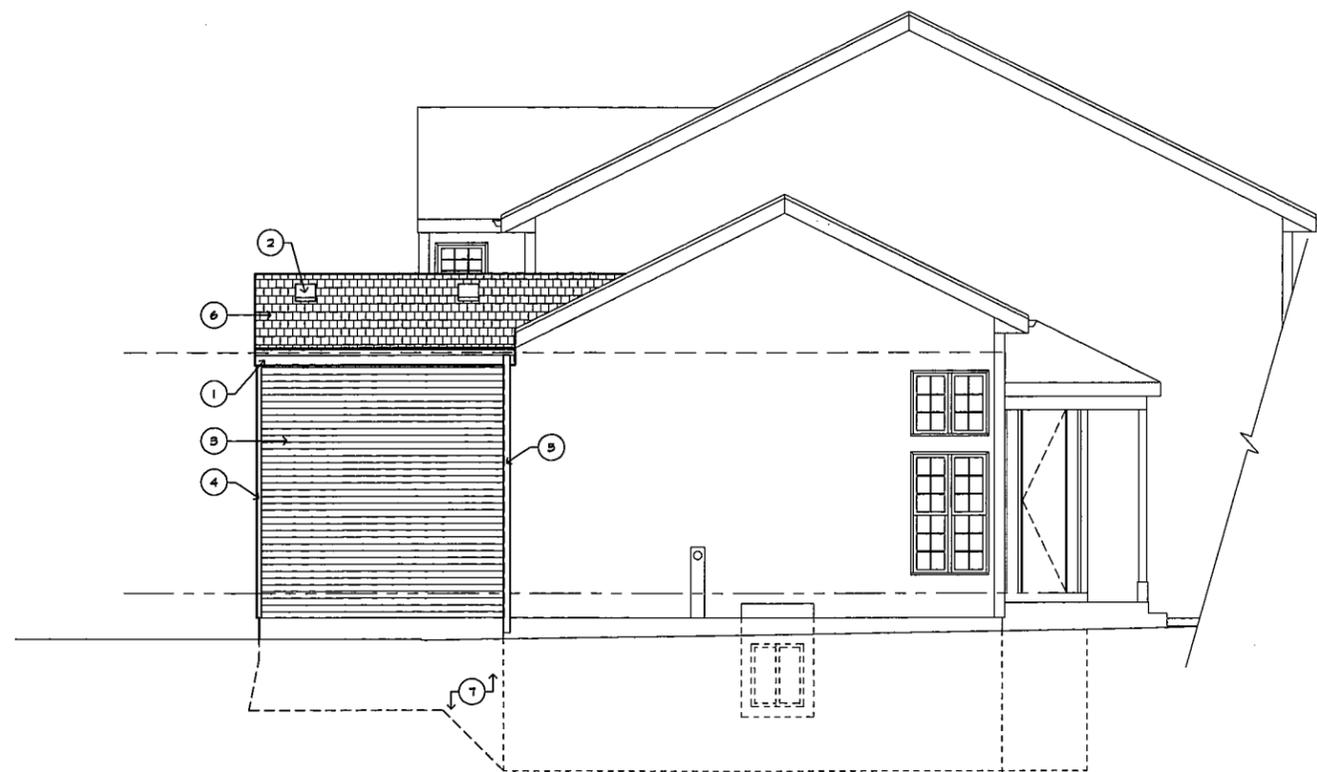


**2 NEW EAST ELEVATION**  
 1/4"=1'-0"

**4 NEW NORTH ELEVATION**  
 1/4"=1'-0"



**1 EX/DEMO SOUTH ELEVATION**  
1/4"=1'-0"



**2 NEW SOUTH ELEVATION**  
1/4"=1'-0"

**DEMO ELEVATION**

- (A) REMARK EX ALUM D.S. & TIE INTO NEW ADDITION
- (B) DEMO EX OVERHANG & ALUM GUTTER IN AREA OF NEW ADDITION
- (C) REMOVE EX SIDING IN AREA OF NEW ADDITION. EX SHEATHING TO REMAIN.
- (D) REMOVE DECK BOARDS AS REQUIRED FOR NEW ADDITION. SAVE FOR REINSTALL IF POSSIBLE.
- (E) EXTEND EX HOSE-BIBB THROUGH NEW ADDITION.

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ISSUE DATES	DESCRIPTION
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**NEW ELEVATION**

- 1 NEW ALUM WRAPPED FASCIA & SOFFIT. MATCH EX PROFILE A.C.A.P.
- 2 INSTALL NEW MUSHROOM VENTS ON NEW ROOF AS REQUIRED.
- 3 NEW VINYL SIDING 1/4" 4" EXPOSURE TO MATCH EX SIDING.
- 4 NEW 3/4" VINYL CORNER TRIM (DOES NOT MATCH EX 1/2" MD TRIM)
- 5 INSTALL NEW J-BEAD TRIM WHERE NEW SIDING MEETS EX SIDING. HIDE J-BEAD TRIM 1/4" ALUM DOWNSPOUT.
- 6 INSTALL ASPHALT SHINGLES ON NEW ROOF.
- 7 PITCH NEW FOUNDATION DOWN TOWARDS TO BASEMENT FOOTINGS (DUE TO OVERDIS FROM ORIGINAL STRUCTURE)

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

AIRROOM REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

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PROJECT MANAGER: **GREG MOON**  
PROJECT ARCHITECT: **SAM KANG**  
PROJECT DEVELOPMENT MANAGER: **WALT BRUCKNER**

PROJECT NO. **150124**

SHEET TITLE: **DEMO/NEW SOUTH ELEVATIONS**

SHEET & FILE INFO: **A2.1**  
OF 11  
AFO REFERENCE: C06901 - L06202  
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**LEGEND:**

	FINISH TO BE REMOVED
	STRUCTURE TO BE REMOVED
	NEW SIDING
	NEW BRICK
	NEW ASPHALT ROOF
	NEW ARCHITECTURAL ROOF
	NEW CEDAR ROOF

ISSUES & REVISIONS:	
ISSUE DATES	DESCRIPTION
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	- PERMIT REVISION 2
5/4/2016	PCC
5/23/2016	READY
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BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

AIRROOM REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

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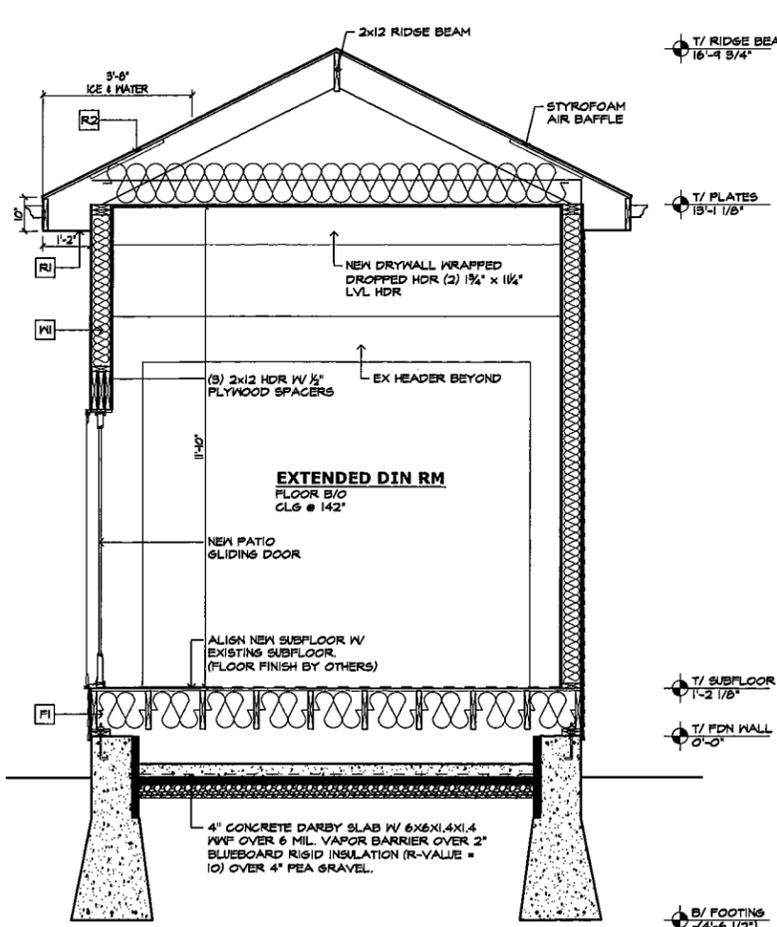
PROJECT CONTACT: GABRIELLE KUBRKA  
 PROJECT MANAGER: **GREG MOON**  
 PROJECT ARCHITECT: **SAM KANG**  
 PROJECT DEVELOPMENT THROUGH DESIGN: **WALT BRUCKNER**

PROJECT NO. **150124**

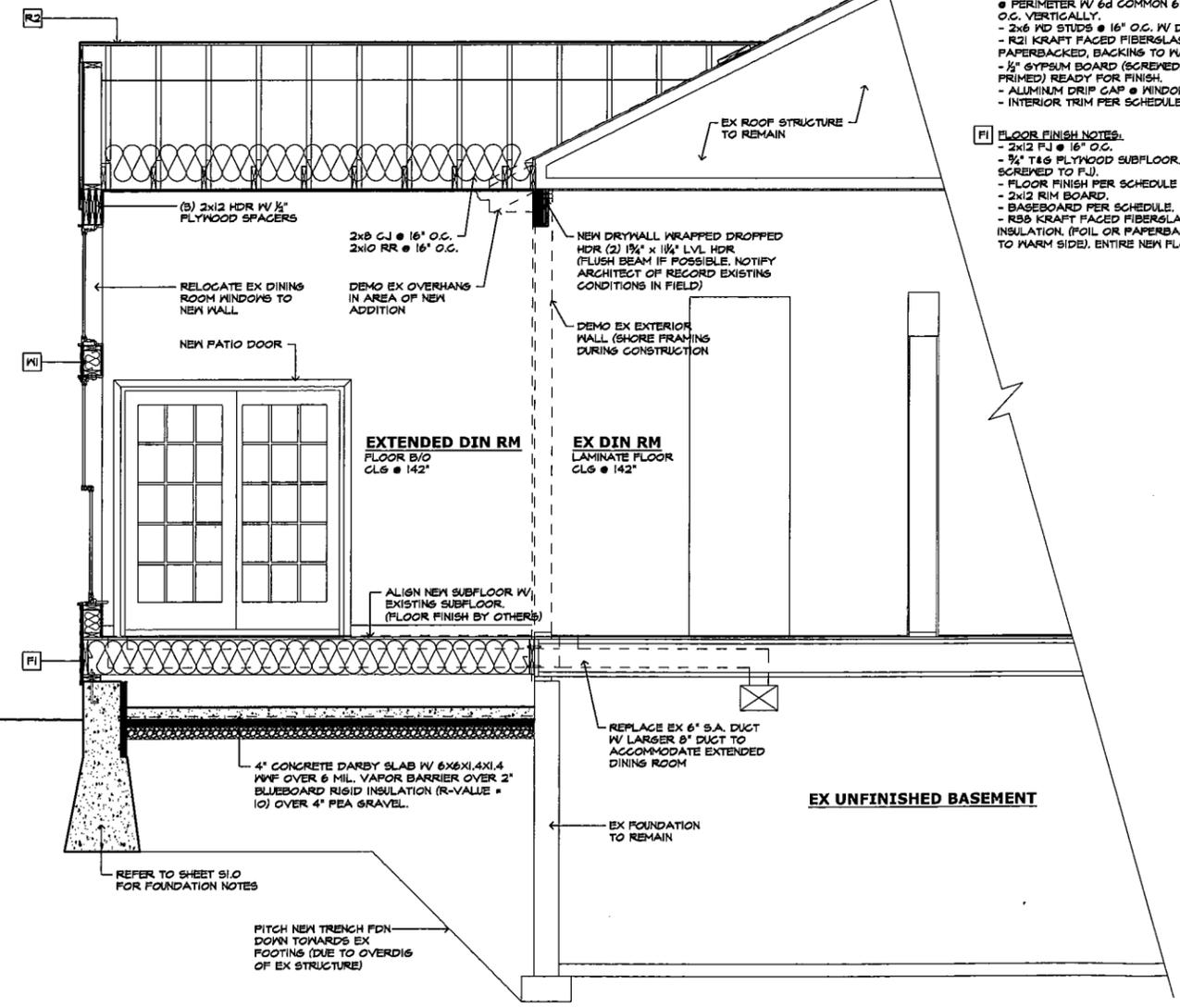
SHEET TITLE: **NEW BUILDING SECTION**

SHEET & FILE INFO: **A3.0**  
 OF 11  
 AFD REFERENCE: C8690T - L66202  
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- R1 OVERHANGS NOTES:**
  - ALUMINUM DRIP EDGE & GUTTER APRON.
  - STANDARD ALUMINUM GUTTER & DOWNSPOUTS ONTO OPEN SPLASH. (MATCH EX COLOR)
  - ALUMINUM WRAPPED FASCIA BOARD. (MATCH HEIGHT & COLOR)
  - ALUMINUM SOFFIT W/ CONTINUOUS VENTING. (MATCH EX DEPTH & COLOR)
- R2 ROOF NOTES:**
  - INSTALL STANDARD ASPHALT 25 YEAR RATED GRADE SHINGLES, FROM AVAILABLE, NON-CUSTOM, LOCALLY STOCKED MATERIAL. (SHOW ALL MANUFACTURER SAMPLES ON SITE).
  - SOLB FELTS.
  - ICE & WATER SHIELD @ PERIMETER OF OVERHANGS. MEASURED 24" HORIZONTALLY PAST INSIDE FACE OF EXTERIOR WALL. 24" OVERLAP @ VALLEYS.
  - STYROFOAM AIR BAFFLE @ 16" O.C. (MINIMUM 1" CLEARANCE).
  - GALVANIZED METAL FLASHING WHERE REQ.
  - HURRICANE VENTING AS REQUIRED.
  - 1/2" CDX PLYWOOD SHEATHING.
  - 2x10 ROOF RAFTERS @ 16" O.C.
  - 2x8 CEILING JOISTS @ 16" O.C.
  - R44 KRAFT FACED FIBERGLASS BATT INSULATION TO (FOIL OR PAPERBACKED, BACKING TO WARM SIDE).
  - HURRICANE FRAMING TIE DOWN @ EACH ROOF RAFTER & ANCHORED TO TOP PLATES.
  - 3/8" GYPSUM BOARD (SCREWED, GLUED, TAPED, MUD, SAND, & PRIMED) RADY FOR FINISH.
- W1 EXTERIOR WALL SIDING NOTES:**
  - ALSIDE VINYL LAP SIDING (OR EQUAL) W/ 4" EXPOSURE. FROM LOCALLY STOCKED AVAILABLE MATERIALS. (COLOR, MATCH EXISTING A.C.A.P.)
  - 3/4" VINYL CORNER TRIM. (COLOR: SAME COLOR AS SIDING)
  - J-BEAD TRIM @ WINDOW & DOOR OPENINGS. (COLOR: SAME COLOR AS SIDING)
  - GREENGLARD RAINDROP PREMIUM HOUSE WRAP W/ 5" TAPE @ ALL SEAMS.
  - 1/2" CDX PLYWOOD SHEATHING (VERTICAL DIAPHRAGM WIND BRACINGS). TO BE SOLIDLY BLOCKED @ ALL EDGES & NAILED @ PERIMETER W/ 6d COMMON 6" O.C. HORIZONTALLY & 12" O.C. VERTICALLY.
  - 2x8 WD STUDS @ 16" O.C. W/ DEL. TOP PLATES.
  - R21 KRAFT FACED FIBERGLASS BATT INSULATION (FOIL OR PAPERBACKED, BACKING TO WARM SIDE).
  - 1/2" GYPSUM BOARD (SCREWED, GLUED, TAPED, MUD, SAND, & PRIMED) READY FOR FINISH.
  - ALUMINUM DRIP CAP @ WINDOWS & DOORS.
  - INTERIOR TRIM PER SCHEDULE.
- F1 FLOOR FINISH NOTES:**
  - 2x12 FJ @ 16" O.C.
  - 3/4" T&G PLYWOOD SUBFLOOR (GLUED & SCREWED TO FJ).
  - FLOOR FINISH PER SCHEDULE ON SHEET A0.1.
  - 2x12 RIM BOARD.
  - BASEBOARD PER SCHEDULE.
  - R55 KRAFT FACED FIBERGLASS BATT INSULATION (FOIL OR PAPERBACKED, BACKING TO WARM SIDE). ENTIRE NEW FLOOR STRUCTURE.



**1 SECTION @ ADDITION**  
 1/2"=1'-0"



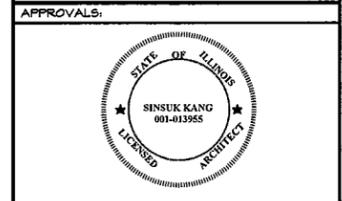
**2 BUILDING SECTION**  
 1/2"=1'-0"

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ISSUE DATES	DESCRIPTION
3/22/2016	PRE-DRAW
4/21/2016	PRE-PCC
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BUYER	DATE
BUYER	DATE
AIRROOM REPRESENTATIVE	DATE

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PROJECT DEVELOPMENT CONSULTANT: **WALT BRUCKNER**

PROJECT NO.: **150124**

SHEET TITLE: **WEATHER-A-ZATION DETAILS**

SHEET & FILE INFO: **A5.0**  
OF 11  
A/D REFERENCE: C06907 - L66202  
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**Optional Sill Flashing Method No. 3:** Install a sill pan directly over the building wrap at the back of the sill and then install the GreenGuard SuperStretch Flashing as described in Method 1. (see Figure 2B)

**Optional Sill Flashing Method No. 4:** Install a sill pan directly over the building wrap after applying a bead of sealant to the back side of the front edge of the sill pan (see Figure 2C-1). Attach the sill pan using roofing nails or paneled screws as shown in Figure 2C-2. Then install small pieces of GreenGuard SuperStretch Flashing at the sill corners so that they overlap the sill pan edges and the side jamb (see Figure 2C-3).

**Optional Sill Flashing Method No. 2:** Install a sloped sill directly over the building wrap at the sill and then install the GreenGuard SuperStretch Flashing as described in Method 1. (see Figure 2A)

**5A. Installation (Windows with Mounting Flanges - Wrap Pulled Into Opening)**

Note: The following installation information is intended to represent a "best practices" approach and is not intended to address all possible construction scenarios. Some of the information described below for installation of building wrap and flashing materials is similar to that described in ASTM E 2112, Method A1.

1. Install GreenGuard Building Wrap over the entire exterior wall and make a modified "I" cut through the building wrap at the window opening (see Figure 1A). Cut a header flap in the building wrap and fold material above top of window and tape. Cut building wrap on sill to promote flashing to wood adhesion (see Figure 1B).
2. Optional Sill Flashing Method No. 1: Cut a piece of GreenGuard SuperStretch Flashing that is at least 12 inches (304 mm) longer than the width of the rough opening. Remove the release paper and align the flashing so that it extends 2 inches (50 mm) onto the sill and up the inside jamb (see Figures 1C and 1D).

**4.6. Installation of Building Wrap at Window Frame Detail**

Figure 4 shows an example of a window frame detail where the building wrap is installed over the sheathing and is wrapped around the window jamba to the interior of the wall. Windows should be sealed in accordance with the window manufacturer's installation instructions.

**4.6. Installation of Building Wrap at Wall Penetrations**

When penetrations, such as those for pipes and ducts, breach the building wrap, they must be sealed to the building wrap using a sealant that is compatible with both the building wrap and the pipe or duct material (see Figure 6).

**4.C. Installation of Building Wrap at Exterior Electrical Boxes**

All exterior electrical boxes and other penetrations through the building wrap should be sealed to prevent air and moisture intrusion at the openings. The building wrap must be taped to the electrical box in order to provide an adequate seal (see Figure 5).

**4.E. Installation of Building Wrap (Roof/Rest and Rest/ Wall Intersections)**

GreenGuard Building Wrap should overlap the step flashing at the roof to wall intersection (see Figure 7).

**3. Usage and Limitations**

GreenGuard Building Wraps are intended to perform as water-resistive barriers in residential applications when installed in accordance with the guidelines provided in this manual. The following conditions apply to the use of GreenGuard Building Wraps:

- GreenGuard Building Wraps are excellent water-resistive barriers that help deflect water and wind-driven rain, yet are designed to breathe to assist trapped moisture vapor to escape, helping walls dry faster. GreenGuard Building Wraps are made of synthetic materials that are generally recognized as not providing a food source for insects, fungus, mold or mildew. GreenGuard Building Wraps should always be properly installed and stored.
- GreenGuard VelaWrap and Classic Wrap Building Wraps installed with the print side facing outward may not be exposed to sunlight for more than 12 months.
- GreenGuard Ultra Wrap, GreenGuard MAX and RainDrop Building Wraps installed with the print side facing outward may not be exposed to sunlight for more than 6 months.
- GreenGuard RainDrop must be installed with the black strands in the vertical position on the exterior wall. Installation with angled positions must be verified by Factory.
- GreenGuard Building Wraps are not intended to be used as roofing paper.
- GreenGuard Building Wraps are not intended to be used as a vapor retarder.
- WARNING:** GreenGuard Building Wraps will ignite if exposed to fire or sufficient heat and intensity. Protect building wraps from exposure to open flame or other ignition sources during shipping, storage, and installation.
- Building codes require the use of two layers of Grade D building paper over wood sheathing when a cementitious covering (conventional stucco) is used. As an alternative, one layer of Grade D building paper can be used in conjunction with one layer of foam plastic insulation. Check with a local building code official to verify requirements.

**4. General Installation Guidelines**

**4.A. Building Wrap Installed Over Sheathing (Applies to All GreenGuard Building Wraps)**

1. Install building wrap over structural sheathing board, over insulation board (see Figures 1 and 2), or directly to framing members.
2. Begin by aligning the bottom edge of the roll with the base of the wall, approximately 2 feet around a corner, taking several inches of the material under itself and fastening securely to a structural sheathing, through insulation board to a framing member, or directly to studs.

**4.B. Installation of Building Wrap at Window Opening**

For best results, a modified "I" pattern should be made through the building wrap at window openings. Fold excess material inside the rough opening and fasten securely through all layers to a framing member (see Figure 3). If door frames and windows are already in place when installing the building wrap, then use a device to form as possible and tape the building wrap edges. Use of GreenGuard flashing materials is encouraged.

**10. Installation (Mounting Block)**

GreenGuard Flashings can be used to seal a standard mounting block as shown in Figures 9A-9C.

**11. Installation (Pipe Penetrations)**

GreenGuard Flashings can be used to seal around penetrations in an exterior wall. Figures 10A-10C show how GreenGuard SuperStretch Flashing is applied around a pipe penetration.

**6. Installation (Arched Windows)**

GreenGuard SuperStretch Flashing will conform to the contour of any opening with arched or curved dimensions as shown in Figure 5. Remove the release paper and then press GreenGuard SuperStretch Flashing against the wall, making sure that all flashing seams are overlapped at least 2 inches (50 mm).

**7. Installation (Kickout Flashing)**

Install kickout flashing at roof to wall intersection. Be sure to lap building wrap over step flashing and kickout flashing. A section of GreenGuard Flashing behind the edge of the fascia board is recommended.

**9. Installation (Sill Plate)**

GreenGuard Flashings can be used to turn a weatherproof seal at sill plate locations where they are installed between the sill plate and the foundation and over the seam between the sill plate and the foundation wall as shown in Figure 8.

**4. Install the jamb flashing so that it overlaps the sill flashing (see Figure 3B).**

**5. Install the head flashing so that it overlaps and extends beyond the jamb flashing. Fold the building wrap down at the header so that it overlaps the head flashing (see Figure 3C). Tape the diagonal cuts in the building wrap at the header (see Figure 3D).**

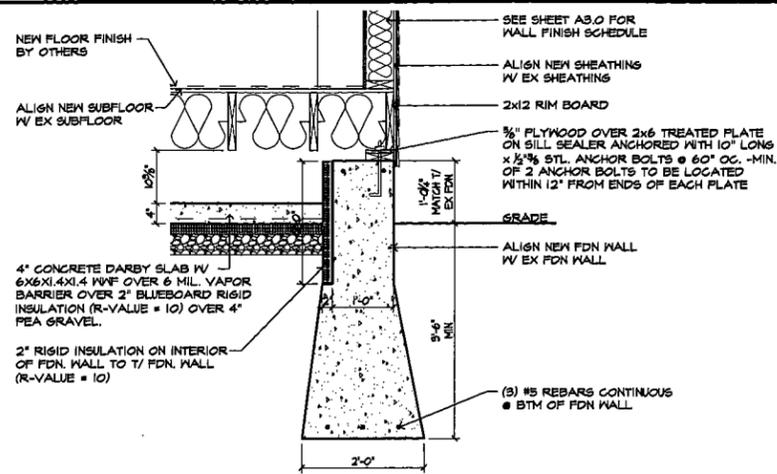
**5B. Enhanced Installation (Windows with Mounting Flanges - Wrap Cut Back Method)**

Note: The following installation information is intended to represent a "best practices" approach and is not intended to address all possible construction scenarios. Some of the information described below for installation of building wrap and flashing materials is similar to that described in ASTM E 2112, Method A1.

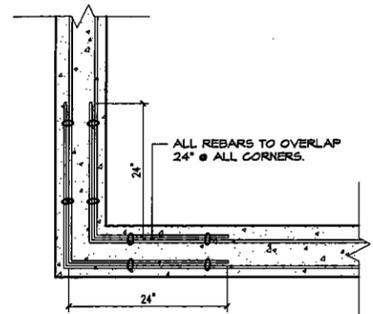
1. Install GreenGuard Building Wrap over the entire exterior wall and make a modified "I" cut through the building wrap at the window opening (see Figure 4A). Cut a header flap in the building wrap and fold material above top of window and tape. Cut building wrap on sill to promote flashing-to-wood adhesion. On the sides of the rough opening, mark off a vertical line approximately 3 inches from the opening.
2. Cut the building wrap along the marked vertical lines on the sides of the opening. The cut will end at the parallel point along the bottom of the rough opening. Remove wrap from the inside of the opening and install sill flashing (see Figure 4B). Follow sill flashing recommendations in Section 5A.
3. Install the window in accordance with the window manufacturer's installation instructions. Typically, this requires that a bead of sealant be applied to the back side of the window flange prior to installing the window. **IMPORTANT: DO NOT SEAL THE BOTTOM FLANGE OF THE WINDOW.** Attach the window using fasteners specified by the window manufacturer.
4. Install the jamb flashing so that it overlaps the sill flashing (see Figure 4D). Notice that the flashing will now seal directly to the window flange and the sheathing, while still integrating the edge of the building wrap.
5. Install the head flashing so that it overlaps and extends beyond the jamb flashing. Fold the building wrap down at the header so that it overlaps the head flashing (see Figure 4E). As part of the enhanced installation, seal the diagonal cuts with a section of GreenGuard Flashing. Also install a 3-inch section of flashing at the center of the header flap to hold the wrap in place (see Figure 4F).

**4. Install the jamb flashing so that it overlaps the sill flashing (see Figure 3B).**

**5. Install the head flashing so that it overlaps and extends beyond the jamb flashing. Fold the building wrap down at the header so that it overlaps the head flashing (see Figure 3C). Tape the diagonal cuts in the building wrap at the header (see Figure 3D).**

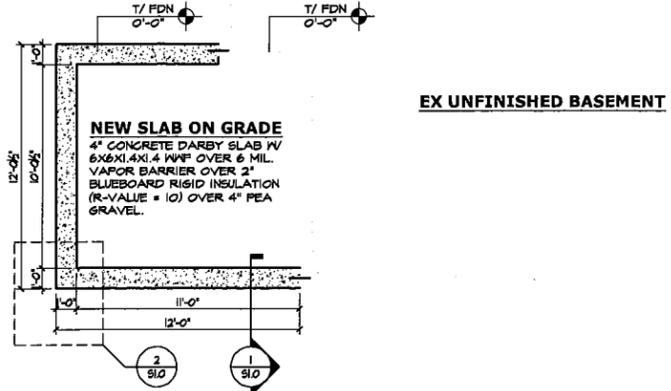


**1 TRENCH FDN DETAIL**  
3/4"=1'-0"

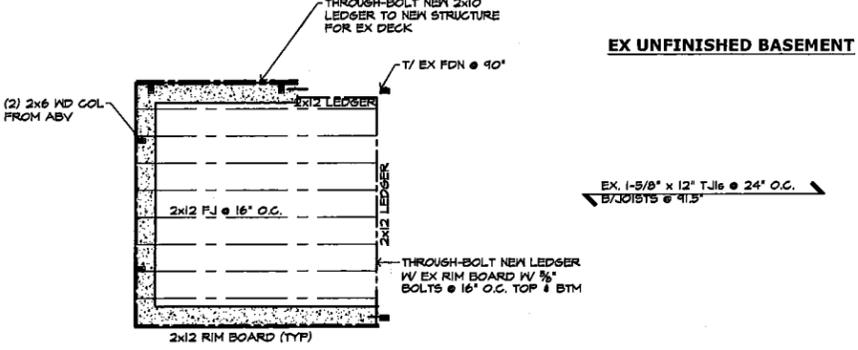


**2 FDN REBAR DETAIL**  
3/4"=1'-0"

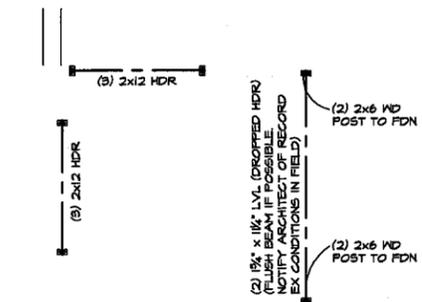
**CONSTRUCTION NOTE:**  
ALL DRAFTSTOPPING & FIRESTOPPING SHALL BE COMPLETED FOR THE ROUGH-IN INSPECTIONS.



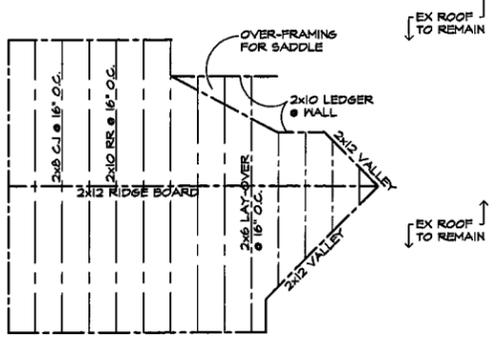
**A FOUNDATION PLAN**  
1/4"=1'-0"



**B FIRST FLOOR FRAMING PLAN**  
1/4"=1'-0"



**C CEILING FRAMING PLAN**  
1/4"=1'-0"



**D ROOF FRAMING PLAN**  
1/4"=1'-0"

**AIRROOM**  
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ISSUE DATES	DESCRIPTION
3/22/2016	PRE-DRAW
4/21/2016	PRE-PCC
5/4/2016	PERMIT SUBMITTAL
	- PERMIT REVISION 1
	- PERMIT REVISION 2
5/4/2016	PCC
5/23/2016	READY
	OKFC

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USE OF THESE PLANS AND THE CONCEPTS CONTAINED THEREIN WITHOUT THE PRIOR WRITTEN PERMISSION OF AIRROOM ARCHITECTS CORP. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES FROM AIRROOM ARCHITECTS CORP. AIRROOM ARCHITECTS CORP. IS A SUBCONTRACTOR OF AIRROOM LLC.  
UNTIL THESE PLANS ARE APPROVED BY THE BUYERS, CONSTRUCTION CANNOT BE SCHEDULED, AND MATERIALS CANNOT BE ORDERED. THESE ARCHITECTURAL PLANS PREPARED BY AIRROOM ARCHITECTS CORP. ARE HEREBY FINALLY APPROVED AND AGREED UPON BY BOTH THE BUYERS AND AIRROOM ARCHITECTS CORP. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT ANY ITEM NOT INCLUDED IN THE CONTRACT SPECIFICATIONS OR SHOWN IN THESE PLANS IS NOT INCLUDED IN THE CONTRACT.

**APPROVALS:**

PLACE APPROPRIATE STAMP HERE.  
I, THE BUYERS, HAVE EXAMINED THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND AIRROOM ARCHITECTS CORP. CONSTRUCTION SPECIFICATION GUIDE.  
I, THE BUYERS, UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND SELECTIONS CONTAINED WITHIN THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND APPROVE THE CORRECTIONS NOTED.

BUYER	DATE
BUYER	DATE
AIRROOM REPRESENTATIVE	DATE

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PROJECT ARCHITECT: **SAM KANG**  
PROJECT DEVELOPMENT MANAGER: **WALT BRUCKNER**

**PROJECT NO. 150124**

**FOUNDATION & STRUCTURAL FRAMING PLANS**

SHEET # FILE INFO: **S1.0**  
OF 11  
AFO REFERENCE: C86907 - L66202  
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**NEW LIGHTING NOTE:**  
 75% OF ALL NEW LIGHTING SHALL BE HIGH EFFICACY LIGHTING, COMPACT FLUORESCENT LAMPS, T-8 OR SMALLER DIAMETER LINEAR FLUORESCENT LAMPS, OR LAMPS WITH A MINIMUM EFFICACY OF:  
 1. 60 LUMENS PER WATT FOR LAMPS OVER 40 WATTS,  
 2. 50 LUMENS PER WATT FOR LAMPS OVER 15 WATTS TO 40 WATTS, AND  
 3. 40 LUMENS PER WATT FOR LAMPS 15 WATTS OR LESS.

**NEW ELECTRICAL NOTE:**  
 - ALL RECESS LIGHTING INSTALLED IN A THERMAL BARRIER SHALL BE RATED FOR INSULATED CEILING AND BE OF THE AIR TIGHT TYPE WITH SEALED GASKETS.  
 - ALL CIRCUITS AND CIRCUIT MODIFICATIONS SHALL BE LEGIBLY IDENTIFIED AS TO THE PURPOSE OR USE ON A CIRCUIT DIRECTORY LOCATED ON THE FACE OF THE PANEL BOARD AND ON EACH SWITCH ON THE SWITCHBOARD.  
 - ALL NEW RECEPTACLES LESS THAN 5 1/2 FT ABV FLOOR SHALL BE THE TAMPER-RESISTANT TYPE.

**NEW MECHANICAL NOTE:**  
 - ALL DUCTS TO BE INSULATED WRAP.  
 - IF DUCTS ARE LOCATED IN AN ATTIC SPACE, THEY NEED A MIN. R-8 INSULATION.  
 - IF DUCTS ARE LOCATED IN A CRAWLSPACE, THEY NEED A MIN. R-6 INSULATION.  
 - ALL JOINTS & SEAMS SHALL BE SEALED.

HVAC EQUIPMENT SCHEDULE					
AIRROOM PROGRAM	EX UNIT	VARIABLE LEAKAGE	CLASSIC BRACKET	SELECT PREFFERED	PREMIER 'A' EVOLUTION
MANUFACTURER	PAYNE				
NO. OF ZONES					
NO. OF STAGES					
EFFICIENCY					
BTU INPUT	100K				
BTU OUTPUT	97K				
GPM CAPACITY					
SPEED					
A/C CONDENSER					
A/C EFFICIENCY (SEER)					
HUMIDIFIER					
THERMOSTAT AIR PURIFIER ENERGY RECOVERY VENTILATOR (ERV)					

EX PLUMBING EQUIPMENT	
DESCRIPTION	WATER HEATER
MANUFACTURER	RUEHM
MODEL #	42V30-40P
GALLON CAPACITY	30 GALLON
MAXIMUM BTU	40K
ENERGY FACTOR	.70
WATER CONNECTION	3/4"

MISCELLANEOUS PLUMBING	
DESCRIPTION	
ROUGH-IN WASHER AND DRYER ELECTRIC GAS PVC C.I.	
SHEET METAL PAN FOR WASHER/DRYDRAN	
LAUNDRY TUB	
HANDY MODEL COLOR	
ROUGH-IN KITCHEN SINK PVC C.I.	
ROUGH-IN DISHWASHER	
GARAGE DISPOSAL	
REFRIGERATOR LINE	
ROUGH-IN BAR SINK PVC C.I.	
BYPASS CATCH BASIN	
CONDENSATION LINE AND DRAIN FOR FURNACE	
FLOOR DRAIN	
GAS LINE WORK FOR LOG LIGHTER	
GAS LINE WORK FOR WATER HEATER	
GAS LINE WORK FOR EXTERIOR BBQ GRILL	
GAS LINE WORK FOR KITCHEN APPLIANCES	
OTHER GAS LINE WORK	
EXTEND STACK	
INSTALL WATER HEATER GAS ELECTRIC SIZES	
SHEET METAL PAN/DRAIN FOR WATER HEATER	
SUMP PUMP WITH PIT	
STORM SEWER LIN. FT.	
SAUNITARY SEWER LIN. FT. DIA.	
WATER LINE LIN. FT. DIA.	
REPLACE CLAY PIPE WITH C.I. LIN. FT.	
ELECTOR PUMP WITH PIT H.P.	
FROST PROOF HOSE BIB RELOCATE (EXTEND) NEW	X

**GENERAL NOTES:**  
 1. ALL DUCT WORK SHALL BE FABRICATED OF PRIME GALVANIZED METAL AND INSTALLED ACCORDING TO THE LATEST EDITION OF THE ASHRAE GUIDE AND SHACMA MANUAL.  
 2. ALL SUPPLY, OUTSIDE AIR, RETURN, EXHAUST DUCTS SHALL BE INSULATED ON THE INSIDE WITH FIBERGLASS DUCT LINER ONE (1) PIECE FIBERGLASS MATERIAL 1/2" THICKNESS, RESINENE COATED NOT LESS THAN 3# DENSITY, OF A TYPE COMPLYING WITH NFPA OR NFPA NO. 90A. ALL ROUND DUCTS TO BE INSULATED ON THE OUTSIDE. THE THERMAL CONDUCTIVITY SHALL BE 0.25 @ 70° WITH A MOISTURE REDUCTION COEFFICIENT OF 0.10 FOR INSULATING NO. 8. 8" BTB.  
 3. ALL CEILING DIFFUSERS SHALL BE GARNES MODEL WITH ROUND NECKS AND WITH DAMPERS.  
 4. RETURN AIR GRILLES SHALL BE GARNES MODEL WITH FINISH AND FOR LAY-IN RSLAN TYPE CEILING.  
 5. CONTRACTOR SHALL DO ALL CUTTINGS AND PATCHINGS OF BUILDING MATERIAL REQUIRED FOR THE INSTALLATION OF HIS WORK IN THE PROJECT, NO STRUCTURAL MEMBERS SHALL BE CUT WITHOUT THE APPROVAL OF THE ARCHITECT AND AS DIRECTED BY HIM. ALL PATCHINGS SHALL BE DONE IN A NEAT AND WORKMAN LIKE MANNER MEETING THE APPROVAL OF THE OWNER, BY SKILLED MESHCHANGERS.  
 6. REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION OF ALL CEILING DIFFUSERS AND REGISTER.  
 7. BALANCING OF SYSTEM SHALL BE DONE BY THIS CONTRACTOR.  
 8. THIS CONTRACTOR SHALL GUARANTEE HIS INSTALLATION AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF 12 MONTHS AFTER ACCEPTANCE, AND SHALL REPAIR OR REPLACE ANY FAILURES DURING THIS PERIOD AT NO ADDITIONAL EXPENSE TO THE OWNER.  
 9. THIS CONTRACTOR SHALL VISIT JOB SITE AND FULLY INFORM HIMSELF OF ALL EXISTING CONDITIONS AND LIMITATIONS AFFECTING THE WORK. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD.  
 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL CODE AND ALL OTHER STATE AND LOCAL CODES WHICH HAVE AUTHORITY OVER THIS PROJECT.  
 11. CONTRACTOR SHALL DO ALL GAS PIPING, SCHEDULE 40 BLACK STEEL PIPE WITH MALLEABLE FITTINGS.  
 12. ALL STACKS SHALL BE 6'-0" ABOVE ROOF.  
 13. ALL FRESH AIR INTAKES SHALL BE 10'-0" FROM ANY CONTAMINATION AND 0-11' 10'-0" ABOVE GRADE.  
 14. THIS IS NEW CONSTRUCTION. NOT ALL PIPES, DUCTS, ETC. MAY BE SHOWN ON THE DRAWINGS THERE MAY BE UNOBTAINED PROBLEMS WITH OTHER TRADES AS THE WORK PROGRESSES. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING HIS ESTIMATE. THE CONTRACTOR SHALL VISIT SITE OF CONSTRUCTION TAKING NOTICE OF CONDITIONS AFFECTING WORK. DISCREPANCIES FOUND BETWEEN DRAWINGS AND SPECIFICATIONS AND VISIT ARE TO BE CALLED TO ATTENTION OF THE ARCHITECT. NO EXTRAS ARE ALLOWED FOR WORK FORESEENABLE BY VISIT OR FOR MINOR CHANGES THAT MAY OCCUR WHEN THE WALL, ETC. ARE ERECTED FOR NEW CONSTRUCTION. ACCESS. NO EXTRAS SHALL BE ALLOWED FOR ADDITIONAL WORK CAUSED BY MINOR CONSTRUCTION ADJUSTMENTS.  
 15. CONFORM TO RELEVANT SECTION OF RULES, REGULATION, CODES AND ORDINANCES OF THE LOCAL, CODES AND STATE OF ILLINOIS, NFPA, AND UTILITY COMPANY AUTHORITIES. NOTIFY ARCHITECT OF ANY DISCREPANCIES FOUND BETWEEN DRAWINGS, SPECIFICATIONS AND THESE AUTHORITIES. THERE AFTER, INSTALL WORK IN CONFORMANCE WITH ABOVE AUTHORITIES WITHOUT ADDITIONAL COST.  
 16. HEATING CONTRACTOR TO PROVIDE LOCK TYPE DAMPERS  
 17. HEATING CONTRACTOR TO PROVIDE CARBON MONOXIDE DETECTORS.  
 18. THE CONTRACTOR SHALL GUARANTEE THAT ON FURNACE CHAMBER USED FOR REGULATION OF FROG TRAPS, AIR WILL BE OF TIGHT CONSTRUCTION AND THAT ALL SOURCES OF AIR CONTAMINATION SOIL STACKS, DOWNSPOUTS, VENTS, EXHAUST DISCHARGES AND OTHER SOURCES WILL BE EXCLUDED SO THAT NO CONTAMINATED AIR WILL BE RECIRCULATED.  
 19. HIS CONTRACTOR SHALL PROVIDE AN APPROVED SMOKE DETECTOR IN UNITS HAVING CAPACITY GREATER THAN 2000 CFM. SYSTEMS EXHAUSTING GREATER THAN 50% OF THE SUPPLY AIR. PROVIDE SMOKE DETECTORS IN BOTH EXHAUST AND RETURN AIR DUCTS OR FURNACE. DETECTORS SHALL BE ACCESSIBLE. CONTROL OF SMOKE DETECTORS SHALL BE PERM CODE.  
 20. THE HEATING CONTRACTOR TO PROVIDE HUMIDIFIERS FOR EACH FURNACE.

**NOTES TO HOME OWNER:**  
**MECHANICAL:**  
 AIRROOM CALLS THE BUYER'S ATTENTION TO THE POSSIBILITY OF PRE-EXISTING AND PRESENT CONDITION OF MECHANICAL SYSTEMS AT THE JOB SITE WHICH MAY CURRENTLY VIOLATE LOCAL CODES OR GOOD WORKMANSHIP GUIDELINES. PURSUANT TO THE TERMS OF THE SALES CONTRACT, AIRROOM IS NOT RESPONSIBLE FOR THE EXISTING CONDITIONS AND UNIFORMITY OF WORK. AIRROOM IS NOT RESPONSIBLE FOR POSSIBLE UNDERGROUND ELECTRICAL LOCATIONS (I.E. ELECTRICAL TO DETACHED GARAGES, UNDERGROUND SERVICES, ETC.) IN THE AREA LOCATIONS. EXACT LOCATIONS CANNOT BE IDENTIFIED AT THIS TIME. ADDITIONAL WORK, IF REQUIRED, SHALL BE DETERMINED ON SITE AND CHARGED AS AN IMPROVISED EXTRA. BUYER AGREES TO BE FINANCIALLY RESPONSIBLE FOR ANY ADDITIONAL WORK REQUIRED TO CORRECT OR UPGRADE THOSE SYSTEMS DUE TO PRE-EXISTING AND UNOBTAINED CONDITIONS, OR DUE TO A MUNICIPAL INSPECTOR REQUIRING SUCH ADDITIONAL WORK OR CORRECTIONS. BUYER MAY CHOOSE TO HAVE AIRROOM MAKE SUCH CONNECTIONS AT AN ADDITIONAL CHARGE, OR MAY CHOOSE TO MAKE THE WORK COMPLETED BY OTHERS. UNDERSEPARABLE LINES AND FURNISH. BUYER FURTHER AGREES THAT PRE-EXISTING BUILDING CODES REQUIRE ADDITIONAL ITEMS TO BE DONE OTHER THAN THOSE SPECIFICALLY CONTRACTED FOR. SUCH ITEMS ARE TO BE DONE BY THE BUYER OR PRICED AS EXTRAS BY AIRROOM.  
**CO2/SMOKE DETECTORS:**  
 AIRROOM HAS INCLUDED SMOKE DETECTORS AND/OR CARBON MONOXIDE DETECTORS AS SPECIFIED WITHIN THESE PLANS FOR NEW WORK ONLY. POSSIBLE ADDITIONAL DETECTORS MAY BE REQUIRED BY THE MUNICIPAL INSPECTOR FOR YOUR EXISTING ROOMS AT THE TIME OF ROOM AND/OR FINAL INSPECTIONS. ANY ADDITIONAL DETECTORS ARE NOT CURRENTLY INCLUDED IN THE CONTRACT AMOUNT SET FORTH IN THE SALES CONTRACT AND SHALL BE CHARGED AS AN EXTRA IN THE FIELD IF REQUIRED.  
**SERVICE UPGRADES:**  
 UNLESS SPECIFICALLY STATED ELSEWHERE IN THE SALES CONTRACT, UPGRADES TO EXISTING ELECTRICAL OR MECHANICAL SERVICES THAT MAY BE REQUIRED ARE NOT INCLUDED AND ANY ADDITIONAL COSTS WILL BE PAID BY BUYER. BUYER IS RESPONSIBLE FOR CHARGES TO RELOCATE EXISTING UTILITY SERVICES TO THE EXISTING SYSTEMS. BUYER WILL BE FINANCIALLY RESPONSIBLE FOR ANY ADDITIONAL ITEMS AS PROVIDED ABOVE. AIRROOM IS NOT RESPONSIBLE FOR EXISTING ELECTRICAL, MECHANICAL, OR SERVICE CAPACITY. IN A LARGER SERVICE IS REQUIRED AND IS NOT SET FORTH ON THE PLANS OR CONTRACT, THE SERVICE UPGRADE WILL BE DONE BY THE BUYER OR WILL BE PRICED AS AN EXTRA BY AIRROOM. UTILITY CHARGES FOR THE NEW SERVICE WORK OR OTHER WORK AS REQUIRED ARE TO BE PAID TO THE UTILITY COMPANY DIRECTLY BY THE BUYER.  
 AIRROOM IS NOT RESPONSIBLE FOR THE CONDITION OF THE EXISTING HEATING/COOLING SYSTEM WHEN EXISTING DUCTS, BASEBOARD HEAT OR RADIATORS INTO THE NEW SERVICE SPACE. ALL AIRROOM SUPPLIED DUCTS OR RADIATOR EXTENSIONS SHALL BE SIZED AND DESIGNED TO ADEQUATELY ACCOMMODATE THE WORK SPECIFICALLY CONTRACTED FOR. IF A FURNACE, AIR CONDITIONER OR BOILER UPGRADE BECOMES NECESSARY, IT WILL BE PRICED AS ADDITIONAL WORK BY AIRROOM, OR CAN BE DONE BY THE BUYER.  
**ELECTRICAL:**  
 POSSIBLE NECESSARY ELECTRICAL REVISIONS DUE TO KILLING OF EXISTING ELECTRICAL OPENINGS AND THE BREAK-THROUGH OF EXISTING STRUCTURES OR ANY OTHER UNOBTAINED HIDDEN CONDITIONS ARE NOT IN CONTRACT AND SHALL BE CHARGED AS ADDITIONAL WORK. WHERE PRACTICAL, ANY NECESSARY ADDITIONAL COST INCURRED DUE TO ELECTRICAL REVISIONS SHALL BE AGREED UPON IN WRITING BEFORE THE REQUIRED WORK IS STARTED. A COPY OF THE ELECTRICAL WORK ORDER WILL BE GIVEN TO THE ELECTRICALIAN ASSIGNED TO YOUR PROJECT. ONLY THE WORK THAT IS INDICATED ON THIS PLAN IS INCLUDED IN THE CONTRACT AMOUNT SET FORTH IN THE SALES CONTRACT. ANY ADDITIONAL WORK REQUIRED OR REQUESTED BY YOU, THE MUNICIPAL INSPECTOR, OR DUE TO HIDDEN OR UNOBTAINED CONDITIONS WILL BE CHARGED AS AN EXTRA. STANDARD OPENING CHARGES FOR SWITCHES, OUTLETS OR LIGHT BOXES WILL BE CHARGED AT CURRENT AIRROOM PRICES AT THE OF DELIVERY PROVIDED THE WALLS ARE OPEN AND THE ELECTRICALIAN IS ON SITE. ALL REQUIRED LIGHT BULBS ARE SUPPLIED BY THE BUYER AND ARE NOT INCLUDED WITHIN THE CONTRACT AMOUNT SET FORTH IN THE SALES CONTRACT. THE ELECTRICALIAN WILL INSTALL BULBS IF THEY ARE PRESENT ON SITE WHEN FIXTURES ARE INSTALLED.  
 ELECTRICAL CODES IN MOST MUNICIPALITIES NOW REQUIRE THAT ALL BEDROOM OUTLETS BE "ARC-FAULT" OPENINGS. YOUR CONTRACT INCLUDES ARC-FAULT OUTLETS FOR THE NEW OUTLETS BE AND INSTALLING IN THE PROPOSED BEDROOMS, BUT DOES NOT INCLUDE UPGRADE ANY OF YOUR EXISTING BEDROOM OUTLETS. YOUR MUNICIPAL ELECTRICAL INSPECTOR MAY REQUIRE AN UPGRADE OF YOUR EXISTING OUTLETS TO COMPLY WITH THIS REQUIREMENT. ANY REPAIR OR REPLACEMENT OF EXISTING ELECTRICAL OPENINGS FOR THIS PURPOSE IS NOT CURRENTLY INCLUDED IN THE CONTRACT AMOUNT SET FORTH IN THE SALES CONTRACT AND SHALL BE CHARGED AS AN EXTRA IN THE FIELD IF REQUIRED.

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ISSUES & REVISIONS:	
ISSUE DATES	DESCRIPTION
3/22/2016	PRE-DRAW
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PLACE APPROPRIATE STAMP HERE.  
 USE THE BUYER'S HAVE EXAMINED THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND AIRROOM ARCHITECTS CORP. CONSTRUCTION SPECIFICATION GUIDE.  
 USE THE BUYER'S UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED WITHIN THE AIRROOM ARCHITECTS CORP. DOCUMENTS AND APPROVE THE CONNECTIONS NOTED.

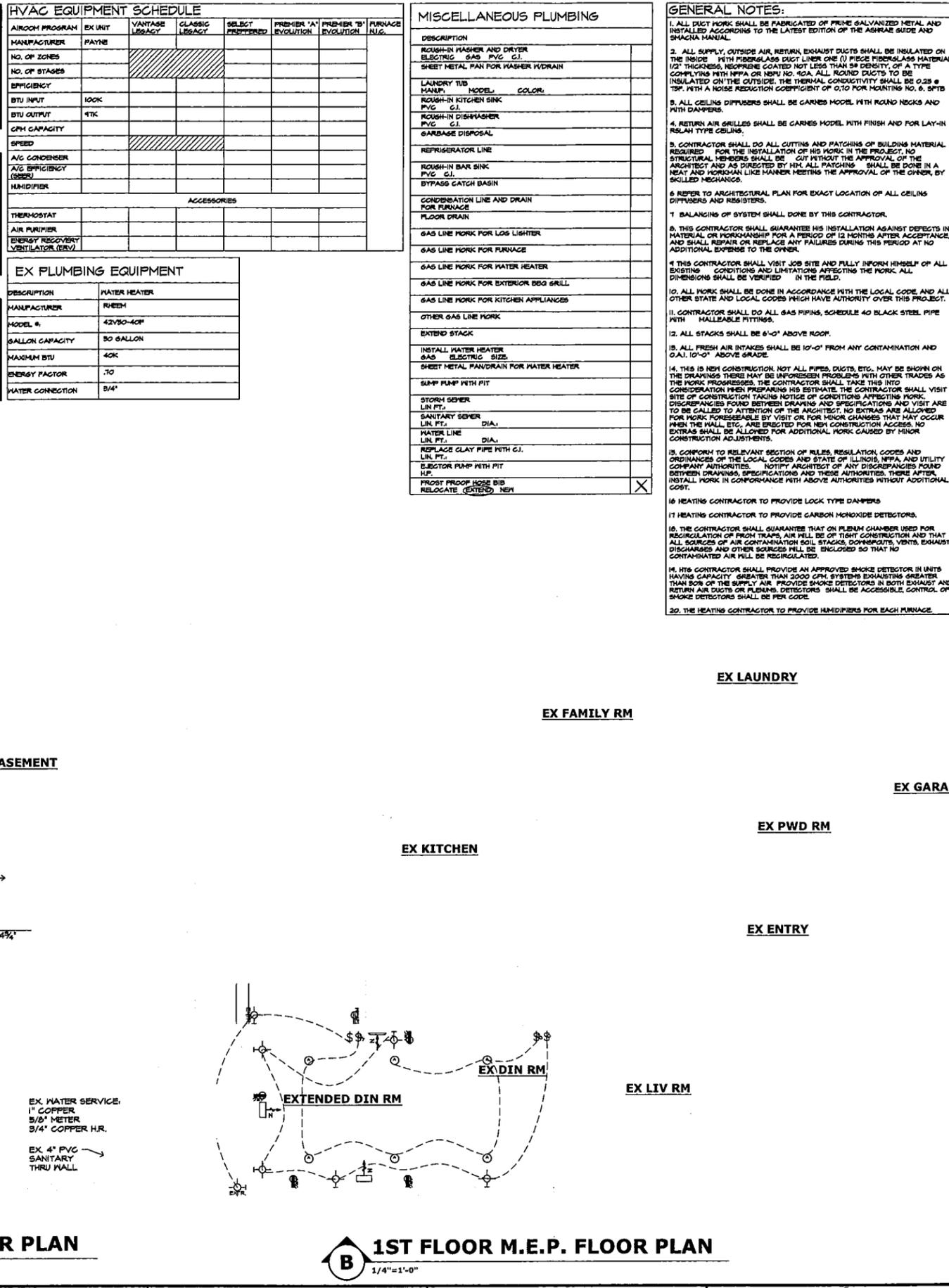
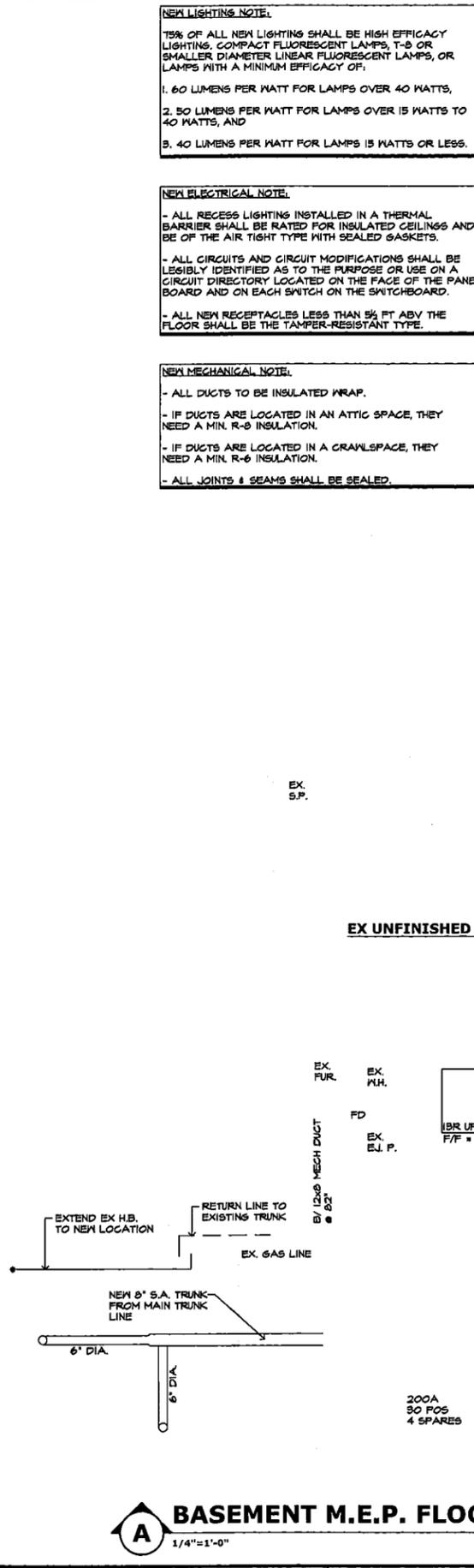
APPROVALS:	DATE
BUYER	
BUYER	
AIRROOM REPRESENTATIVE	

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 PROJECT ARCHITECT: **SAM KANG**  
 PROJECT DEVELOPMENT: WALT BRUCKNER

PROJECT NO.: **150124**  
 SHEET TITLE: **BSMT MECHANICAL FLOOR PLAN & SCHEDULES**

SHEET & FILE INFO: **M1.0**  
 AFD REFERENCE: C66907 - L66202  
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 OF 11



ELECTRICAL SYMBOL LEGEND		
QUANTITY	SYMBOL	DESCRIPTION
	---	ELECTRICAL WIRING
5	⊕	ELECTRICAL KILLS
6	⊙	NEW LIGHT CAN A - MODEL # HTIGAT - 42HP
5	⊕	NEW HALL-MOUNTED LIGHT OPENING - FIXTURE PROVIDED BY OTHERS
2	⊕	NEW EXTERIOR HALL-MOUNTED LIGHT OPENING - FIXTURE PROVIDED BY OTHERS
4	⊕	NEW OUTLET ARC-FAULT
1	⊕	NEW OUTLET GFI EXTERIOR
1	⊕	NEW SWITCH
1	⊕	NEW SWITCH 3-WAY
1	⊕	NEW SWITCH DIMMER
1	⊕	NEW SWITCH 3-WAY DIMMER

HVAC SYMBOL LEGEND		
	EXISTING REGISTER	NEW REGISTER
FLOOR SUPPLY	⊕	⊕
FLOOR RETURN	⊕	⊕
WALL SUPPLY	⊕	⊕
WALL RETURN	⊕	⊕
CEILING SUPPLY	⊕	⊕
CEILING RETURN	⊕	⊕
BATH EXHAUST FAN	⊕	⊕
NEW THERMOSTAT	⊕	⊕
NEW DETECTOR SMOKE HAND-HELD	⊕	⊕
NEW DETECTOR CARBON MONOXIDE	⊕	⊕
NEW DETECTOR SMOKE & CO COMBO	⊕	⊕
NEW A/C DISCONNECT	⊕	⊕
A/C CONDENSER	⊕	⊕
NEW HOOK-UP FOR NEW CENTRAL FURNACE AND AIR CONDITIONER	⊕	⊕

3537870  
 RECORDS  
 LAKE COUNTY, ILLINOIS

CERTIFICATE OF CORRECTION  
 3537870

3537870  
 S-9-94 FINAL PLAT  
 of

# THE SANCTUARY — UNIT 1

## OPEN SPACE VILLAGE HOME SUBDIVISION

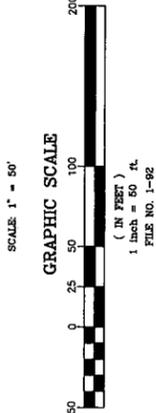
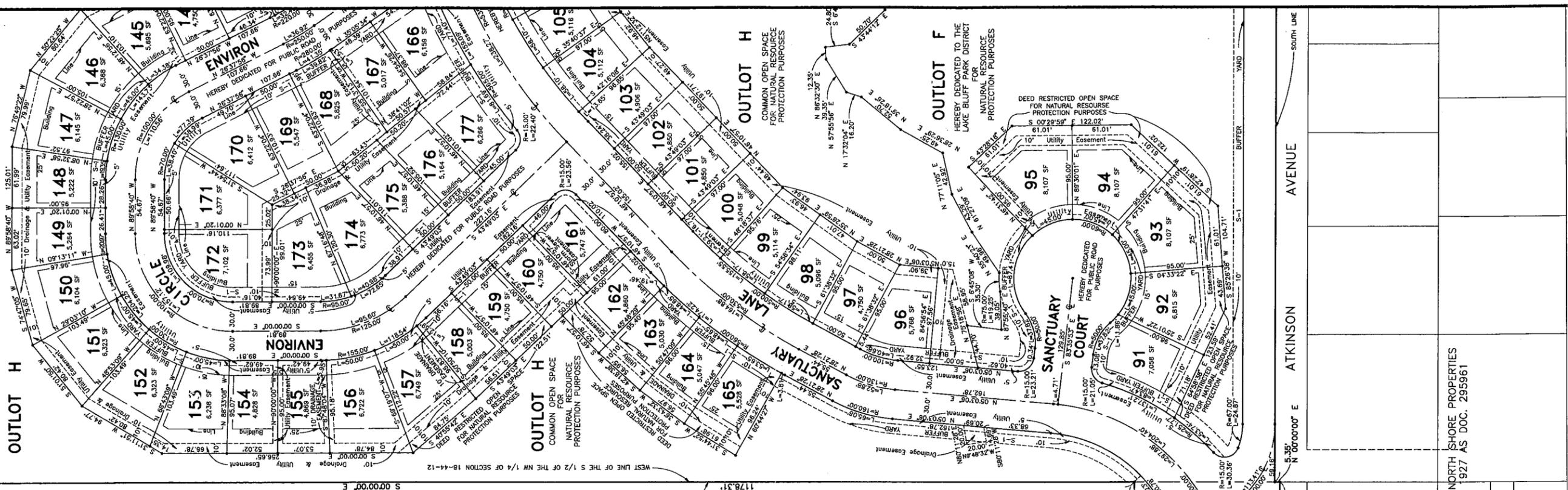
BEING A SUBDIVISION OF

PARCEL 1: THE WEST 1584.00 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG THE LINE HEREON 37 RODS, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE WEST 27 RODS, MORE OR LESS, TO THE CENTER OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST 27 RODS, MORE OR LESS, TO THE CENTER OF THE HIGHWAY KNOWN AS THE OLD STATE ROAD (NOW KNOWN AS WALKEGAN ROAD); THENCE NORTHERLY ALONG THE CENTER OF SAID HIGHWAY, 3 RODS, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE 27 RODS, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 33.00 FEET OF THE EAST 421.47 FEET OF THE WEST 2005.47 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

SHEET 1 OF 3



FLOOD OF RECORD 1938 PER USGS ELEV. = 679.00  
 BASE FLOOD ELEVATION PER ORD. ELEV. = 682.00  
 FLOOD TABLE ELEVATION = 684.00 AND BELOW

NO.	DATE	DESCRIPTION	BY
6	04-21-94	COUNTY REVISIONS	J.D.P.
5	03-17-94	COUNTY TOWNSHIP REVISIONS	J.D.P.
4	02-24-94	MISC. REVISIONS - LOT 165	J.D.P.
3	02-21-94	REVIEW REVISIONS	J.D.P.
2	02-17-94	REVIEW REVISIONS	J.D.P.
1	02-08-94	ORIGINAL ISSUE	N.J.L.

FRED'K H. BARTLETT'S NORTH SHORE PROPERTIES  
 RECORDED MAY 21, 1927 AS DOC. 295961

**R.E. ALLEN and associates, Ltd.**  
 professional land surveyors  
 graylake 708-223-0914  
 Illinois

January 18, 2016

Mr. & Mrs. Rich Santos  
29721 N. Environ Circle  
Lake Bluff, IL 60044

0159

**RE: Architectural Approval**

Dear Mr. & Mrs. Rich Santos:

It is our pleasure to inform you that the Board of Directors has approved your request for one story dining room extension addition, providing you comply with any noted stipulations and the Association's Rules & Regulations. Please note it is the owner's responsibility to obtain any necessary permits from the appropriate governmental agency. For your convenience, we have enclosed a copy of your approved request for your records.

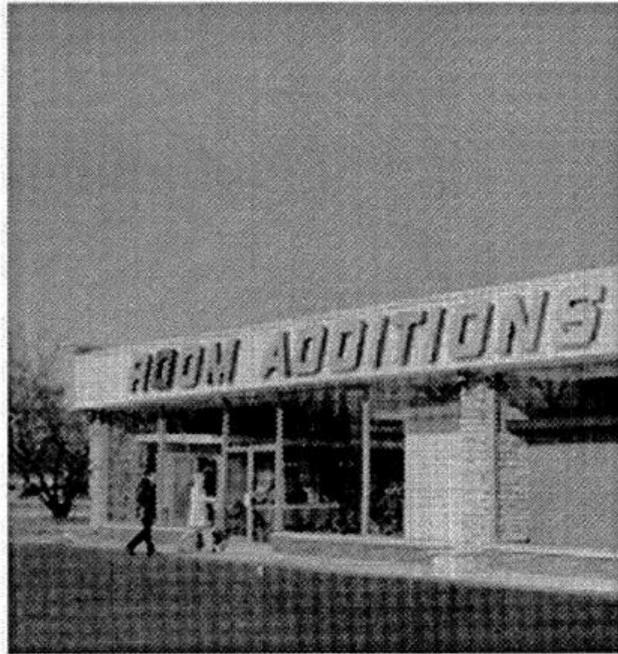
As a friendly reminder, we cannot emphasize enough the importance of compliance with any noted stipulations and/or the Association's Rules & Regulations to avoid potential warnings and fines.

If you have any questions, please contact our Resident Services Department at 847.459.0000 or 312.202.9300 and they will gladly assist you.

Sincerely,

**SANCTUARY HOMEOWNERS ASSOCIATION**  
(Lieberman Management Services, Inc. as agent)

enc



# ARCHITECTS · BUILDERS · REMODELERS

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## SINCE 1958

Accepted: \_\_\_\_\_

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## SANTOS RESIDENCE

---

### LAKE BLUFF, IL

DESIGNED BY: *Walter Prockner Jr.*  
Calina Gobis  
Angela da Rocha  
David Shalkow

DATE: October 28, 2015

**AIROOM**   
ARCHITECTS · BUILDERS · REMODELERS  
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SANTOS RESIDENCE DATE: 10.28.15

Existing Exterior

Accepted: \_\_\_\_\_

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## SANTOS RESIDENCE

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### LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner Jr.*  
Catina Gobis  
Angela da Rocha  
David Shaikow

DATE: October 28, 2015

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Proposed Exterior

Accepted: \_\_\_\_\_

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# SANTOS RESIDENCE

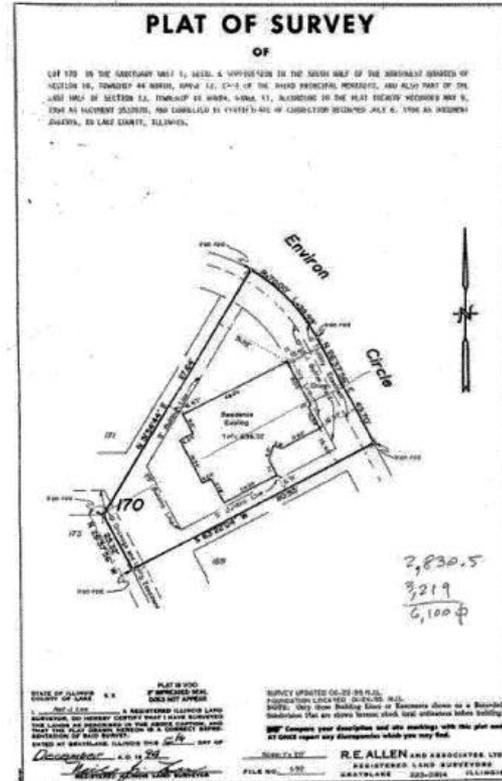
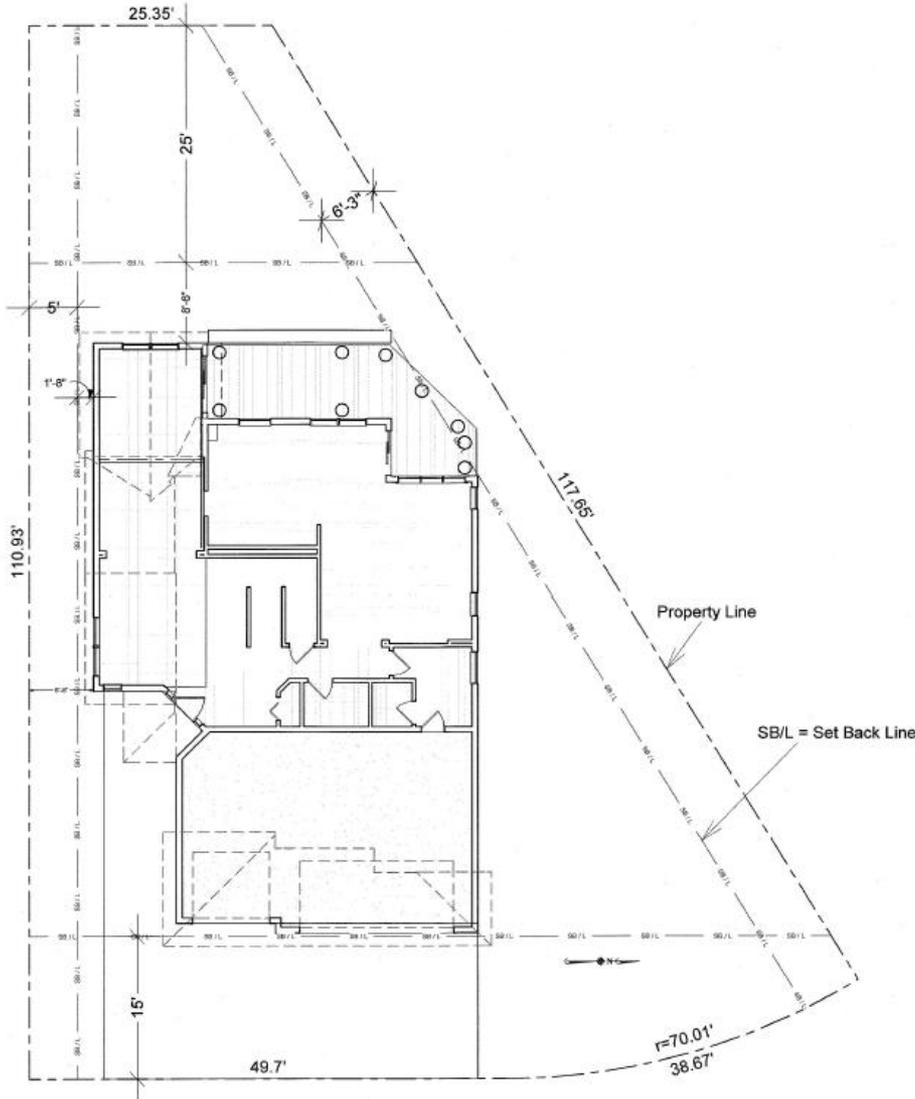
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## LAKE BLUFF, IL

DESIGNED BY: *Walker Bruckner, Jr.*  
Calina Gobis  
Angela da Rocha  
David Shalkow

DATE: October 28, 2015

**AIRROOM**   
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DATE: 10.28.15

SANTOS RESIDENCE

Plat Setback Dimensions

Scale: 1/8" = 1'-0"

Accepted: \_\_\_\_\_

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# SANTOS RESIDENCE

## LAKE BLUFF, IL

DESIGNED BY: *Walker Buckner Jr.*  
Calina Gobis  
Angela da Rocha  
David Shalkow

DATE: October 28, 2015





West Elevation View

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

Accepted: \_\_\_\_\_

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# SANTOS RESIDENCE

---

## LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner Jr.*  
Calina Gobis  
Angela da Rocha  
David Shalkow

DATE: October 28, 2015

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North Elevation View



South Elevation View

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

Accepted: \_\_\_\_\_

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# SANTOS RESIDENCE

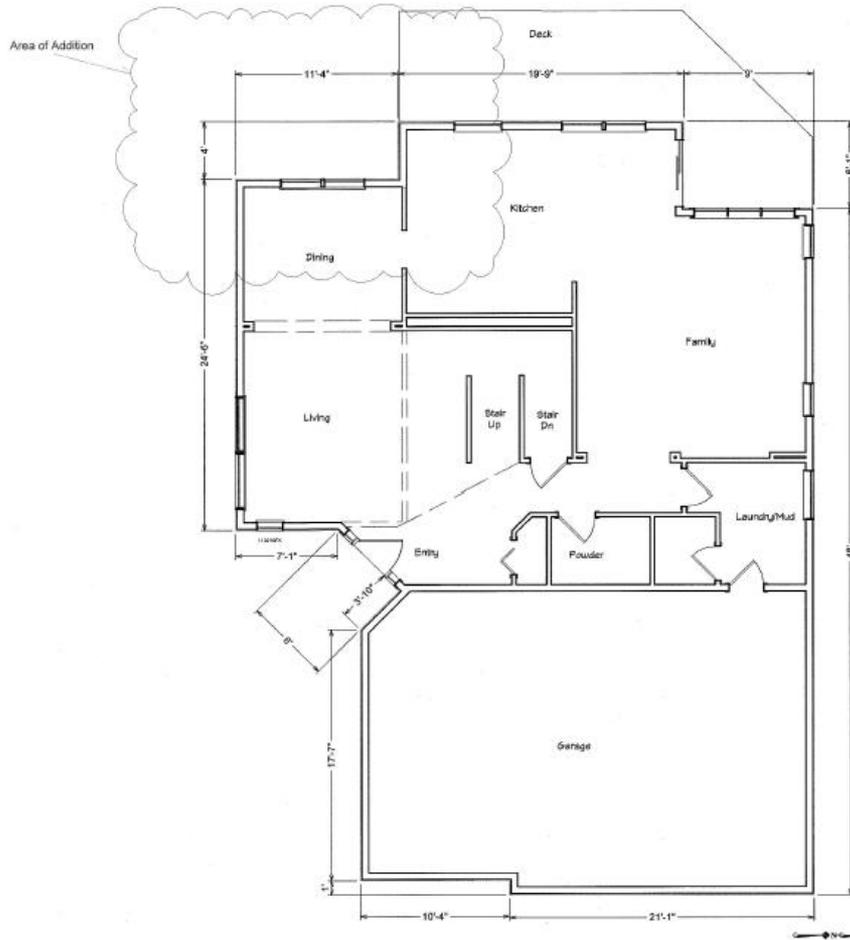
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## LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner Jr.*  
Catina Gobis  
Angela da Rocha  
David Shaikow

DATE: October 28, 2015

**AIROOM**   
ARCHITECTS - BUILDERS - REMODELERS  
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Existing 1st Floor

Scale: 3/16" = 1'-0"

Accepted: \_\_\_\_\_

SANTOS RESIDENCE DATE: 10.28.15

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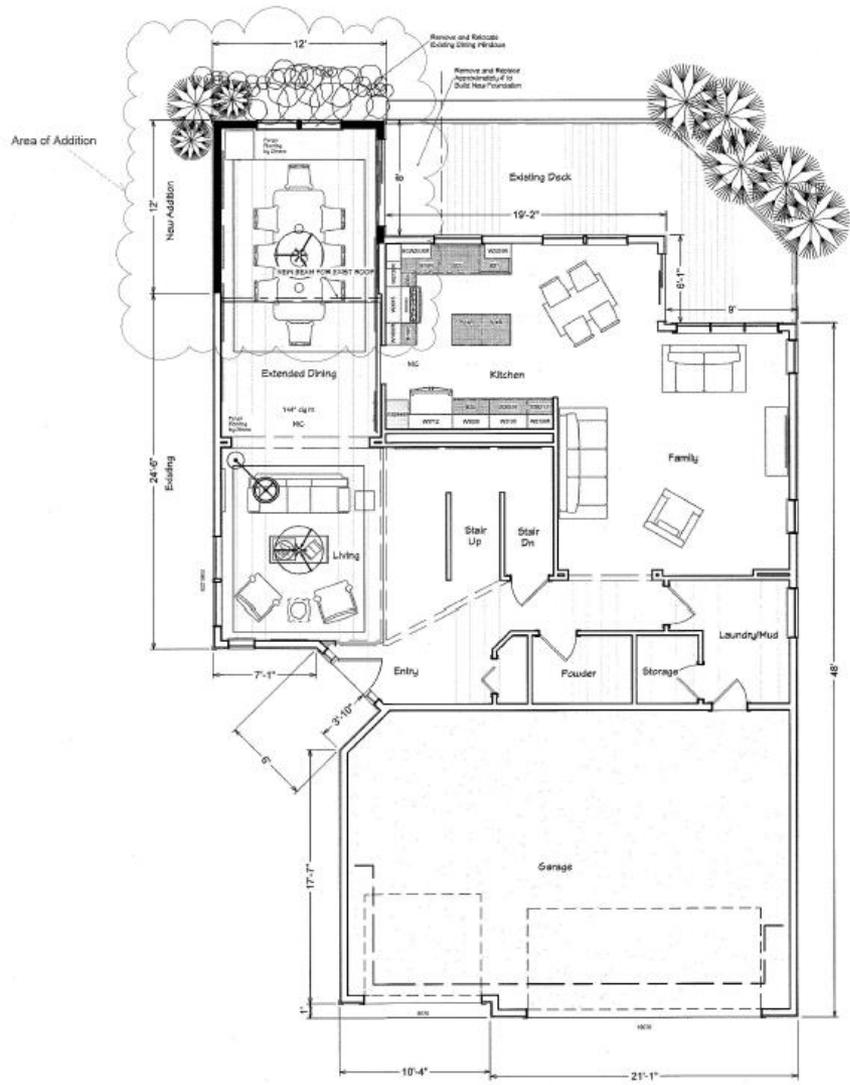
# SANTOS RESIDENCE

## LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner, Jr.*  
 Calina Gobis  
 Angela de Rocha  
 David Shaikow

DATE: October 28, 2015

**AIRROOM**   
 ARCHITECTS · BUILDERS · REMODELERS  
 SINCE 1958



Proposed 1st Floor

Scale: 3/16" = 1'-0"

Accepted: \_\_\_\_\_

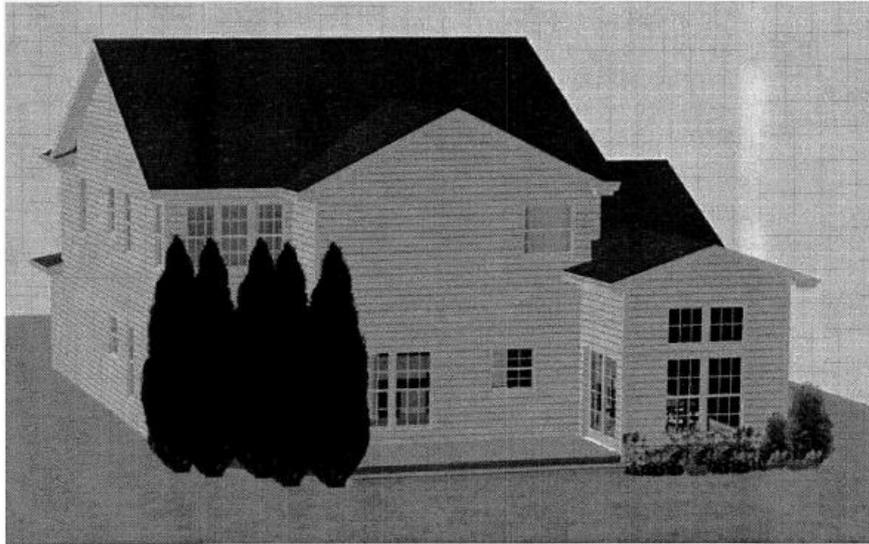
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# SANTOS RESIDENCE

## LAKE BLUFF, IL

DESIGNED BY: *Walker Bruckner & Co.*  
 Calina Gobis  
 Angela da Rocha  
 David Shalkow  
 DATE: October 28, 2015





SANTOS RESIDENCE DATE: 10.28.15

Accepted: \_\_\_\_\_

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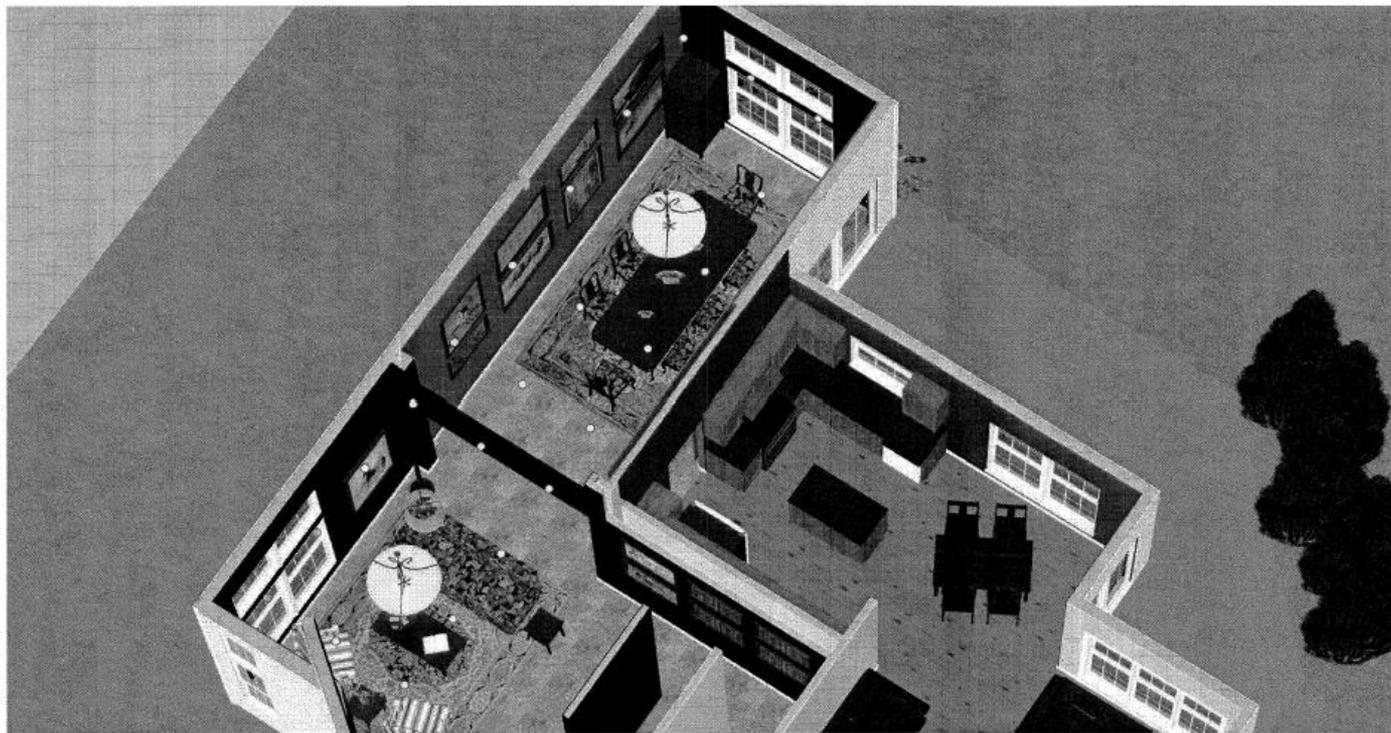
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## LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner, Jr.*  
Calina Gobis  
Angela da Rocha  
David Shalkow

DATE: October 28, 2015

**AIROOM**   
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# SANTOS RESIDENCE

---

## LAKE BLUFF, IL

DESIGNED BY: *Walter Bruckner Jr.*  
Calina Gobis  
Angela da Rocha  
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DATE: October 28, 2015

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- F&I      Furnish and Install
- TBD      To Be Determined, not included in proposal/contract at this time
- NIC      Not In Contract
- ETR      Existing To Remain

Notes:

Accepted: \_\_\_\_\_

SANTOS RESIDENCE      DATE: 10.28.15

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# SANTOS RESIDENCE

---

## LAKE BLUFF, IL

DESIGNED BY: *Walker Bruckner Jr.*  
 Calina Gobis  
 Angela da Rocha  
 David Shalkow

DATE: October 28, 2015



## VILLAGE OF LAKE BLUFF

### Memorandum

---

**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

**FROM:** Brandon J. Stanick, Assistant to the Village Administrator

**DATE:** July 15, 2016

**SUBJECT:** **Agenda Item #8** - 733 Ravine Avenue Request for Zoning Relief

---

<b>Applicant Information:</b>	Tanner and Marion Rice (Petitioner & Owner)
<b>Location:</b>	733 Ravine Avenue
<b>Existing Zoning:</b>	R-1 Zoning District
<b>Purpose:</b>	To remove existing wall, 7' in height, located along the perimeter of the property and construct a masonry wall, 5'7" in height, in the front yard, as well as construct a 6' high cedar fence along the westerly lot line.
<b>Requested Action:</b>	Seeking a zoning variation from the maximum height regulations for fences located in the front yard and side yard.
<b>Public Notice:</b>	<i>Lake County News Sun</i> – July 5, 2016
<b>Lot Area:</b>	143,744 sq. ft. (3.30 acres)
<b>Existing Land Use:</b>	Single-family residential
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Single-family residential and parkland</li><li>• East: Lake Michigan</li><li>• South: Ravine and single-family residential</li><li>• West: Single-family residential</li></ul>
<b>Comprehensive Plan Land Use Objectives:</b>	<ul style="list-style-type: none"><li>• Preserve the unique residential character of the area;</li><li>• Encourage rehabilitation &amp; control redevelopment in an orderly manner compatible with neighboring properties.</li></ul>
<b>Zoning History:</b>	<ul style="list-style-type: none"><li>• Ord. #2002-12: variation from the Bluff Regulations to allow the construction of a tram on the bluff.</li></ul>
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• <b>Section 10-8-2:</b> Residential Non-Conformities; and</li><li>• <b>Section 10-9-4:</b> Maximum Height of Fences.</li></ul>

---

## **Background and Summary**

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In June 2016 the Village received a zoning application from Tanner and Marion Rice (Petitioner), property owners of 733 Ravine Avenue (Property), seeking zoning relief to allow the construction of a masonry wall, 5'7" in height, along portions of the perimeter of the property, as well as construct a 6' high cedar fence along the westerly lot line (Project). The Project is part of a larger plan for the Property which also includes the construction of a new single-family house and a garden studio. According to the Petitioner, the Project will also involve the demolition of an existing stucco clad, wooden framed wall (7' in height), that is in poor condition, along the front and side yards of the Property.

## **Zoning Analysis**

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The existing wall is 7' in height and is an existing legal nonconformity as it was built prior to the adoption of the Zoning Code. Pursuant to Section 10-8-2C(9) of the Zoning Code:

*"Whenever a nonconforming use of land or a nonconforming use of a structure is discontinued for a period of 30 days, regardless of any intent to resume or not to terminate such use, such use shall be deemed abandoned and shall not thereafter be reestablished or resumed. Any subsequent use or occupancy of such land or structure shall comply with all regulations of the zoning district in which such land or structure is located."*

Pursuant to Section 10-9-4B, the maximum height of fences located in the front and side yards is as follows:

- **Front Yard:** 4'; and
- **Side Yard:** 6', with the exception that no fence shall be higher than 4' along that portion of the side yard that extends into the front yard.

The front yard setback on the Property is 30' (site plan corrected showing 30' setback line) and the Petitioner proposes to construct 30 linear feet of cedar fence in that portion of the side yard that extends into the front yard. The portion of the cedar fence located in the side yard that extends into the front yard is 6' in height and exceeds the maximum fence height regulations by 2' or a 50% variation. Additionally, the maximum height of fences located in the front yard is 4'. The proposed masonry wall is 5'7" in height and exceeds the maximum fence height regulations by 1'7" or a 39.58% variation.

The Petitioner has provided statements addressing the standards for variation in the attached zoning application. The PCZBA should consider if the Petitioner's statements and submitted materials satisfy the established standards for variation.

## **PCZBA Authority**

---

The PCZBA has the authority to:

- Recommend approval, approval with conditions or denial of the request for:
  - A 50.00% variation from the **maximum fence height regulations** to allow the construction of a 6' high cedar fence in that portion of the side yard that extends into the front yard of the Property, and

- A 39.58% variation from the **maximum fence height regulations** to allow for the construction of a 5'7" masonry wall in the front yard of the Property.

## **Recommendation**

---

Following the public hearing to consider the requested zoning relief, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information; or
- If more information is not required, vote to recommend approval, approval with conditions or denial of the request for:
  - A 50.00% variation from the **maximum fence height regulations** to allow the construction of a 6' high cedar fence in that portion of the side yard that extends into the front yard of the Property, and
  - A 39.58% variation from the **maximum fence height regulations** to allow for the construction of a 5'7" masonry wall in the front yard of the Property.

## **Attachments**

---

- Petitioner's zoning application and related material.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.

FEE PAID:   
 RECEIPT NUMBER:

DATE RECEIVED   
 BY VILLAGE:

**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD**

**SUBJECT PROPERTY**

Address: 733 Ravine Avenue Zoning District: R-1  
(Property address for which application is submitted)

Current Use: RESIDENTIAL  
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-21-402-013

**APPLICANT**

Applicant: Tanner & Marian Rice

Address: \_\_\_\_\_  
(Address if different than subject property)

Relationship of Applicant to Property: Owner  
(Owner, Contract Purchaser, Etc.)

Home Telephone: 312 933 9625 Business Telephone: 847 240 2174

**OWNER**

**Owner - Title Holder**

Name: Tanner Rice  
Address: 733 Ravine  
Lake Bluff  
Daytime Phone: 312 933 9625

**If Joint Ownership**

Joint Owner: Marian Rice  
Address: 733 Ravine  
Lake Bluff  
Daytime Phone: 847 254 4369

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- Corporation
- Land Trust
- Other: \_\_\_\_\_
- Partnership
- Trust

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes  No

If No, Explain: \_\_\_\_\_

## ACTION REQUESTED

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received at least 25 days prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: 10-9-4 SUBSECTION B  
"ALL OTHER RESIDENTIAL DISTRICTS FRONT YARD (4)"

Narrative description of request: REQUESTING A VARIANCE TO INSTALL  
A 25'7" WALL IN PLACE OF AN EXISTING 7' WALL IN THE  
FRONT YARD AND INSTALL A 6' FENCE ALONG THE WEST  
PROPERTY LINE INSIDE THE FRONT YARD SETBACK.  
40 LF OF FENCE IS INSIDE THE FRONT YARD SETBACK  
125 LF OF WALL IS INSIDE THE FRONT YARD SETBACK

## STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

### STANDARDS FOR VARIATIONS:

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

THE EXISTING WALL (7') IS IN POOR CONDITION WITH ROTTED FRAMING  
AND INADEQUATE FOUNDATION. IT WOULD BE IMPRACTICAL  
TO TRY AND REPAIR THE EXISTING WALL, IT SHOULD BE REMOVED  
AND REBUILT.

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

THE EXISTING 7' WALL IS HISTORIC TO THE PROPERTY. THE  
PROPERTIES LOCATION PROVIDES DIRECT ACCESS TO A PRIVATE  
BEACH. A SHORTER WALL WILL PROVIDE THE OPPORTUNITY  
FOR PEDESTRIAN TRAFFIC TO ENTER THE PROPERTY. THE 6'  
FENCE ON THE WEST LOT LINE WILL PROVIDE SAFETY FROM THE  
STEEP RAVINE AND ALSO HELP TO KEEP PEDESTRIAN TRAFFIC FROM  
TRYING TO ENTER THE PROPERTY.

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

NO SPECIAL PRIVILEGE WOULD BE GRANTED AS THIS WALL IS AN EXISTING HISTORIC STRUCTURE ON THIS PROPERTY.

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

THIS REQUEST DOES NOT VIOLATE THE INTENT OF THE CODE BECAUSE THE WALL IS EXISTING TO THE PROPERTY

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

THIS REQUEST WILL NOT INCREASE THE SIZE OR CHANGE THE LOCATION OF THE EXISTING WALL. IT IS BEING REPLACED TO ADDRESS SIGNIFICANT STRUCTURAL ISSUES.

#### STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

THE NEW WALL WILL BE LOCATED IN THE SAME PLACE AS THE EXISTING 7' WALL, THERE WILL BE NO CHANGE OR IMPACT TO THE ADJACENT PROPERTIES.

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

THE NEW WALL WILL BE LOCATED IN THE SAME PLACE AS THE EXISTING 7' WALL. THE 6' FENCE WILL PROVIDE SAFETY FROM THE STEEP RAVINE BUT WILL NOT IMPACT OR INTERFERE WITH USE OF THE SURROUNDING PROPERTIES.

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

THE WALL AND FENCE WILL NOT IMPACT ANY STREETS, PUBLIC UTILITIES, POLICE AND FIRE SERVICE, DRAINAGE, OR ANY OTHER PUBLIC SERVICES BECAUSE IT IS HISTORIC TO THE PROPERTY. THE EXISTING WALL NEEDS TO BE REPLACED DUE TO SIGNIFICANT STRUCTURAL ISSUES.

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

THE PROPERTY IS LOCATED AT THE END OF THE STREET AND WILL NOT ~~BY~~ AFFECT TRAFFIC IN ANY WAY. THE WALL WILL BE RECONSTRUCTED IN THE SAME LOCATION SO THERE WILL BE NO

5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

THE PROPOSED REQUEST WILL NOT DESTROY OR DAMAGE HISTORIC FEATURES. THE WALL HAS SIGNIFICANT STURTURAL ISSUES AND NEEDS TO BE REPLACED. THE NEW WALL WILL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING WALL.

**STANDARDS FOR TEXT AMENDMENTS**

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

**TEXT AMENDMENT GUIDING PRINCIPLES:**

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. The consistency of the proposed amendment with the purposes of this title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The community need for the proposed amendment and any uses or development it would allow:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICATION MATERIALS**

**LEGAL DESCRIPTION - MUST BE PROVIDED**

THE BUNTING HOMESTEAD, LAKE BLUFF, ILLINOIS  
BEING A SUBDIVISION OF LOT ONE BUNTING-CONSOLIDATION  
IN LAKE BLUFF AND THE WEST 3.00 FEET OF LOTS 1, 2, AND THE  
NORTH 9.46 FEET OF LOT 3 AND THE SOUTH 26.45 FEET OF THE  
NORTH 46.00 FEET OF SAID LOT 3 IN HARVEY AND MCCREA'S RESUBDIVISION  
IN FRACTIONAL SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF  
THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AS SAID "BUNTING-HOMESTEAD" ON MAY 1, 1923, AS DOCUMENT  
NO. 223345 IN BOOK "L" OF PLATS, PAGE 69, IN LAKE COUNTY, ILLINOIS

**Required\***

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

**Optional**

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

\*15 copies, no larger than 11x17, must be submitted

**SIGNATURES**

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

**Owner** Signature: [Signature] Date: 6/23/16

Print Name: Tanner Rice

**Applicant** Signature: [Signature] Date: 6/23/16

(if other than owner)

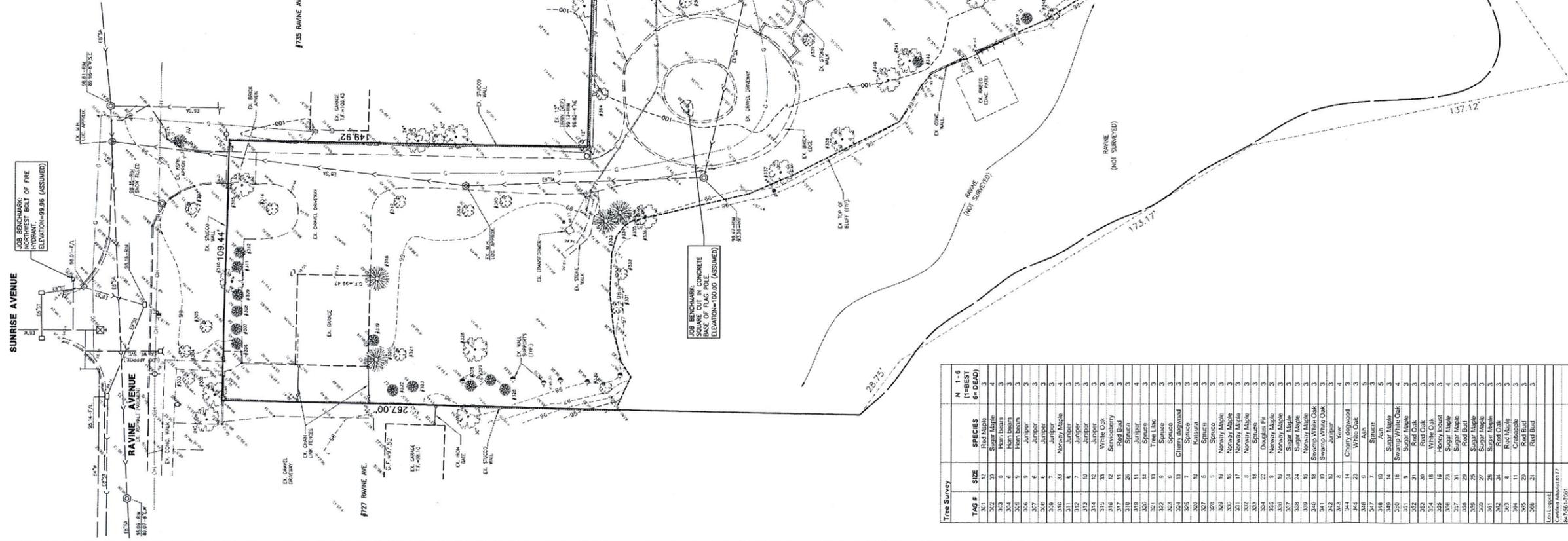
Print Name: Tanner Rice

**LEGAL DESCRIPTION**  
 THE BUNTING HOMESTEAD, LAKE BLUFF, ILLINOIS BEING A SUBDIVISION OF LOT ONE BUNTING CONSOLIDATION IN LAKE BLUFF AND THE WEST 2.00 ACRES BEING A SUBDIVISION OF THE WEST 2.00 ACRES BEING A SUBDIVISION OF SOUTH 38.45 FEET OF THE NORTH 48.00 FEET OF SAID LOT 3 IN HARVEY AND MCCREA'S RESUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 44 NORTH, RANGE 12E, COUNTY OF LAKE, ILLINOIS, AS SHOWN ON THE PLAT THEREOF RECORDED AS SAID "BUNTING HOMESTEAD" MAP IN LAKE COUNTY, ILLINOIS, TO THE PLAT THEREOF RECORDED AS SAID "BUNTING HOMESTEAD" MAP IN LAKE COUNTY, ILLINOIS, AS DOCUMENT NO. 223345 IN BOOK "L" OF PLATS, PAGE 89.



**NOTE:**  
 1. **Construction Traffic:** All construction related traffic to the site shall be via Ravine Avenue to Moffitt and either north on Moffitt to East Center Avenue and then westerly to the State Highway system or south on Moffitt Road to East Sheridan Road and then remain on the State Highway system. NO construction related vehicular traffic shall travel on Sunrise Avenue or any other village jurisdictional street with the exception of the portions of Ravine Avenue, Moffitt Road and E. Center Avenue as referenced herein.

**FOR DEMOLITION PLANS SEE SEPARATE SET OF PLANS**



Tree Survey	Tag #	Size	Species	N 1-6 (1=BEST 6=DEAD)
	202	10	Sugar Maple	3
	203	8	Hornbeam	3
	204	6	Hornbeam	3
	205	5	Hornbeam	3
	206	6	Juniper	3
	207	6	Juniper	3
	208	7	Juniper	3
	209	23	Norway Maple	4
	210	5	Juniper	3
	211	9	Juniper	3
	212	12	Juniper	3
	213	12	Juniper	3
	214	12	Juniper	3
	215	13	White Oak	3
	216	14	Sycamore	3
	217	14	Sycamore	3
	218	26	Strawberry	3
	219	11	Juniper	4
	220	14	Spice	3
	221	13	Iron Libe	3
	222	13	Iron Libe	3
	223	0	Spice	3
	224	13	Cherry Dogwood	3
	225	7	Spice	3
	226	18	Katzen	3
	227	18	Katzen	3
	228	5	Spice	3
	229	19	Norway Maple	3
	230	16	Norway Maple	3
	231	17	Norway Maple	3
	232	18	Norway Maple	3
	233	18	Norway Maple	3
	234	22	Doyle's Fr.	3
	235	9	Norway Maple	3
	236	19	Norway Maple	3
	237	19	Norway Maple	3
	238	24	Sugar Maple	3
	239	15	Norway Maple	3
	240	18	Norway Maple	3
	241	19	Swamp White Oak	3
	242	18	Swamp White Oak	3
	243	18	Swamp White Oak	3
	244	14	Cherry Dogwood	3
	245	23	White Oak	3
	246	5	Ash	3
	247	5	Ash	3
	248	10	Spice	3
	249	14	Sugar Maple	3
	250	18	Swamp White Oak	4
	251	9	Sugar Maple	3
	252	10	Sugar Maple	3
	253	20	Rod Oak	3
	254	18	White Oak	3
	255	19	Honey Locust	3
	256	23	Sugar Maple	4
	257	23	Sugar Maple	4
	258	20	Rod Oak	3
	259	25	Sugar Maple	3
	260	27	Sugar Maple	3
	261	28	Sugar Maple	3
	262	4	Rod Oak	3
	263	4	Rod Oak	3
	264	11	Caragana	3
	265	20	Rod Oak	3
	266	21	Rod Oak	3

**LEGEND**

- SPRINKLER
- SPRINKLER ELEVATION
- DECIDUOUS TREE W/DIA
- CONIFERUS TREE W/DIA
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- WATER SERVICE BOX
- WATER VALVE & VALVE
- FIRE HYDRANT
- UTILITY POLE
- LIGHT STANDARD
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- DITCH
- SWALE
- DIRECTION SURFACE DRAINAGE
- FENCE

*Ray R. Gelling PE*  
 SIGNATURE  
 DATE 12-18-15  
 EXPIRES 11-30-17



**GREENGARD, INC.**  
 ENGINEERS, SURVEYORS, PLANNERS  
 111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615  
 PHONE 847-634-3883 FAX 847-634-0887  
 E-MAIL 231@GREENGARD.COM ILL. REGISTRATION NO. 184-000895

SCALE 1" = 20'  
 SHEET NO. 61044  
 SHEET 1 OF 3

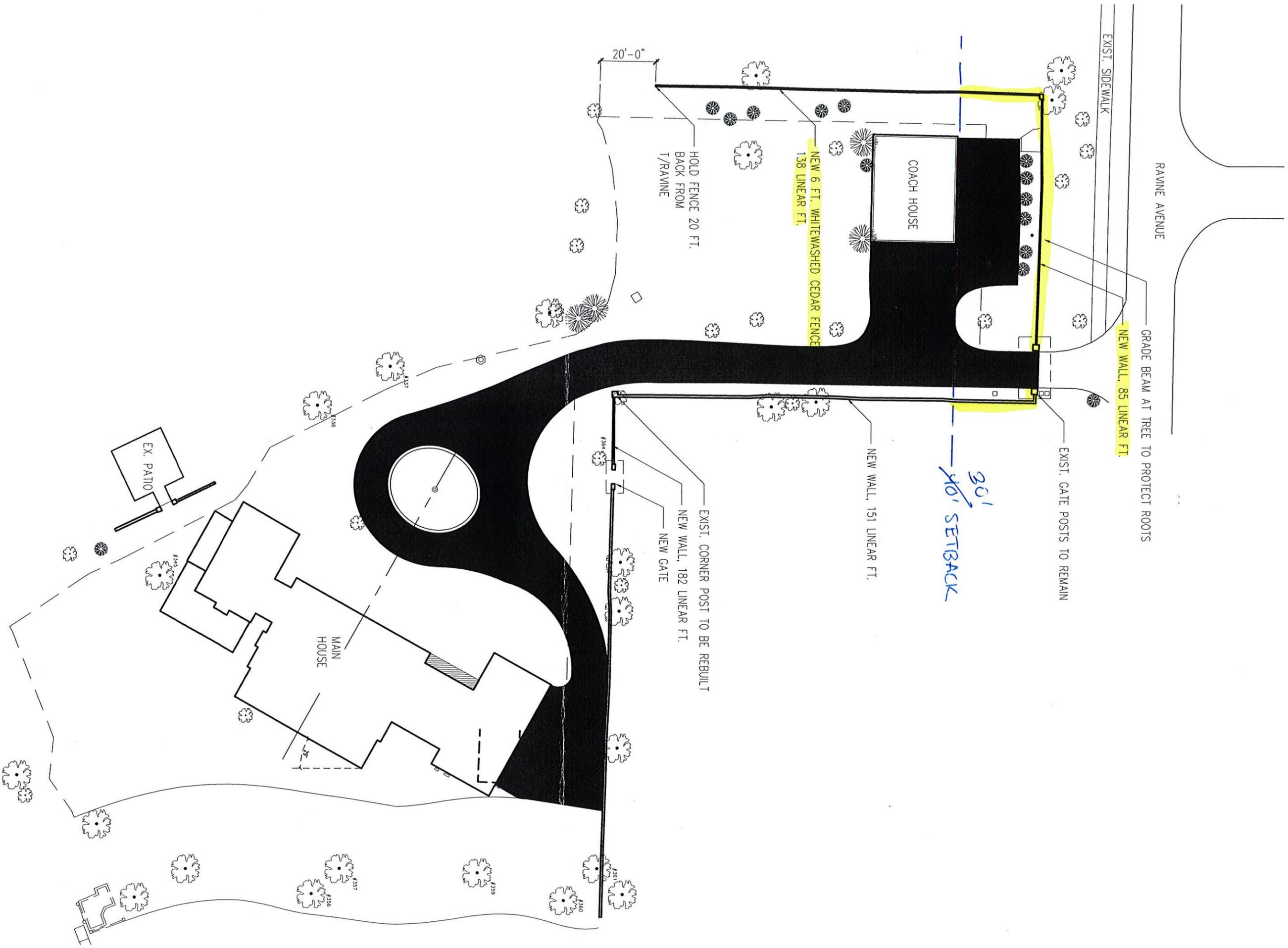
733 RAVINE AVENUE - LAKE BLUFF, IL  
 EXISTING TOPOGRAPHY

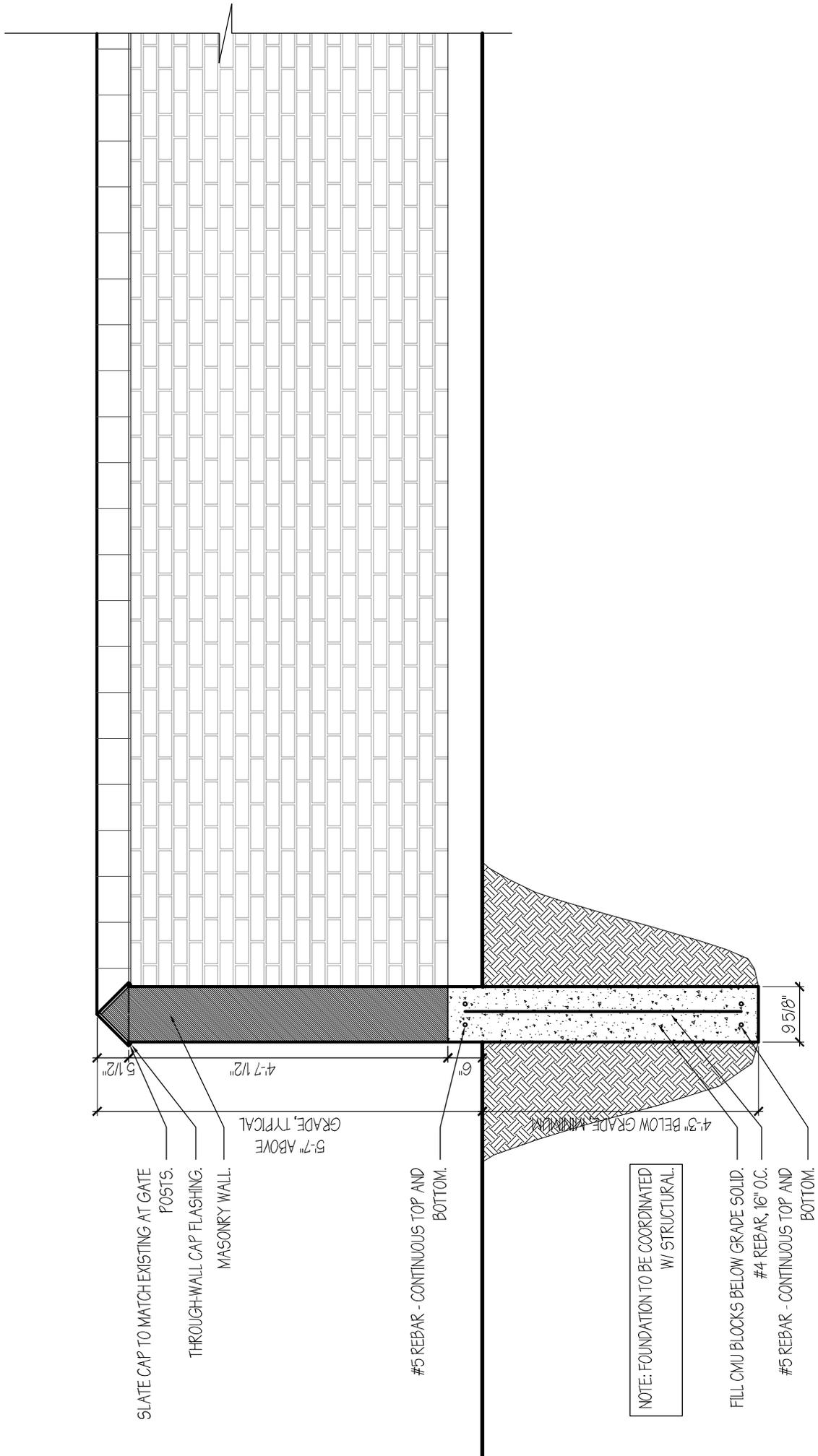
DATE 3-23-15  
 DATE 3-23-15  
 DATE 3-23-15

REVISED BY: [Blank]  
 APPROVED BY: [Blank]  
 DATE: [Blank]

Existing 7' wall at 733 Ravine Ave







5'-7" ABOVE GRADE, TYPICAL  
 4'-7 1/2"  
 5 1/2"

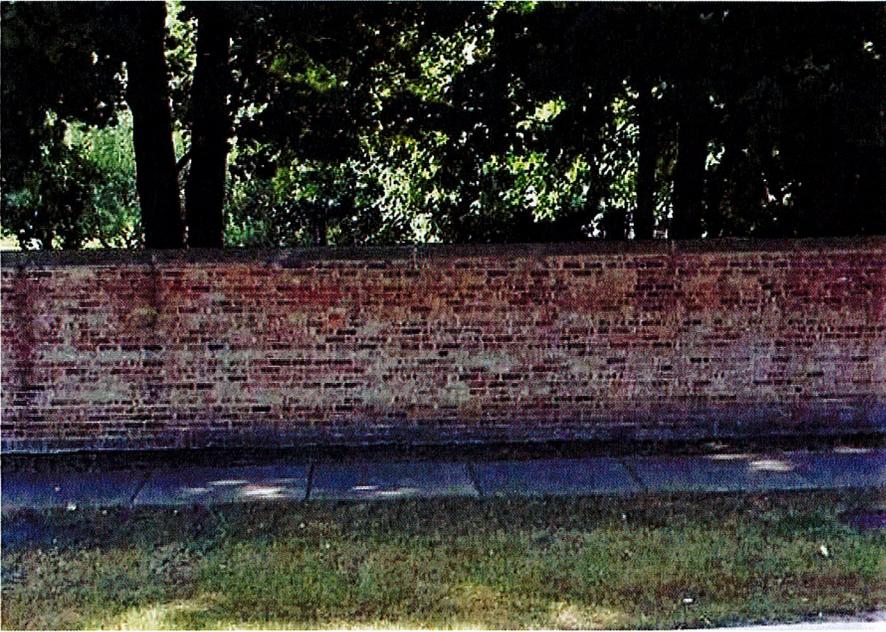
SLATE CAP TO MATCH EXISTING AT GATE POSTS.  
 THROUGH-WALL CAP FLASHING.  
 MASONRY WALL.

#5 REBAR - CONTINUOUS TOP AND BOTTOM.

NOTE: FOUNDATION TO BE COORDINATED W/ STRUCTURAL.

4'-3" BELOW GRADE MINIMUM  
 9 5/8"  
 FILL CMU BLOCKS BELOW GRADE SOLID.  
 #4 REBAR, 16" O.C.  
 #5 REBAR - CONTINUOUS TOP AND BOTTOM.

**LOOKOUT POINT PERIMETER WALL**



Example of proposed masonry wall.



Example of typical 6' cedar fence.

First American Title Insurance Company  
27775 Diehl Road, Warrenville, IL 60555  
Phone (877)295-4328 Fax (866)892-1147  
ALTA Commitment  
Schedule A

Reference:

Loan Number: 2500348860

File No.: 2755871

1. Effective Date: May 10, 2016

2. Policy or Policies to be issued: Amount:

a. ALTA Owner's Policy

\$0.00

Proposed Insured:

Marion S. Rice

b. ALTA Loan Policy

\$4,384,250.00

Proposed Insured:

*BMO Harris Bank*  
To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

✓ CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED OCTOBER 24, 2014 AND KNOWN AS TRUST NUMBER 8002366335

4. The mortgage and assignments, if any, covered by this Commitment are described as follows:

To Be Furnished

5. The land referred to in this Commitment is described as follows:

✓ THE BUNTING HOMESTEAD, LAKE BLUFF, LAKE COUNTY, ILLINOIS, BEING A SUBDIVISION OF LOT 1, BUNTING'S CONSOLIDATION IN LAKE BLUFF AND THE WEST 3 FEET OF LOTS 1, 2, AND THE NORTH 9.46 FEET OF LOT 3 AND THE SOUTH 36.54 FEET OF THE NORTH 46 FEET OF SAID LOT 3 IN HARVEY AND MC CREA'S RESUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUNTING HOMESTEAD RECORDED MAY 1, 1923, AS DOCUMENT 223345, IN BOOK "L" OF PLATS, PAGE 69, IN LAKE COUNTY, ILLINOIS.

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

✓ 733 Ravine Avenue  
Lake Bluff, IL 60044

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.**

**ALTA Commitment**

**Schedule B**

**Part I**

**File No.:** 2755871

**Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:**

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. General taxes and assessments for the year 2015, 2016 and subsequent years which are not yet due and payable.

Tax identification no.: 12-21-402-013

**Note for informational purposes 2015 taxes:**

- ✓ 1st Installment in the amount of \$35,961.01 with a status of PAID ✓ (Due Date June 02, 2016)
- ✓ 2nd Installment in the amount of \$35,961.02 with a status of DUE ✓ (Due Date September 02, 2016)

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

8. Mortgage recorded August 28, 2015 as document 7226007 made by CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED OCTOBER 24, 2014 AND KNOWN AS TRUST NUMBER 8002366335 to BMO HARRIS BANK N.A., to secure a note in the originally stated principal amount of \$4,384,250.00, and to the terms and conditions thereof.
9. Satisfactory evidence should be furnished of the payment in full of the cost of furnishing services, labor and materials in connection with any rehab or new construction improvements made on the land within two years of the date of this commitment. This evidence should consist of sworn contractors' and subcontractors' affidavits together with all necessary waivers of lien.  
By reason of: construction finance transaction

Note: Waivers must be submitted to our office at least 24 hours prior to closing for review. No waivers will be examined at the time of closing.

For clearance regarding new construction on this file, please contact the Construction Escrow Department.

NOTE for informational purposes: The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

**End of Schedule B - Part I**

**NL**

**CHAIN OF TITLE**

**ISSUED BY**

***First American Title Insurance Company***

**Attached to Commitment No. 2755871**

The Company insures the proposed insured under this commitment against loss or damage arising from any inaccuracy in the following assurances:

A search of the public record reflects the following deeds conveying the land as described in Schedule A in the 24 months prior to May 10, 2016:

Deed recorded 5/31/2013 as document number 6998247 from RICHARD U. DESCHUTTER, Grantor to RICHARD U. DESCHUTTER REVOCABLE TRUST AGREEMENT NO. 2, Grantee.

Deed recorded 1/6/2015 as document number 7160481 from RICHARD U. DESCHUTTER REVOCABLE TRUST AGREEMENT NO. 2, Grantor to TRUST NUMBER 8002366335, Grantee.

**No other deeds of conveyance appear in public records other than those stated herein for the 24 month period ending May 10, 2016.**

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

***First American Title Insurance Company***

**Dated: May 10, 2016**

*Patricia E. Weinstein*



**First American**

First American Title Insurance Company  
27775 Diehl Road  
Warrenville, IL 60555  
(877)295-4328

## **INCOMING DOMESTIC WIRE INSTRUCTIONS**

**Beware of cyber-crime!** If you receive an e-mail or any other communication that appears to be generated from a First American Title Insurance Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

**Funds from other than buyer or seller:** Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third party deposits not accompanied by appropriate instructions will be returned to the remitter.

**Funds from a U.S. Bank:** Funds should be wired from a bank within the United States. Notify our office at (877)295-4328 when you have transmitted your wire.

**Funds from a non-U.S. Bank:** If your funds are being wired from a non-U.S. bank, additional charges may apply. Contact our office for Incoming International Wiring Instructions.

**ACH Transfers are NOT wire transfers:** An ACH transfer is not immediately available funds and requires additional time for clearance. An ACH transfer cannot be accepted for an imminent closing. Acceptance of ACH transfers are subject to state law. Contact our office at (877)295-4328 prior to sending funds by ACH transfer.

Contact our office at (877)295-4328 when funds are sent.

PAYABLE TO: First American Title Insurance Company  
BANK: First American Trust, FSB  
ADDRESS: 5 First American Way, Santa Ana, CA 92707  
ACCOUNT NO.: 3023560000 (Chicago Metro IL)  
ROUTING NUMBER: 122241255

**PLEASE REFERENCE THE FOLLOWING:**

PROPERTY: 733 Ravine Avenue, Lake Bluff, IL 60044  
FILE NUMBER: 2755871

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**WIRES MAY BE RETURNED IF THE FILE NUMBER  
AND PROPERTY REFERENCE ARE NOT INCLUDED**



**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

***FIRST AMERICAN TITLE INSURANCE COMPANY***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B.

The Conditions, Requirements and Standard Exceptions on the next page.

This Commitment is not valid without Schedule A and Schedule B.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## CONDITIONS

### 1. DEFINITIONS.

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS.

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below  
or  
eliminate with our written consent any Exceptions shown in  
Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

## REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

## STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property..
- 4. Any lien, or right to lien, for services, labor, or other material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
- 6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.



*First American*

First American Title Insurance Company  
27775 Diehl Road  
Warrenville, IL 60555  
Phone: (877)295-4328  
Fax: (866)892-1147

## Order Confirmation

BMO Harris Bank, NA  
1200 Warrenville Road, 3rd Floor  
Naperville, IL 60563  
Fax No.:  
Attention: Kimberly Cokley

Date Received : 05/20/2016  
Order Number : 2755871  
Buyer : Marion S. Rice  
Seller :  
Property Address : 733 Ravine Avenue  
Lake Bluff, IL 60044  
Reference Number :

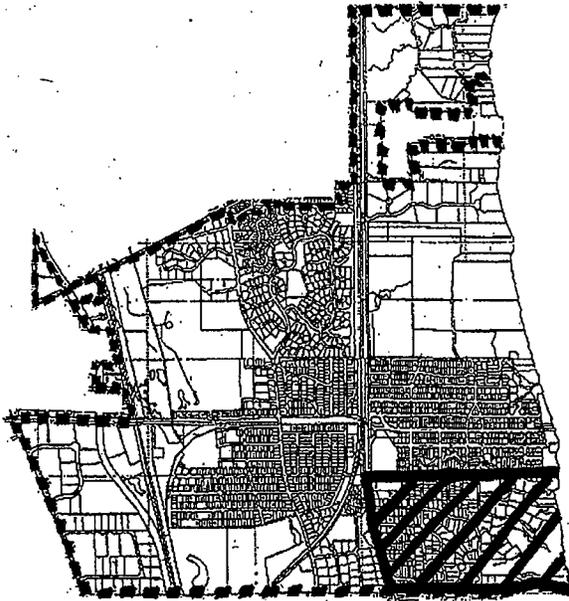
This is to confirm receipt of the above referenced application for a Title Product placed with  
**First American Title Insurance Company**  
Please refer to your order number when making inquiries regarding your order.

Illinois is a lender's agency closing state, as opposed to an escrow state. All payoffs and clearance material should be obtained by the attorney or lender/borrower.

Thank You for giving us the opportunity to serve you!

**Objective - Land Use Area 3**

- LU3. A) Preserve the unique residential character of the area.
- B) Encourage rehabilitation and control redevelopment in an orderly manner compatible with neighboring properties.



East of Sheridan Road, south of East Sheridan Place and south of Ravine Avenue.

**Policies - Land Use Area 3**

- LU3-1. Maintain the existing zoning classifications for the area considering the following special features:
- a) Develop an ordinance regulating development of properties near or in ravines. *See policy PO3-2.*
  - b) Inventory and then vacate and dispose of surplus public alleys.
  - c) Consider an ordinance pertaining to architectural preservation/conservation or historic district designation.
- LU3-2. Ensure that the development and redevelopment of the properties east of Moffett Road occurs in a manner that is compatible with neighboring land uses, through:
- a) Restricting curb cuts to encourage cul-de-sac development.
  - b) Encouraging natural buffers along Moffett Road. *See policy AD2-3.*
- LU3-3. Retain the public open space buffer areas adjacent to Sheridan Road.
- LU3-4. As a general policy, retain existing public rights-of-way throughout the Village. Inventory and categorize existing Village rights-of-way. Develop a process, standards and criteria for identifying rights-of-way which, if vacated, sold or otherwise disposed of, would not adversely impact the character of the Village.

## VILLAGE OF LAKE BLUFF

### Memorandum

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**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals

**FROM:** Brandon Stanick, Assistant to the Village Administrator

**DATE:** July 15, 2016

**SUBJECT: Agenda Item #9 - 311 E. Center Avenue Request for Zoning Relief**

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<b>Applicant Information:</b>	Helen F.S. Tunny (Petitioner & Owner)
<b>Location:</b>	311 E. Center Avenue
<b>Existing Zoning:</b>	R-4 Zoning District
<b>Purpose:</b>	To construct a detached garage in the rear yard.
<b>Requested Action:</b>	Seeking a zoning variation from the R-6 maximum gross floor area regulations and the R-6 maximum building coverage regulations.
<b>Public Notice:</b>	<i>Lake County News Sun</i> – July 2, 2016
<b>Lot Area:</b>	6,208 sq. ft.
<b>Existing Land Use:</b>	Single-family residential
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Single-family residential</li><li>• East: Single-family residential</li><li>• South: Single-family residential</li><li>• West: Single-family residential</li></ul>
<b>Comprehensive Plan Land Use Objectives:</b>	<ul style="list-style-type: none"><li>• Preserve the unique residential character of the area; and</li><li>• Encourage rehabilitation and control redevelopment of property in an orderly manner compatible with neighboring properties.</li></ul>
<b>Zoning History:</b>	Not applicable
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• <b>Section 10-5-6:</b> Maximum Gross Floor Area Regulations; and</li><li>• <b>Section 10-5-9:</b> Minimum Accessory Structure Side Yard and Rear Yard Setback Regulations.</li></ul>

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**Background and Summary**

On June 22, 2016 the Village received a zoning application from Helen F.S. Tunny (Petitioner), property owner of 311 E. Center Avenue (Property), to build a 440 sq. ft. detached two car garage, at a height of 16’8”, in the rear and side yards of the property (Project). The Project is located 2’ from the easterly interior side yard lot line and 3’ from the rear yard lot line. According to the Petitioner the proposed detached garage encroaches into the side and rear yard setbacks to provide for a much more navigable entry into both garage stalls.

**Zoning Analysis**

Pursuant to Section 10-5-9C of the Zoning Code the minimum accessory structure setback from the interior lot line and the rear lot line is 5’. The existing shed (133 sq. ft.) will be removed and a detached two car garage will be constructed in the southeast corner of the Property. As proposed, the construction of the garage (440 sq. ft.) will encroach into the easterly interior side yard setback by 3’ and encroach into the rear yard setback by 2’. The floor area of the garage will not count toward the total gross floor area if the requested zoning relief from the minimum accessory structure setback regulations is granted. By granting the requested zoning relief the garage would be classified as conforming.

Additionally, pursuant to Section 10-5-6 the maximum gross floor area permitted on the Property is 2,483.20 sq. ft. (0.4 x 6,208) and the existing floor area is 2,982 sq. ft. The Property is classified as legal nonconforming as it was built prior to the adoption of the Zoning Code (pursuant to Section 10-8-2C(9)). The floor area on the Property is comprised of the two story principal structure, stoops, deck and steps, as well as the shed. The Petitioner proposes to demolish the existing deck and steps (463.50 sq. ft.), as well as the shed (133 sq. ft.).

**Should the PCZBA vote to recommend granting the zoning relief from the minimum accessory structure setback regulations, Staff recommends the PCZBA to also consider a condition requiring the Petitioner to remove the existing deck/steps in addition to the planned demolition of the shed. This condition would not necessitate zoning relief from the maximum gross floor area regulations as shown below:**

**MAXIMUM FLOOR AREA COVERAGE (in sq. ft.)**

Maximum Allowed		Existing		Proposed*		Total*	
Lot Size:	6,208.00	1 <sup>st</sup> floor:	1,170.25			1 <sup>st</sup> floor:	1,170.25
Floor Area:	2,483.20	2 <sup>nd</sup> floor:	1,170.25			2 <sup>nd</sup> floor:	1,170.25
		Deck/Stoops:	509.00	W/O Deck:	-463.50	Deck/Stoops:	45.50
		Shed:	133.00	W/O Shed:	-133.00	Shed:	0.00
		Garage:	0.00	Garage:	0.00 <sup>^</sup>	Garage:	0.00 <sup>^</sup>
		Total:	2,982.50	Total:	-596.00	Total:	2,386.50

\* Shed & deck are excluded from the calculations as Petitioner has advised, pursuant to the application, they will be removed.

<sup>^</sup> New detached garage would not count toward floor area should the requested zoning relief to encroach into the rear and side yard setbacks be granted.

Village Staff has conducted the required zoning analysis and confirms the Project, with the exception of the standards identified below is in compliance with the Zoning Code:

**MINIMUM ACCESSORY STRUCTURE SETBACKS (in feet)**

Total Interior Side Lot Line Encroachment: 3.00 ft. or 60% variation

Total Rear Lot Line Encroachment: 2.00 ft. or 40% variation

<b>Minimum Required</b>	<b>Existing Encroachment (Shed)</b>	<b>Proposed Encroachment (Garage)</b>
Interior Side Lot Line Setback: 5.00	Interior Side Lot Line: 3.27	Interior Side Lot Line: 3.00
Rear Lot Line Setback: 5.00	Rear Lot Line: 2.46	Rear Lot Line: 2.00

The Petitioner has provided statements addressing the standards for variation in the attached zoning application. The PCZBA should consider if the Petitioner’s statements and submitted materials satisfy the established standards for variation.

**PCZBA Authority**

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The PCZBA has the authority to:

- Recommend the Village Board approve with conditions or deny the request for:
  - A 60.00% variation from the **minimum accessory structure interior lot line setback regulations** and
  - A 40% variation from the **minimum accessory structure rear lot line setback regulations** to allow for the construction of a two car detached garage (440 sq. ft.), that is 16’8” in height, in the southeast corner of the Property.

**Recommendation**

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Following the public hearing to consider the requested zoning relief, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information; or
- If more information is not required, vote to recommend the Village Board approve with conditions or deny the request for:
  - A 60.00% variation from the **minimum accessory structure interior lot line setback regulations** and
  - A 40% variation from the **minimum accessory structure rear lot line setback regulations** to allow for the construction of a two car detached garage (440 sq. ft.), that is 16’8” in height, in the southeast corner of the Property.

**Attachments**

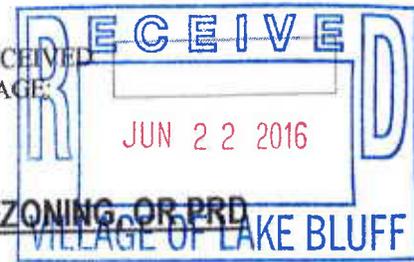
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- Petitioner’s zoning application and related material.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.

FEE PAID:   
RECEIPT NUMBER:

DATE RECEIVED:   
BY VILLAGE:



**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING OR PRD**

**SUBJECT PROPERTY**

Address: 311 E CENTER AVE Zoning District: \_\_\_\_\_  
(Property address for which application is submitted)

Current Use: RESIDENTIAL  
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: 12-21-121-002

**APPLICANT**

Applicant: NEAL GERDES

Address: 1102 WILSHIRE LANE  
(Address if different than subject property)

Relationship of Applicant to Property: ARCHITECT  
(Owner, Contract Purchaser, Etc.)

Home Telephone: (847) 638-8025 Business Telephone: (847) 356-8025

**OWNER**

Owner - Title Holder	If Joint Ownership
Name: <u>HELEN F. S. TUNNEY</u>	Joint Owner: _____
Address: <u>311 E CENTER AVE</u>	Address: _____
<u>LAKE BLUFF, IL 60044</u>	_____
Daytime Phone: <u>847.234.5242</u>	Daytime Phone: _____

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- Corporation
- Land Trust
- Other: \_\_\_\_\_
- Partnership
- Trust

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?  
 Yes       No      If No, Explain: \_\_\_\_\_

**ACTION REQUESTED**

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received **at least 25 days** prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Narrative description of request: SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS**

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

**STANDARDS FOR VARIATIONS:**

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

~~SEE ATTACHED~~ N/A

5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

~~SEE ATTACHED~~ N/A

### STANDARDS FOR TEXT AMENDMENTS

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

### TEXT AMENDMENT GUIDING PRINCIPLES:

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. **The consistency of the proposed amendment with the purposes of this title:**

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2. **The community need for the proposed amendment and any uses or development it would allow:**

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3. **The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

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3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

SEE ATTACHED

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

SEE ATTACHED

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

SEE ATTACHED

#### STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

SEE ATTACHED N/A

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

SEE ATTACHED N/A

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

SEE ATTACHED N/A

## APPLICATION MATERIALS

### LEGAL DESCRIPTION - MUST BE PROVIDED

PARCEL 1 LOTS 18 & 19 IN BLOCK 4 IN THE ORIGINAL PLAT OF THE VILLAGE OF LAKE BLUFF, A SUBDIVISION OF THE SOUTHEAST PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 15, 1877, AS DOCUMENT 16918, IN BOOK "A" OF PLATS, PAGE 95, IN LAKE COUNTY, ILLINOIS AND PARCEL 2 RECORDED SEPTEMBER 1, 1928 AS DOCUMENT 323801 IN LAKE COUNTY, ILLINOIS

#### Required\*

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

#### Optional

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

\*15 copies, no larger than 11x17, must be submitted

## SIGNATURES

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

Owner

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Applicant

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(if other than owner)

Print Name: \_\_\_\_\_



# LakeCounty

FROM THE OFFICE OF: DAVID B. STOLMAN, LAKE COUNTY COLLECTOR

Make Checks Payable to: LAKE COUNTY COLLECTOR

1ST INSTALLMENT  
PAYMENT COUPON  
RETURN WITH PAYMENT

# 1

12-21-121-002

12-21-121-002



HELEN F S TUNNEY, TRUSTEE  
311 E CENTER AVE  
LAKE BLUFF IL 60044-2505



Taxes Due on or before 6/2/2016  
**\$6,511.73 DUE**

122112100200000000651173201518

Tax Bills are mailed to the taxpayer of record,  
even if your Lender is responsible for payment.

00009443

Name Change

↓ TEAR HERE ↓



# LakeCounty

FROM THE OFFICE OF: DAVID B. STOLMAN, LAKE COUNTY COLLECTOR

Make Checks Payable to: LAKE COUNTY COLLECTOR

2ND INSTALLMENT  
PAYMENT COUPON  
RETURN WITH PAYMENT

# 2

Tax Year 2015  
12-21-121-002

Tax Bills are mailed to the taxpayer of record,  
even if your Lender is responsible for payment.

12-21-121-002

Taxes Due on or before 9/2/2016  
**\$6,511.73 DUE**

122112100200000000651173201527

HELEN F S TUNNEY, TRUSTEE  
311 E CENTER AVE  
LAKE BLUFF IL 60044-2505

# 2-15

For information on exemptions, contact your local assessor

Name Change

↓ TEAR HERE ↓

Property Location: 311 E CENTER AVE  
LAKE BLUFF  
Legal Description: VILLAGE OF LAKE BLUFF; LOTS 18 & 19 & VAC 20 FT N  
& ADJ BLOCK 4

Pin Number 12-21-121-002  
Tax Year 2015  
Tax Code 10011  
Acres 0.00

Taxing Body	Rate	Current Amount	Change From Prior Year
COUNTY OF LAKE	0.531816	\$1,001.21	115.92
COUNTY OF LAKE PENSION	0.130992	\$246.61	31.59
VIL OF LAKE BLUFF	0.423269	\$796.85	62.89
VIL OF LAKE BLUFF LIBRARY	0.169796	\$319.66	25.84
VIL OF LAKE BLUFF PENSION	0.191213	\$359.98	30.29
ROAD AND BRIDGE-SHIELDS	0.032154	\$60.53	7.22
LAKE BLUFF PARK DIST	0.441989	\$832.10	75.44
LAKE BLUFF PARK DIST PENSION	0.062466	\$117.60	10.44
LAKE BLUFF MOSQUITO ABATEMENT	0.014512	\$27.32	2.60
LAKE BLUFF SCHOOL DISTRICT #65	2.692468	\$5,068.94	712.71
LAKE BLUFF SCHOOL DISTRICT #65 PENSION	0.052911	\$99.61	-20.47
COLLEGE OF LAKE COUNTY #532	0.299388	\$563.64	70.20
LAKE FOREST HIGH SCHOOL DISTRICT #115	1.361602	\$2,563.40	312.77
LAKE FOREST HIGH SCHOOL DISTRICT #115 PENSION	0.047659	\$89.73	5.71
NORTH SHORE WATER RECLAMATION DISTRICT	0.165631	\$311.82	38.72
FOREST PRESERVE	0.196682	\$370.27	47.13
FOREST PRESERVE PENSION	0.011242	\$21.16	5.73
CEN LK COUNTY JOINT ACTION WATER AGENCY	0.054057	\$101.77	11.64
TOWNSHIP OF SHIELDS	0.035540	\$66.91	7.31
TOWNSHIP OF SHIELDS PENSION	0.002308	\$4.35	0.48
<b>TOTALS</b>	<b>6.917695</b>	<b>\$13,023.46</b>	<b>\$1,554.16</b>

Land Value	\$72,326
+ Building Value	\$121,937
x State Multiplier	1
= Equalized Value	\$194,263
+ Farm Land and Bldg Value	
+ State Assessed Pollution Ctrl	
+ State Assessed Railroads	
= Total Assessed Value	\$194,263
- Fully Exempt	
- Senior Freeze	
- Home Improvement	
- General Homestead	\$6,000.00
- Senior Homestead	
- Disabled / Veterans	
- Returning Veterans	
= Taxable Valuation	\$188,263
x Tax Rate	6.917695
= Real Estate Tax	\$13,023.46
+ Special Service Area	
+ Drainage	
= Total Current Year Tax	\$13,023.46
+ Omitted Tax	
+ Forfeited Tax	
<b>= TOTAL TAX BILLED</b>	<b>\$13,023.46</b>
Fair Market Value	\$582,789
1st Installment Due 6/2/2016	\$6,511.73
2nd Installment Due 9/2/2016	\$6,511.73

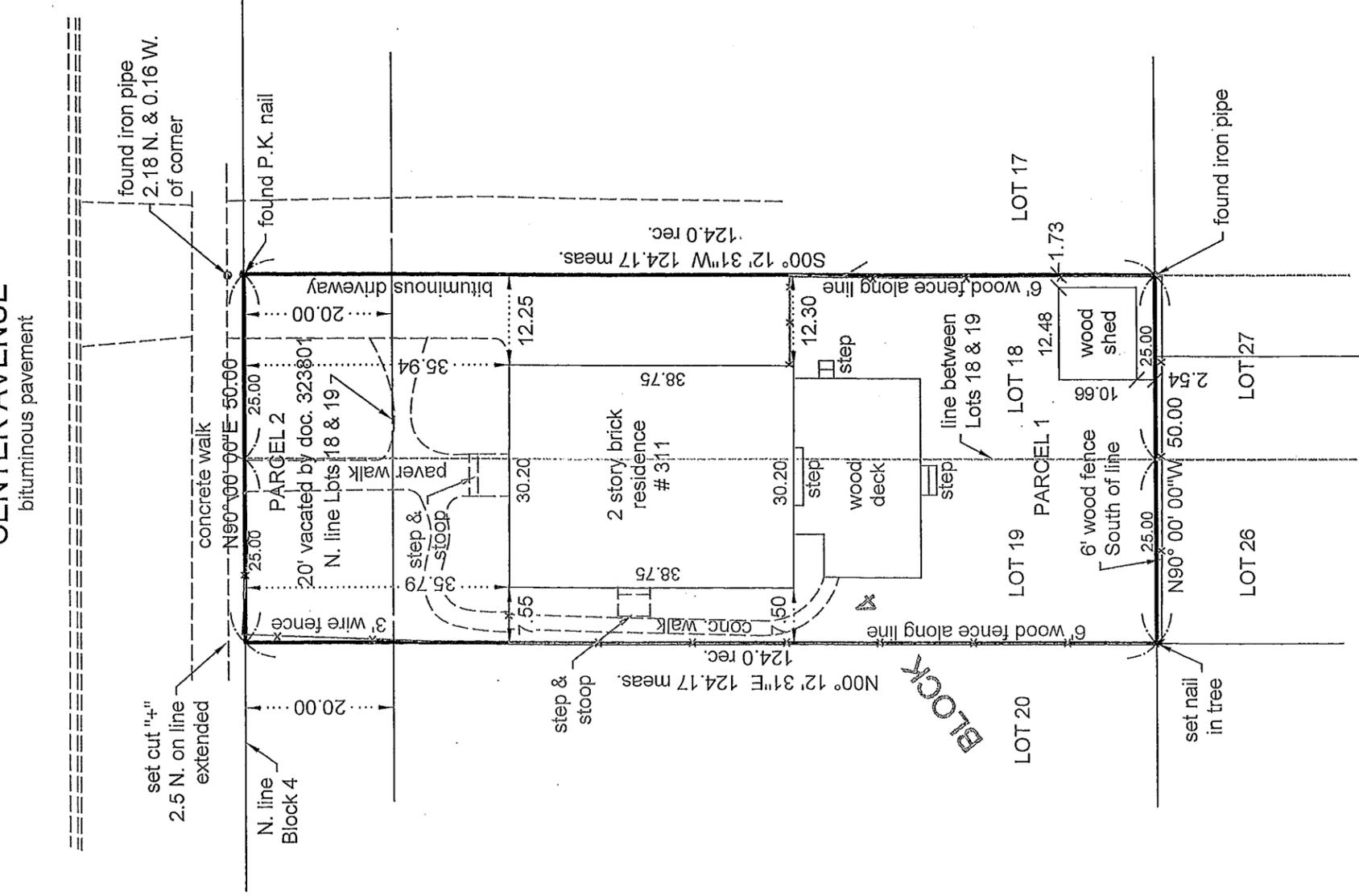
# PLAT OF SURVEY

PARCEL 1: LOTS 18 AND 19 IN BLOCK 4 IN THE ORIGINAL PLAT OF THE VILLAGE OF LAKE BLUFF, A SUBDIVISION OF THE SOUTHEAST PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1877, AS DOCUMENT 16918, IN BOOK "A" OF PLATS, PAGE 95, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE 20.0 FOOT VACATED STRIP OF LAND LYING NORTH OF AND ADJOINING LOTS 18 AND 19 BLOCK 4 IN THE ORIGINAL PLAT OF THE VILLAGE OF LAKE BLUFF ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS AS DOCUMENT 16918 SAID STRIP VACATED BY THE VILLAGE OF LAKE BLUFF ORDINANCE AS RECORDED SEPTEMBER 1, 1928, AS DOCUMENT 323801, IN LAKE COUNTY, ILLINOIS.

TOTAL AREA = 6,208 S.F.

**CENTER AVENUE**  
bituminous pavement



PLAT IS VOID IF IMPRESSED SEAL DOES NOT APPEAR

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

NOTE: ONLY THOSE BUILDING LINES OR EASEMENTS SHOWN ON THE RECORDED SUBDIVISION PLAT ARE SHOWN HEREON; CHECK LOCAL ORDINANCES BEFORE BUILDING. COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

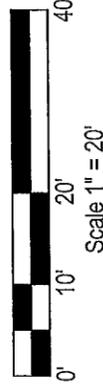
ON BEHALF OF BLECK ENGINEERING CO., INC., I, JACK R. BLECK, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE ABOVE CAPTION WAS SURVEYED AND STAKED BY ME, OR UNDER MY DIRECTION, AND THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT LAKE FOREST, ILLINOIS, THIS 27TH DAY OF JUNE A.D., 2016.

BY *Jack R. Bleck*  
REGISTERED ILLINOIS LAND SURVEYOR NO. 3591

exp. 11/30/16

ABBREVIATIONS:  
m. or meas. = measured  
r. or rec. = record  
CB = chord bearing  
CH = chord length  
L = arc length  
N = North  
S = South  
E = East  
W = West  
S.F. = square feet



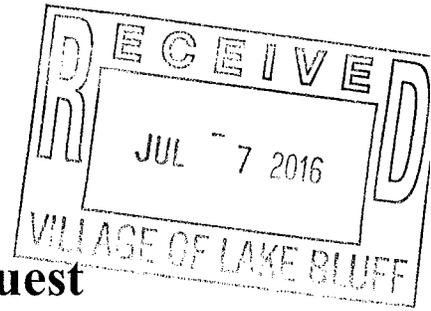
Project No. 60-276

**BLECK**

engineers | surveyors

Bleck Engineering Company, Inc.  
1375 North Western Avenue  
Lake Forest, Illinois 60045

T 847.295.5200 F 847.295.7081  
www.bleckeng.com



## 311 Center Street Variance Request

### Narrative

Helen Tunney has lived at 311 Center Street in Lake Bluff for 30 years and has been living with the inconvenience of not having a garage. To rectify this situation Helen and Kim are planning to build a new two-car detached garage in the southeast corner of their property.

The location of their current home, curb cut and driveway on their 50' wide lot dictate the location of this new garage. The reason for this variance request stems from the length of their lot (124.07'), distance from the house to the new garage, and the required turning radius into their garage door from their driveway. If current setback codes are enforced for this new garage, it would be very difficult to successfully maneuver a car down their driveway and into the west garage stall. Similarly, a car planning to park in the east stall will need to veer sharply westward to align with this space. See site plan #1.

We ask that the 5'-0" east garage setback line be reduced to 2'-0" and that the rear 5'-0" setback line be reduced to 3'-0" to allow for a much more navigable entry into both garage stalls. See site plan #2.

We feel that our unique circumstances (house size and location, lot width and depth) create a situation where our only choice is to request this variance. If granted, we feel that the area immediately surrounding our residence will not be negatively affected and the potential for future damage to cars and buildings and injuries to people will be minimized.

An existing storage shed will be removed to make room for this garage and the existing 30" high wood deck will be removed as well to allow for a new paver patio.

**1. Practical Difficulty or Hardship**

If the Zoning Ordinance was strictly applied, the entrance into this new garage would be hazardous to both the car entering the garage and the southeast corner of residence.

**2. Unique Physical Condition**

The lot width of 50' along with the lot depth of 124.07' and the location and size of the existing home combine to create a situation where locating a garage within the zoning setbacks is not practically feasible.

**3. Special Privilege**

We are not asking for any special privilege and only ask that entrance to this garage be safe for everyday use. Any lot of this size with a home located as ours is would have similar concerns and requests.

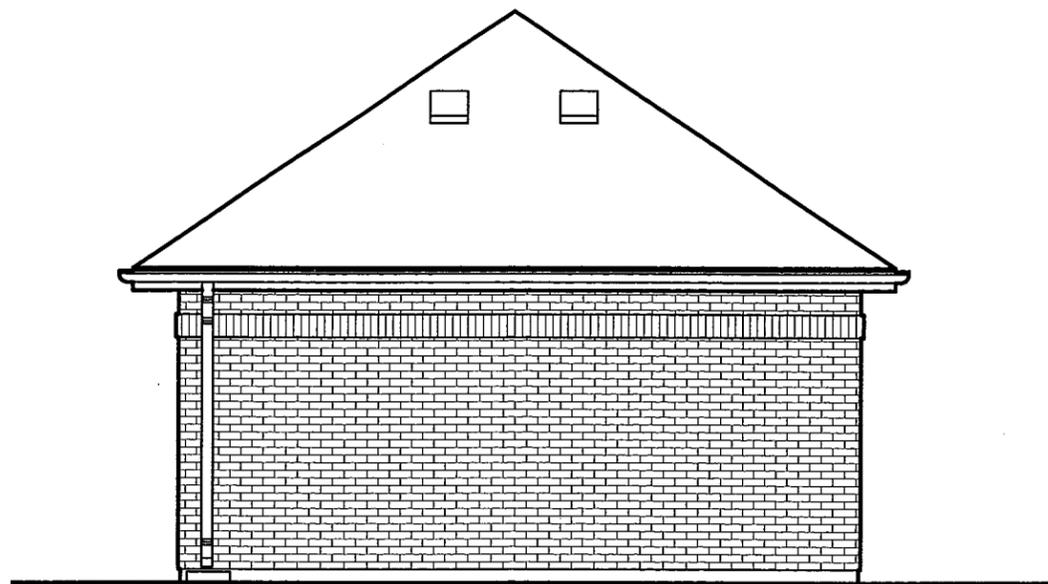
**4. Code purposes**

We believe the intent of the code is to prevent garages from creating an imposing presence for neighboring lots. In this case, our garage will be directly adjacent to the neighbor's garage, presenting no real effect on the use of their back yard.

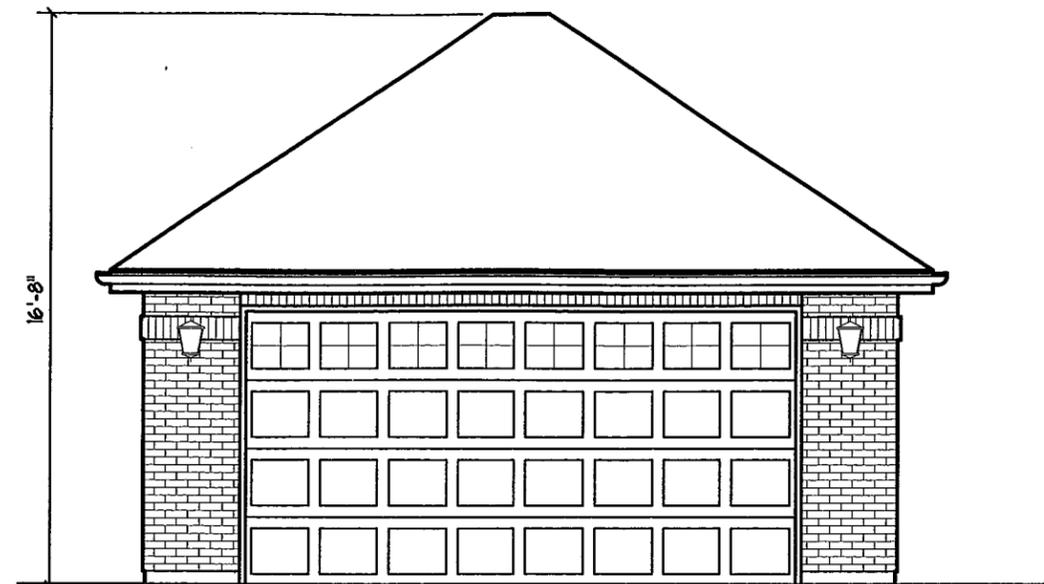
**5. Public Health and Safety**

If this variance is allowed, public health and safety will not be negatively affected. In fact potential safety issues will be avoided. The supply of light and air to adjacent properties will not be negatively affected. Traffic congestion will not be affected. Fire hazards will not be increased. Property values in the immediate area will not be affected. Public comfort, morals, and welfare will not be affected.

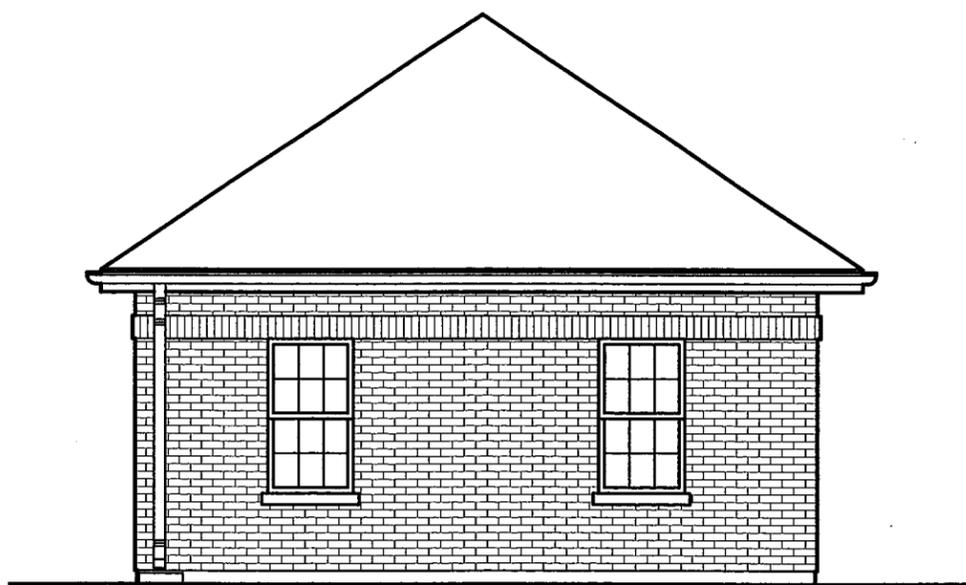




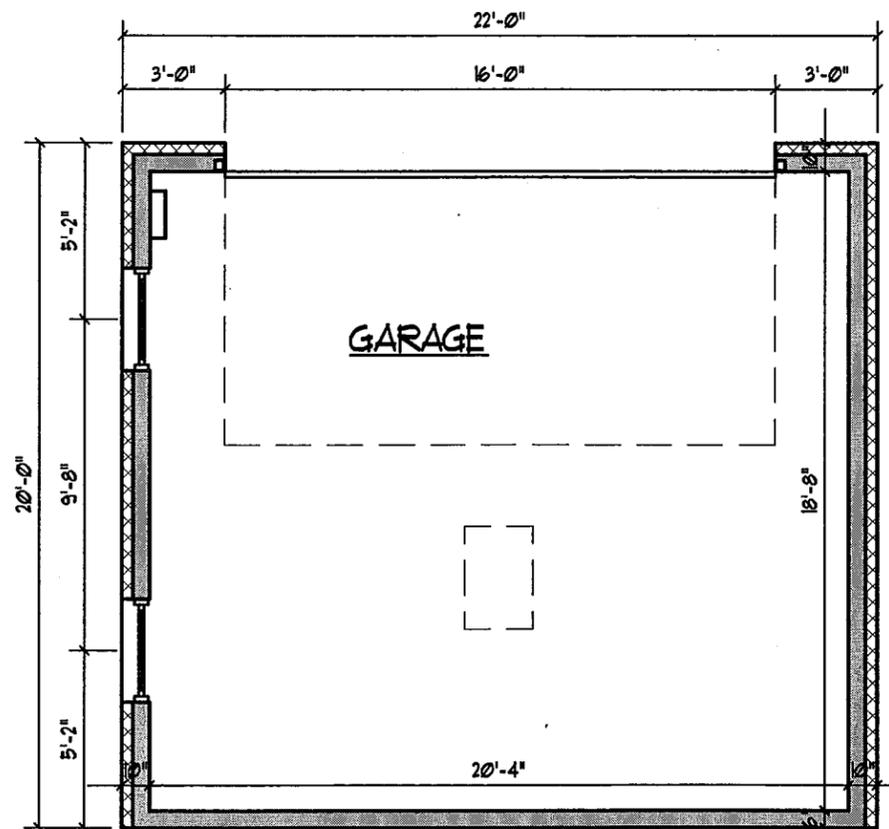
PROPOSED GARAGE EAST ELEV.



PROPOSED GARAGE FRONT ELEV.



PROPOSED GARAGE WEST ELEV.



PROPOSED GARAGE PLAN

NO.	REVISION DESCRIPTION	INITIAL	DATE

DATE: 6/22/16

DRAWN: NUG

CHECKED: NUG

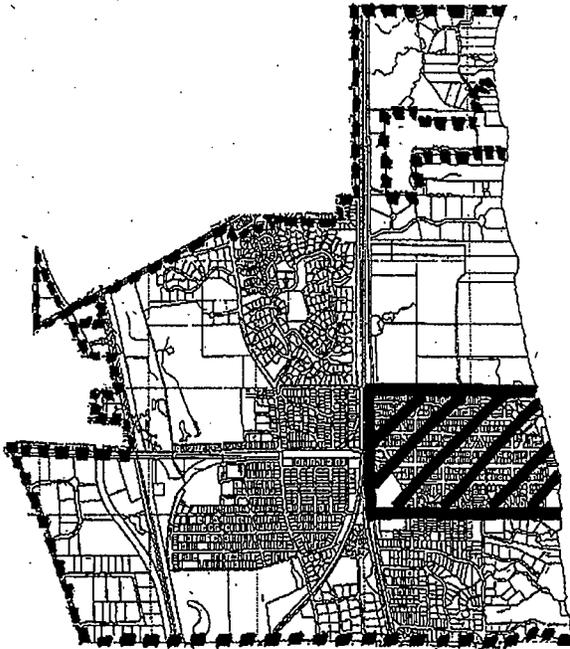
PROJ. NO.: 1601

G-1

SHEET NO.:

**Objectives - Land Use Area 2**

- LU2. A) Promote orderly redevelopment of the Central Business District.  
B) Preserve the unique residential character of the area.  
C) Encourage rehabilitation and control re-development of property in an orderly manner compatible with neighboring properties.



East of Sheridan Road, north of East Sheridan Place and Ravine Avenue and south of Blodgett Avenue.

**Policies - Land Use Area 2**

- LU2-1. Pursue a comprehensive review of the Central Business District as a Special Study Area. The future land use map outlines the proposed area. A moratorium on changes in use, or significant alterations to existing structures and/or uses, should be considered as part of a Special Study of the Central Business District. The Study should be completed within one year of the adoption of the Plan. See "Economic Development" for a map of the study area. See policies ED1-1 and H3-2.
- LU2-2. Maintain the existing zoning classifications for the area considering the following special features:
- a) Develop an ordinance regulating development of properties near or in ravines. See policy PO3-2.
  - b) Inventory and then vacate and dispose of surplus public alleys.
  - c) Consider an ordinance pertaining to architectural preservation/conservation or a historic district designation.
- LU2-3. Review the creation of, and subsequent rezoning to, a public use zoning classification where appropriate.
- LU2-4. Retain, and expand as possible, the open space buffer areas along Sheridan Road, outside of the Central Business District.
- LU2-5. As a general policy, retain existing public rights-of-way throughout the Village. Inventory and categorize existing Village rights-of-way. Develop a process, standards and criteria for identifying rights-of-way which, if vacated, sold or otherwise disposed of, would not adversely impact the character of the Village.

**VILLAGE OF LAKE BLUFF**

**Memorandum**

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**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals  
**FROM:** Brandon Stanick, Assistant to the Village Administrator  
**DATE:** July 15, 2016  
**SUBJECT:** **Agenda Item #10** - Physical Fitness Facility Special Use Permit Request for 960 North Shore Drive, Unit #6

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<b>Applicant Information:</b>	Lyft Health and Fitness, LLC (Petitioner)
<b>Location:</b>	960 North Shore Drive, Unit #6
<b>Requested Action:</b>	Request for a special use permit
<b>Public Notice:</b>	<i>Lake County News Sun</i> – July 5, 2016
<b>Existing Zoning:</b>	Light Industry District (L-1)
<b>Purpose:</b>	Request for a special use permit to operate a physical fitness facility at 960 North Shore Drive, Unit #6 located in the L-1 District.
<b>Tenant Space:</b>	8,200 sq. ft.
<b>Existing Land Use:</b>	L-1 District – multi-tenant building with office and service uses
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Office and Warehouse</li><li>• East: Office</li><li>• South: Retail Garden Center</li><li>• West: Auto Dealer</li></ul>
<b>Comprehensive Plan Land Use Objective:</b>	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
<b>Zoning History:</b>	<b>Ord. #2012-24:</b> SUP to operate a carpet and upholstery cleaning facility ( <i>no longer operational</i> ); and <b>Ord. #2014-17:</b> SUP to operate a dog daycare, boarding and grooming facility.
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• Section 10-4-2E: Special Use Permits</li></ul>

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## **Background and Summary**

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On June 24, 2016 the Village received a zoning application from Lyft Health and Fitness, LLC (Petitioner) requesting a Special Use Permit (SUP) to allow the operation of a physical fitness facility at 960 North Shore Drive, Unit #6. The Petitioner currently operates the business in Lake Forest at 825 S. Waukegan Road (Sunset Foods development).

## **Zoning Analysis**

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The Petitioner will operate a physical fitness facility in a multi-tenant building mainly comprised of office and service uses. According to the Petitioner, the physical fitness services are provided in small groups (10 to 15 people). Also, in addition to small group training, the Petitioner provides personal training, specialty training, sport specific training and youth athletic training. The Petitioner states as part of the submittal the 2,000 sq. ft. of space will be used for gym equipment and 3,300 sq. ft. for an indoor turf field. The remaining space will be used as a reception area, athlete lounge and offices.

According to the Petitioner's materials the hours of operation are:

<b>Hours of Operation:</b>
From 5:30 a.m. to after 6:30 p.m. throughout the week.

It is unclear from the application materials when the fitness facility closes Monday through Friday and on Saturday.

Staff anticipates that, due to the nature of the business, deliveries to the building will be minimal, if any.

The Petitioner indicates parking for clients will be made available on the north side of the lot. The building is 33,399 sq. ft. in size. Required parking in the L-1 Zoning District for production, assembly and office uses is 1 space per 600 sq. ft. of floor area (or 54 spaces) and there are 55 spaces available.

There will be minimal impact to public utilities as adequate water and sewer services are currently available. Sanitation service will be provided by the property owner's contractor.

Village Staff does not anticipate any irregular police and/or fire service impacts.

The PCZBA may recall its consideration earlier this year of a request from Vlad's Gym, Inc. for a SUP to operate a physical fitness facility at 910 Sherwood Drive, Unit #23 (ordinance attached). The Village Board granted the SUP with the following conditions:

- The facility shall be operated solely for the purpose of conducting individual personal training sessions for no more than two clients at one time using the nature and type of equipment generally described in the application. The premises shall not be used for any other physical fitness services, including without limitation group classes; and
- The facility may be open for business during the following hours: Monday through Friday: 5:00 a.m. to 12:00 p.m. and 4:00 p.m. to 7:00 p.m., Saturday 6:00 a.m. to

12:00 p.m., unless otherwise approved by the Village Board of Trustees by resolution duly adopted.

The limited number of clients reflects the personal training service offered by Vlad's Gym, Inc.

The Petitioner has provided statements addressing the standards for special use permits in the attached zoning application. The PCZBA should consider if the Petitioner's statements and submitted materials satisfy the established standards for special use permits.

### **PCZBA Authority**

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The PCZBA has authority to:

- Recommend the Village Board approve, approve with conditions or deny the request for:
  - a SUP to operate a physical fitness facility at 960 North Shore Drive, Unit #6.

### **Recommendation**

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Following the public hearing to consider the requests, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information.
- If more information is not required, vote to recommend the Village Board approve, approve with conditions or deny the request for:
  - a SUP to operate a physical fitness facility at 960 North Shore Dr., Unit #6.

### **Attachments**

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- Petitioner's zoning application and related material.

If you should have any questions concerning the information provided in this memorandum, please feel free to contact me at 847-283-6889.

FEE PAID:   
RECEIPT NUMBER:

DATE RECEIVED:   
BY VILLAGE:   
JUN 24 2016  
VILLAGE OF LAKE BLUFF

**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRD**

**SUBJECT PROPERTY**

Address: 960 North Shore Dr. Zoning District: L-1  
(Property address for which application is submitted)  
Current Use: Industrial Warehouse  
(Residential, Commercial, Industrial, Vacant, Etc.)  
PIN Number: 12-19-401-019

**APPLICANT**

Applicant: Lyft Health and Fitness  
Address: 825 S. Waukegan Rd, Lake Forest  
(Address if different than subject property)  
Relationship of Applicant to Property: Prospective Tenant  
(Owner, Contract Purchaser, Etc.)  
Home Telephone: 847-217-8857 Business Telephone: \_\_\_\_\_

**OWNER**

<b>Owner - Title Holder</b>	<b>If Joint Ownership</b>
Name: <u>Ted Brown</u>	Joint Owner: _____
Address: <u>523 E. Scranton Ave.</u>	Address: _____
<u>Lake Bluff, IL, 60044</u>	_____
Daytime Phone: <u>847-436-1237</u>	Daytime Phone: _____

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- Corporation
- Land Trust
- Other: \_\_\_\_\_
- Partnership
- Trust

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?

Yes       No      If No, Explain: \_\_\_\_\_

**ACTION REQUESTED**

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received at least 25 days prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: N/A

Narrative description of request: See attached -

**STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS**

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

**STANDARDS FOR VARIATIONS:**

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

None

Complies with permitted use

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

None

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

None

Permitted use

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

None

Permitted use

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

None

### STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

The majority of our business takes place before and after work hours. (5:30 am, 6:30 am, 8:30 am, 4:30 pm, 5:30 pm, 6:30 pm.) Our classes are limited to 10-15 people. The clients will park in the back of the building or use the parking spots assigned to us.

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

Since most of our classes take place before/after work hours, we will not hinder or interfere with other properties. We have no deliveries or service trucks. Our classes use music but we have restaurant quality speakers that direct noise down. Being in a retail location currently, these have been successful.

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

Being a service oriented company, our traffic will be contained to non-business hours for the most part. We have minimal use of any public facilities beside the streets and intersections our clients will use to get to classes.

4. **No Traffic Congestion:** Describe how the proposed use will not cause undue traffic and traffic congestion.

As stated before, most of our business is done before or  
after traditional work hours - Our classes are  
capped at 10-15 people so our impact on traffic  
congestion will be minimal.

5. **No Destruction of Significant Features:** Describe how the proposed use will not destroy or damage natural, scenic or historic features.

Our business will have no impact or destruction  
of significant features.

**STANDARDS FOR TEXT AMENDMENTS**

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

**TEXT AMENDMENT GUIDING PRINCIPLES:**

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. **The consistency of the proposed amendment with the purposes of this title:**

N/A

2. **The community need for the proposed amendment and any uses or development it would allow:**

N/A

3. **The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:**

N/A

**APPLICATION MATERIALS**

**LEGAL DESCRIPTION - MUST BE PROVIDED**

*See attached*

**Required\***

- Plat of survey including legal description.
- Evidence of title to property for which relief is sought or written documentation of contractual lease.
- Scale site plan showing building locations and dimensions.
- Scale site plan showing addition, new construction, modification, etc.
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment.
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

**Optional**

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

\*15 copies, no larger than 11x17, must be submitted

**SIGNATURES**

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. **The owner must sign the application.**

**Owner**      Signature: *Ted Brown*      Date: 06/27/16

Print Name: Ted Brown

**Applicant**      Signature: *Andrea Brown*      Date: 6/27/16  
(if other than owner)

Print Name: Andrea Brown

## Description of Request:

Lyft Health and Fitness is a boutique fitness center owned and operated by Lake Forest resident, Andrea Brown. Lyft currently operates out of Lake Forest, Illinois and is located in the Sunset Foods Shopping Complex at 825 S. Waukegan Road, Unit C-1. Lyft has been in business for three years and has a loyal customer base of over 100 members.

In our facility, we primarily run small group (10 people or less) fitness classes from the hours of 5:30am-6:30pm. (See attached schedule of classes). In addition to small group training, we also provide personal training, specialty training, sport specific training, and youth athletic training.

Our goal is to be able to expand our program offerings, reduce our overall expenses and positively impact more people in our community by moving to the facility in Lake Bluff located at 960 North Shore Drive. We believe that the facility in Lake Bluff will offer the residents of Lake Bluff an amazing opportunity to improve their health and fitness in a convenient, clean, economical and motivating setting.

The majority of our client base consists of residents of Lake Forest and Lake Bluff with most people falling between the ages of 35-55 years old. Most of our clients attend classes in the morning before work, during their lunch break or after work during evening times.

Therefore, our impact on surrounding businesses is minimal with regards to parking and traffic flow since most of our business takes place before and after regular business hours. The facility at 960 North Shore Drive has adequate parking in the front of the building, as well as the back of the building to accommodate our clients.

The facility at 960 North Shore Drive will consist of 5300 square feet of useable warehouse space that will house our gym equipment (2000 sq/ft) and an indoor turf field (3,300sq/ft). We will use contracted coaches to utilize the facility to offer other types of programs during the hours we are not conducting group classes in order to increase utilization of the facility and offer additional fitness programs for the people of Lake Forest/Lake Bluff.

The office space will be used for administrative purposes, as well as to meet with clients. We will have a client reception area complete with a refrigerator, coffee station and water cooler. There will be comfortable seating in both the lobby area and athlete lounge. Our intention is to make each clients' experience incredible from the moment they walk through the doors until they finish their workout.

We embrace the opportunity to continue to grow our business by moving to Lake Bluff. The facility at 960 North Shore Drive will allow us to do that. We look forward to enhancing the Lake Bluff business community by making our community fitter, healthier and better than ever.



# Weekly Schedule

Schedule Subject to Change

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:30 a	CrossFit	CrossFit	CrossFit	CrossFit	CrossFit	9:00 a Team
6:30 a	CrossFit	CrossFit	CrossFit	CrossFit	CrossFit	10:00 a Open Gym
8:30 a	CrossFit	CrossFit	CrossFit	CrossFit	CrossFit	
9:30 a	✘	✘	✘	✘	✘	
11:00 a	✘	✘	✘	CrossFit	✘	
12:00 p	CrossFit	CrossFit	CrossFit	CrossFit	Open Gym	Sunday
4:30 p	✘	✘	✘	✘	CrossFit	8:00 a Lyft Off
5:30 p	CrossFit	CrossFit	CrossFit	CrossFit	✘	9-10:30 a Open Gym
6:30 p	Lyft Off	Fundamentals	Lyft Off	Fundamentals	✘	

\*InBody Scan, Small Group Training, & Personal Training available by Request

\*Open Gym times posted monthly

**Legal Description**

**LOTS 15 AND 16 IN UNIT 2 IN UNIT NO.(S) 1, 2, 3, 4, 5, 6, IN NORTH SHORE DRIVE INDUSTRIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 15 AND 16 OF NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, BEING A SUBDIVISION OF LOT "A" IN NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE UNIT 1, LOCATED IN PARTS OF SECTIONS UNIT 2, RECORDED AS DOCUMENT NO. 1416589 ON APRIL 7, 1969 AND LYING IN PARTS OF SECTION 19 AND 20, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF UNIT 2 OF NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, RECORDED APRIL 7, 1969 AS DOCUMENT 1416589, IN BOOK 46 OF PLATS, PAGE 43 IN THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 3816213, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN LAKE COUNTY, ILLINOIS PIN: 1219401-003.**

ADDRESS: 960-970 North Shore Drive **PERMANENT INDEX NO.:**

Lake Bluff, Illinois **12-19-401-014**

**12-19-401-015**

**12-19-401-016**

**12-19-401-017**

**12-19-401-018**

**12-19-401-019**

**LEASE BETWEEN  
TCI PROPERTIES, and LYFT Health and Fitness**

DATE OF LEASE: June 20<sup>th</sup> 2016

LEASE TERM: Beginning: September 1 2016  
Ending: August 31<sup>st</sup> 2019

TENANTS: LYFT Health and Fitness  
960 North Shore Drive  
Lake Bluff, Illinois 60044

LYFT MONTHLY BASE RENT:	<u>Period</u>	<u>Monthly Rent*</u>
	September 1, 2016 to August 31 2017	\$7,719.00
	Build out as outlined 2.5% annual increases September 1, 2017 to August 31 2018 September 1, 2018 to August 31 2019	

\*CAM and TAXES are included at the base amount of \$2.32 psf

DUE DATE: The first day of each month of the Lease Term. Mail to the Landlord address below.

SECURITY DEPOSIT: TOTAL \$7700.00

PREMISES: Unit No. 6 of North Shore Drive Industrial Condominium  
960 North Shore Drive  
Lake Bluff, Illinois 60044

The space will be improved by the landlord see attached rider.

Landlord will have the HVAC units serviced and make sure all mechanical items are in working order. Thereafter, Para. 10 shall apply.

PURPOSE: Athletic Training; or any use permitted by law that is acceptable to Landlord.

SIZE OF PREMISES: 8,200 sq. ft.

TENANT'S SHARE: 21.6 %

LANDLORD:

TCI Properties, LLC  
523 East Scranton Ave.  
Lake Bluff, Illinois 60044

ELETRICAL SERVICE:

3 Phase 240V and at least 400 AMP

**1. RENT.** Tenant shall pay Landlord (or Landlord's agent) as rent for the Premises the Monthly Base Rent on each Due Date during the Lease Term at Landlord's address stated above or such other address as Landlord may designate in writing. Any Monthly Base Rent paid more than five days after the Due Date shall incur a late payment charge, payable along with said Monthly Base Rent, of \$10.00 for each day after such five-day grace period until said Monthly Base Rent is paid in full.

**2. CONDITION AND UPKEEP OF PREMISES.** Tenant has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Landlord, or Landlord's agent, prior to or at the execution of this Lease that are not herein expressed. Tenant, at Tenant's sole expense, shall (i) keep the Premises, including all appurtenances thereto, in good repair; (ii) replace all broken glass with glass of the same size and quality as that broken; (iii) replace all damaged plumbing fixtures with others of equal quality; and (iv) keep the Premises, including adjoining alleys, if any, in a clean and healthful condition in compliance with all ordinances, codes, rules, regulations, statutes or other laws applicable to the Premises from time to time (herein referred to collectively as "Premises Laws") and all lawful requirements of all governmental authorities with jurisdiction over the Premises. Upon the termination of the Lease for any reason, Tenant shall yield up the Premises to Landlord in good condition and repair, loss by fire and ordinary wear and tear excepted, and shall deliver the keys therefor at the place of payment of the rent.

**3. PARKING 960.** Tenant shall have the right to use, in common with other tenants, the driveway and parking areas located behind the Premises, and shall have the exclusive use of (4) designated parking spots located in front of the Premises. Tenant shall not permit any vehicles to be parked outside of parking areas. Tenant shall not permit any outside storage or the parking of inoperative vehicles on the driveway or parking areas.

**4. TENANT RESTRICTIONS.** Tenant shall not, without the prior written consent of Landlord, (i) use the Premises or allow them to be used for any purpose other than the Purpose specified herein; (ii) load floors with machinery or goods beyond the floor load rating prescribed by any Premises Laws; (iii) allow the Premises to be occupied, in whole or in part, by any other person or entity; (iv) sublet the Premises or any part thereof; (v) assign the Lease or any part thereof; (vi) permit any transfer by operation of law of Tenant's interest in the Premises acquired through the Lease; (vii) permit the Premises to be used for any purpose that (a) is unlawful; (b) injures the reputation of the Landlord or the Premises; (c) increases the fire hazard of the Premises; or (d) disturbs the other tenants or the neighborhood; (viii) permit the Premises to remain vacant or unoccupied for more than ten consecutive days; (ix) allow any signs, cards or placards to be posted or placed on the Premises (except that Tenant may, at any time or times and without Landlord's prior approval, post one or more signs, cards or placards not exceeding, in the aggregate, 6 square feet on the inside of Tenant's front plate glass window); or (x) permit any alteration of or addition to the Premises.

**5. MECHANICS LIENS.** Tenant shall not permit any mechanics lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Tenant shall promptly take all necessary steps, including payment of the lien claim if necessary, to obtain a full and recordable release of the lien. If default in obtaining such release shall continue for more than 30 days after written notice thereof from Landlord to Tenant, Landlord may, at Landlord's option, pay the lien claim or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent immediately due and payable from Tenant to Landlord upon Tenant's receipt of a bill therefor.

**6. INDEMNITY.** Each of Tenant and Landlord (each an "Indemnitor") covenants and agrees to defend, indemnify and hold the other ("Indemnitee") harmless from and against any and all penalties, charges, losses, costs, damages or expenses, including reasonable attorneys' fees, arising out of or incident to any (i) violation of any Premises Laws occasioned by the neglect or willful conduct of Indemnitor or those holding under Indemnitor; (ii) accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever and arising out of the act or omission of Indemnitor; or (iii) failure of Indemnitor in any respect to comply with and perform all the requirements and provisions of the Lease.

**7. LIMITATION OF LIABILITY.** Except as provided by Illinois statute, Landlord shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or any building or improvement thereon, nor for any damage occasioned by water, snow or ice in the parking lot, walks or floors or upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**8. WATER, GAS AND ELECTRICITY.** Tenant shall pay, in addition to the rent above specified, all water, gas and electricity (collectively, "Utilities") bills taxed, levied or charged on the Premises, for and during the Lease Term. If any Utilities shall not be paid by Tenant when due, Landlord shall have the right to pay the same, and such costs shall be so much additional rent immediately due from and payable by Tenant to Landlord upon Tenant's receipt of a bill therefor.

**9. TAXES AND OPERATING EXPENSES:** Real estate taxes, insurance, common area maintenance, common area utilities, and administration/management (collectively, "Operating Expenses") are, subject to this paragraph, included in the Monthly Base Rent for the Premises. The Operating Expenses for 2015 were \$2.32 per square foot ("Base Operating Expenses"). Within 90 days after the end of each calendar year (or final short year) of the Lease Term, Landlord shall provide Tenant with a statement evidencing whether or not the Operating Expenses incurred during such year (or final short year) exceeded the Base Operating Expenses. If such Operating Expenses exceeded the Base Operating Expenses, Tenant shall pay to Landlord Tenant's Share of the excess within 30 days of receipt of an invoice therefor. If the Operating Expenses were less than the Base Operating Expenses, then Landlord shall pay or credit to Tenant Tenant's Share of such savings within 30 days after the date of Landlord's notice of same.

**10. KEEP PREMISES IN REPAIR.** Except as specifically provided herein, Landlord shall not be obliged to incur any expense for maintaining and/or repairing any improvements and/or systems on the Premises or connected therewith including, but not limited to, interior light bulbs, hot water heater or the HVAC system for the Premises. Tenant, at Tenant's expense, shall keep all such improvements and systems in good maintenance and repair, and in good tenable and wholesome condition, including regular or seasonal service, maintenance, cleaning and filters for the HVAC system, and shall comply with all Premises Laws applicable thereto, as well as all lawful requirements of all governmental authorities in connection therewith. Tenant shall, to the extent reasonably possible, keep said improvements and systems from deterioration due to ordinary wear and from falling temporarily out of repair. Without limiting the generality of the foregoing, Tenant shall service and maintain the HVAC system for the Premises on at least a semi-annual basis, and as frequently as necessary or advisable to keep such system in good working order and free from deterioration to the extent reasonably possible. If Tenant does not maintain and/or repair any improvement or system as required hereunder promptly and adequately, Landlord may, but need not, conduct such maintenance and/or make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Tenant to Landlord upon Tenant's receipt of a bill therefore. Notwithstanding the foregoing, if Tenant obtains Landlord's prior written approval for the repair or replacement of any part or all of the HVAC system for the Premises, Tenant shall pay the first \$400 of the cost of such repair or replacement and Landlord shall pay the balance of such cost.

**11. ACCESS TO PREMISES.** Tenant shall allow Landlord free access to the Premises with the presence of the tenant and 24 hours notice for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make, and shall allow to have placed upon the Premises only during the last 12 months of the Lease Term notice of "For Sale" and "To Rent," and shall not interfere with the same.

**12. ABANDONMENT AND RE-LETTING.** If Tenant shall abandon or vacate the Premises, or if Tenant's right to occupy the Premises is rightfully terminated by Landlord pursuant to the terms hereof, the Premises may be re-let by Landlord for such rent and upon such terms as Landlord may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the Monthly Base Rent and other amounts otherwise due from Tenant to Landlord hereunder, Tenant agrees to satisfy and pay all of such deficiency monthly during the remaining Lease Term.

**13. HOLDING OVER.** Tenant shall, upon the termination of the Lease by lapse of time or otherwise, yield up immediate possession to Landlord, and failing so to do, shall pay as liquidated damages, for the whole time such possession is withheld, the sum of Four Hundred Dollars (\$300.00) per day; but the provisions of this clause shall not be held as a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**14. EXTRA FIRE HAZARD.** There shall not be allowed, kept or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Tenant, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and all Premises Laws.

**15. SECURITY DEPOSIT.** Tenant agrees to deposit with Landlord, upon the execution of this Lease, the Security Deposit as security for the full and faithful performance by Tenant of each and every term, provision, covenant, condition and agreement of this Lease. If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, payment of all rent and other sums required to be paid by Tenant hereunder, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of such rent in default, for any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency shall have accrued before or after re-entry by Landlord. If any of the Security Deposit shall be so used, applied or retained by Landlord at any time or from time to time, Tenant shall promptly, in each such instance, on written demand therefore by Landlord, pay to Landlord such additional sums as may be necessary to restore the Security Deposit to the original amount set forth in the recitals herein. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of the Lease, the Security Deposit, or the balance thereof, shall be returned to Tenant after all of the following have occurred: (a) the expiration of the Lease Term; (b) the removal of Tenant from the Premises; (c) the surrender of the Premises by Tenant to Landlord in accordance with the Lease; and (d) final determination of all amounts payable by Tenant hereunder and payment of same. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit or the remaining balance thereof, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of the Lease.

**16. DEFAULT BY TENANT.** If default be made in the payment of the rent or other sums payable by Tenant to Landlord hereunder, or any part thereof ("Payment Default"), or in any of the terms, provisions, covenants, conditions or agreements of the Lease to be kept by the Tenant, Landlord may, at its option, give Tenant a ten-day advance notice and a chance for Tenant to cure such default (except that the first such notice of a Payment Default in any calendar year shall be a thirty-day notice and cure period). If such default is not cured within said period, Landlord may then or at any time thereafter at its election declare the Lease terminated and re-enter the Premises or any part thereof, with or (to the extent permitted by law) without any additional notice or process of law, and remove Tenant or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Landlord shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Tenant now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

**17. NO RENT DEDUCTION OR SET OFF.** Tenant's covenant to pay rent is and shall be independent of each and every other covenant of the Lease. Tenant agrees that any claim by Tenant against Landlord shall not be deducted from rent nor set off against any claim for rent in any action.

**18. RENT AFTER NOTICE OR SUIT.** After the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**19. PAYMENT OF COSTS.** The prevailing party shall be entitled to payment by the other party of all reasonable costs, attorney's fees and expenses that shall be made and incurred by such prevailing party in enforcing the terms, provisions, covenants, conditions and agreements of the Lease.

**20. RIGHTS CUMULATIVE.** The rights and remedies of Landlord under the Lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Landlord to waive any other right or remedy.

**21. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable during the Lease Term by fire or other casualty, Landlord at its option may terminate the Lease or repair the Premises within 60 days thereafter. If Landlord elects to repair, this Lease shall remain in effect provided such repairs are completed within said time. If Landlord shall not have repaired the Premises within said time, then at the end of such time the Lease shall terminate. If the Lease is terminated by reason of fire or casualty as herein specified, rent and all other sums generally payable by Tenant to Landlord hereunder shall be apportioned and paid to the day of such fire or casualty.

**22. BROKERAGE.** Tenant represents and warrants to Landlord that no person has acted as Tenant's real estate agent or representative in connection with the Lease. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any claims and expenses, including reasonable attorney fees, arising out of or in connection with a claim by any person or entity for a commission or other payment for services rendered as Tenant's real estate agent or representative in connection with the Lease other than the above named.

**23. SUBORDINATION.** This Lease is subordinate to all mortgages which may now or hereafter affect the Premises, provided said mortgage does not interfere with Tenant's use and enjoyment of the Premises.

**24. PLURALS/SUCCESSORS/ASSIGNMENT.** The words Landlord and Tenant wherever herein occurring and used shall be construed to mean Landlords and Tenants in case more than one person constitutes either party to this Lease; and all the terms, provisions, covenants, conditions and agreements of the Lease shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his, her, its or their attorney or agent. Notwithstanding anything to the contrary herein, this Lease shall not be sold, assigned, pledged or otherwise encumbered by Tenant without the express written prior approval of Landlord, which approval may be denied by Landlord in its sole discretion.

**25. SEVERABILITY.** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

**26. CONFIDENTIALITY.** Tenant and Tenant's employees agree to keep confidential all details of this Lease unless request is received and approved by Landlord in writing.

**27. TENANT IMPROVEMENTS.** Unless specifically provided otherwise in the Lease or any Rider thereto, Tenant shall not make any repairs, modifications, alterations, additions or other improvements to the exterior or interior of the Premises, other than routine maintenance and repairs, without Landlord's prior written approval. Upon expiration or termination of the Lease, any and all repairs, modifications, alterations, additions and other improvements to the Premises shall remain for the benefit of the Landlord unless specifically provided otherwise in Landlord's consent related thereto.

**28. CORPORATE AUTHORITY.** If a corporation or other entity executes this instrument, Tenant hereby represents that such execution has been authorized by a duly adopted resolution of the Board of Directors or other ruling body of such entity.

**29. RIDER. EXHIBIT A**

**30. KEYS.** The keys for the building are registered with the Lake Bluff Fire Department in case of a fire emergency. For this reason the locksets **MAY NOT** be re-keyed by the Tenant. Should the Tenant desire the locks be re-keyed they should notify the Landlord and provisions will be made to do so at the Tenants expense. The Landlord has re-keyed the locks from the previous Tenant. The Landlord will supply the Tenant with 4 keys for the front and rear access doors. Additional keys will be supplied as needed.

**31. GOVERNING LAW.** The laws of the State of Illinois shall govern the validity, performance, interpretation and enforcement of this Lease.

32. Lease subject to the approval by the Village of Lake Bluff for the special use permit, acceptable to all parties. Any changes to the terms and conditions of the assumptions in this lease will be incorporated into a new lease reflecting such.

IN WITNESS WHEREOF, the parties, individually or by their duly authorized representatives, have executed this instrument as of the day and year first above written.

LANDLORD:

TCI PROPERTIES, LLC

By  \_\_\_\_\_  
Ted W. Brown, Manager

TENANT:

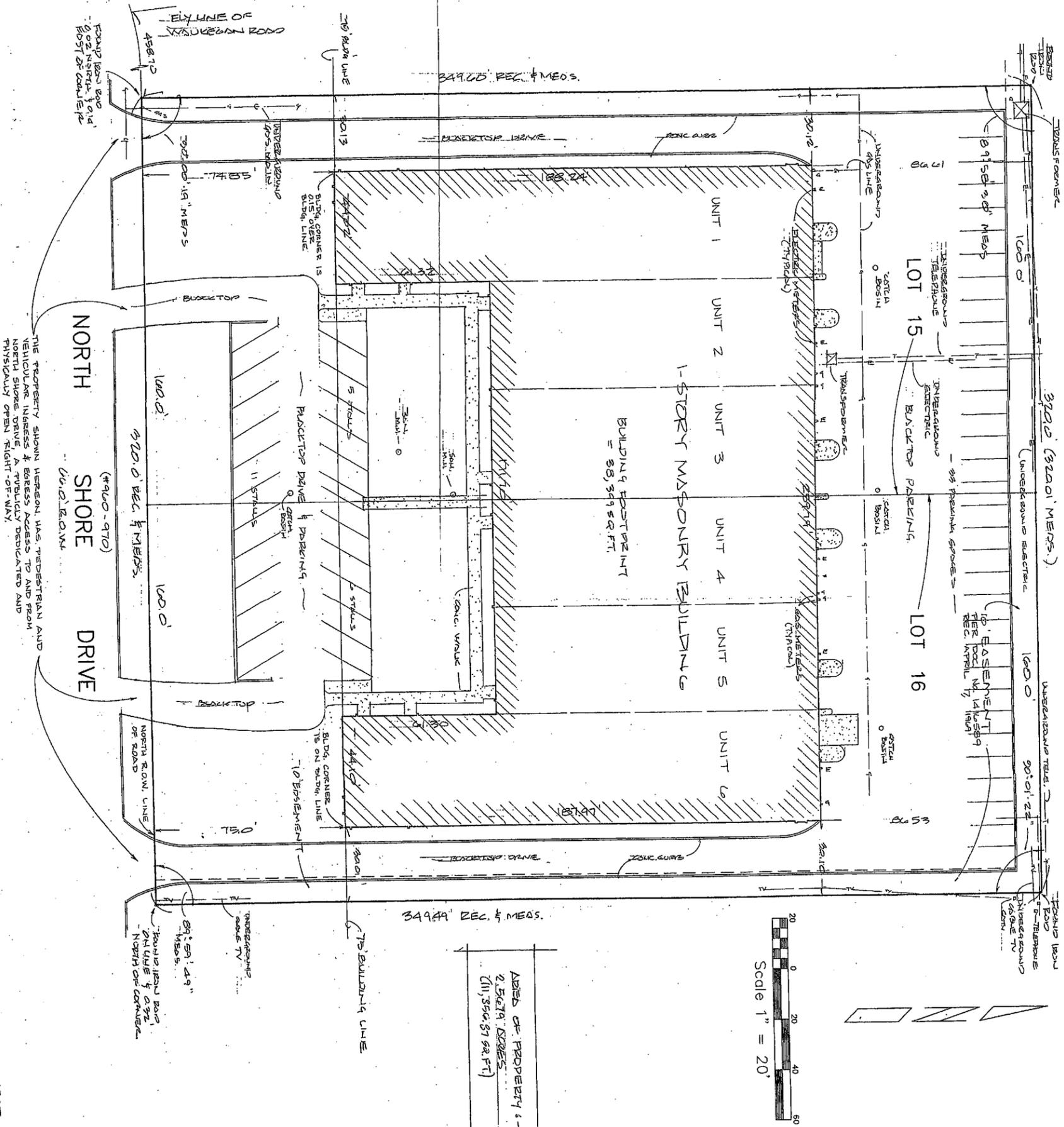
LYFT Health and Fitness

By  \_\_\_\_\_  
Andrea Brown

# Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

OF PROPERTY DESCRIBED AS:  
 Lot 15 and 16 of North Shore Industrial and Research Center, Unit 2, recorded as Document No. 1416598 on April 7, 1989 and lying in parts of Section 19 and 20, Township 44 North, Range 12 East of the Third Principal Meridian, in the Village of Lake Bluff, Lake County, Illinois.  
 Also Known As:  
 Unit No(s) 1, 2, 3, 4, 5, in North Shore Drive Industrial Condominium as delineated on a survey of the following described real estate, Lots 15 and 16 of North Shore Industrial and Research Center, Unit 2, recorded as Document No. 1416598 on April 7, 1989 and lying parts of Section 19 and 20, Township 44 North, Range 12 East of the Third Principal Meridian, in the Village of Lake Bluff, Lake County, Illinois, which survey is attached as Exhibit "A" to the declaration of Condominium recorded as Document No. 3816213, together with its undivided percentage interest in the common elements, in Lake County, Illinois.

## ALTA/AOSM LAND TITLE SURVEY



### SURVEYORS NOTES:

Dimensions shown are given in feet and decimal parts thereof.  
 Adjoining owners information was not furnished by client.  
 We do not certify to underground drain lines or utilities not visible by surface inspection.  
 Underground utility lines shown herein were located by the respective utility companies. UTILITIES called on December 14, 2000.  
 (DUG #34910698)  
 Easements and servitudes shown herein are based on a title commitment issued by Commonwealth Land Title Insurance Company, as identified by File No. R83061 and dated November 21, 2000.  
 No part of the subject property falls within the 100 year flood hazard area as delineated by the Federal Emergency Management Agency (FEMA) and as shown on the Flood Insurance Rate Map, Community Panel No. 170373 0003 B, effective date January 16, 1981.

THE PROPERTY SHOWN HEREON WAS, PEDESTRIAN AND VEHICULAR INGRESS & EGRESS ACCESS TO AND FROM NORTH SHORE DRIVE, A PUBLICLY DEDICATED AND PHYSICALLY OPEN RIGHT-OF-WAY.

STATE OF ILLINOIS  
 COUNTY OF KANE

I hereby certify to The Canada Life Assurance Company, Mid-North Financial Services, Inc. and Commonwealth Land Title Insurance Company that the survey prepared by me entitled Job No. C53 016ALT was actually made upon the ground and that the lines and information, courses, and distances shown thereon are correct, that the lines and lines of actual possession are the same, that the size, location, and type of buildings and improvements are as shown and alike within the boundary lines of the property, that there are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings and improvements, and that there are no easements, encroachments, or uses affecting this property appearing from a careful physical inspection of the same, other than those shown and depicted thereon. This survey is made in accordance with the Minimum Standard Detail Requirements (OSM in ALTA/AOSM Land Title Surveys) jointly established and adopted by ALTA and AOSM in 1992, including Table A Numbers 1, 2, 3, 4, 5, 7(A) and (B), 8, 9, 10, 11 and 13.

*Alan J. Coulson*  
 Alan J. Coulson  
 Date DEC 18 2000

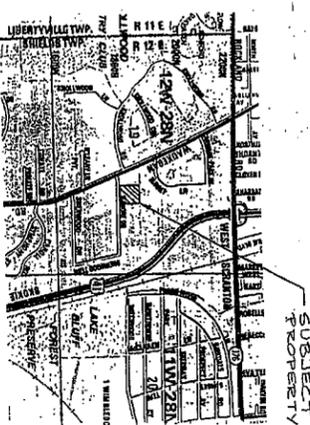
\*Height and bulk restrictions relative to zoning or building codes have not been verified. If this is required a copy of the plat should be sent to the respective City/Village for their review.

STATE OF ILLINOIS    #    DEC. 18, 2000  
 COUNTY OF KANE  
 This is to certify that the plat hereon drawn correctly indicates the above described property.

*Alan J. Coulson*

Any discrepancy in measurement should be promptly reported to surveyor for explanation or correction.  
 WE DO NOT CERTIFY AS TO LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

Compare the description on this plat with deed. Refer to deed for easements and building lines.



VICINITY MAP  
 (NO SCALE)

JAN. 17, 2001: REVISED

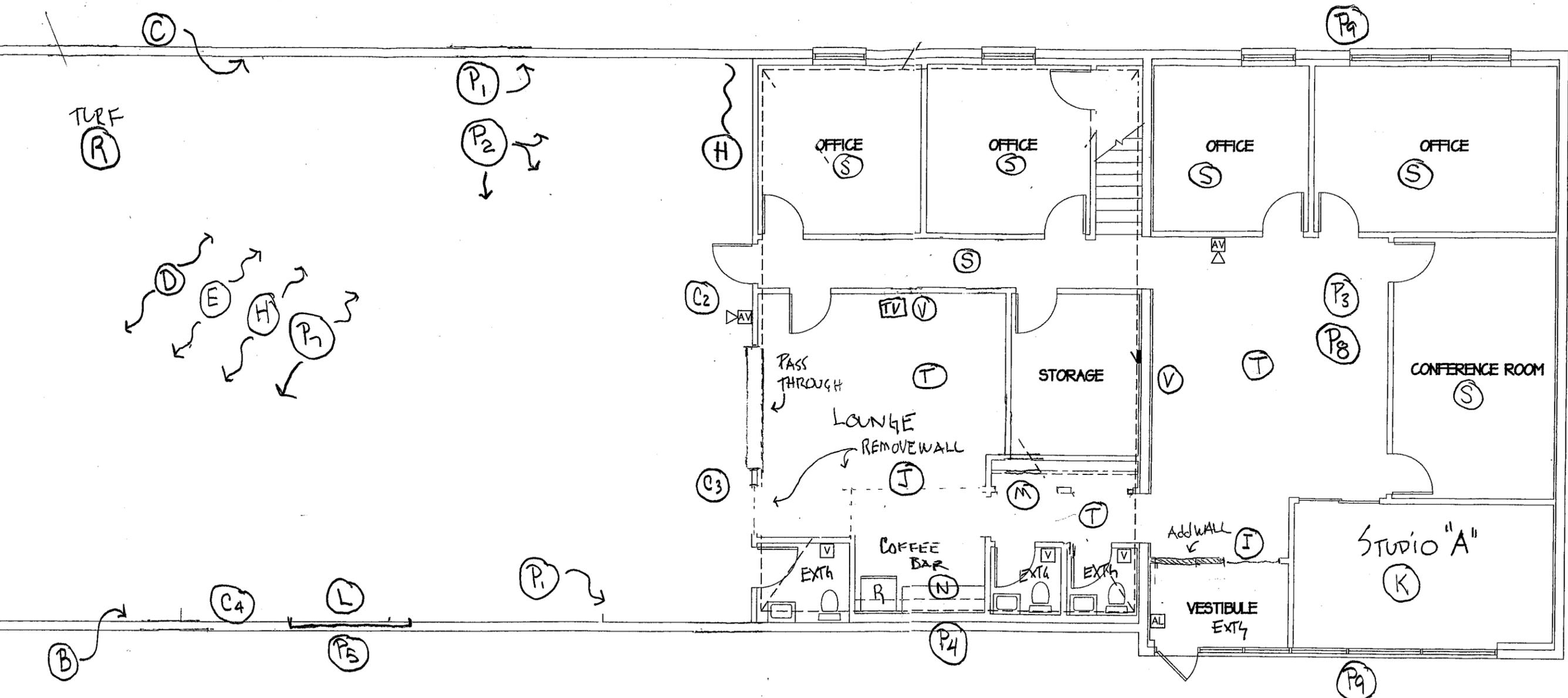
ALAN J. COULSON, P.C.  
 PROFESSIONAL LAND SURVEYORS  
 ILLINOIS - WISCONSIN  
 205 W. MAIN ST.  
 W. DUNDEE, ILL. 60118    PHONE 847-426-2911

Scale: 1" = 20'  
 Ordered: J. WEISLER  
 Bluff: 44-12-19D  
 Page: 05  
 Drawn: C53 016 ALT  
 Date: LAKE BLUFF, ILL.  
 CIV:

**LYFT Health and Fitness EXHIBIT B**

**6/21/16**

Key	Work	notes
A	terminate water at ht above 14'	
B	remove conduit and relocate what is needed to higher above 14' including emergency lights, relocate thermostat,	
C	Same as B	
C2	misc electric work at 1/2 wall, item J on warehouse wall at J half wall,	
C3	new exit sign	
C4	cages for thermostats, and fire alarm system devices	
D	raise all hanging lights as high as possible to be above bottom of joists. They will still be about 3" below joists	
E	supply and install covers for fluorescent lights	
F	infill truck bay 2x12's with intermediate wall, 3/4 plywood slope last 6' keep rail for last 6'. Install access panel for sump	
G	install 8' partition x 14' in front of elect panels	
H	nets for 2 walls and ceiling contracted for by O-lax paid for by TCIP	
I	infill door drywall make CO per plan	
J	remove wall sections to make passage onto back space, ceiling runs through in this area, window opening no glass wall as indicated. This will need to include removing electric in walls.	
K	lamine floor	
L	flush out wall with plywood/drywall for paint	
M	remove close doors keep jambs	
N	install new countertop perhaps new sink and faucet	
O	breaker bar door hardware and door	
P	PAINT	
P1	warehouse walls	
P2	touch upwarehouse ceiling	
p3	offices all walls 1 ceiling and touch up all ceilings, phone roomd termination wall not need to paint	
P4	kit cabinets paint remove hardware	
P5	I infill in warehouse	
P6	paint 6' of steel rail	
P7	paint fluorescent llights in warehouse	
P8	remove vinyl baseboard carpet, clean heating vents	
P9	green hadders on east and west side of building	
R	rubber flooring owner to furnish and install TCIP will reimburse for costs of additional flooring needed to reach 2000 sf. turf flooring to be furnished by owner and TCIP to pay for	
S	carpet + new vinyl base	
T	hard surface flooring ? As to the surface would like hard polished concrete new vinyl base	
U	5 outlets for treadmills, outlet for wall clock	
V	power for TV (2) landlord to supply 1 TV allow \$600	
W	XF to supply and install including but not limited to their operational equipment, ropes, TV, soundsystem, racks, weights, equipment, refg, water disp.	
Y	OPTIMAL to supply and install including but not limited to their operational equlptmt, goals, etc s, TV, soundsystem, racks, weights, equipment, refg, water disp.	
Z	Landlord is providiing a budget for furniture of allow \$1500	
EXTG	existing flooring to remain	



**1st FLOOR PLAN**  
 SCALE 1/8" = 1'-0"

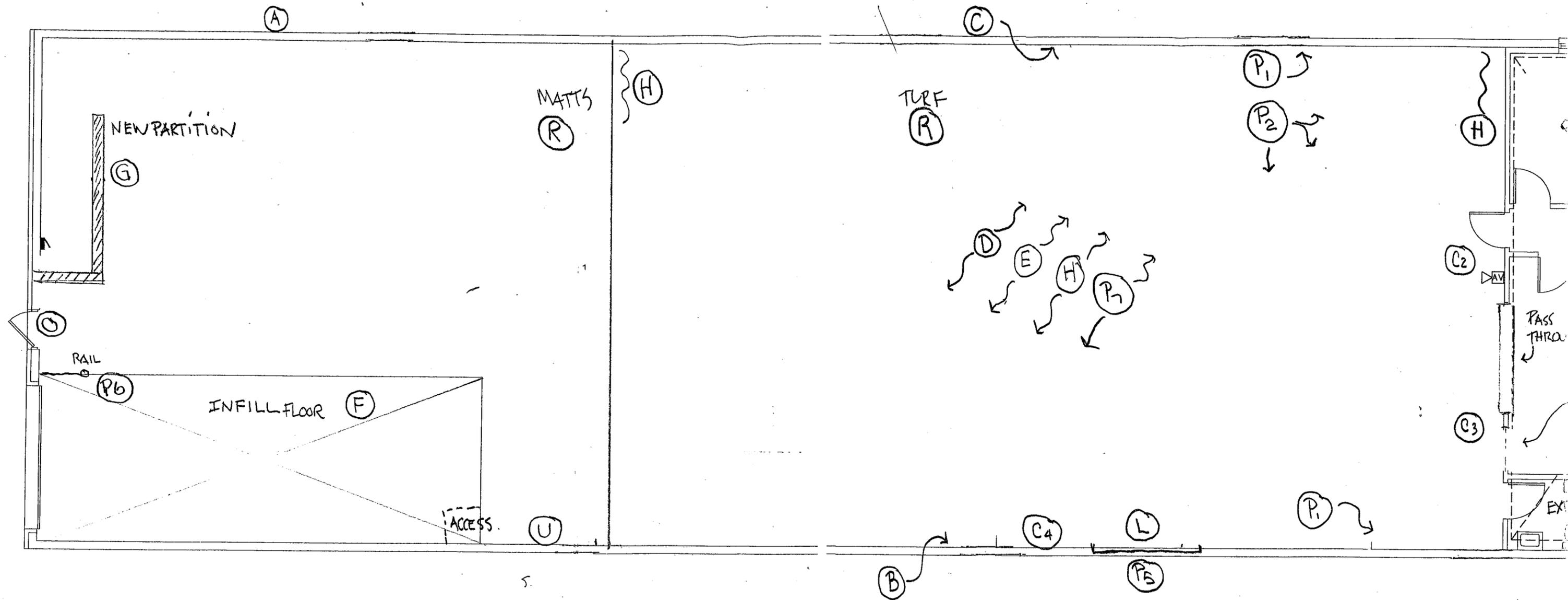
EXHIBIT C

<b>PROPOSED FLOOR PLAN - LIFT</b>	
DATE	7-31-12
PROJECT NO.	1231-1
DATE	6.18.16
A COMPLETE AND OPERATIONAL BUILDING FIRE ALARM SYSTEM SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH APPLICABLE I.B.C. REQUIREMENTS AND SHALL COMPLY WITH ALL STATE, LOCAL, AND ALL OTHER APPLICABLE GOVERNING CODES AND ORDINANCES.	

DATE	7-31-12
------	---------

1231-1

**1**  
 OF 1 SHEET



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**ORDINANCE NO. 2016-3**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
TO VLAD'S GYM INC. TO OPERATE A PHYSICAL FITNESS FACILITY  
AT 910 SHERWOOD DRIVE, UNIT 23,  
IN THE VILLAGE'S L-1 LIGHT INDUSTRY DISTRICT**

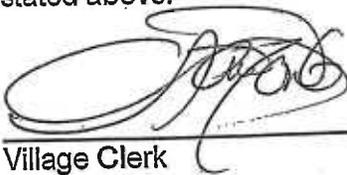
Passed by the Board of Trustees, February 22, 2016

Printed and Published, February 23, 2016

Printed and Published in Pamphlet Form  
by Authority of the  
President and Board of Trustees

VILLAGE OF LAKE BLUFF  
LAKE COUNTY, ILLINOIS

I hereby certify that this document  
was properly published on the date  
stated above.



---

Village Clerk

ORDINANCE NO. 2016-3

AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
TO VLAD'S GYM INC. TO OPERATE A PHYSICAL FITNESS FACILITY  
AT 910 SHERWOOD DRIVE, UNIT 23  
IN THE VILLAGE'S L-1 LIGHT INDUSTRY DISTRICT

WHEREAS, Vlad's Gym Inc. ("**Applicant**") has applied for a special use permit pursuant to Section 10-4A-2A(2) of the Lake Bluff Zoning Regulations to allow for the operation of a physical fitness facility ("**Facility**") located at 910 Sherwood Drive, Unit 23, Illinois, ("**Premises**") which property is located in the Village's L-1 Light Industry District and is legally described on **Exhibit A** attached to this Ordinance ("**Subject Property**"); and,

WHEREAS, following a public hearing, the Lake Bluff Joint Plan Commission and Zoning Board of Appeals ("**PCZBA**") recommended that the Village Board grant a special use permit for operation of the Facility in the Premises ("**Special Use Permit**"); and,

WHEREAS, the President and Board of Trustees have determined that it would be in the best interest of the Village to grant the requested special use permit in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

**Section 1. Recitals.**

The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

**Section 2. Public Hearing.**

A public hearing to consider the Applicant's request for the Special Use Permit was duly advertised on or before January 29, 2016 in *The News-Sun*, and was held by the PCZBA on February 17, 2015, on which date the PCZBA recommended that the Village Board grant the Special Use Permit subject to the conditions set forth in this Ordinance.

**Section 3. Special Use Permit.** Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, a special use permit is hereby granted, pursuant to Section 10-4A-2A(2) of the Lake Bluff Zoning Regulations, to allow the operation of the Facility in the Premises on the Subject Property.

**Section 4. Conditions.**

The special use permit granted in Section 3 of this Ordinance is expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

A. **Compliance with Application.** The Facility must be operated in substantial accordance with the Applicant's application for a special use permit and accompanying documents, attached to this Ordinance as **Exhibit B** ("**Application**").

B. **Compliance with Applicable Law.** In addition to the other specific requirements of this Ordinance, the Facility, and all of the operations and activities on

and in the Premises and the Subject Property shall comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations.

C. Personal Training Services; No Group Classes. The Facility shall be operated solely for the purpose of conducting individual personal training sessions for no more than two clients at one time using the nature and type of equipment generally described in the Application. The Premises shall not be used for any other physical fitness services, including without limitation group classes.

D. Hours of Operation. The Facility may be open for business during the following hours: Monday through Friday: 5:00 a.m. to 12:00 p.m. and 4:00 p.m. to 7:00 p.m., Saturday 6:00 a.m. to 12:00 p.m., unless otherwise approved by the Village Board of Trustees by resolution duly adopted.

**Section 5. Failure to Comply with Conditions.**

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approval granted in Section 3 of this Ordinance will, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

**Section 6. Binding Effect; Non-Transferability.**

The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for the sole benefit of and bind the Applicant, unless otherwise explicitly set forth in this Ordinance. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity other than the Applicant without a new application for approval.

**Section 7. Effective Date.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

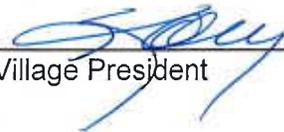
1. Passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk, for recording in the Office of the Lake County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Applicant. The unconditional agreement and consent must be substantially in the form attached to this Ordinance as ***Exhibit C***.

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by Paragraph 7.A.3 of this Ordinance within 60 days after the date of final passage of this Ordinance, the Village Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

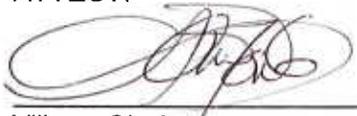
**PASSED** this 22<sup>nd</sup> day of February, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

**AYES:** (5) Ankenman, Christensen, Dewart, Josephitis and Meyer  
**NAYS:** (0)  
**ABSENT:** (1) Grenier

**APPROVED** this 22<sup>nd</sup> day of February, 2016.

  
\_\_\_\_\_  
Village President

ATTEST:

  
\_\_\_\_\_  
Village Clerk

**FIRST READING:** February 22, 2016

**SECOND READING:** Waived

**PASSED:** February 22, 2016

**APPROVED:** February 22, 2016

**PUBLISHED IN PAMPHLET FORM:** February 23, 2016

**EXHIBIT A**

**Legal Description of the Subject Property**

LOT 5, EXCEPT THE WESTERLY 213 FEET THEREOF, OF UNIT ONE OF NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1354992 ON OCTOBER 11, 1967, IN THE SOUTH EAST  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS.

Commonly known as 910 Sherwood Drive, Unit 23, Lake Bluff, IL

**EXHIBIT B**

**Zoning Application**

## VILLAGE OF LAKE BLUFF

### Memorandum

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**TO:** Chair Kraus and Members of the Joint Plan Commission & Zoning Board of Appeals  
**FROM:** Brandon J. Stanick, Assistant to the Village Administrator  
**DATE:** February 12, 2016  
**SUBJECT:** **Agenda Item #5** - Physical Fitness Facility Text Amendment & Special Use Permit for Vlad's Gym, Inc. (910 Sherwood Dr., Unit #23)

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<b>Applicant Information:</b>	Vlad's Gym, Inc. (Petitioner)
<b>Location:</b>	910 Sherwood Drive, Unit #23
<b>Requested Action:</b>	Request for a text amendment and a special use permit
<b>Public Notice:</b>	<i>Lake County News Sun</i> – January 29, 2016
<b>Existing Zoning:</b>	Light Industry District (L-1)
<b>Purpose:</b>	Amend Zoning Code to allow physical fitness facility to operate as a special use in the L-1 District and request for a special use permit to operate a physical fitness facility at 910 Sherwood Dr., Unit #23.
<b>Tenant Space:</b>	1,930 sq. ft.
<b>Existing Land Use:</b>	L-1 District – multi-tenant office
<b>Surrounding Land Use:</b>	<ul style="list-style-type: none"><li>• North: Office and Warehouse</li><li>• East: Office and Auto Sales</li><li>• South: Office and Medical Office</li><li>• West: Office</li></ul>
<b>Comprehensive Plan Land Use Objective:</b>	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
<b>Zoning History:</b>	Ord. #2015-18, approving text amendment to allow liquor sales and approving SUP for Wine Brokers IL, LLC in Unit #20 of same building.
<b>Applicable Land Use Regulations:</b>	<ul style="list-style-type: none"><li>• Section 10-2-9: Text amendments</li><li>• Section 10-4-2E: Special Use Permits</li></ul>

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## **Background and Summary**

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On January 22, 2016 the Village received a zoning application from Vlad's Gym, Inc. (Petitioner) requesting the following: (i) a text amendment to the Zoning Code to allow "Physical Fitness Facility (SIC 7991)" as a special use in the L-1 District; and (ii) a Special Use Permit (SUP) to allow the operation of a physical fitness facility at 910 Sherwood Dr., Unit #23.

## **Zoning Analysis**

---

The Petitioner will operate a physical fitness facility in a multi-tenant building mainly comprised of commercial office uses. The Petitioner will provide physical fitness services on a private personal one-on-one basis. As this is the case, the Petitioner will operate the facility with one employee.

According to the Petitioner's transmittal letter the hours of operation are:

<b>Hours of Operation:</b>
Monday through Friday: 5:00 am to 12:00 pm and from 4:00 to 7:00 pm on occasion
Saturday: 6:00 am to 12:00 pm (appointment only)
Sunday: NA

Staff anticipates that, due to the nature of the business, deliveries to the building will be minimal, if any.

There will be minimal impact to public utilities as adequate water and sewer services are currently available. Sanitation service will be provided by the property owner's contractor.

Village Staff does not anticipate any irregular police and/or fire service impacts.

## **PCZBA Authority**

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The PCZBA has authority to:

- Recommend the Village Board approve or deny the request for:
  - a text amendment to establish physical fitness facilities as a special use in the L-1 District; and
  - a SUP to operate a physical fitness facility at 910 Sherwood Drive, Unit #23.

## **Recommendation**

---

Following the public hearing to consider the requests, the PCZBA should take one of the following actions:

- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information.
- If more information is not required, vote to:
  - Recommend the Village Board approve or deny the request for:

- i. a text amendment to establish physical fitness facilities as a special use in the L-1 District; and
- ii. a SUP to operate a physical fitness facility at 910 Sherwood Drive, Unit #23.

### **Attachments**

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- Zoning application with supporting documentation. Also, included with the material, as a separate sheet, are the responses to the Standards for Special Use Permits by the Petitioner; the reproduction quality of the zoning application is not very legible.

If you should have any questions concerning the information provided in this memorandum please feel free to contact me at 847-283-6889.



Vladimir Curguz  
9025 Capitol Dr., Apt 2B  
Des Plaines, IL 60016  
847.529.6890  
vcurguz@hotmail.com

January 18, 2016

Village of Lake Bluff, Zoning Board of Appeals  
40 E. Center Ave.  
Lake Bluff, IL 60044

Dear Village of Lake Bluff, Zoning Board of Appeals:

As a personal trainer in the Lake Forest, Lake Bluff and Bannockburn areas for more than 14 years, I would like to open a personal training studio in the 910 Sherwood Drive, Unit 23, Lake Bluff location. Though the location is in an industrial zone, there are numerous possible benefits to the area and minimal impact on nearby properties So, I request a special-use permit.

Vlad's Gym is a small, one-on-one, private personal training studio. The hours of operation are Monday through Friday 5 a.m. to 12 p.m., and occasionally 4 p.m. to 7 p.m. based on client's after-work needs. Saturday the training studio is open 6 a.m. to 12 p.m. The hours are based on appointment only with the busiest hours occurring between 5 and 8 a.m., causing minimal traffic to adjacent businesses.

The training approach utilizes body weight, yoga-style movements, and free weight training. Every client is evaluated during the course of the initial sessions. Programs are tailor-made, personalized for the needs, goals and lifestyle of each individual client. Progress is supervised to ensure personal and physical challenges are overcome for client success.

During training sessions, music is played at medium to low-medium levels in order to maintain clients' focus, and promote client discussion. The unit is adjacent to only two businesses, one on the west side, the other on the north side. On the west side, the locker rooms will serve as a buffer, which will further limit any sounds from the fitness area. Additionally, on the north side the entire length of the wall houses the sprinkler control system room which serves as a buffer on the north side. I do not promote, advocate or use loud music as it is opposed to my training principles.

The gym uses high-quality equipment for athletic performance—from professional to novice levels. The flooring is Regupol, professional grade flooring, used in conjunction with bumper

Village of Lake Bluff, Zoning Board of Appeals

January 18, 2016

Page 2

plates. Together, they limit noise and protect the building integrity. Regupol flooring meets the standards of LEED and Green Circle Certification to promote the health of the clients, business and the environment.

The community will benefit from access to an additional more-convenient means to support their health and well-being. The local access to wellness services means that local employers and employees receive the benefit of more options to support their health. We spend many hours of our days at work, a local personal training studio available to the nearby employees is a benefit for the area. I am including signatures of the neighboring businesses supporting the opening of the personal training studio in this location.

I look forward to your feedback and hope you'll approve the use of the space for personal training amenities.

Sincerely,



Vladimir Curguz

Enclosure



# VLAD'S GYM, INC.

## **Mission Statement**

The ultimate goal of Vlad's Gym, Inc. is to bridge the gap between tradition and science. It's where East meets West—two philosophies, typically in competition—fuse into one for the empowerment of human beings.

We provide a training sanctuary where all will feel comfortable and accepted. A result of this approach is a stronger, confident and more-resilient you.

## **Company Info /About**

Vlad's Gym, Inc. is an unpretentious and straight-forward training environment, forged from the need to simplify and deescalate our busy, often stressful, technology-bombarded lives. In this gymnasium quality of effort is respected and is emphasized over all else.

The gym is built on a reputation of honesty and respect. The gym's passion was born in Vladimir Curguz's hometown at the Fifth Belgrade Gymnasium in Belgrade, Serbia in 1991. The emphasis on sincerity of effort and optimal health is the foundation of the gym's philosophy, it is a very personal experience—never “just business.”

As a trainer in the North Shore area since 2001, in both Bannockburn and Lake Forest, the integrity of my commitment is demonstrated by the more than decade-long relationships retained with many clients.

All Ages. All Fitness Levels. All Welcome. A Personalized Wellness Experience—Vlad's Gym.

FEE PAID:   
RECEIPT NUMBER:

DATE RECEIVED BY VILLAGE:

**VILLAGE OF LAKE BLUFF**  
**APPLICATION FOR ZONING VARIATION, SPECIAL USE PERMIT, REZONING, OR PRO**

**SUBJECT PROPERTY**

Address: 910 SHERWOOD DR. UNIT # 23 Zoning District: \_\_\_\_\_  
(Property address for which application is submitted)

Current Use: COMMERCIAL - VACANT  
(Residential, Commercial, Industrial, Vacant, Etc.)

PIN Number: \_\_\_\_\_

**APPLICANT**

Applicant: VLADIMIR CURGUEZ, VLAD'S GYM INC.

Address: 9025 CAPITOL DR. apt. 2B, DES PLAINES, IL 60016  
(Address if different than subject property)

Relationship of Applicant to Property: LEASEE  
(Owner, Contract Purchaser, Etc.)

Home Telephone: 847-529-6890 Business Telephone: 847-526-6990

**OWNER**

<b>Owner - Title Holder</b>	<b>If Joint Ownership</b>
Name: <u>III Associates LLC</u>	Joint Owner: <u>Mail to Property Mgr</u>
Address: <u>42 Sherwood Ter</u>	MALC Address: <u>Ralph Huszagh</u>
Daytime Phone: <u>845 499 6888</u>	Daytime Phone: <u>J C Forney</u>
	<u>131 West Park Ave</u>
	<u>Libertyville IL 60048</u>
	<u>847-362-2000</u>

If ownership is other than individual and/or joint ownership, please check appropriate category and provide all additional ownership information as an attachment.

- Corporation
- Land Trust
- Other: LLC - owner Robert Zgonena
- Partnership
- Trust

Are all real estate taxes, special assessments and other obligations on the subject property paid in full?  
 Yes       No      If No, Explain: \_\_\_\_\_

**ACTION REQUESTED**

To provide time for legal notification requirements, any application requiring a Public Hearing before the Zoning Board of Appeals must be received at least 25 days prior to the next meeting date.

- Zoning Variation
- Special Use Permit
- Text Amendment
- Rezoning
- Planned Residential Development
- Other: \_\_\_\_\_

Applicable Section(s) of Zoning Ordinance, if known: \_\_\_\_\_

Narrative description of request: As a personal trainer in the Lake Forest, Lake Bluff and Bannockburn areas for more than 14 years, I would like to open a personal training studio in this Lake Bluff location. Though the location is in an industrial zone, there are numerous possible benefits to the area. So, I request a special-use permit.

**STANDARDS FOR VARIATIONS AND SPECIAL USE PERMITS**

The Zoning Board is required by the Illinois State Statutes to apply the following standards in reviewing requests for Variations and Special Use Permits. The Board may only grant a variation or recommend that the Village Board grant a variation in cases where there are practical difficulties and particular hardships brought about by the strict application of the Zoning Ordinance and not by any persons, presently or formerly, having an interest in the property. **The applicant has the burden of establishing each of these standards both in writing and at the Public Hearing.** Please attach additional materials if necessary.

**STANDARDS FOR VARIATIONS:**

1. **Practical Difficulty or Hardship:** Describe the practical difficulty or particular hardship that would result from the strict application of the Zoning Ordinance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Unique Physical Condition:** Describe the unique characteristics of the lot or structures on the subject property which are exceptional, such as: a) existing unique structures or uses, b) irregular lot shape, size, or location, c) exceptional topographical features, or d) other extraordinary physical conditions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Special Privilege:** Describe how the request will not simply provide the applicant with a special privilege that other property owners do not enjoy. The request must be for relief from the regulations due to hardship, and not simply to reduce inconvenience or to provide for financial gain.

4. **Code Purposes:** Describe how the request does not violate the intentions of the regulations. The applicant must show that the request does not adversely impact surrounding properties or the general welfare.

5. **Public Health and Safety:** Describe how the request will not: a) adversely impact the supply of light and air to adjacent properties, b) increase traffic congestion, c) increase the hazard of fire, d) endanger public safety, e) diminish the value of property within the surrounding area, or f) impair the public health, safety, comfort, morals, and welfare of the people.

### STANDARDS FOR SPECIAL USE PERMITS:

1. **General Standard:** Describe how the proposed use will not adversely impact adjacent properties.

The proposed use for the space is to facilitate a small, client-based personal training studio. The space is smaller and more intimate than larger gyms, for the benefit of building personal relationships with clients. As such, there will be minimal traffic, no regular large shipments and will allow ample space for the accessibility and service delivery currently occurring at adjacent properties.

2. **No Interference with Surrounding Development:** Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.

The surrounding areas will be unhindered by competition for industrial commercial services as that is not our business. Our business is personal training studio for one-on-one services which means there'll be very little additional traffic, certainly not the amount generated by larger membership-based gyms.

3. **Adequate Public Facilities:** Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.

The training studio will utilize basic commercial services by streets and sanitation. Because the studio provides one-on-one training to nearby residents, the impact on streets and public utilities, as well as police and fire services will be minimal. The training studio is insured in case of any client injury and we always place the client's safety first.

4. No Traffic Congestion: Describe how the proposed use will not cause undue traffic and traffic congestion.

The training studio supports individual clients on a one-on-one basis, which means that there will be minimal traffic. There will be no parking.

5. No Destruction of Significant Features: Describe how the proposed use will not destroy or damage natural, scenic or historic features.

All training occurs inside the internal walls of the gym - using weights and other physical fitness equipment. There will be no damage to natural, scenic or historic features in the area.

### STANDARDS FOR TEXT AMENDMENTS

The wisdom of amending the Village Zoning Map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the Village Board of Trustees and is not dictated by any set standard. In determining whether a proposed amendment will be granted or denied the Board of Trustees may be guided by the principle that its power to amend this title should be exercised in the public good.

### TEXT AMENDMENT GUIDING PRINCIPLES:

In considering whether the principle is satisfied in amending the text of the Zoning Code, the Board of trustees may weigh, among other factors, the following:

1. The consistency of the proposed amendment with the purposes of this title:

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2. The community need for the proposed amendment and any uses or development it would allow:

The community will benefit from access to an additional more-convenient means to support their health and well-being. The localized access to wellness services, means that local employers and employees receive the benefit of more options to support their health. We spend many hours of our days at work, a local personal training studio adds life to the nearby employees is a benefit for the area.

3. The conformity of the proposed amendment with the village's comprehensive plan and zoning map, or the reasons justifying its lack of conformity:

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**APPLICATION MATERIALS**

**LEGAL DESCRIPTION - MUST BE PROVIDED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Required\***

- Plat of survey including legal description. ✓
- Evidence of title to property for which relief is sought or written documentation of contractual lease. ✓
- Scale site plan showing building locations and dimensions. ✓
- Scale site plan showing addition, new construction, modification, etc. ✓
- Schematic drawings showing floor plan, elevations, and exterior mechanical equipment. ✓
- Floor Area Calculation Table (if applicable)
- Other: \_\_\_\_\_

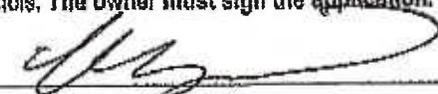
**Optional**

- Landscape Plan
- Photographs of subject property and surrounding properties.
- Testimony from neighbors is strongly encouraged.

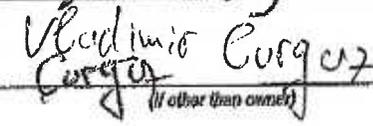
\*15 copies, no larger than 11x17, must be submitted

**SIGNATURES**

The undersigned hereby represent, upon all of the penalties of the law, for the purpose of inducing the Village of Lake Bluff to take the action herein requested, that all statements herein and on all related attachments are true and that all work here mentioned will be done in accordance with the ordinances of the Village of Lake Bluff and the laws of the State of Illinois. The owner must sign the application.

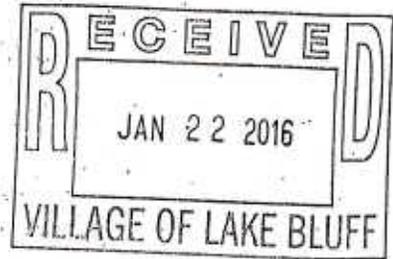
**Owner**      Signature:       Date: 1/20/16

Print Name: Robert Zgonena

**Applicant**      Signature:       Date: 1.27.16  
(If other than owner)

Print Name: Vladimir Curguz





**INDUSTRIAL BUILDING LEASE**

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space for Recorder's use only

TERM OF LEASE		LOCATION OF PREMISES
BEGINNING	ENDING	
April 15, 2016	April 14, 2019	910 Sherwood Drive, Lake Bluff, Unit 23
<del>YEARLY</del> RENT	DATE OF LEASE	
3% annual increases	Jan. 22, 2016	PURPOSE
Gym/Physical Rehab		

**LESSEE**  
 NAME .Vlad's Gym, Inc.  
 ADDRESS 910 Sherwod Dr., Unit 23  
 CITY Lake Bluff, IL. 60044

**LESSOR**  
 NAME .111 Assoc., LLC  
 ADDRESS P.O. Box 54574  
 CITY .Atlanta, Ga. 30308

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purposes designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

**LEASE COVENANTS AND AGREEMENTS**

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
- 2. CONDITION AND UPKEEP OF PREMISES.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same

when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

**3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT.** Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**4. MECHANIC'S LIEN.** Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**5. INDEMNITY FOR ACCIDENTS.** Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

**6. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**7. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

**8. KEEP PREMISES IN REPAIR.** Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**9. ACCESS TO PREMISES.** Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

**10. ABANDONMENT AND RELETTING.** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

**11. HOLDING OVER.** Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of ONE HUNDRED Dollars (\$ 100 ) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**12. EXTRA FIRE HAZARD.** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**13. DEFAULT BY LESSEE.** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

**14. NO RENT DEDUCTION OR SET OFF.** Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

**15. RENT AFTER NOTICE OR SUIT.** It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**16. PAYMENT OF COSTS.** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

**17. RIGHTS CUMULATIVE.** The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

**18. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

**19. SUBORDINATION.** This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

**20. PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

**21. SEVERABILITY.** Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 5 pages numbered 1 to 5, including a rider consisting of 1 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
[Signature] (SEAL)  
[Signature] (SEAL)

Please print or type name(s) \_\_\_\_\_ (SEAL)  
below signature(s). \_\_\_\_\_ (SEAL)

**ASSIGNMENT BY LESSOR**

On this \_\_\_\_\_, 19\_\_\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

**GUARANTEE**

On this \_\_\_\_\_, 19\_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

State of Illinois, County of \_\_\_\_\_ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS  
SEAL  
HERE

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Commission expires \_\_\_\_\_, 19\_\_\_\_\_. \_\_\_\_\_  
Notary Public

RIDER

This rider is attached to and shall become part of the Lease of the Property commonly known as 910 Sherwood Drive, Unit 23, Lake Bluff, Illinois between 111 Associates, LLC ("Landlord") and Vlad's Gym, Inc. ("Tenant").

1. Whenever the terms of this Rider shall conflict with the terms of the Lease, then the terms of the Rider will prevail.
2. The Tenant shall sign a personal guaranty on the lease.
3. The security deposit shall be one month rent.
4. The Landlord shall not be liable for any interior maintenance of the Unit during the term of this Lease. Tenant shall be responsible for maintenance of all systems in the Unit, including, but not limited to, HVAC, plumbing, and electrical during the term of the Lease.
5. Tenant shall have the right to complete improvement to the Property, with Landlord's approval.
6. Tenant shall be responsible for the payment of all utilities to the Unit, and will have them put in their name prior to possession.
7. Lease payments shall be sent to PO Box 54574, Atlanta, Georgia, 30308.
8. Tenant shall provide liability insurance on the Property in an amount not less than \$1,000,000.00 naming the Landlord as an additional insured on the policy. Tenant shall indemnify and hold Landlord harmless for any damages or injuries suffered on or about the premises.
9. The parties agree that rent shall be due on APRIL 15 each year. In the event any payment is received by Landlord after the 20<sup>th</sup> of APRIL, then Tenant shall be liable for a late payment fee of five percent (5%) of the yearly rent payment for that year. Additionally, in the event any payments are not paid by the 30<sup>th</sup> of APRIL then the Tenant shall pay interest in the amount of ten percent (10%) per annum for all amounts due after the tenth day of
10. Notwithstanding any of the above remedies, Landlord shall retain all remedies available at law and in equity in the event of a default by Tenant.
11. Any improvements made by Tenant shall become the property of the Landlord upon termination of the Lease.
12. Tenant shall have the right to extend the Lease for an additional three-year period with 3% annual rent increases.
13. Tenant agrees that they have inspected the Property and accepts the Property in its present "as is" condition at the time of the signing of the Lease.
14. Any and all work performed by Tenant or on Tenant's behalf shall be in accordance with all zoning and ordinances. Any and all permits or licenses for such work shall be the responsibility of the Tenant, and will be done in a professional, workman-like manor.
15. Tenant shall maintain a minimum temperature of 50 degrees in the Unit at all times.

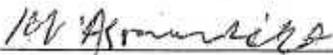
Agreed to this 22<sup>nd</sup> day of January, 2016.

Landlord:

Tenant:



By:



By:

## **VLAD'S GYM, INC.**

### **STANDARDS FOR SPECIAL USE PERMITS:**

1. *General Standard: Describe how the proposed use will not adversely impact adjacent properties.*

The proposed use for the space is to facilitate a small client based personal training studio. The space is smaller and more intimate than larger gymnasiums for the benefit of building personal relationships with clients. As such there will be minimal traffic, no regular large shipments and will allow ample space for the accessibility and service delivery currently occurring at adjacent properties.

2. *No Interference with Surrounding Development. Describe how the proposed use will not hinder or interfere with the development or use of surrounding properties.*

The surrounding areas will be unhindered by competition for industrial commercial services as that is not our business, our business is personal training, studio for one-on-one services which means there'll be very little additional traffic, certainly not the amount generated by larger membership based gyms.

3. *Adequate Public Facilities: Describe how the proposed use will be served by streets, public utilities, police and fire service, drainage, refuse disposal, parks, libraries and other public services.*

The training studio will utilize basic commercial services by streets and sanitation. Because the studio provides one-on-one training to wealthy residents the impact on streets and public utilities, as well as police and fire services will be minimal. The training studio is insured in case of any client injury and we always place the client's safety first.

4. *No Traffic Congestion. Describe how the proposed use will not cause undue traffic and traffic congestion.*

The training studio supports individual clients on a one-on-one basis, which means that there'll be minimal traffic. There will be one trainer.

5. *No Destruction of Significant Features: Describe how the proposed use will not destroy or damage natural, scenic or historic features.*

All training occurs inside the internal walls of the gym-using weights and other physical fitness equipment. Therefore, there will be no damage to natural, scenic or historic features in the area.

### **TEXT AMENDMENT GUIDING PRINCIPLES:**

2. *The community need for the proposed amendment and any uses or development it would allow:*

The community will benefit from access to an additional more convenient means to support their health and well-being. The localized access to wellness services means that local employers and employees receive the benefit of more options to support their health. We spend many hours of our days at work; a local personal training studio available to the nearby employees is a benefit for the area.

**EXHIBIT A**

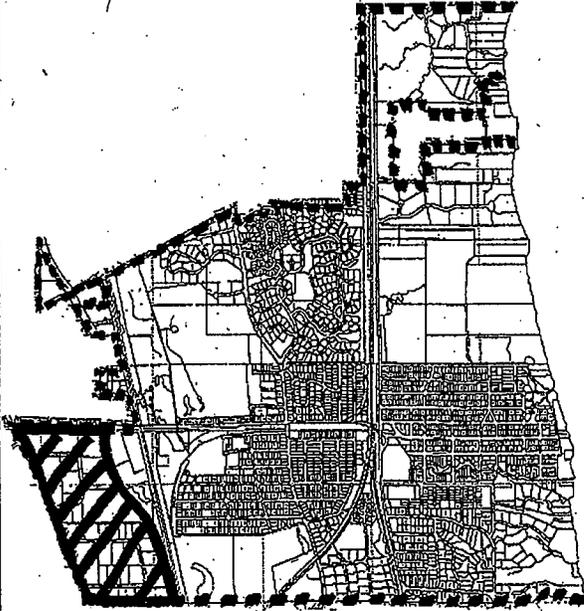
**Legal Description of the Subject Property**

LOT 5, EXCEPT THE WESTERLY 213 FEET THEREOF, OF UNIT ONE OF NORTH SHORE INDUSTRIAL AND RESEARCH CENTRE, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1354992 ON OCTOBER 11, 1967, IN THE SOUTH EAST ¼ OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS.

Commonly known as 910 Sherwood Drive, Unit 23, Lake Bluff, IL

**Objective - Land Use Area 8**

LU8. Enhance and maximize economic return to the Village in a manner compatible with existing uses.



West of Route 41, south of Route 176, east of Route 49.

**Policies - Land Use Area 8**

- LU8-1. Maintain existing zoning classifications for the area except with reference to the area south of Route 176 and north of Carriage Park Avenue and east of the Carriage Way Shopping Center, to be rezoned to promote an automobile district or other retail development. See policy ED2-2.
  
- LU8-2. Inventory and control existing uses that pose environmental hazards.
  
- LU8-3. Maintain the appearance, setback requirements and controls regulating development in the area.
  
- LU8-4. As a general policy, retain existing public rights-of-way throughout the Village. Inventory and categorize existing Village rights-of-way. Develop a process, standards and criteria for identifying rights-of-way which, if vacated, sold or otherwise disposed of, would not adversely impact the character of the Village.