

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

SEPTEMBER 21, 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, September 21, 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
Elliot Miller
Gary Peters
Steven Kraus, Chair

Absent: Mary Collins

Also Present: Benjamin Schuster, Village Attorney
Brandon 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.

Ms. Nancy White (resident) provided an update to her proposal for redevelopment of Central Business District Block 3 and her actions taken since the August 17th PCZBA meeting. She stated her team is not able to move forward with the proposal because of the time constraints imposed by the property owner.

In response to a question from Member Badger, Ms. White stated the selling price for the five lots was quoted at \$1.9 million. She stated her team continues to explore more profitable options, but is not able to move forward at this time.

3. Approval of the July 20, 2016 PCZBA Regular Meeting Minutes

In response to a red-lined version showing corrections to the minutes from last month, Member Bishop moved to approve the July 20, 2016 PCZBA Regular Meeting Minutes as corrected. Member Miller seconded the motion. The motion passed on a unanimous voice vote.

3. Approval of the August 19, 2016 PCZBA Regular Meeting Minutes

Member Burns moved to approve the August 19, 2016 PCZBA Regular Meeting Minutes as presented. Member Peters seconded the motion. The motion passed on a unanimous voice vote.

4. Continuation of a Public Hearing for 311 E. Center Avenue 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

Chair Kraus introduced the agenda item, opened the public hearing and then requested an update from Staff.

A to VA Stanick reported the Village received a zoning application from the property owner of 311 E. Center Avenue to build a detached two car garage in the rear and side yards of the property. At its meeting on July 20th the PCZBA conducted a public hearing to consider the Petitioner's request and continued the public hearing to allow the Petitioner time to solicit feedback from neighbors and to explore setback distances that are comparable to the garage immediately to the east. A to VA Stanick stated on August 2nd the Petitioner submitted a revised Project with a 3' setback from the easterly interior side yard lot line and 3'9" from the rear yard lot line. An "auto-drive" diagram is provided by the Petitioner in the revised materials showing a turning area available for a garage without zoning setback relief and for a garage with a 3' setback (or 2' encroachment) from the easterly property line and a setback of 3'9" (or 1.25' encroachment) from the rear lot line illustrating the desired placement of the garage. Also included in the packet is a memorandum from Village Engineer Jeff Hansen, an email from the property owner to the south and a copy of Ordinance #2013-19, an ordinance granting variations from the Village's rear yard setback, side yard setback and maximum gross floor area regulations, allowing the replacement of an existing garage located at 313 E. Center Ave. (neighboring property to the east).

A to VA Stanick stated should the PCZBA vote to recommend granting the zoning relief from the minimum accessory structure setback regulations, Staff recommends the PCZBA 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.

Ms. Helen Tunney (Petitioner) and Mr. Neal Gerdes (Architect) introduced themselves and addressed questions from the Commissioners.

Member Bishop expressed her appreciation for the drawing and asked if permeable pavers could be used for the new patio that is indicated on the plans.

Member Badger expressed his concern regarding the existing tree located between the driveways. Mr. Gerdes stated the Village Arborist and In Care of Trees has inspected the tree and advised of options to better preserve the tree. He also presented a letter from the neighbor to the east expressing their opinion regarding the tree.

A to VA Stanick stated Staff has inspected the tree and believes it will be impacted by the construction. The Petitioner will be required to go through the tree removal process to take down the tree and will require replacement or a removal fee.

Ms. Tunney presented a letter from the neighbors located behind the property expressing their support for the project.

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

Chair Kraus expressed his opinion the request could be considered a special privilege, but since the Village approved a similar request for the neighboring property, it is appropriate to apply the same circumstance for this request.

Member Miller moved to recommend the Village Board approve a 40% variation from the minimum accessory structure interior lot line setback regulations to allow a setback of 2 ft.; and ii) approved, contingent on the Village Board’s approval of the interior lot line setback zoning relief, a 25% variation from the minimum accessory structure rear lot line setback regulations to allow a setback of 3.75 ft. with the conditions that a) the shed and the rear deck/steps are removed and ii) the new patio (as shown on the plans) is built using permeable pavers. Member Badger seconded the motion. The motion passed on the following roll call vote:

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

5. Application Withdrawn and the Public Hearing Cancelled in Consideration of 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

Chair Kraus stated the petition was withdrawn by The Roanoke Group therefore the public hearing is cancelled.

A to VA Stanick stated the Village Board approved an amended Planned Mixed-Use Development Ordinance with provisions that limit building height to 30 feet and if an advisory board does not act within the time prescribed by the ordinance, the decision is “no recommendation” and not a favorable recommendation. The purpose of this change is to more accurately represent the decision of the advisory board.

In response to a question from Member Burns, A to VA Stanick stated the Village Board voted not to include a provision that would trigger a super majority vote should the PCZBA vote to not recommend approval of a PMD.

6. A Discussion Concerning Updates to the Lake Bluff Comprehensive Plan and Planning Elements

A presentation regarding land use planning was presented by Chair Kraus and A to VA Stanick. Members Badger, Bishop and Miller reviewed the decisions and actions considered by the former Planning Commission to update the Comprehensive Plan.

The presentation covered distinctions between a comprehensive plan, zoning regulations and design guidelines, as well as the reasons for a comprehensive plan and an overview of planning elements and concepts typically used in municipal plans.

A discussion regarding updates to the Comprehensive Plan ensued. It was the consensus of the group to confirm the planning elements that will be used in the plan, as well as review the maps previously prepared for the Village during the Plan Commission's review in 2011.

Mr. Tom McAfee (resident) asked the PCZBA to consider planning for east/west alternative emergency routes due to the occasional flooding under the Sheridan Road viaduct and how the current Metra railway affects the surrounding area.

Ms. Maureen Chamberlain (resident) expressed her interest in impacts to traffic when Target and Stonebridge are both operational. A to VA Stanick stated a traffic impact study was completed as part of the Target development that included a built out Stonebridge development.

7. Staff Report

A to VA Stanick provided an update on Institutional Zoning Districts noting the Village will be working closely with the Park District in the coming months.

8. Commissioner's Report

Chair Kraus reported the next regular PCZBA meeting is scheduled for October 19, 2016.

A to VA Stanick stated the Village has received a special use permit application for a CrossFit fitness facility in the industrial park. The PCZBA is scheduled to hold a public hearing at its October meeting.

9. 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 8:55 a.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: October 14, 2016
SUBJECT: **Agenda Item #4** - Physical Fitness Facility Special Use Permit Request for 37 Sherwood Terrace, Units #132-133

Applicant Information:	Hunter Fitness and Nutrition, Inc. (Petitioner)
Location:	37 Sherwood Terrace, Units #132-133
Requested Action:	Request for a Special Use Permit
Public Notice:	<i>Lake County News Sun</i> – September 27, 2016
Existing Zoning:	Light Industry District (L-1)
Purpose:	Request for a Special Use Permit to operate a physical fitness facility in the L-1 District.
Tenant Space:	3,780 sq. ft.
Existing Land Use:	L-1 District – multi-tenant building with office and service uses
Surrounding Land Use:	<ul style="list-style-type: none">• North: Vacant lot• East: Forest Preserve across US Rt. 41• South: Auto Dealer• West: Multi-Tenant Office
Comprehensive Plan Land Use Objective:	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
Zoning History:	Not applicable
Applicable Land Use Regulations:	<ul style="list-style-type: none">• Section 10-4-2E: Special Use Permits

Background and Summary

On September 20, 2016 the Village received a zoning application from Hunter Fitness and Nutrition, Inc. (Petitioner) seeking a Special Use Permit (SUP) to allow the operation of a physical fitness facility at 37 Sherwood Terrace, Units #132-133.

Zoning Analysis

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 groups of 8 to 16 people. Also, in addition to small group training, the Petitioner will provide personal training, specialty training (yoga, sports massage, etc.), and special classes (boot camps, seniors, etc.). The Petitioner states as part of the submittal that 1,160 sq. ft. of space will be used for office and 2,620 sq. ft. for the gym.

According to the Petitioner the hours of operation will be:

Hours of Operation:
Monday - Friday: 5:00 a.m. to 8:00 p.m.
Saturday: 8:00 a.m. to 12:00 p.m.
Sunday: Closed (depends on future demand)

Due to the nature of the business Staff anticipates regular deliveries to the building will be minimal, if any.

Required parking in the L-1 Zoning District for production, assembly and office uses is 1 space per 600 sq. ft. of floor area. The building is 35,458 sq. ft. in size and requires 59 spaces; there are currently 71 total spaces.

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 of SUPs earlier this year of two separate fitness facilities: Vlad's Gym, Inc. (personal training) and Lyft Health & Fitness (*CrossFit* and weight training). The ordinances approving the SUPs for these businesses are provided as attachments.

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

PCZBA Authority

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 37 Sherwood Terrace, Units #132-133.

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, approve with conditions or deny the request for:
 - a SUP to operate a physical fitness facility at 37 Sherwood Terrace, Units #132-133.

Attachments

- Petitioner's zoning application and related material; and
- Ordinances #2016-03 (Vlad's Gym) and #2016-21 (Lyft Health & Fitness).

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

John Chris Hunter
Hunter Fitness and Nutrition Inc.
280 Anita Terrace Apt# 204
Antioch
September 14, 2016



Lake Bluff Village

Dear Lake Bluff Village :

I am writing to request the opportunity to have our business plan be reviewed so that Hunter Fitness and Nutrition Inc. can be considered for a special permit that will allow us to use a facility that is currently zoned for industrial use to be used as a gym.

The plan outlines our goals and strategy as that will be bring a positive impact to the Lake Bluff community including fitness and additional revenue to the village.

Sincerely,

John Chris Hunter
Hunter Fitness and Nutrition Inc.

Executive Summary

This business plan was compiled to confirm the sustainability of the new program; and to ensure that the revenues would build confidence with potential investors on their return. In order to complete an accurate review, several areas were analyzed including project goals, risks, implementation, and a competitive analysis to evaluate Hunter Fitness and Nutrition Inc. CrossFit's market position.

Company Information

CrossFit is a rapidly growing worldwide grassroots fitness movement. Combining gymnastics (calisthenics) with multi-joint weightlifting, interval training, and aerobic training, it approaches fitness as a contest against oneself. Workouts are measured by objective criteria like wattage, time, weight lifted, repetitions, or force, instead of repetitive "body part splits." Highly addictive, CrossFit focuses on perfection of form, a high frequency of variance in movement, a high intensity level over a short time period, and fun.

Hunter Fitness and Nutrition Inc. CrossFit is comprised of certified personal trainers through the National Academy of Sport Medicine (NASM), CrossFit certified trainers, and a Krav Maga certified instructor through Krav Maga Worldwide.

Hunter Fitness and Nutrition Inc. will be Lake Bluff's provider of high-level fitness training. Our philosophy is to teach people to move better through practice; to use novelty and intensity to create a fun environment of constant progress; to maintain education as our primary goal for both coaches and clients.

We are a service based business drawing revenue primarily from membership fees, personal training, special services (Yoga, sports massage, etc.) and special classes (boot camps, seniors, etc.). Additional income will come in from a pro shop (adding in phase III) that will sell shirts, shorts, and other fitness related accessories. A full line of supplements could be added if the interest for the athletes is there. There may also be opportunities to partner with other fitness based business that do not have resources to offer CrossFit such as martial arts studios and local corporations that do not have onsite fitness rooms.

Hunter Fitness and Nutrition Inc. will be opening with two employees and plan to expand to additional 3-6 part-time trainers as memberships increase and speciality classes are started.

Hours of operation will be from 5am to 8pm. Class schedule will be 5am, 6am, and 7am followed by open gym then classes with start up again at 5pm, 6pm, and 7pm. Hunter Fitness and Nutrition Inc. will continue to offer new classes as demographic targets are realized, as an example after noon classes for seniors/ stay at home parents as well as after school programs for kids to combat the obesity epidemic with today's youth.

Competition

Buying into the CrossFit affiliation does not put geographical limits on where a "box" can open in regards to other locations that are currently open. Crossfit focuses heavily on building community and healthy competition. Hunter Fitness and Nutrition Inc. has done research and found that there are four CrossFit boxes within 25 miles with an average membership price of \$140 per month.

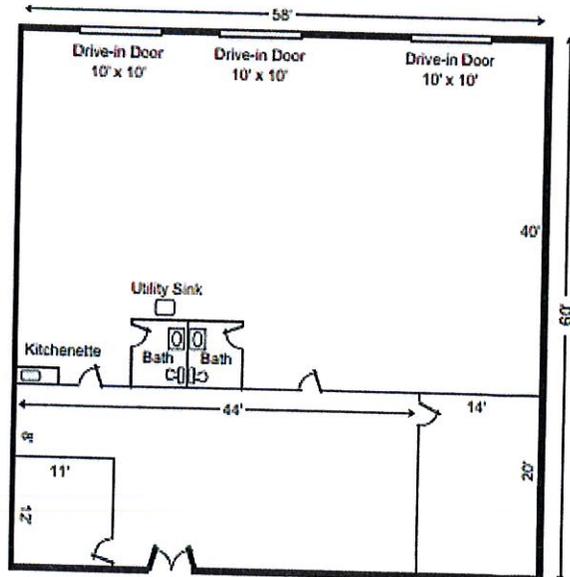
Although Hunter Fitness and Nutrition Inc. will be following the CrossFit workout plans, CrossFit programing is constantly varied and differ from each competitor. Hunter Fitness and Nutrition Inc. will be smaller compared to local competitors, however, this will allow us to cater to the individuals that do not like classes of 15+ athletes. In addition Hunter Fitness and Nutrition Inc. will be in a lease for two years that will allow us to grow at a sustainable rate purchasing equipment as needed keeping opening cost an a bare minimum.

Location:

Mercury Corporate Center in Lake Bluff has been identified as the best location for the gym. The office space 1,160 square feet and the warehouse (where the gym will be located) is 2,620 square feet. The location has been completely remodeled and virtually no work will be needed in the initial build out. The location has a small office, large conference room, wide open lounge area, and large warehouse with three bay doors. The unit also has a utility sink (perfect for washing off chalk from hands), two bathrooms, and a kitchenette. There will not be showers added in as they are currently not in the space and are uncommon in CrossFit type gyms. Surrounding business have typical operation hours that are opposite of our expected class schedule to allow for ample parking and playing music at "motivational levels" without bothering our neighbors.



Mercury Corporate Centre – Lake Bluff
37 Sherwood Terrace • Unit 132-133 • Lake Bluff, IL



Planning and Build Out

Phase I: Project Planning

June 2016- August 2016

During this period, Hunter Fitness and Nutrition Inc. solidified its knowledge and developed the framework for the program and established a set of guidelines for the candidate required for implementation. Discussions with local professionals and business owners also occurred to develop an understanding of the market conditions and the demand. This information was then used to find a location which is described in detail below.

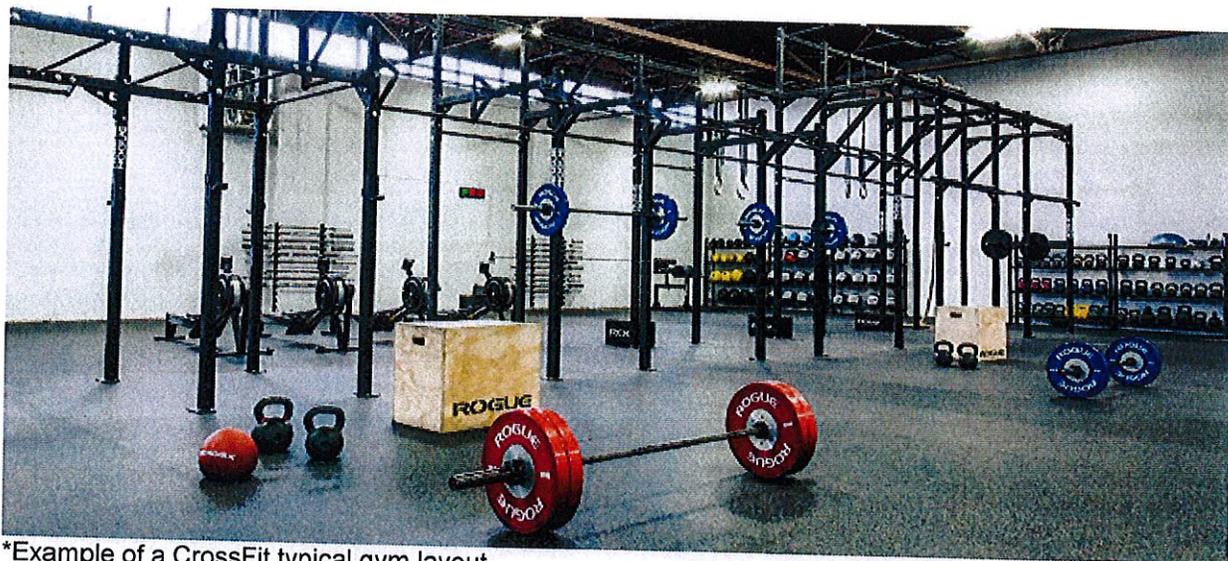
Staff of the gym have completed necessary training, earned highly accredited certificates, and teach group classes in the health and fitness industry.

Phase II: Obtain permits, affiliation, and gym build out

September 2016- December 2016

Once the location has been secured the following actions will be executed to obtain the proper permits and become a CrossFit affiliate:

- Apply for all papers for special permit in Lake Bluff
- Zoning to be reviewed
- Final review special permit after court
- Obtain permit
- Create website
- Buy into CrossFit affiliation
- Order equipment
- Build out
- Grand opening

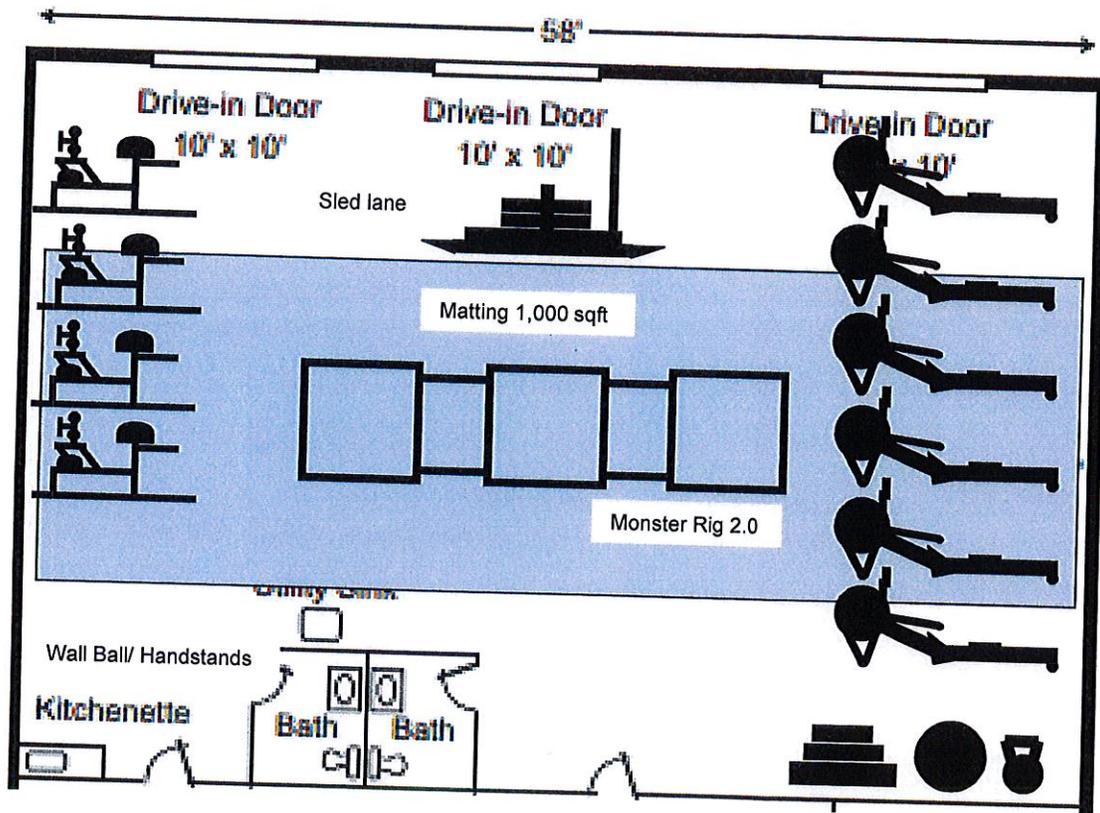


*Example of a CrossFit typical gym layout

Phase II build out will be heavily focused in the warehouse that will support class sizes of 8-16 athletes with best gear available. Better gear and the freshly remodeled location will attract higher income clientele and justify the monthly fee. Equipment will have minimal impact to the space as special mats will be laid on the floor. Weights are also surrounded in a material (recycled tires) that will further protect the floor. The "rig" will be bolted to floor however the holes can be filled.

The initial build out will require 1 to 2 full truckloads of equipment that will be delivered to the garage doors and the process of unloading should not take more than one hour. After the initial build out there will not be an increase in truck traffic until further expansion happens in phase III targeted for May/ July timeframe. All other deliveries of pro-shop related items are expected to be delivered through the front door via small package/ parcel carriers.

Below is a floor plan.



Phase III: Gym Expansion

May 2017 to July 2017

This phase will focus on expanding the clientele and ensuring that expected revenues are being generated. Additional build out of the lounge and conference room spaces. The lounge area will receive couches and the conference room will be converted into a personal training room (that can be rented for additional income).

Marketing Strategy

Hunter Fitness and Nutrition Inc. has determined that paying into the Crossfit affiliation is the best promotional opportunity due to the popularity of the program and their 13,000 "boxes" opened worldwide. The company will utilize social media, website, and Google as the main source of advertisement. As the company grows we also anticipate sponsoring events such as sporting or school activities.

Management

Chris Hunter, Owner Operator

A Hunter Fitness and Nutrition Inc. founding partner brings his love of research, coaching, and personal improvement to the gym. Chris is certified Krav Maga Phase A instructor through Krav Maga Worldwide. Currently instructs classes of 10-20 students training in self-defence and heavy bag classes. Additional certifications include Krav Maga level 1-4 (student level), personal trainer through the National Academy of Sports Medicine (NASM), and CrossFit level 1 Trainer.

Aneta Chmur, Owner Operator

Is also a Hunter Fitness and Nutrition Inc. founding partner that struggled with her own weight challenges she addressed through intense kettlebell workouts, dieting, and developing her own routines and a traditional gym. With her new found love of fitness Aneta is constantly challenging herself with new workouts, self-defence, and boxing programs. Certifications include Krav Maga level 2 (student level), personal trainer through the National Academy of Sports Medicine (NASM), and CrossFit level 1 trainer.

For more information contact:

Eric Wagener
224-353-2904

ewagener@owenwagener.com

Owen Wagener & Co.

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Schaumburg, IL 60173

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**MULTI-TENANT
 FLEX SPACE**

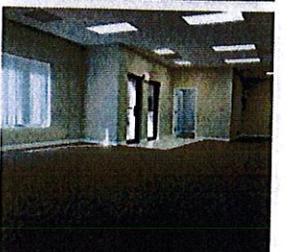
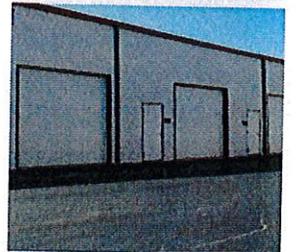


**Mercury Corporate Centre
 37 Sherwood Terrace, Unit 132-133**

- 1 Private Office and 1 Conference Room
- 3 Private Drive-In Doors
- Kitchenette
- Fully Air-Conditioned Warehouse
- Excellent Window Line
- Beautifully Landscaped
- Great North Shore Location at Route 41 & 60

Space Available:	3,780 SF
Present Office Space:	1,160 SF
Total Building Size:	35,458 SF
Acres:	2.59
Description:	Multi-Tenant Flex
Ceiling Height:	16'
Power:	100 Amps/110 Volts
Sprinklers:	Yes
Parking:	Ample
Loading:	3 Individual 10' x 10' Drive-in Doors
Year Built:	1988
Zoning:	Industrial
Heat:	Gas Forced Air
Monthly Rent:	\$2,995.00 Modified Gross
Taxes:	Estimated 2016 \$0.89/SF*
Operating Expenses:	Estimated 2016 \$2.40/SF*

*Included up to 2016 estimates. Tenant participates in increase in tax & operating expenses in excess of 2016 estimates, if any.



Members of this firm have an ownership interest in property

All information herein is from sources reliable but not guaranteed accurate. Subject to errors, omissions,

COMMERCIAL LEASE AGREEMENT

DATE OF LEASE (this "Lease"): September 6th, 2016

PREMISES: Approximately 3,780 square feet known as 37 Sherwood Terrace, Suites 132-133 ("the Premises") in the building (the "Building") commonly known as Mercury Corporate Centre- Lake Bluff located at 37 Sherwood Terrace, Lake Bluff, IL 60044. For the purpose of determining Lessee's obligation(s) as described herein, the square footage of the Building shall be 35,458 SF and Lessee's pro rata share ("Lessee's Pro Rata Share") shall be 10.7% (3,780/35,458). All notices shall be delivered in writing or electronically by email to the following parties:

LESSEE: NAME(S)..... Hunter Fitness and Nutrition, Inc.
AND John C. Hunter
ADDRESS..... 37 Sherwood Terrace, Suites 132-133, Lake Bluff, IL 60044

LESSOR: NAME Corporate Facility Services, Inc., as agent
..... for ATG TRUST COMPANY U/T #9206
ADDRESS..... 955 N. Plum Grove Road, Suite C
..... Schaumburg, IL 60173

LESSEE USE: In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, together with the appurtenances thereto, solely for the following purpose: CrossFit Gym

1. **TERM & RENT:** The term of this Lease (the "Term") shall be two (2) years, two (2) months, commencing October 1st, 2016 (the "Commencement Date") and expiring November 30th, 2018 (the "Expiration Date"). The total monthly rent shall be as follows:

2.

TERM	NET RENT	REAL ESTATE TAXES	COMMON AREA CHARGES	TOTAL MONTHLY RENT
10/1/2016-11/30/2016	\$0.00	+ *\$0.00	+ *\$0.00	= \$0.00
12/1/2016-11/30/2017	\$1,764.00	+ *\$280.00	+ *\$756.00	= \$2,800.00
12/1/2017-11/30/2018	\$1,848.00	+ *\$280.00	+ *\$756.00	= \$2,884.00

*These are Lessor's current estimates and are subject to change.

Lessee shall pay any rental tax, which is now or may at some other date be imposed by any taxing body or authority. The base rent amount is not based on a calculation of the square footage of the Premises and should the actual square footage differ from the amount shown on this Lease there shall be no adjustment in the base rent amount.

3. **RENEWAL:** This Lease shall renew for an additional twelve (12) month period (hereinafter referred to as a "Renewal Period"), unless terminated in writing by either Lessor or Lessee, not less than sixty (60) days prior to the Expiration Date of this Lease or the Expiration Date of any subsequent Renewal Period. The aforementioned renewal provision shall be an ongoing right to renew provided Lessee is not then in default of any of its obligations under this Lease. Base Rent during the Renewal Period or any subsequent Renewal Periods shall

increase by 3% over the prior twelve (12) month Term or Renewal Period.

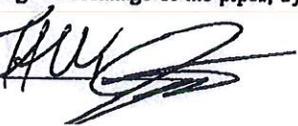
4. **UTILITIES, GAS, WATER, REFUSE, AND ELECTRICITY:** Lessor has caused necessary mains, conduits, and other facilities to be provided to supply gas, water and electricity to the Premises. Lessee shall pay for all gas and electricity used in the Premises and all refuse disposal and water and sewer charges from and after the date on which the Lessor makes the Premises available for the Lessee's use. It is the responsibility of the Lessee to contact the electric and the gas companies if they are the only user on an individual meter, to set up their individual accounts. Lessee must notify Lessor of the new account name and numbers prior to the effective date of the Lease. In addition thereto, Lessee shall pay for all other utilities and refuse disposal used in operation of its business in the Premises. Should the Premises occupied by Lessee share water, refuse collection, and/or gas and/or electric service with another lessee of the Building, Lessee agrees to pay their Pro Rata Share of the total costs of such water, refuse collection, and/or electric and/or gas charges. Lessee will make certain that all refuse are disposed of in sealed plastic bags. Excessive usage of common water, refuse or any utility, in excess of the average monthly cost shall be billed back to Lessee.

5. **HEATING, VENTILATING AND COOLING:** Lessee agrees to maintain and repair in good order and condition, and replace as necessary, the heating, ventilating and cooling unit installed to serve the Premises. Lessee shall pay for all charges rendered in connection with the use of such unit and all appurtenances thereto for the purpose of heating and air conditioning the Premises. Lessor, at its sole discretion, may elect to maintain the HVAC system and include these charge as Common Area Maintenance as provided in Paragraph 25 herein. Lessee may also join Lessor's HVAC Protection Program per a separate agreement.

Please Initial

6. **ADDITIONAL RENT:** All amounts required or provided to be paid by Lessee under this Lease shall be deemed rent, including without limitation, common area maintenance charges, promotion and advertising charges, if any, real estate taxes and insurance premiums and any other costs being obligation of the Lessee, if paid by Lessor, after receiving five days' notice and the failure to pay the same or any portion of the same shall be treated in all events as a failure to pay rent.
7. **SECURITY DEPOSIT:** Lessee shall deposit with Lessor the sum of \$5,768.00, as security for faithful performance and observance by Lessee of the terms and provisions of this Lease. Upon completion of the Term of this Lease, Lessee shall return the occupied space, carpet, woodwork, trim, ceiling, equipment, fixture, switches, floor, and walls to the same condition it was on the first day of occupancy, except for normal wear, or pay Lessor the amount necessary to do so. Lessee may not use the security deposit as an offset against claims against Lessor or as an offset against rent in any month. In the event of a bona fide sale of the real property, Lessor shall have the right to transfer the security deposit to the purchaser thereof. Lessee shall add moneys to the security deposit at the end of any month in which the security deposit has been reduced as a result of late fees or other charges contemplated in this Lease. The security deposit shall be held by Lessor, without interest, in favor of Lessee; provided, however, that no trust relationship shall be deemed created thereby and the security deposit may be commingled with other assets of Lessor. If Lessee defaults in the performance of any of its covenants hereunder, Lessor may, without notice to Lessee, apply all or any part of the security deposit to the cure of such default or the payment of any sums then due from Lessee under this Lease in addition to any other remedies available to Lessor.
8. **RENT DUE DATE:** Lessee understands that rent is due on or before the 1st of the month and considered late if not received by the 1st of the month. Lessee shall pay the rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Lessee, or receipt of acceptance by Lessor, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction. Each time a regular monthly rental installment check is received by Lessor after the 1st day of any calendar month, Lessee shall be billed 5% per month as a late fee based upon the current total monthly payment due which is due and payable with the next month's rent plus a \$150.00 administrative fee. Each time a regular monthly rent installment check is returned to Lessor for non-sufficient funds, Lessee shall be billed a \$150.00 fee (following submission of a check which is returned for non-sufficient funds, Lessee shall immediately pay the next three month's rent by money order, cashier's check or wired funds), with or without notice from Lessor. Lessee agrees to pay all costs of collection incurred by Lessor as a result of the Lessee's failure to pay in a timely manner, these including the costs of attorney's fees and collections agency fees, commissions and administration fees.
9. **OCCUPANCY:** Lessee will occupy the Premises upon the Commencement Date and except when and to the extent that the Premises are untenable by reason of damage by fire, or casualty, will use and continuously operate for the uses provided in Section 26 of this Lease, 100% of the Premises except minor portions as may be reasonably required for storage, and only in connection with the business conducted by Lessee in the Premises; Lessee shall conduct its business in a lawful, high grade and reputable manner and shall maintain adequately trained personnel for efficient service to customers. Lessee shall not permit the use or occupancy of the Premises for purposes not provided for under this Lease or by anyone other than the Lessee and the Lessee's employees.
10. **NON-LIABILITY OF LESSOR:** Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat or cool the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the Building.
- HALLS:** Lessor will cause the halls, corridors and other parts of the Building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents, repairs, and unavoidable delays accepted.
- RULES AND REGULATIONS:** Exhibit A (Rules and Regulations) constitute a part of this Lease. Lessee shall observe and comply with them and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.
- COMPLIANCE WITH LAWS:** Lessee shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations, including all environmental laws and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to either or both of the Premises and Lessee's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Lessee's business in the Premises, Lessee, at its expense, shall procure such license or permit prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Lessee shall give prompt notice to Lessor of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.
- ASSIGNMENT; SUBLETTING:** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned without, in each case, the prior written consent of Lessor.
15. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the demised premises without prior written consent of Lessor. All alterations, additions, or improvements shall become the property of the Lessor at the termination of this Lease. However, Lessee shall promptly remove, if Lessor so elects, all alterations, additions, or improvements and any other property placed in the Premises by Lessee and Lessee shall repair any damage caused by such removal.
16. **MAINTENANCE:** Lessee shall, at its sole cost and expense, perform any and all maintenance, repairs and replacements required in order to so maintain and preserve, in the same condition as exists on the Commencement Date, the Premises and the fixtures and appurtenances therein (including the HVAC, plumbing, mechanical and electrical systems). Lessor may join Lessor's HVAC Protection Program per separate agreement.
17. **JANITORIAL, KEYS AND LIGHT BULBS:** No janitorial service is provided inside of the Lessee's space, light bulbs for Lessee's light fixtures and replacement thereof are to be supplied by Lessee. Lessee will be provided with 2 keys for the Building and 2 keys for the Lessee's office door, additional keys will be provided at Lessee's expense, all keys must be returned to Lessor at the end of the Term.
18. **DAMAGE, TAKING AND RESTORATION, AND UNFITNESS:** Lessee shall give prompt notice to Lessor of any fire, casualty or damage to the Premises or any of the systems serving the Premises. Should the Premises be damaged by fire or other casualty, to the extent that the Premises is untenable for a period greater than 180 consecutive days, then the Lessor or Lessee may terminate this Lease by giving written notice, one to the other, of such termination prior to the commencement of any restoration of the Premises by Lessor. If the casualty, repairing or rebuilding renders the Premises untenable, in whole or in part, and the damage not be the result of the default or neglect of the Lessee, a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date the Lessor completes its work, said proportion to be

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- computed on the basis of the relation which the gross square foot area of the area rendered untenable bears to the floor space of the Premises. If the whole, or any substantial (as reasonably determined by Lessor) portion of the Premises is taken or condemned for any public use by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the use of the Premises by Lessee, then this Lease shall terminate effective when the physical taking of said Premises occurs. Lessee understands that it has no right to participate in any condemnation proceeds or awards.
19. **SURRENDER OF PREMISES:** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises: (a) Lessee shall quit and surrender the Premises to Lessor "broom-clean" and in a condition that would reasonably be expected with normal and customary use in accordance with prudent operating practices and in accordance with the covenants and requirements imposed under this Lease, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Lessee's reasonable care) and such damage or destruction as Lessor is required to repair or restore under this Lease; (b) Lessee shall remove all of Lessee's personal property therefrom, except as otherwise expressly provided in this Lease; and (c) Lessee shall surrender to Lessor any and all keys, access cards, computer codes or any other items used to access the Premises. If Lessee remains in possession after the expiration of this Lease or after any earlier termination date of this Lease or of Lessee's right to possession: (i) Lessee shall be deemed a Lessee-at-will; (ii) Lessee shall pay 200% of the aggregate of all rent last prevailing hereunder, and also shall pay all actual damages sustained by Lessor, directly by reason of Lessee's remaining in possession after the expiration or termination of this Lease; (iii) there shall be no renewal or extension of this Lease by operation of law; and (iv) the tenancy-at-will may be terminated by either party hereto upon 30 days' prior written notice given by the terminating party to the non-terminating party. The provisions of this Section 19 shall not constitute a waiver by Lessor of any re-entry rights of Lessor provided hereunder or by law and shall survive the termination or expiration of this Lease.
20. **NO WASTE OR MISUSE:** Lessee shall restore the Premises to Lessor with glass of like kind and quality in the several doors and windows therein; entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect of the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other lessees of the Building, caused by such waste or misuse.
21. **TERMINATION, ABANDONMENT, RE-ENTRY, RELETING:** At the Expiration Date, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of 200% of one month's rent per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied ten days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the Term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
22. **REMOVED PROPERTY:** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overage, if any, to Lessee upon demand.
23. **COMMON AREAS:** Lessor shall make available from time to time areas (hereinafter sometimes called "Common Areas") and facilities of common benefit to the lessees and occupants of the Premises as Lessors shall deem appropriate. Lessor shall operate, manage (and in connection therewith shall have the right to impose reasonable uniform rules and regulations), equip, light, provide signage, insure, repair and maintain the Common Areas and facilities for their intended purposes and in such manner as Lessor shall, in its sole discretion determine, and may from time to time change the size, location and nature of any Common Areas or facilities and make installations therein and move and remove such installations. Lessor shall have the right to close the Common Areas or any part thereof on non-business days or during non-business hours as Lessor shall in its sole discretion, determine. Lessor shall have the right to close the Common Areas if required by governmental regulations or authority during business hours or any portion thereof. Lessor may, in its discretion, impose parking charges.
24. **USE OF COMMON AREAS:** Lessee and its business invitees, employees and customers shall have the non-exclusive right, in common with Lessor and all others to whom Lessor may from time to time impose the rights of Lessor as set forth above. Lessee shall pay Lessor, after two (2) days written notice, \$80.00 for each day on which a car of Lessee, a concessionaire, employee, or agent of Lessee is parked outside any area designated by Lessor for employee parking after such notice. Lessee authorizes Lessor to cause any such car to be towed from the parking lot and Lessee shall reimburse Lessor for the cost thereof upon demand, and otherwise indemnify and hold Lessor harmless with respect thereto. Lessee shall abide by all rules and regulations and cause its concessionaires, officers, employees, agents, customers and invites to abide thereby. Lessor at anytime, may close temporarily any Common Areas to make repairs or changes, prevent the acquisition of public rights therein, discourage non-customer parking, or for other reasonable purposes. Lessee shall not interfere with Lessor's or other lessees' rights to use any part of the Common Areas. Neither Lessee nor Lessee's employees shall park automobiles in any area other than areas posted for such parking.
25. **CHARGES FOR COMMON AREAS AND FACILITIES:** Lessee shall pay to Lessor in and for each calendar year (and partial Lease Year) Lessee's Pro Rata Share of all costs and expenses of every kind and nature, paid or incurred by the Lessor during such calendar or partial year and for the Lease Term in operating, managing, equipping, protecting, insuring, lighting, cooling, heating, repairing, replacing, and maintaining upon Lessor's sole election the Common Area and facilities and signs as may exist or be constructed, in the Premises (the "Common Area Maintenance Costs"). Such charges shall be paid as additional rent in monthly installments on the first date of each calendar month in advance in an amount estimated by Lessor. After the expiration of each calendar year, Lessor shall furnish Lessee with a statement in reasonable detail of the actual Common Area Maintenance Costs paid or incurred by Lessor during such calendar year, and thereupon there shall be an adjustment between Lessor and Lessee with payment to the Lessor to the end that Lessor shall receive the precise amount of Lessee's Pro rata Share of said costs for such period. In no event shall any Additional Rent result in a decrease of

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the Total Monthly Payment payable hereunder as outlined in Section 2 on Page One.

26. USE OF PREMISES STANDARD INSURANCE RATING:

Lessee will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon (It is Lessor's understanding that Lessee's business operates within the bounds of a "standard insurance rating" with regards to Lessor's building risk (if at anytime Lessor's building insurance risk policy becomes rated above standard insurance risk because of Lessee's operation, Lessee agrees to pay the above difference as additional rent) nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the Building of which they are part. The Premises shall be occupied and used by Lessee for the sole purpose of conducting therein business as provided in page one of this Lease, and only such other activities approved in writing by Lessor and which do not conflict with other businesses in the Building under the Lessee's name unless another name is approved in writing, by the Lessor. Lessee, Lessee's agents or employees shall not in any manner or activity interfere with the quiet enjoyment of leased spaces by other lessees in the Building in which the Premises is leased.

27. HOLD HARMLESS: Lessee shall save Lessor and Lessor's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage, and/or expenses, including reasonable attorneys fees in respect to any injury to or death of any person and/or damage to or loss or destruction of any property occasioned by or growing out of any maintenance by Lessee or any alterations, remodeling, repairs or additions by Lessee or Lessee's agents or contractors, or as a result of any violation of law by Lessee. Notwithstanding anything to the contrary herein, nothing in this Lease shall be deemed to exculpate Lessor from, or indemnify Lessor for, Lessor's negligent or willful acts or omissions.

28. INSURANCE: Lessee shall save Lessor and Lessor's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage and/or expense (including reasonable attorney fees) in respect of any injury to, death of, any person, and/or damage to, or loss or destruction of, any property while on the Premises or any other part of the Rental Property occasioned by any act or omission of Lessee, or anyone claiming by, through or under Lessee; Lessee agrees to maintain in responsible companies approved by Lessor, public liability insurance, insuring Lessor, Lessor's beneficiaries and agents and Lessee, as their interests may appear, against all claims, demands, or actions for injury to or death of any one person (in an amount of not less than \$1,000,000.00) and for injury or death of more than one person in any one occurrence (in an amount of not less than \$1,000,000.00) and for damage to property (in an amount of not less than \$1,000,000.00) made by or on behalf of any persons, firm, or corporation, arising from, related to, or connected with the conduct and operation of Lessee's business, in the Premises (Lessor shall have the right to direct Lessee to increase said amounts whenever it considers them inadequate), and, in addition, and in like amount covering Lessee's contractual liability under the aforesaid hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Premises; to maintain plate glass insurance covering all exterior plate glass in the Premises and Fire insurance with usual extended coverage endorsements as Lessor may from time to time require covering all of Lessee's stock in trade floor coverings and equipment in the Premises. All of said insurance shall be in form and in responsible companies satisfactory to Lessor and

shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor. The policies or duly executed certificates for same (which shall evidence the insurer's waiver of subrogation), together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Lessor upon renewals of such policies, not less than thirty (30) days prior to the expiration of the Term of such coverage; and that if Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay Lessor the premium cost thereof upon demand. Lessor shall maintain a commercial property insurance policy covering the Premises (at its full replacement cost), but excluding Lessee's personal property; provided, however, that Lessee shall, upon demand, reimburse Lessor for Lessee's Pro rata Share of the cost incurred by Lessor to maintain the commercial property insurance policy. Lessee shall pay to Lessor, Lessee's Pro rata Share of any premiums for fire, extended coverage and liability insurance (with all its endorsements including, without limitation, business interruption insurance), paid annually by Lessor during the Lease Term. The payment by Lessee of its share of such insurance premiums shall be made to Lessor on the first day of each calendar month as part of common area expenses. In addition to the foregoing, Lessee shall pay its share of any costs of inspection and all fees charged by the city, town village, county, state, etc. relative to the use and occupancy of the Premises as additional rent hereunder.

29. INDEMNIFICATION AND LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal liability on persons, firms, or entities who constitute Lessor with respect to any of the terms, covenants, conditions and provision of this Lease, and Lessee shall look solely to the interest of Lessor, its successors and assigns, for the satisfaction of each and every remedy of Lessee in the event of default by Lessor hereunder; such exculpation of personal liability is absolute and without any exception whatsoever. Lessor and Lessor's beneficiaries, agents, and employees shall not be liable for, and to the extent permissible by state law, Lessee waives all claims for, damage to person or property sustained by Lessee or any person claiming through Lessee resulting from an accident or occurrence in or upon the Premises or the Building of which they shall be a part, including, but not limited to, claims for damage resulting from; a) Any equipment and appurtenances becoming out of repair, b) Injury or damage occasioned by wind, water or other natural element, c) Any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, porches, railings, or walks, d) Broken glass, e) The backing up of any sewer pipe or downspout, f) The bursting, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such Building or Premises, g) The escape of steam, hot water, noxious gas, liquid or any environmental condition, h) Water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such Building or Premises or otherwise, i) The falling of any fixture, plaster or stucco, and j) Any act, omission or negligence of co-lessees or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property. Additionally, except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this Lease.

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- 30. ACCESS TO LEASED PREMISES:** Lessee shall permit Lessor, Lessors' mortgagee and agents to enter the Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or the Building in which the same are located, and of showing the Premises to prospective purchasers, lenders, and lessees.
- 31. REAL ESTATE TAXES, INSPECTIONS AND, INSPECTION FEES:** Lessee agrees to pay Lessee's Pro Rata Share, of the taxes, public charges and assessments (and all costs and fees incurred by Lessor in contesting the same and/or negotiating with the public authorities as to the same) assessed or imposed upon the land and buildings and (other than income taxes) rents (or other charges) upon which Lessor is from time to time obligated to pay the taxes, determined as of the date the tax bill is issued. Should the tax authorities include in taxes machinery, equipment, inventory or other personal property or assets of Lessee, Lessee shall then pay the entire taxes for such items. Until adjusted by notice in writing, Lessee agrees to pay the Lessor a billed amount on the first date of each calendar month as payment for taxes. Lessor shall have the right, at its discretion, to adjust said monthly estimated payment at any time to reflect Lessor's reasonable estimate of the amount of taxes that will be due for the then current year, and Lessee's taxes that will be due for the then current year, and Lessee's monthly payment shall be such adjusted amount commencing with the calendar month following Lessor's notice of such adjustment. Photostatted copy of bill(s) shall be conclusive evidence of the amount of taxes and other charges contemplated herein, due. Lessee's Pro rata Share of the taxes will be according to the length of time the Lease is in effect for the year in which the Lease commences and the year in which it terminates. Notwithstanding any other provision of this Lease, for the purpose of determining the tax amount as described herein, the taxes due for a given year shall be the taxes paid by Lessor in that given year regardless of the actual tax year or period for which the taxes are payable. In no event shall any Additional Rent result in a decrease of the Total Monthly Payment payable hereunder as outlined in Section 2 on Page One.
- 32. DEFAULT BY LESSEE:** Failure by Lessee to pay, when due, any Rent provided for in this Lease, if such failure shall continue for five (5) days after written notice thereof from Lessor to Lessee, shall constitute an event of default. In the event Lessee shall neglect reasonably to maintain or repair the Premises as specified in this Lease, Lessor shall have the right (but not the obligation) to cause repairs, maintenance or corrections to be made and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rent on the next rental installment date. It shall be a default by Lessee under this Lease if Lessee makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law, or an involuntary petition is filed against Lessee under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law that is not dismissed within 90 days after filing, or whenever a receiver of Lessee, or of, or for, the property of Lessee shall be appointed, or Lessee admits it is insolvent or is not able to pay its debts as they mature. It shall also be a default if Lessee fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Lessee under this Lease (other than the obligation to pay rent) for a period of 15 days after Lessor's delivery to Lessee of written notice of such default. If Lessee is in default under this Lease, Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event, Lessor shall be entitled to recover from Lessee all of: (i) the unpaid rent (inclusive of base rent and additional rent) that is accrued and unpaid as of the date on which this Lease is terminated; and (ii) any other remedy now or hereafter available under the laws of the State of Illinois.
- 33. MODIFICATION:** It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in, or waiver of any part of this Lease, has been or can be made unless done in writing and endorsed hereon by the Lessor, and in such case it shall operate only for the time and purpose as expressly stated.
- 34. NO SMOKING:** In accordance with the Smoke-Free Illinois Act, no smoking is allowed anywhere within the Premises.
- 35. ESTOPPEL CERTIFICATE:** Lessee agrees, from time to time and within 10 days after request by Lessor, to deliver to Lessor, or Lessor's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Lessor. Failure by Lessee to timely execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Lessee that the statements included therein are true and correct without exception.
- 36. SUBORDINATION AND ATTORNMENT:** This Lease is and shall be subject and subordinate at all times to any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of the Premises. Lessee shall execute and deliver, within ten (10) days of Lessor's request, and in the form reasonably requested by Lessor (or its lender), any documents evidencing the subordination of this Lease. Lessee hereby covenants and agrees that Lessee shall attorn to any successor to Lessor.
- 37. TRANSFER BY LESSOR:** In the event of a sale or conveyance by Lessor of the Premises, the same shall operate to release Lessor from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to Lessor's successor in interest with respect thereto and agrees to attorn to such successor.
- 38. BROKER:** Lessee covenants, warrants and represents that Owen Wagener & Co. was the only broker to represent Lessee in the negotiation of this Lease ("Lessee's Broker"). Lessor covenants, warrants and represents that Owen Wagener & Co. was the only broker to represent Lessor in the negotiation of this Lease ("Lessor's Broker"). Lessor shall be solely responsible for paying the commission of [both Lessee's Broker and] Lessor's Broker. Each party agrees to and hereby does defend, indemnify and hold the other harmless against and from any brokerage commissions or finder's fees or claims therefor by a party claiming to have dealt with the indemnifying party and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination or expiration of this Lease.
- 39. RECORDATION OF LEASE:** Lessee shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.
- 40. FINANCIAL INFORMATION:** Lessee shall deliver to Lessor information and documentation describing and concerning Lessee's financial condition and in form and substance reasonably acceptable to Lessor, within ten (10) days following Lessor's written request therefor. Upon Lessor's request, Lessee shall provide to Lessor the most currently available audited financial statement of Lessee; and if no such audited financial statement is available, then Lessee shall instead deliver to Lessor its most currently available balance sheet and income statement.
- 41. LIEN PROHIBITION:** Lessee shall not permit any mechanics or materialmen's liens to attach to the Premises or the Building. Lessee, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within 30 days after the filing thereof; or, within such thirty (30) day period, Lessee shall provide Lessor, at Lessee's sole expense, with endorsements (satisfactory, both in form and substance, to Lessor and the holder of any mortgage or deed of trust) to the existing title insurance policies of Lessor and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Lessee has not so performed, Lessor may, at its option, pay and discharge such liens and Lessee shall be responsible to reimburse

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Lessor, on demand and as additional rent under this Lease, for all costs and expenses incurred in connection therewith, together with interest at the rate of twelve percent (12%) per annum, which expenses shall include all fees of attorneys of Lessor's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises.

42. PARTIAL INVALIDITY: If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

43. PLURALS; SUCCESSORS: The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

44. CONDITION, USE AND OCCUPANCY

Lessee acknowledges that: (a) it has been advised by Lessor and/or Broker to satisfy itself with respect to the condition of the Premises (including but not limited to the security, environmental aspects, and compliance with applicable governmental requirements), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relates to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. Lessee is responsible for determining whether or not any applicable governmental requirements, and especially the zoning, are appropriate

for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.

45. CONFIDENTIALITY AND NON-DISCLOSURE OF RENTAL RATES AND TERMS TO THIRD PARTIES

Lessee agrees to hold all lease terms, rental rates and lease contract information confidential and shall not disclose such to any non-associated third party including other tenants in the property. Should Lessee breach this confidentiality agreement, Lessor shall have the right to impose an economic loss charge equivalent to 10% of the then current monthly rent. Said breach of confidentiality charge shall be added to the monthly rent and shall be paid by the Lessee as additional rent due for the remainder of the lease term.

46. QUIET ENJOYMENT

The Lessor covenants and agrees that the Lessee upon paying the Basic Rent, Additional Rent and all other charges herein provided for and performing and fulfilling covenants, agreements and conditions of this Lease shall lawfully and quietly hold, occupy and enjoy the Premises, subject, however, to the matters herein set forth.

47. NOTICES

All notices, demands and requests which are required to be given by either party to the other shall be in writing and shall be deemed given when sent by email, courier, hand delivery, faxed or United States Certified Mail, postage prepaid, if for the Lessee, addressed to the Lessee at the Premises or at such other place as the Lessee may designate by written notice to the Lessor at the address specified on page one, or at such other place as the Lessor may designate by written notice to the Lessee

Please Initial



WITNESS the hands of the parties hereto as of the Date of Lease stated above.

LESSEE: Hunter Fitness and Nutrition, Inc.

BY:


John C. Hunter

**LESSOR: Corporate Facility Services, Inc., as agent
for ATG TRUST COMPANY UIT #9206**

BY:


Timothy S. Wagener, not individually, but as
President of Corporate Facility Services, Inc.

GUARANTY

The undersigned hereby represents to Lessor that they have a financial interest in Lessee and that in order to induce Lessor to accept this Lease, the undersigned jointly and severally do hereby guarantee the payment of all sums due Lessor from Lessee under the aforesaid Lease and the full and prompt performance by Lessee of all the terms, provisions, covenants and agreement herein contained.

BY:


John C. Hunter- Individually

Emergency Phone Number/ Lessee: (847) 707 - 4346

Please Initial



RIDER TO A CERTAIN LEASE BETWEEN

**Corporate Facility Services, Inc., *as agent*
for ATG TRUST COMPANY U/T #9206 (Lessor)**

And

Hunter Fitness and Nutrition, Inc. (Lessee)

DATED THE 6th day of September, 2016

It is acknowledged that the Lessee must obtain a special use permit from the Village of Lake Bluff in order to operate its gym business. This lease is subject to the Lessee obtaining said permit.

Lessee shall have the right to occupy the premises prior to receipt of the special use permit provided this lease is signed, all monies deposited with the Lessor, certificate of insurance issued to the Lessor, all utilities paid for by the Lessee, with the full force of the lease in place and operating in accordance thereof.

If Lessee does not secure said special use permit, Lessee shall have the right to cancel this lease with a full refund of moneys advanced, provided however that the Lessee shall be responsible for complete restoration of the premises, returning it to the original condition that it was received. Any damages or costs incurred by the Lessor due to the Lessee's occupancy of the premises shall be deducted from moneys held by the Lessor.

An administrative charge of \$500.00 will be applied if this lease is cancelled.

Please Initial



Exhibit B

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking area and grounds associated therewith (if any), the Property and the appurtenances thereto:

1. Sidewalks, entrances, passageways, courts, corridors, vestibules, halls, loading areas and stairways in and about the Building shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors from the exterior of the Building.
2. Plumbing, fixtures and appliances shall be used for only the purpose for which they were designed and no foreign substance of any kind whatsoever shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee or its agents, employees or invitees, shall be paid for by Lessee and Lessor shall not in any case be responsible therefore.
3. Any sign, lettering, picture, notice, advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner, and be of such character and style, as Lessor shall approve, in writing in its reasonable discretion. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or door or in a position to be visible from outside the Building. No nails, hooks or screws (except for customary artwork or wall hangings) shall be driven or inserted into any part of the Premises or Building except by Building maintenance personnel, nor shall any part of the Building be defaced or damaged by Lessee.
4. Lessee shall not place any additional lock or locks on any door in the Premises or Building without Lessor's prior written consent. Lessor shall furnish a reasonable number of keys to the locks on the doors in the Premises to Lessee at the cost of Lessee, and Lessee shall not have any duplicate keys made. All keys and passes shall be returned to Lessor at the expiration or earlier termination of this Lease.
5. Lessee shall refer all contractors, contractors' representatives and installation technicians for Lessor for Lessor's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, window trim, ceilings, equipment and any other physical portion of the Building. Lessee shall not waste electricity, water or air conditioning. All controls in common areas shall be adjusted only by Building personnel.
6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Lessee of any merchandise or materials which require the use of stairways, lobby areas, or loading dock areas, shall be restricted to hours designated by Lessor. Lessee must seek Lessor's prior approval by providing in writing a detailed listing of such activity. If approved by Lessor, such activity shall be under the supervision of Lessor and performed in the manner stated by Lessor. Lessor may prohibit any article, equipment or any other item from being brought into the Building. Lessee is to assume all risk for damage to articles moved and injury to persons resulting from such activity. If any equipment, property and/or personnel of Lessor or of any other Lessee is damaged or injured as a result of or in connection with such activity, Lessee shall be solely liable for any and all damage or loss resulting there from.
7. All corridor doors, when not in use, shall remain closed. Lessee shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day. When loading or unloading, doors may be propped open only using the doorstep on the door. Rocks, ropes, etc. are not acceptable and can cause damage to the doors. Any damage caused by Lessee will be the responsibility of the Lessee to repair. If Lessee does not make repairs within a reasonable amount of time, Lessor will make repairs and Lessee is responsible for fully reimbursing Lessor for all costs incurred.
8. Lessee shall keep all electrical and mechanical apparatus owned by Lessee free of vibration, noise and noxious odors which may be transmitted beyond the Premises which may disturb other tenants.
9. Canvassing, soliciting and peddling in or about the Building or Property is prohibited. Lessee shall cooperate and use its best efforts to prevent the same.
10. Lessee shall not use the Premises in any manner that would overload the standard heating, ventilating or air conditioning systems of the Building.
11. Lessee shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves that adversely affect or interfere with the operation of any systems or equipment in the Building or Property.
12. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Lessor for such purposes.
13. Lessee shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusements devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Lessee's employees, and then only if such operation does not violate the lease of any other Lessee in the Building.

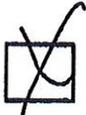
Please Initial 

14. Lessee shall utilize the termite and pest extermination service designated by Lessor to control termites and pests in the Premises. Except as included in Basic Costs, Lessee shall bear the cost and expense of such extermination services.
15. To the extent permitted by law, Lessee shall not permit picketing or other union activity involving its employees or agents in the Building or on the Property, except in those locations and subject to time and other constraints as to which Lessor may give its prior written consent, which consent may be withheld in Lessor's sole discretion.
16. Lessee shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises, the Building, the Property and their respective use or occupancy thereof. Lessee shall not make or permit any use of the Premises, the Building or the Property, respectively, which is directly or indirectly forbidden by law, ordinance, governmental regulation or order, or direction of applicable public authority or which may be dangerous to person or property.
17. Lessee shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Building or the Property; without limiting the foregoing, Lessee shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.
18. All deliveries to or from the Premises shall be made only at times, in the areas and through the entrances and exits designated for such purposes by Lessor. Lessee shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other Lessee of its premises or any common areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.
19. Lessee shall carry out Lessee's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Lessor and in a manner which will not interfere with the rights of other Lessees in the Building.
20. Lessor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Lessee, Lessee's agents, employees, contractors, guests and invitees shall comply with Lessor's reasonable requirements thereto.
21. Lessor shall have the right to prohibit the use of the name of the Building or any other publicity by Lessee that in Lessor's opinion may tend to impair the reputation of the Building or its desirability for Lessor or its other Lessees. Upon written notice from Lessor, Lessee will refrain from and/or discontinue such publicity immediately.
22. In accordance with the Smoke-Free Illinois Act, neither Lessee nor any of its employees, agents, contractors, invitees or customers shall not smoke anywhere within the Premises as this is a No Smoking, Smoke Free Building. Lessee is responsible for any of its employees, agents, contractors, invitees or customers who smoke in the building in violation of this provision, Lessor reserves the right to fine the Lessee if this provision is violated.
23. For properties where the Tenants share garbage services, the compactors or rolling trash containers will be located in an area designated by the Lessor. These compactors and/or containers are solely for the removal of Lessee's everyday garbage. If a Lessee has an excess amount of trash, they must contact the Lessor to make arrangements for its removal. Lessee shall pay additional costs for said removal of excess trash. Delivery boxes can be recycled if they are broken down and placed in the green/blue containers in the dock area that are designated for recycling.
24. Pallets left from deliveries in Lessee spaces must remain in Lessee's possession inside their premises until they are removed from the property. Do not store or stack pallets in the dock area for any reason, at any time, whatsoever. Pallet storage and removal is the responsibility of the Lessee.
25. No dogs, cats, birds or animals shall be brought into or kept in, on or about any Lessee's leased premises.
26. No flammable or explosive fluid or substance shall be used or kept in the Building.
27. No picnicking or barbecuing is allowed upon the Premises grounds except in areas designated by Lessor.
28. No antenna or satellite dishes shall be installed on the roof or building structure without Lessor's written consent. Any approved installed antenna or satellite dish shall not be visible from the grounds of the Premises.
29. All window treatments must meet with Lessor's standard for the property.
30. Lessee shall at all times, whether or not it is currently using the Premises, leave its heating system on at a temperature sufficient to prevent freeze-up of any water pipes in the Premises or the walls, floors or ceilings of space near the Premises. Lessee shall bear full cost of any damages caused due to its failure to adequately heat the Premises.
31. Parking of vehicles overnight is prohibited. No overnight parking of vehicles, trailers, boats, RVs, etc. No exterior storage of any kind. Vehicles, personal equipment and items left for more than a 24-hour period shall be deemed storage and shall not be permitted anywhere upon the exterior of the Premises, including but not limited to the loading docks, parking areas and garbage enclosures.

Please Initial



MERCURY HVAC PROTECTION PLAN



Yes, I want to join the Mercury HVAC Protection Plan
And agree to pay \$ 50.00 / month / unit. (Please complete the
entire section below)

*Billing will begin on the first of the first full month of possession.



No, I will continue to pay for all HVAC costs in accordance with
my lease.

Enrollment in the Plan entitles you to:

- Furnace Filter and equipment cleaning twice annually
- No charge for any repairs*
- No Charge for any equipment replacement

*Except for Tenant's negligent acts.

AGREED TO:

JOHN C HUNTER
Print Name


Signature

9/16/16
Date

37 Sherwood Terrace, suite 132/133, LAKE BLUFF IL 60044
Unit Address City, State, Zip

HUNTER FITNESS and NUTRITION INC.
Company Name

***FAX COMPLETED FORM TO 847.706.7151**

Attn: Maureen Wagener

Mercury Corporate Centre – Lake Bluff

37 Sherwood Terrace • Unit 132-133 • Lake Bluff, IL

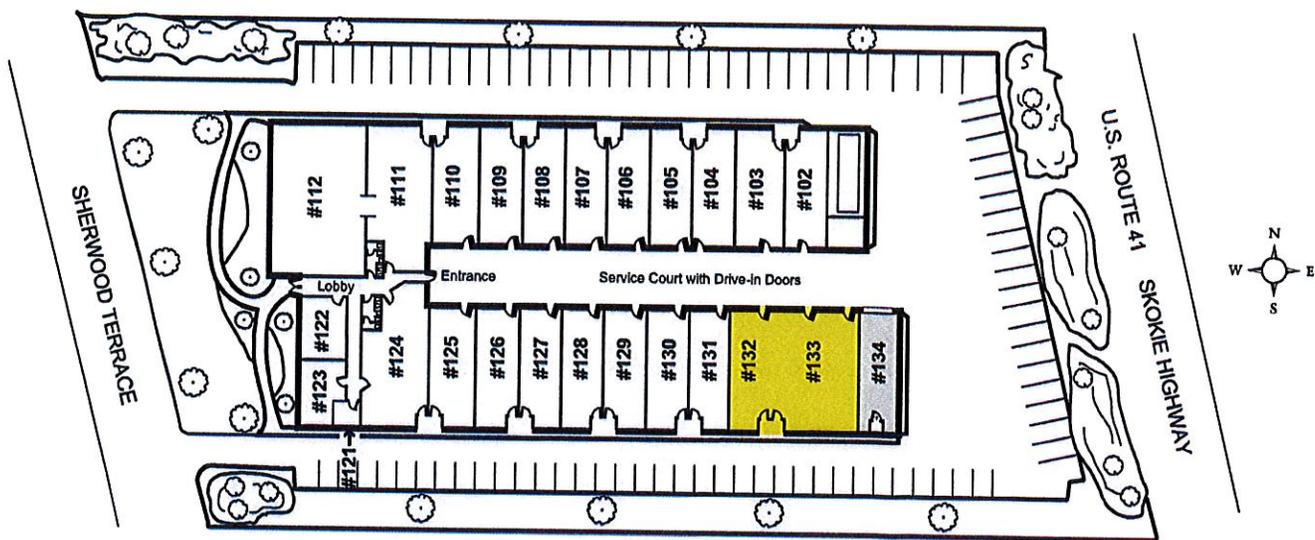
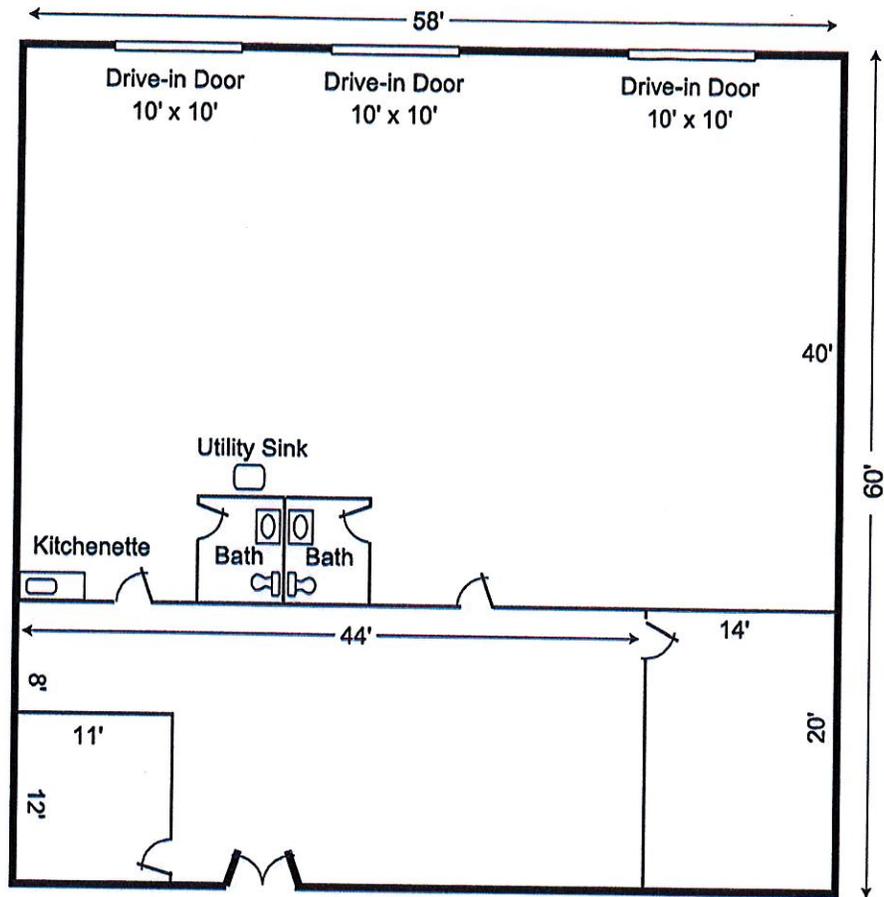
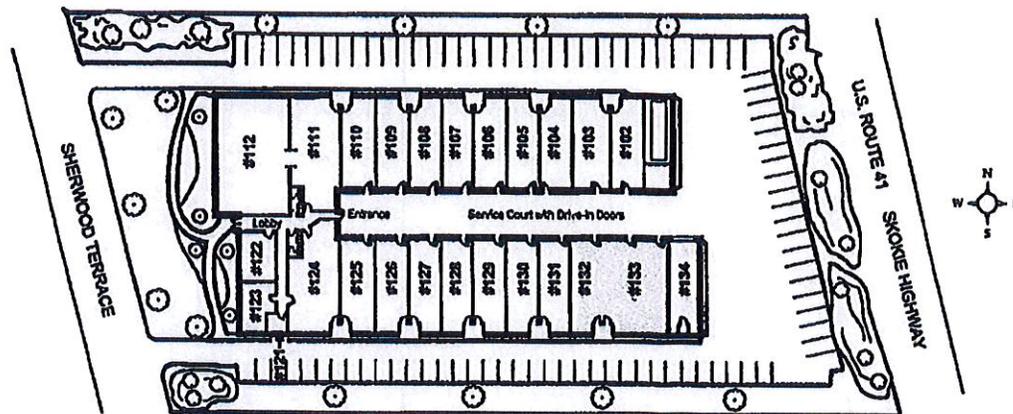
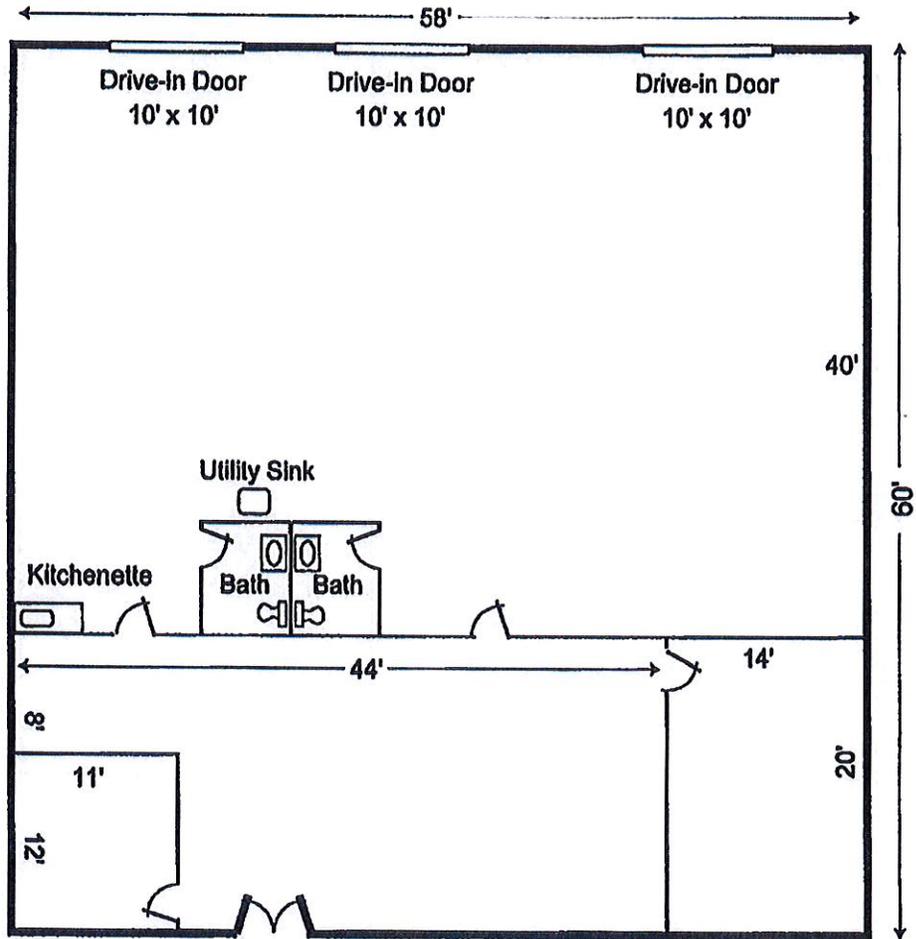


Exhibit A

Mercury Corporate Centre – Lake Bluff

37 Sherwood Terrace • Unit 132-133 • Lake Bluff, IL



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 10-4-2

Narrative description of request: Hunter Fitness and Nutrition Inc. will be utilizing warehouse space (2,620 sq/ft) in suites 132-133 of Mercury Corporate Center located in Lake Bluff as a CrossFit gym. Our services will include group workout classes for all age ranges from young to old helping our clients obtain their fitness goals.

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.

Hunter Fitness and Nutrition Inc. will not be altering the outside or inside of unit in any way. Our operational hours are planned to be outside the normal business hours of our neighbors (morning classes 5am, 6am, & 7am/ evening classes 5pm, 6pm, & 7pm) thus noise and parking that you normally would encounter with a gym will not impact them.

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

Hunter Fitness and Nutrition Inc. will not be altering the outside or inside of the warehouse and traffic will not exceed the parking lots capacity.

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.

Hunter Fitness and Nutrition Inc. will not have any excessive impact on public facilities due to the nature of the business. Facility will be located in an existing building and no development will be taking place.

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

Hunter Fitness and Nutrition Inc. will be holding classes that will range in size of 6 to 12 clients at a time. Mercury Corporate Center has approximately 85 parking spaces around the building providing more than enough parking to support our customers.

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

Hunter Fitness and Nutrition Inc. will not be making any changes to the outside or inside of our unit and will abide by all the policies set in place by the management of the Mercury Corporate Center management.

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:**

GENERAL INFORMATION

The information that follows is for the petitioner's reference and is not to be submitted with the application.

The Zoning Board of Appeals

The Zoning Board of Appeals is a seven member volunteer board of Village residents appointed by the Village President and Board of Trustees. The Zoning Board hears all requests for variations, special use permits, planned residential developments, and all appeals of administrative decisions relative to interpretation of the Village's Zoning Ordinance. The Zoning Board meets in the Village Hall Board Room (40 East Center Avenue) on the 3rd Wednesday of each month at 7:00 p.m., unless otherwise noticed. *The petitioner must provide 15 copies of the application and the supporting documentation 25 days prior to the Zoning Board meeting.*

Public Hearing Process

At the public hearing, the owner(s) of the property, or the owner's designated representative, must be present. Any person wishing to speak before the Zoning Board will be sworn in by the Chairperson. The applicant will then be requested to make a brief presentation to the Board regarding their request. Any supplemental information, such as photographs, should be presented at this time. Please bring 10 copies of anything you wish to pass out to the Board. Also, additional correspondence will be delivered to the Zoning Board, by Village Staff, if it is received in a timely manner.

After the applicant has completed their presentation, the Chairman generally asks if there is anyone who wishes to speak for or against the petition. Following any comments, the Board will then discuss the matter, ask questions of the petitioner and/or Staff, and then render a decision by a roll call vote. The steps following the decision by the Zoning Board will vary depending upon the nature of the request. Staff will inform the petitioner on how to proceed.

Prior to the issuance of a building permit, approval by any or all of the following may be required: Village Board of Trustees, Plan Commission, Architectural Board of Review, Lake Bluff Community Development, Public Works and Fire Departments; State Fire Marshall, State or County Health Department, North Shore Sanitary District, IL Department of Transportation, or other governmental agencies.

Successive Applications

Pursuant to Section 10-2-7 of the Zoning Code, before a petitioner is granted a second hearing on the same petition, they must show; 1) that the application (project) has been significantly altered, 2) that there is substantial new evidence or testimony which needs to be presented, or 3) that there was a mistake of law or fact which significantly affected the prior denial. An applicant may apply for a new hearing on the same petition after one year. The Zoning Code provides the Village Administrator with the authority to deny a successive application if the aforementioned grounds are not shown.

Limitations on Variations

Pursuant to Section 10-2-4F of the Zoning Code, any variation or special use permit which is approved by the Zoning Board of Appeals or the Village Board of Trustees must be acted upon, i.e. a building permit issued, within 1 year of approval or it will become null and void. Extensions are available.

Escrow Account

Any petition filed and processed in the Village that requires the Village to incur third party costs or expenses, an escrow account will be established through a legal agreement between the petitioner and the Village of Lake Bluff. The amount is determined by the Village Administrator and any amount remaining in the escrow account will be refunded to the petitioner once the actual costs incurred by the Village have been paid. These costs generally include, but are not limited to: legal fees, copying fees, legal notice publication costs, etc. *Checks should be made payable to the Village of Lake Bluff and attached to the application.*

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**

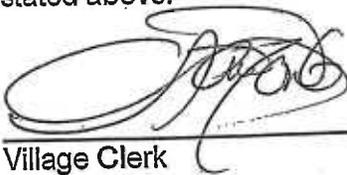
Passed by the Board of Trustees, February 22, 2016

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:

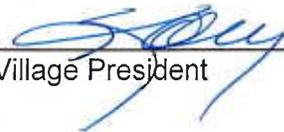
1. Passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk, for recording in the Office of the Lake County Recorder of Deeds, of an unconditional 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 22nd day of February, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

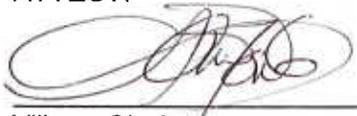
AYES: (5) Ankenman, Christensen, Dewart, Josephitis and Meyer
NAYS: (0)
ABSENT: (1) Grenier

APPROVED this 22nd 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

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)

Applicant Information:	Vlad's Gym, Inc. (Petitioner)
Location:	910 Sherwood Drive, Unit #23
Requested Action:	Request for a text amendment and a special use permit
Public Notice:	<i>Lake County News Sun</i> – January 29, 2016
Existing Zoning:	Light Industry District (L-1)
Purpose:	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.
Tenant Space:	1,930 sq. ft.
Existing Land Use:	L-1 District – multi-tenant office
Surrounding Land Use:	<ul style="list-style-type: none">• North: Office and Warehouse• East: Office and Auto Sales• South: Office and Medical Office• West: Office
Comprehensive Plan Land Use Objective:	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
Zoning History:	Ord. #2015-18, approving text amendment to allow liquor sales and approving SUP for Wine Brokers IL, LLC in Unit #20 of same building.
Applicable Land Use Regulations:	<ul style="list-style-type: none">• Section 10-2-9: Text amendments• Section 10-4-2E: Special Use Permits

Background and Summary

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:

Hours of Operation:
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

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:

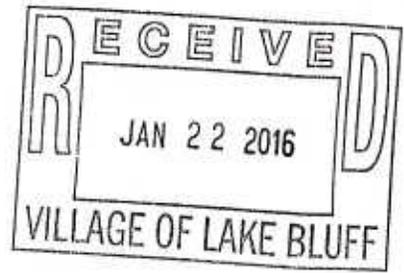
- If more information is required, continue the public hearing to a date certain to allow the Petitioner to provide additional information.
- If more information is not required, vote to:
 - Recommend the Village Board approve or deny the request for:

- 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

- 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,

A handwritten signature in black ink, appearing to read "V. Curguz". The signature is written in a cursive, somewhat stylized font.

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

Owner - Title Holder	If Joint Ownership
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>JC 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. Therefore, there should 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:

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.

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

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: _____

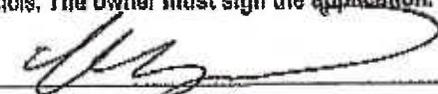
Optional

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

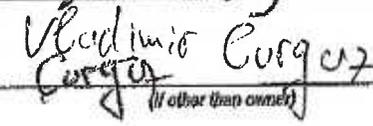
*15 copies, no larger than 11x17, must be submitted

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.

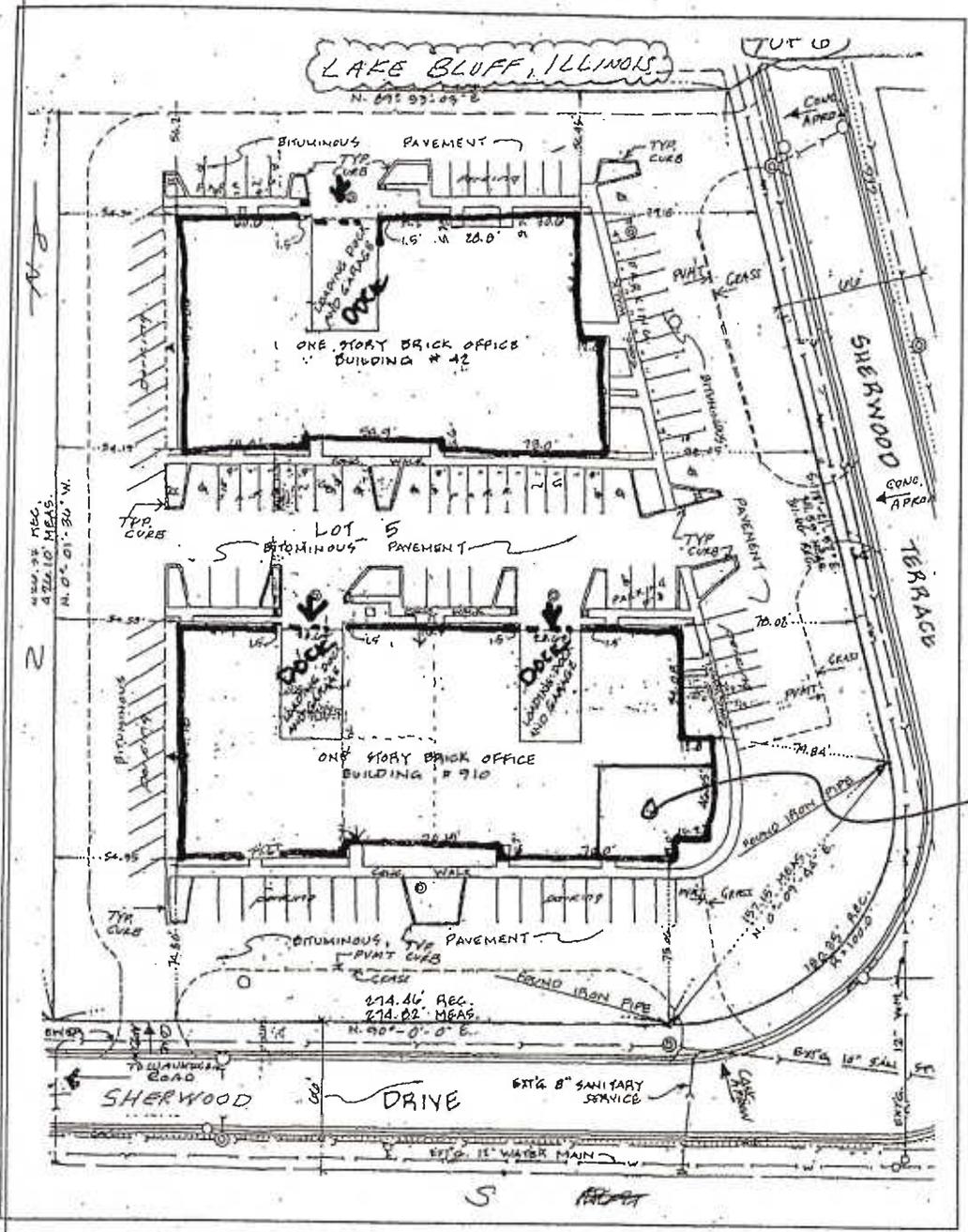
Owner Signature:  Date: 1/20/16

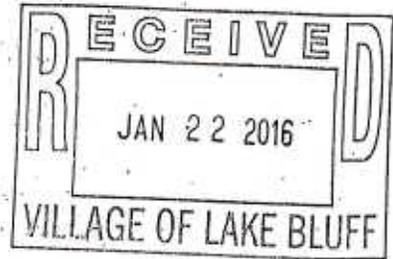
Print Name: Robert Zgonena

Applicant Signature:  Date: 1.22.16
(If other than owner)

Print Name: Vladimir Curguz

Lake Bluff Commerce Center Building Plot Plan





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
RENT YEARLY	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.

RIDER

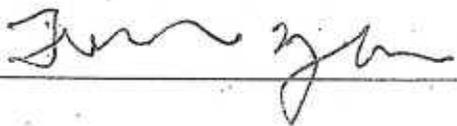
This rider is attached to and shall become part of the Lease of the Property commonly known as 910 Sherwood Drive, Unit 23, Lake Bluff, Illinois between 111 Associates, LLC ("Landlord") and Vlad's Gym, Inc. ("Tenant").

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 20th 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 30th 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.

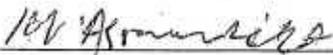
Agreed to this 22nd day of January, 2016.

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 C

Unconditional Agreement and Consent

Applicant's Unconditional Agreement and Consent

TO: The Village of Lake Bluff, Illinois ("**Village**");

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, Ordinance No. 2016-3, adopted by the President and Board of Trustees of the Village of Lake Bluff on February 22, 2016, ("**Ordinance**") grants the requested Special Use Permit for the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and,

WHEREAS, Subsection 7.B of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files with the Village Clerk, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations of the Ordinance.

NOW, THEREFORE, the Applicant agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not, and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Subject Property, including, without limitation, the Special Use Permit granted in the Ordinance, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in

connection with the operation and use of the Subject Property or the Village's adoption of the Ordinance granting the Special Use Permit set forth in the Ordinance.

Dated: 3. 1., 2016.

ATTEST:

VLAD'S GYM INC.

By: V. Curguz

By: V. Curguz

Its: PRESIDENT

ORDINANCE NO. 2016-21

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO LYFT HEALTH AND FITNESS, LLC TO OPERATE A PHYSICAL FITNESS FACILITY
AT 960 NORTH SHORE DRIVE, UNIT 6,
IN THE VILLAGE'S L-1 LIGHT INDUSTRY DISTRICT**

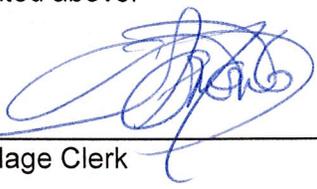
Passed by the Board of Trustees, August 8, 2016

Printed and Published, August 9, 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. 2016-21

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO LYFT HEALTH AND FITNESS, LLC TO OPERATE A PHYSICAL FITNESS FACILITY
AT 960 NORTH SHORE DRIVE, UNIT 6
IN THE VILLAGE'S L-1 LIGHT INDUSTRY DISTRICT

WHEREAS, Lyft Health and Fitness, LLC ("**Applicant**") has applied for a special use permit pursuant to Section 10-4-2E of the Lake Bluff Zoning Regulations to allow for the operation of a physical fitness facility ("**Facility**") at 960 North Shore Drive, Unit 6, Illinois, ("**Premises**") which Premises 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 July 5, 2016 in *The Lake County News-Sun*, and was held by the PCZBA on July 20, 2016, 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 4 of this Ordinance, a special use permit is hereby granted, pursuant to Section 10-4-2E 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.

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.

[SIGNATURE PAGE FOLLOWS]

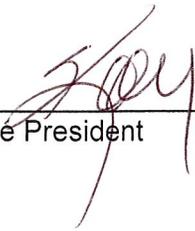
PASSED this 8th day of August, 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (5) Christensen, Dewart, Grenier, Josephitis and Meyer

NAYS: (0)

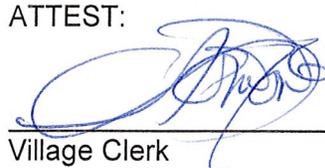
ABSENT: (1) Ankenman

APPROVED this 8th day of August, 2016.



Village President

ATTEST:



Village Clerk

FIRST READING: July 25, 2016

SECOND READING: August 8, 2016

PASSED: August 8, 2016

APPROVED: August 8, 2016

PUBLISHED IN PAMPHLET FORM: August 9, 2016

EXHIBIT A

Legal Description of the Subject Property

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.

Commonly known as 960 North Shore Drive, Unit #6, Lake Bluff, IL

EXHIBIT B

Zoning Application

VILLAGE OF LAKE BLUFF

Memorandum

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

Applicant Information:	Lyft Health and Fitness, LLC (Petitioner)
Location:	960 North Shore Drive, Unit #6
Requested Action:	Request for a special use permit
Public Notice:	<i>Lake County News Sun</i> – July 5, 2016
Existing Zoning:	Light Industry District (L-1)
Purpose:	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.
Tenant Space:	8,200 sq. ft.
Existing Land Use:	L-1 District – multi-tenant building with office and service uses
Surrounding Land Use:	<ul style="list-style-type: none">• North: Office and Warehouse• East: Office• South: Retail Garden Center• West: Auto Dealer
Comprehensive Plan Land Use Objective:	Enhance and maximize economic return to the Village in a manner compatible with existing uses.
Zoning History:	Ord. #2012-24: SUP to operate a carpet and upholstery cleaning facility (<i>no longer operational</i>); and Ord. #2014-17: SUP to operate a dog daycare, boarding and grooming facility.
Applicable Land Use Regulations:	<ul style="list-style-type: none">• Section 10-4-2E: Special Use Permits

Background and Summary

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

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:

Hours of Operation:
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

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

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

- 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: JUN 24 2016
BY VILLAGE: 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

Owner - Title Holder	If Joint Ownership
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. (5:30am, 6:30am, 8:30am, 4:30pm, 5:30pm, 6:30pm.) 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 intersect 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.

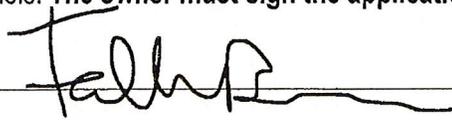
*15 copies, no larger than 11x17, must be submitted

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: _____



Date: _____

06/27/16

Print Name: _____

Ted Brown

Applicant

Signature: _____


(If other than owner)

Date: _____

6/27/16

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	Sunday
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	X	X	X	X	X		
11:00 a	X	X	X	CrossFit	X		
12:00 p	CrossFit	CrossFit	CrossFit	CrossFit	Open Gym		
4:30 p	X	X	X	X	CrossFit		
5:30 p	CrossFit	CrossFit	CrossFit	CrossFit	X		
6:30 p	Lyft Off	Fundamentals	Lyft Off	Fundamentals	X		
							8:00 a Lyft Off
							9-10:30 a Open Gym

*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 20th 2016

LEASE TERM: Beginning: September 1 2016
Ending: August 31st 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 tenantable 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 forgoing, 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

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	laminate 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 up warehouse 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	Infill in warehouse	
P6	paint 6' of steel rail	
P7	paint fluorescent lights in warehouse	
P8	remove vinyl baseboard carpet, clean heating vents	
P9	green headers 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 equipment, goals, etc s, TV, soundsystem, racks, weights, equipment, refg, water disp.	
Z	Landlord is providilng a budget for furniture of allow \$1500	
EXTG	existing flooring to remain	

DATE	

7-31-12
 1231-1

1
 OF 1 SHEET

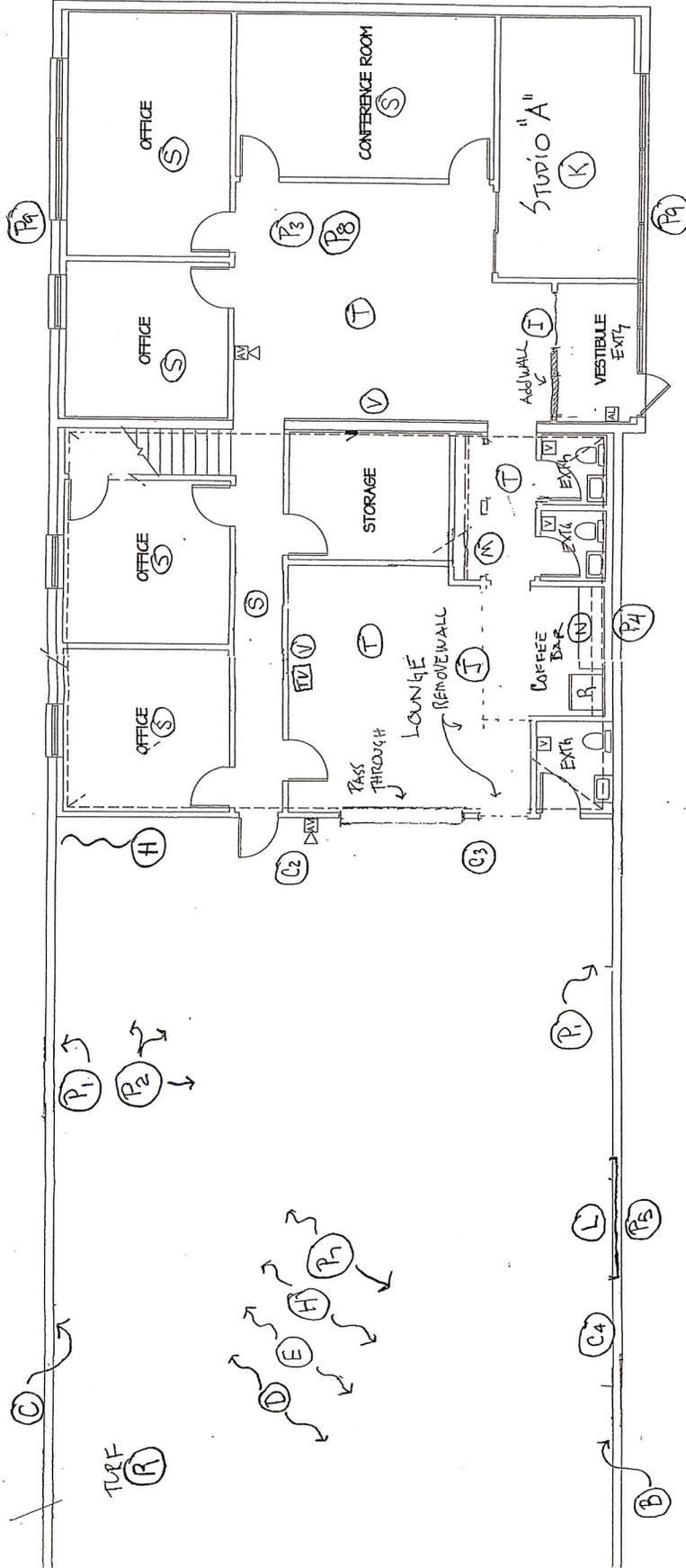


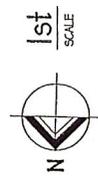
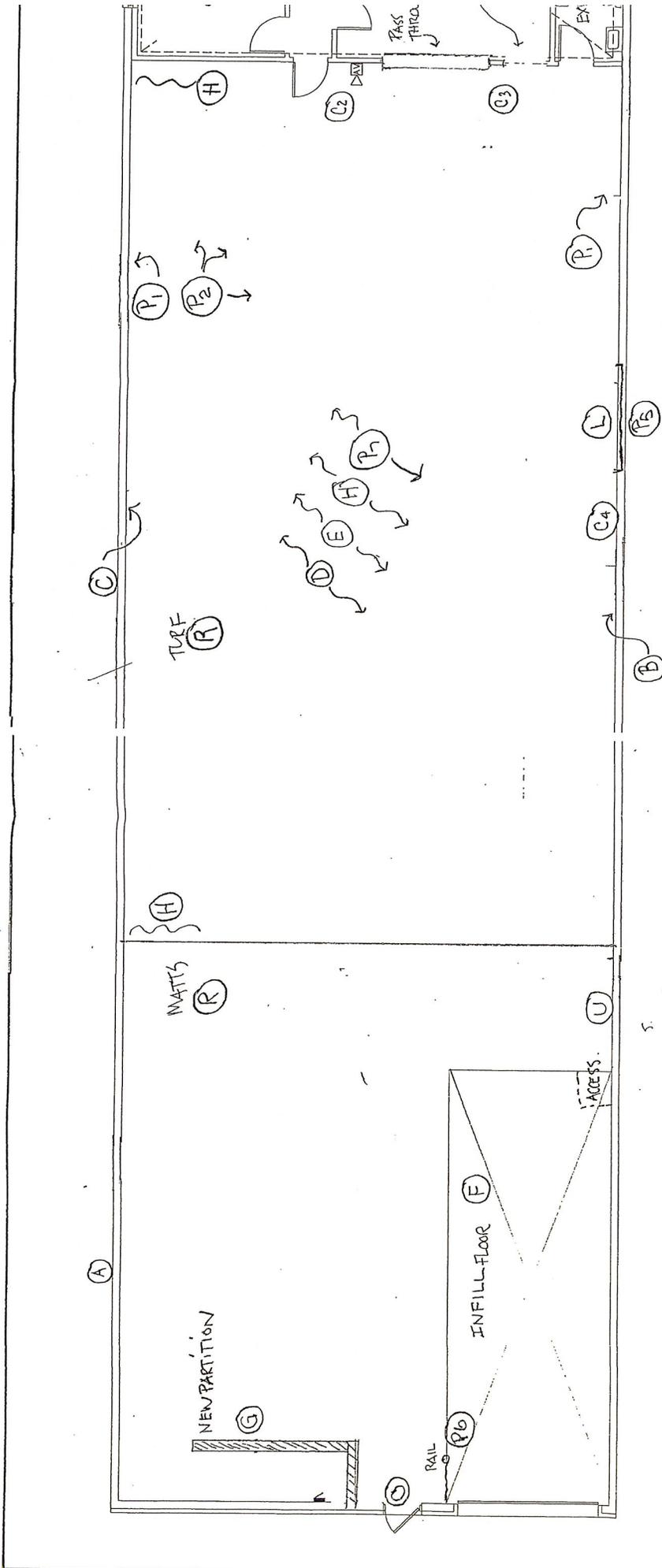
EXHIBIT C

1st FLOOR PLAN
 SCALE 1/8" = 1'-0"



PROPOSED FLOOR PLAN LIFT
 6'18.16

ALL 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.



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: October 14, 2016

SUBJECT: Agenda Item #5 - Arden Shore Property Redevelopment Pre-Application Meeting

The purpose of this memorandum is to transmit preliminary plans and related information for the proposed redevelopment of the former Arden Shore Child and Family Services property, located at 500 Arden Shore Road (Property), as a Planned Residential Development (PRD). Earlier this week Village Staff met with Pete Speranza (owner's attorney) and Larry Booth (architect/planner/adjacent property owner) to review and discuss the redevelopment of the Property. Mr. Speranza and Mr. Booth (Petitioner) have requested a pre-application meeting with the PCZBA pursuant to Section 10-5J-4 of the Zoning Code:

“Any landowner who proposes to file a plan may at his request, appear before the PCZBA to review with the PCZBA the general nature of the proposed plan prior to filing the plan. Nothing that transpires at such meeting will be deemed to constitute a commitment on the part of the landowner, the PCZBA or the Village.”

The intent of this workshop meeting is to provide an opportunity to review the general concept for the development with the PCZBA prior to a formal submittal and public hearing (currently not scheduled). Because this is a pre-application meeting and not a public hearing, a public notice is not required to be published in the newspaper or mailed to surrounding property owners advising of this meeting.

Recommendation

It is recommended the PCZBA conduct a pre-application meeting by receiving an informal presentation of the proposed development and provide feedback to the Petitioner.

Attachments

- PRD Concept Plans and Documents;
- Aerial Map of Neighborhood;
- Summary of Zoning Regulations and Related Comprehensive Plan Objectives; and
- Chapter 5J of Title 10 of the Zoning Code Concerning PRD Regulations.

If you have any questions regarding this item, please feel free to contact me at 847-283-6889.

October 13, 2016

BOOTH HANSEN

R. Drew Irwin
Village Administrator

Brandon J. Stanick
Assistant to Village Manager

40 E. Center Ave.
Lake Bluff, IL 60044



Gentlemen:

Thank you for meeting with Pete Speranza, the owner's attorney, and me to discuss the Arden Shore property.

I am enclosing 15 copies of documents describing our concept for a planned residential development of the property for discussion on October 19th with an informal meeting of the PCZBA.

We believe this concept meets the intent of the PRD article J.

- A. We will preserve scenic qualities of open space.
- B. We will provide a harmonious variety of architecture.
- C. We will cluster small one-story cottage homes not possible under conventional zoning regulations.
- D. This is a large land area development that is advantageous to our neighbors and the village.

Arden Shore for many years was the site for a school and dormitories active in reform programs for youth. Approximately 14 buildings were removed, some three stories, after the school sold the property. We are proposing 12 one-story cottage homes clustered at the east end of the property with the western half of the acreage for protected open oak savannah with active recreation for Shoreacres practice field.

We will be asking for substituting 12 small one-story cottage homes for the allowed 5 or 6 larger estate houses allowed under existing C-E zoning.

The cottage/homes are planned to be energy-efficient with the most sustainable maintenance-free materials, solar panels, geo thermal mechanical systems, LED lighting, and heat exchanging exhaust systems. Clustering of the cottage-homes allows for generous common open space.

Water and sewer will be provided by common well and septic as was used by the much larger school population for many years. Traffic will come off of Shoreacres Road as shown on the site plan.

We believe we meet the standards for a PRD as listed in article J with exceptions for number of units (mitigated by size) and public water and sewer (by necessity and precedent).

Thank you for the help you have provided and we look forward to seeing you on the 19th.

Pete Speranza
Owner's Attorney

Laurence Booth
Architect/Planner



sketch

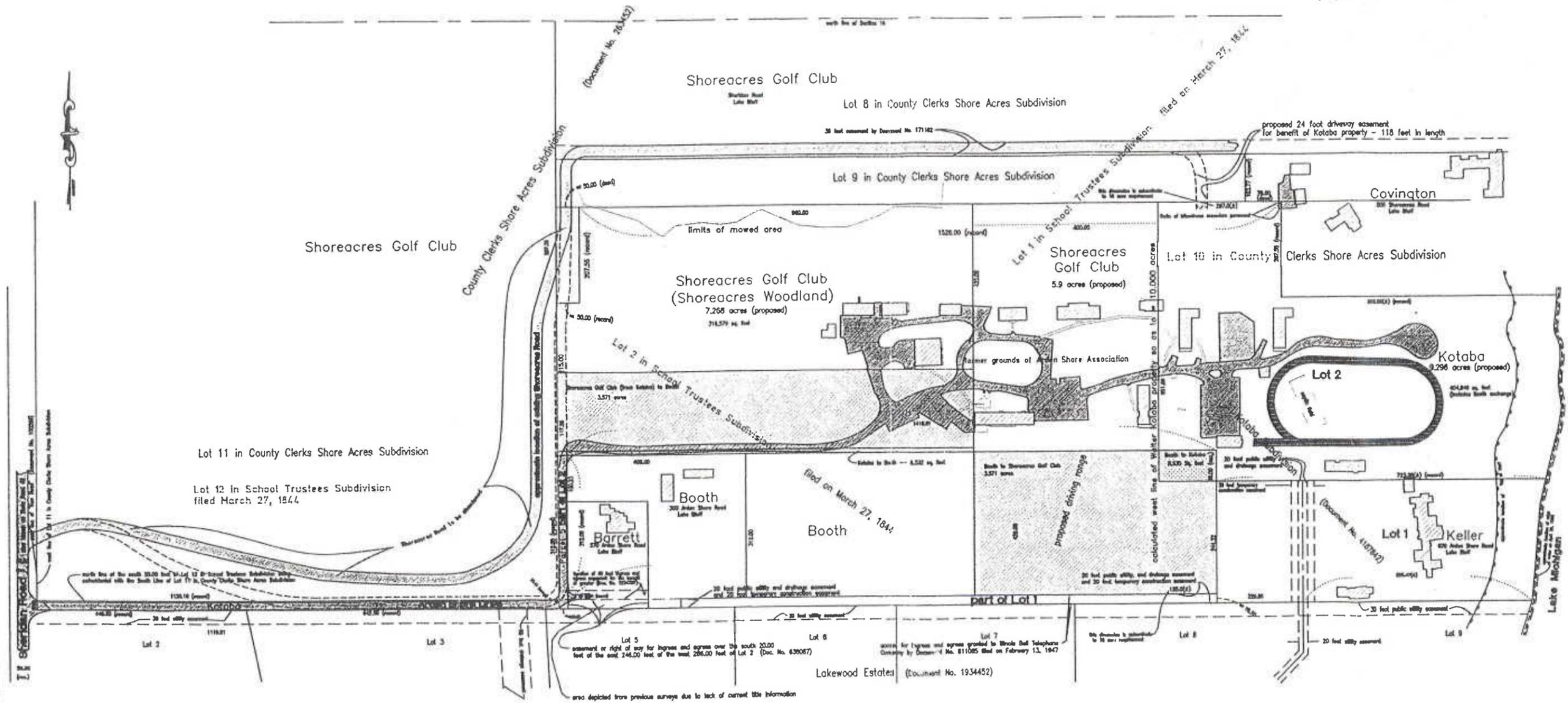
of
part of Section 16, Township 44 North, Range 12 East of the 3rd
Principal Meridian, Lake County, Illinois

scale: 1 inch = 100 feet

Copyright 1999, Lake County Land Survey Company, all rights reserved.

from the office of
Lake County Land Survey Company
Surveyors and Engineers
Suite 21
910 West Sherwood Drive
Lake Bluff, Illinois, 60044
(847) 234-8909

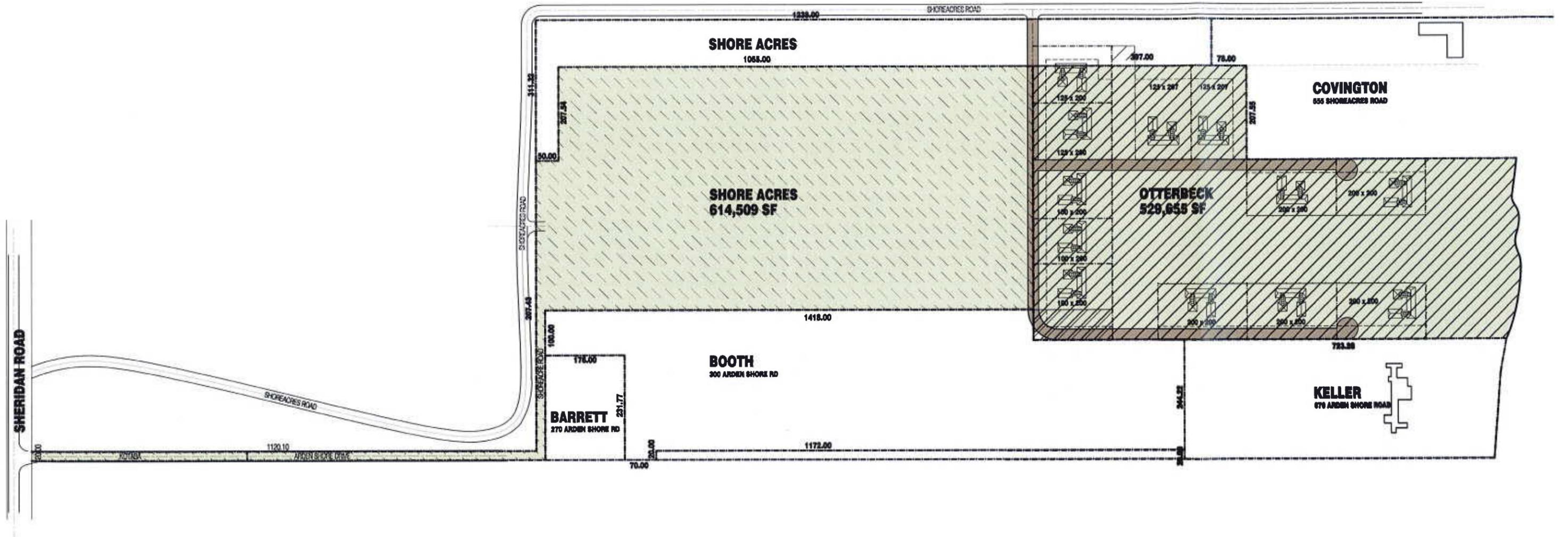
for
Shoreacres Golf Club
Sheridan Road
Lake Bluff, Illinois, 60044

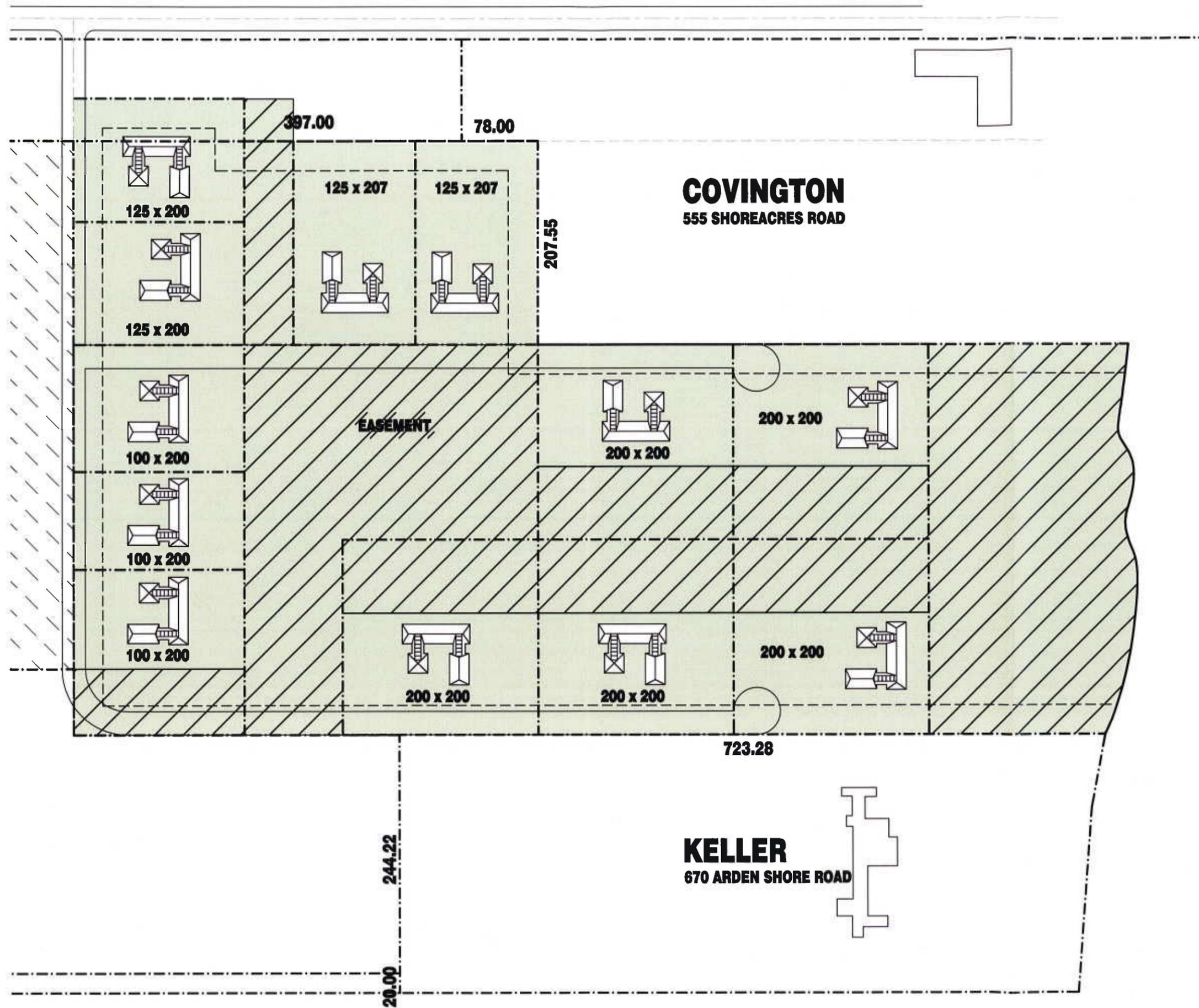


This sketch shows lands to be divided between Shoreacres Golf Club and Lakewood Estates.
All information for this sketch was provided by Mr. Scott Haddock of Shoreacres Golf Club.

Sketch SB
revised August 16, 1999

Order No.	15815
Field Book	page
Date	August 31, 1999
File No.	15815





COVINGTON
555 SHOREACRES ROAD

KELLER
670 ARDEN SHORE ROAD

EASEMENT

125 x 200

125 x 200

100 x 200

100 x 200

100 x 200

125 x 207

125 x 207

200 x 200

397.00

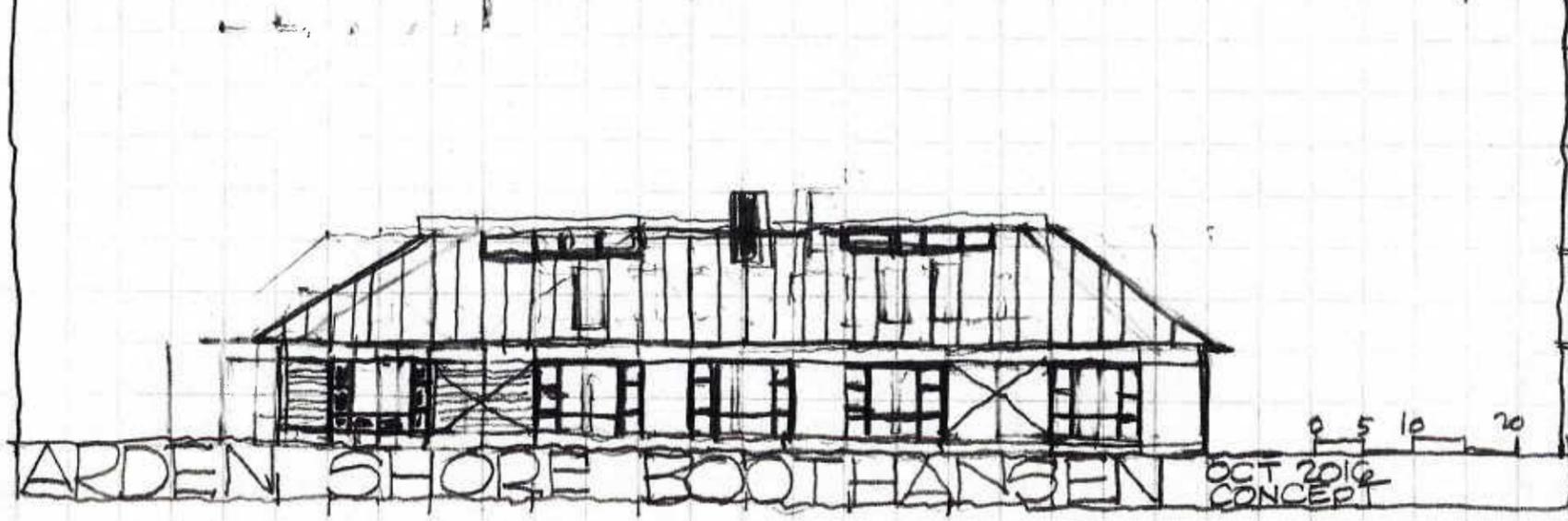
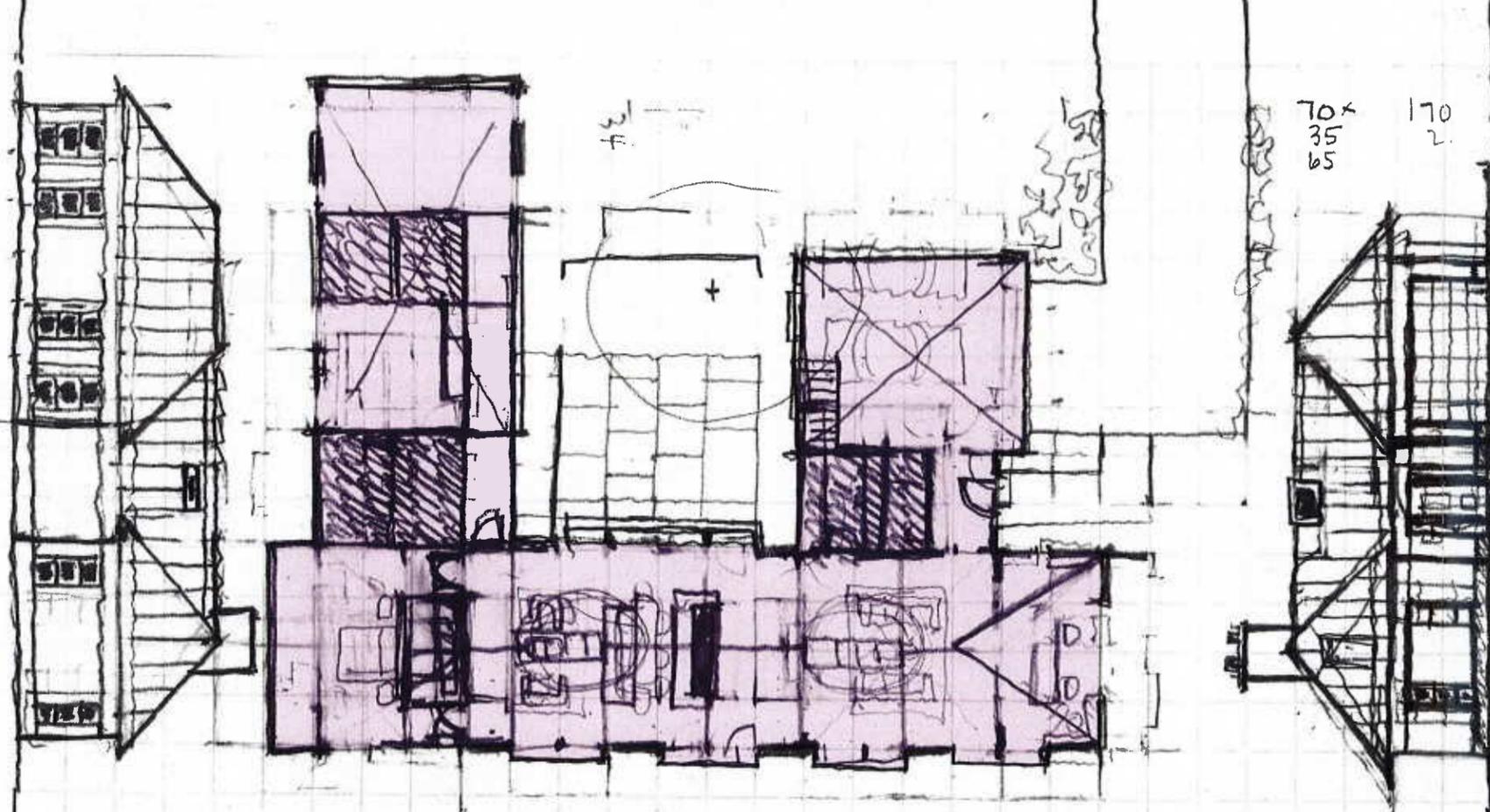
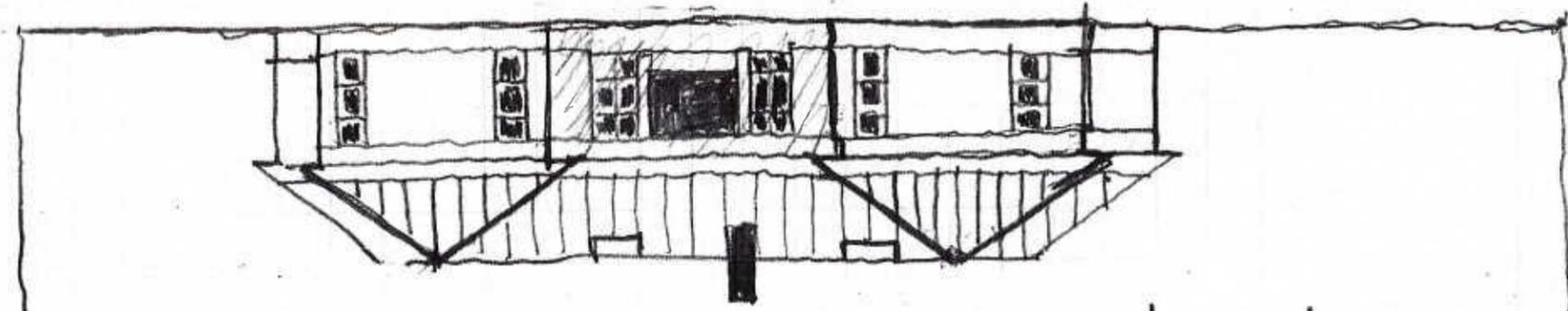
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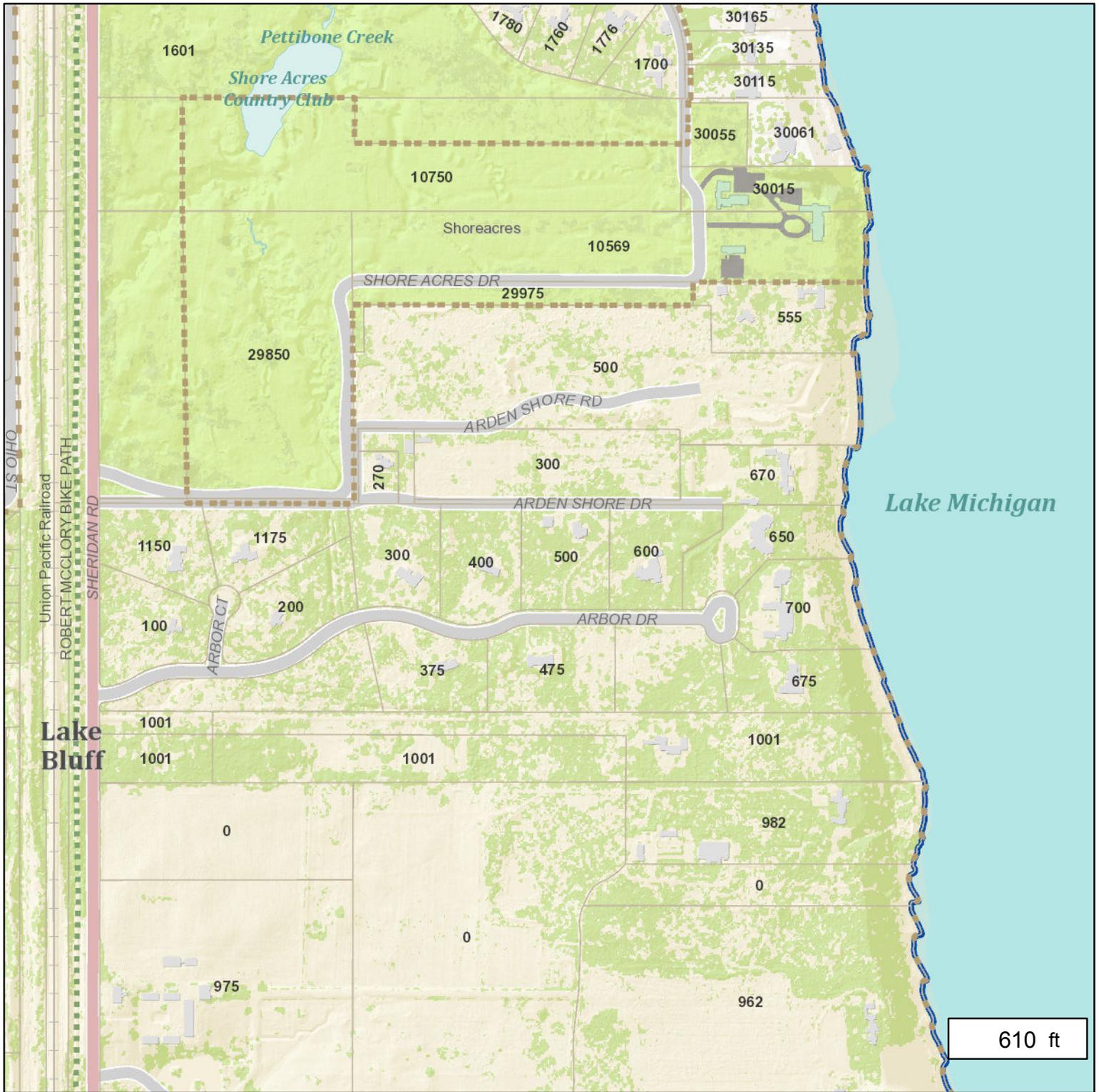
244.22

20.00



ARDEN SHORE BOOTHANSEN OCT 2016 CONCEPT

Lake County, Illinois







Lake County
 Geographic Information System
 Lake County
 Department of Information Technology
 18 N County St
 Waukegan IL 60085
 (847) 377-2373
 Map Printed on 7/7/2016



- Tax Parcels
- Tax Parcels
- Municipalities
- Trails

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

ARDEN SHORE PROPERTY

500 ARDEN SHORE ROAD

PIN: 12-16-101-007

Existing Lot Area: approximately 1,132,500 sq. ft. or 26 acres

Comparable Zoning Districts	C-E	E-1	E-2	R-1	PRD
Required Lot Area (sq. ft.)	200,000	65,340	43,560	20,000	
Required Lot Width (ft.)	200	150	125	100	
Total Lots Allowed*	5	17	26	56	25 units/100 acres**
Allowable Floor Area	23,600	10,134	7,956	5,600	

* Total no. of lots allowed is based on lot area only and does not account for lot width requirements.
 ** Maximum density pursuant to Section 10-5J-3D of the Zoning Code.

Summary of Related Comprehensive Plan Objectives

Land Use (LU1-1)	Maintain existing zoning classifications with exception of Arden shore parcel: pursue redevelopment of the area as a PRD in a manner compatible with neighboring residential uses. See AD2-1.
Land Use (LU1-3)	Retain recreation space provided by Shore Acres Country Club.....Promote the C-E or E-1 residential development (using the applicable underlying zoning) within those areas that do not now or in the future qualify as conservation easements. See LU1-1, AD2-2 (relates to Crab Tree Farm properties), PO1-1 (related to open space in Crab Tree Farm property) and PO1-4.
Annexation/Development (AD2-1)	Pursue redevelopment of the area as a PRD in a manner compatible with neighboring residential uses. See LU1-1.
Pub. Services & Infrastructure (PS1-3)	Extend sanitary sewer services to underserved areas as development or subdivision takes place. Develop specific guidelines detailing when sanitary sewer systems are to be brought into an area to service development.
Pub. Services & Infrastructure (PS1-4)	Encourage the elimination of septic systems.
Open Space/Parks (PO1-4)	Maintain and enhance scenic easements along Sheridan Road (north and south), GB Rd (north of 176) and Rt 176 and Rt 43.
Open Space/Parks (PO3-1)	Retain, maintain and extend as feasible the open space adjacent to Sheridan Road from east Sheridan Rd to the Village limits to the north.
Open Space/Parks (PO4-1)	Retain the recreation space provided by the Shore Acres Country Club.

[Complete Comprehensive Plan available at: www.lakebluff.org/departments-services/community-development/291-comprehensive-plan](http://www.lakebluff.org/departments-services/community-development/291-comprehensive-plan)

ARTICLE J. PLANNED RESIDENTIAL DEVELOPMENT (PRD)

10-5J-1: PURPOSE:

The intent of this article is:

- A. To preserve the natural scenic qualities of open spaces;
- B. To provide a harmonious variety of architectural styles, building forms and building relationships within the development;
- C. To permit creative and imaginative design not always possible under conventional zoning regulations; and
- D. In general, to permit greater flexibility and facilitate the use of techniques of large area land development which will be most advantageous to the village. (Ord. 87-38, 12-14-1987)

10-5J-2: PERMITTED USES:

Uses permitted in a planned residential development may include, and shall be limited to, single-family dwellings and multiple-family dwellings and lawful accessory structures incidental thereto, buildings primarily devoted to religious worship, private elementary or high schools without dormitory accommodations, and buildings, structures or other facilities for common recreational use, provided such structures shall be in compliance with the standards and regulations set forth in this article and in compliance with all other applicable ordinances and acts of the village and the statutes and regulations of other governmental units having jurisdiction. Other uses which shall have been permitted in the zoning district or districts in which the proposed development is located prior to approval of the planned residential development pursuant to this article shall be superseded and not permitted in the development area, after such approval. (Ord. 87-38, 12-14-1987)

10-5J-3: STANDARDS:

A planned residential development must meet the following standards:

- A. **Ownership:** The site must be under common ownership prior to final approval of a planned residential development. Applications for a planned residential development must be filed by and executed by all parties in interest as landowners, owners, beneficiaries, trustees, mortgagees or otherwise. Until approval of a final plat for a planned residential development, applications therefor must be amended to reflect all changes in ownership. The names of all beneficial owners, shareholders and the like must be disclosed in all instances where such party has more than a five percent (5%) interest in an entity that is an applicant for the planned residential development.
- B. **Minimum Size:** The site must be not less than six (6) acres; provided, however, that the board of trustees may approve a site of less than six (6) acres if, after public hearings, the board shall find that a planned residential development on such site is in the public interest and that one or more of the following conditions exist:
1. Because of unusual physical features of the property itself or of the neighborhood in which it is located, a deviation from the regulations otherwise applicable is necessary or appropriate in order to conserve a physical or topographic feature of importance to the village.
 2. The property of its neighborhood has a historic character or economic importance to the community that will be protected by use of a planned residential development.
 3. The property is adjacent to or across the street from property which has been developed or redeveloped under a planned residential development, and a planned residential development will contribute to the maintenance of the amenities and values of the neighboring property.
- C. **Zoning:** The site must be zoned consistent with the proposed development and must not require any rezoning for consideration of the application; provided, however, that the village board of trustees may permit or direct the consideration of any planned residential development by the PCZBA in conjunction with any request for rezoning by the petitioner.
- D. **Density:**
1. The cumulative total number of dwelling units within the development, for all phases of construction, shall not exceed the maximum number of dwelling units determined at the applicable rate as set forth in the following table for the zoning district classifications which were in effect for the various parts of the subject area immediately prior to the filing of the plan:

Zoning District	Rate Of Dwelling Units Per 100 Acres
C-E	25
E-1	67
E-2	100
R-1	193

R-2	289
R-3	363

2. If the proposed development is located in more than one zoning district, the rate of dwelling units shall be calculated separately for the area in each district without rounding off, and then totaled. Remaining fractional units, if any, shall be rounded off to the nearest whole number of units, with one-half ($\frac{1}{2}$) or more raised to the next higher whole number and less than one-half ($\frac{1}{2}$) units reduced to the next lower whole number. No more than four (4) dwelling units shall be under one roof or otherwise attached.
- E. Ground Coverage: The total ground area occupied by buildings and structures shall not exceed thirty percent (30%). If the village board shall determine, upon a showing by the landowner that a greater percentage of ground coverage will not have an undue adverse impact on existing public facilities or on the reasonable enjoyment of neighboring property, and that an increase in the ground coverage is appropriate because of unique physical characteristics of the site, the board may permit an increase of the total ground coverage from said thirty percent (30%) to a total ground coverage of thirty three percent (33%).
- F. Building Height: The maximum height of buildings shall be thirty four feet (34') and shall not exceed two and one-half ($2\frac{1}{2}$) stories.
- G. Parking: Two (2) off street automobile parking spaces, at least one of which is enclosed, shall be provided for each dwelling unit, and all other parking requirements for residential uses provided in other sections of this title shall be met.
- H. Common Open Space And Parks: A reasonable amount of land shall be reserved for use as common open space or dedicated for public use as parks. Common open space may contain structures for recreational use. In addition thereto, there shall be provided a yard at least thirty feet (30') in depth along and within the entire perimeter of the planned residential development as additional common open space to remain open and unoccupied. There shall be provisions for the ownership and maintenance of common open space such as reasonably will ensure its continuity and conservation, including provisions for payment of taxes and other maintenance expenses.
- I. Drainage: Adequate drainage facilities for surface waters and stormwaters shall be provided.
- J. Traffic: Public roads adequate to serve the residents and meeting the minimum standards of all applicable ordinances of the village shall be provided.
- K. Water And Sewers: Public water and sewer facilities shall be provided.

L. Streetlights: Streetlights as approved by the village board shall be provided. (Ord. 87-38, 12-14-1987; amd. Ord. 2012-10, 4-9-2012, eff. 5-1-2012)

10-5J-4: PROCEDURE:

A. Preapplication: Any landowner who proposes to file a plan may, at his request, appear before the PCZBA to review with the PCZBA the general nature of the proposed plan prior to filing the plan. Nothing that transpires at such meeting will be deemed to constitute a commitment on the part of the landowner, the PCZBA or the village.

B. Preliminary Plan:

1. Application And Contents: The landowner shall submit to the village board, in nine (9) copies, written application for approval of a plan on forms supplied by the village. The application shall be accompanied by payment of requisite filing fees and a preliminary development plan, which shall include at least the following information:
 - a. Survey: A survey including legal description of the site to include thereon floodplain, floodway and flood fringe boundaries on the site, if any.
 - b. Drawing: A scale drawing showing a subdivision layout based upon the existing zoning. In addition, there shall also be filed a drawing or sketch showing the proposed location of buildings, streets, parking areas, pedestrian walks, landscaping and other land uses, and an artist's renderings of the proposed building types.
 - c. Community Characteristics: Data regarding site conditions, land characteristics, community facilities and utilities, existing covenants and easements, and general information about land uses within one-half ($1/2$) mile of the site.
 - d. Construction Sequence: Proposed construction sequence for buildings, parking spaces and landscaped areas, and the number of each type of building and bedroom mix in each phase.
 - e. Ownership Information: The names and addresses of all present and proposed owners, as defined in subsection 10-5J-3A of this article, of all land within the project.
 - f. Maintenance Of Common Open Space: An outline of proposed articles of incorporation and bylaws for a property owners' and renters' association and of a proposed declaration of covenants and restrictions which may be a part of the plan. The landowner or his successor shall maintain control of and responsibility for the common open space.
2. PCZBA Review; Hearing: The application and preliminary development plan shall be referred to the PCZBA for review. The PCZBA shall hold a public hearing on the application pursuant to the provisions of this title, following publication of legal notice thereof, within ninety (90) days after the filing of the application, or such later meeting date as has been requested by and granted to the landowner. Following such a hearing, the PCZBA shall prepare its recommendations on the preliminary development plan and forward a copy thereof to the village board. Such

recommendations shall recommend approval, modification or disapproval of the preliminary development plan and the reasons therefor. The planned residential development plan, subdivision plat, articles of incorporation, and declaration of covenants and restrictions shall be examined and evaluated by the PCZBA in terms of the statement of purpose, standards and requirements contained herein and shall be recommended for approval to the village board only after a determination has been made that the proposed development does in fact serve such purpose and comply with such standards and requirements. However, the village retains the right to approve or deny any proposed development under this section which, in their judgment, is not in keeping with the purpose and intent expressed herein for this type of development in the village. All exhibits are to be part of the village files.

3. Village Board Review: Upon receipt of the PCZBA's recommendations, the village board shall within sixty (60) days approve, modify or disapprove the preliminary development plan. The village board may require such special conditions in the approval of the preliminary development plan as it may deem necessary to ensure conformity with the Lake Bluff comprehensive plan and all amendments thereto in effect from time to time, and the stated purposes of planned residential developments. Upon approval by the village board of the preliminary development plan, the landowner shall commence the final phase of the plan.

C. Final Plan:

1. Submission And Contents: Upon approval of a preliminary development plan, the landowner shall submit a final development plan to the PCZBA for review. The development plan shall be prepared by a licensed architect, land surveyor, civil engineer and/or planning consultant and shall include the following:
 - a. A survey showing existing features of the property, including contours, buildings, structures, trees over four inches (4") in trunk diameter, streets, utility easements, rights of way, land use and other data required by the village subdivision control ordinance.
 - b. Site plan showing proposed building location and land use areas.
 - c. Traffic circulation, parking areas, sidewalks and pedestrian walks.
 - d. Landscaping plans, including site grading and landscaping design.
 - e. Preliminary drawings for buildings to be constructed in each phase, including floor plans, exterior elevations and sections, and an artist's renderings thereof, all of which shall have been submitted to the architectural board of review for its report and recommendation. A copy of the report and recommendation of the architectural board of review shall be submitted with the final development plan.
 - f. Engineering plans, including street, yard and open space lighting, street improvements, drainage system, sewer system and public utility extensions. There must be full compliance with all requirements of the subdivision control ordinance, including, but not limited to, construction of underground electrical and telephone service. Location of garbage and refuse collection points and of mail pick up points shall also be specified.
 - g. Such engineering feasibility studies on the handling of anticipated problems arising out of or in connection with the development as may be required by the PCZBA.
 - h. The final development plan may be submitted in stages, with each stage or phase reflecting a portion of the approved preliminary development plan.

- i. Construction sequence and time schedule for completion of buildings, parking spaces and landscaped areas within the planned residential development. Such time scheduled shall not exceed seven (7) years if the planned residential development land is the subject of a preannexation agreement, or five (5) years if the land is then within the village. If the actual development period exceeds five (5) years, the village may revoke approval of the planned residential development and initiate such zoning changes as it deems necessary to preserve the public interest. If the construction schedule provides for construction in stages or phases, the time for completion of each phase shall not exceed a period of two (2) years.
 - j. The development plan shall be in substantial conformity with the approved preliminary development plan.
 - k. As part of the plan, the landowner shall file the following:
 - (1) Proposed articles of incorporation as a not for profit corporation, and bylaws for a not for profit corporation, the members and shareholders of which shall be all of the property owners and renters of the property within the planned residential development from time to time (which corporation is sometimes referred to herein as "a property owners' and renters' association").
 - (2) A proposed declaration of covenants and restrictions governing property rights in the common open space and in other common properties in the development; the voting rights of property owners and renters; and exterior maintenance of buildings. Such declaration shall specify the property subject to such covenants and restrictions; shall provide for mandatory membership in the property owners' and renters' association of all property owners and renters; shall establish measures for collecting and assessing fees and expenses for the maintenance and preservation of the common open space and other common properties, for the payment of real estate taxes, personal property taxes (if any) and other taxes assessed thereon, and for the attachment of liens on the property of delinquent dwelling unit owners. Such declaration may also establish an architectural design committee and the functions, powers, duties and procedures of any such committee. Such declaration may also include covenants or restrictions pertaining to use, maintenance, improvements and transferability of any of the property within the development.
 - (3) Assurances satisfactory to the PCZBA that, until the development has reached a state of completion at which the property owners and renters can adequately maintain the property and enforce all of the covenants and restrictions which may be a part of the plan as approved: a) the landowner who has petitioned for approval of the plan, or his successor, shall retain control and be responsible for the maintenance of all of the common open space and other common properties, including, without limitation, the payment of taxes; and b) responsibility for such maintenance shall not be turned over to the property owners' and renters' association by the landowner or his successor without the consent of the village board, which consent shall be given only after the village board has determined that the property owners' and renters' association can adequately assume such responsibility. Prior to final approval of any planned residential development, the landowner shall furnish the village with any required statement by the appropriate governmental agency, if any, certifying that the proposed plan gives adequate consideration to soil and water conservation and to surface drainage and runoff problems.
2. Hearing: The PCZBA will hold a public hearing on an application for final approval of a planned residential development. Notice shall be given in accordance with the provisions of this title. The PCZBA, following its review of a development plan, shall recommend to the village board approval, approval with modifications or disapproval of the plan. Approval shall be recommended only upon express findings by the PCZBA that:

- a. The uses proposed will not be detrimental to present and potential surrounding uses.
 - b. Departures, if any, from the requirements of this title are warranted by the design of and amenities in the proposed development. No such requirements shall be waived unless a public hearing thereon has first been conducted by the PCZBA in accordance with this title.
 - c. The proposed development is consistent with the general intent of the village comprehensive plan.
 - d. Existing and proposed streets are suitable and adequate to carry anticipated traffic within the proposed development and in the vicinity of the proposed development.
 - e. Existing and proposed utility services are adequate for the proposed development.
 - f. The proposed development, or each phase of the proposed development if construction will be in stages, will contain the required parking spaces, landscape and utility areas necessary for creating and sustaining a desirable and suitable environment.
 - g. Construction of each stage of the proposed planned residential development is capable of completion within two (2) years.
 - h. The plan complies with all other criteria and the stated purpose set forth in this article.
3. Village Board Decision: The village board shall, within sixty (60) days after receipt of the final development plan and recommendation from the PCZBA, approve, approve with modifications or disapprove the final development plan.

D. Ordinance Approving Development:

1. Upon approval of a planned residential development, the village board shall pass an ordinance authorizing the planned residential development and adding the designation of planned residential development within the area covered by the planned residential development on the village zoning map. No ordinance approving a planned residential development shall be effective:
 - a. Unless all of its terms and conditions are accepted and agreed to by the landowner within ten (10) days after its passage by the village board.
 - b. Until recorded with the county recorder of deeds of the final development plat designating, with particularity, the land subdivided into conventional lots, if any, as well as the division of other lands not so subdivided into common open areas and building sites.
2. The recording of the final plat shall inform all who deal with the planned residential development of the restrictions placed upon the land and act as a zoning control device. The required plat for the planned residential development shall contain an appropriate legend or notation on its face reflecting all of the covenants, restrictions, dedications, regulations and requirements of and for the plan and pertaining to the development, and shall be certified by the PCZBA as being in compliance with this article prior to its being recorded. No building permit shall be issued for any structure until such certification and recording of the final plat has been completed.

E. Revocation Of Planned Residential Development: The village may revoke approval of any planned residential development or portion thereof upon the filing of a request for rezoning or approval

therefor of any land within the planned residential development. (Ord. 87-38, 12-14-1987; amd. Ord. 2006-23, 10-23-2006; Ord. 2012-10, 4-9-2012, eff. 5-1-2012)

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: October 14, 2016

SUBJECT: **Agenda Item #6** - Updates to the Comprehensive Plan and Planning Elements

For the Plan Commission and Zoning Board of Appeals' (PCZBA) continued discussion concerning updates to the Village's Comprehensive Plan, please allow this memorandum to serve as a transmittal of the following documents:

- Comments from Commissioners regarding plan elements/concepts; and
- Most current version of each "quadrant" map prepared by the then consultant used by the Village, Thompson Dyke & Associates. Please review the Map Update Status Report (dated April 29, 2011) to serve as documentation on the status of each map.

At its meeting on October 19th the PCZBA will review and discuss the attached materials. If there are any questions regarding this material, feel free to contact me at 847-283-6889.

Comments from Commissioner Badger

I do want to make sure we include stewardship, safety and business development. Within stewardship we need to include government efficiency and continued effort to deliver quality services.

Plan Information

1. Overview of Plan goals including text and graphics.

- History
- Today
- Future

2. Plan Drivers

- *Sustainability*: Land use contributing to economic development, clean air & water, and healthy life style with minimal impact on the environment
- *Mobility*: Promoting and coordinating within the village walking, biking, boating, vehicle and train transportation
- *Desirability*: Maintaining residential, streetscapes, CBD, LI, and L2 to enhance economic value and attractiveness.
- *Adaptability*: Using change within the village for positive redevelopment to allow growth necessary to maintain lifestyle for future population. Partnering outside the village regionally to achieve similar goals
- *Play*: Encouraging recreational parks, open-land space, walkability, bike routes within the village, setting percentage goals for open/green space within future developments
- *Governance*: Defining paid staff positions and boards and how they interact.
- *Balance*: Ensuring the above six plan drivers are coordinated to sustain present and future goals. This requires every stakeholder to participate in the process with ideas and mutual respect.

3. Maps of regions within the village showing descriptions of each in detail

- Zoning
- Mobility
- Current use
- Possible future uses

4. Charts and graphs of all economic and census data with embedded links to data sources. This will need to be revised periodically as the links go stale.



Comments from Commissioner Burns

Land use

Commercial
Residential
Multi-use
Central Business District
Green Space

Safety (is this part of Public facilities and services?)

Police and Fire
Emergency Medical services / Ambulatory

Connectivity

Public Transportation
Biking
Walking
Vehicular

Public facilities and services

Garbage collection

Dump

Utilities (gas, electric, phone, cable, internet, cell)

Snow removal

Street maintenance

Public landscaping/maintenance

Character (this is worth defining... density, size, style/architecture, historical, trees, sidewalks, low commercialization, friendly)

Technology (public wi-fi, ??? Would need to benchmark other municipalities)

Parking

Sustainability / Ecofriendly

Energy Conservation

Tree stewardship

Recycling / composting

Community fellowship/entertainment (bluffinia, block parties, bike race, other entertainment)

Cultural Development (arts, music, poetry)

Demographic Accommodations

Senior needs

Handicap accessibility (guessing there are laws on this, but do we go above and beyond?)

Pet friendliness

Activities / Gathering areas for young adults (Croya)

Parks (may not be in our plan...)

Green space

Beach

Athletic facilities

Air, water, Land quality

Historic Preservation

Economic Development

Housing

Demographics

Implementation

Shared Space concept... (would need to discuss to explain... small businesses that can't afford rent - share space by day of week or time of day)

Brandon Stanick

From: Steve Kraus <stevekrauschicago@gmail.com>
Sent: Thursday, October 13, 2016 12:23 PM
To: Brandon Stanick
Cc: Steven Kraus
Subject: Lake Bluff Comprehensive Plan - Themes

Lake Bluff Comprehensive Plan - Themes

1. Land Use. Orderly community development requires comprehensive land use planning that contains a number of planning elements:

A. Existing Land Use and Zoning. An existing land use map identifies the way in which development has occurred in Lake Bluff: residential (single and multi-family), retail, commercial, parks and open space, institutional, etc. An existing zoning map overlays zoning districts onto the Land Use map. Anomalies are the subject of Comprehensive Plan review.

B. Alternative Land Use and Zoning. If alternative land uses are desirable and feasible, a number of considerations should be considered: community wants and needs; strategic plans of governmental partners; impact on the community; financial feasibility, etc.

C. Annexation and Development. The Comprehensive Plan identifies groups of properties that are not aligned with neighboring governmental entities and provides recommendations concerning annexation and development.

2. Maintenance of Village Infrastructure and Public Services; Sustainability of Resources. High quality and efficient infrastructure and public services are critical components that help to define the Lake Bluff community. Similarly, environmental sustainability (the quality of not being harmful to the environment or depleting natural resources) is of importance in reducing the footprint of the Village. As such, the Comprehensive Plan contains objectives and polices for these areas:

A. Village Infrastructure

1. Water Distribution System
2. Sanitary Sewage System
3. Solid Waste Management
4. Storm Water System
5. Street System
6. Sidewalk System
7. Village Buildings and Grounds

B. Public Services in the Village

1. Police/Public Safety
2. Fire Protection
3. Emergency Response/Ambulance
4. Civil Defense
5. Community Outreach and Education

C. Sustainability of Resources. The work of the Sustainability Committee of the Village will inform this discussion.

The Lake Bluff Environment. Lake Bluff is primarily a community of single family homes and parks/open spaces supported by both a resident-focused Central Business District and a regional commercial/industrial park. A number of Comprehensive Plan elements define, in land use planning terminology, the Lake Bluff Environment with respect to Housing, Community Character, and Economic Development.

3. Housing. Existing and new/alternative single and multi-family housing options should be viewed through a number of strategic planning lenses:
- A. Growth Management; number, type, scale, location
 - B. Infill; appropriate density
 - C. Diversified housing stock
 - D. Historic Preservation
4. Community Character. Critical to the perceived ambiance of the community, the social infrastructure that defines Lake Bluff should be encouraged through relevant planning principles with respect to:
- A. Access to amenities
 - B. Community facilities
 - C. Community groups
 - D. Community events
 - E. Appropriate retail opportunities
 - F. Participation in regional event
5. Economic Development. The financial viability of the community depends partially on a robust retail/commercial/industrial base and the planning principles that define and support growth and expansion of that base. The Comprehensive Plan references such policies for these areas:
- A. Central Business District, as redefined in the Plan
 - B. Commercial District within the Village
 - C. Retail/Commercial opportunities in areas contiguous to the Village
 - D. Retail/Commercial opportunities in other areas of the Village
6. Connectivity/Linkage. Existing and proposed land uses should facilitate the safe connection to and movement (pedestrian, auto, bike, commercial) within and between transportation options, and negate, to the extent possible, conflicts between these alternatives:
- A. Public transportation: Metra rail, bus service, etc.
 - B. Quasi-public transportations: taxi service, drive sharing options, 'divvy' bike alternatives, etc.
 - C. Regional arterial streets managed by the Illinois Department of Transportation
 - D. Local, connector and arterial streets managed by the Village.
 - E. Expanded pedestrian corridors and bike paths that link all areas of the Village. Use of abandoned rights of way, utility and other easements, and property under the control of other governmental/institutional entities can facilitate such expansion.
7. Open Space, Parks, Recreation and Environmental Resources. An inventory of existing open space and related land uses is part of the Comprehensive Plan, as is the development of a set of policies that recommend appropriate changes in land use. Inventory and recommended actions should reflect the totality of public space within the Village without regard to ownership.
8. Intergovernmental Cooperation. The policies of the Comprehensive Plan will reflect the developed strategies and inventories of related entities including: Lake Bluff Park District, Lake Bluff School District, Lake Forest High School, Lake Bluff Open Lands Association, Joint Action Water Agency, and various governmental entities sponsored by Shields Township, Lake County or the State of Illinois.

**Village of Lake Bluff
Comprehensive Plan Update
Map Update Status Report
April 29, 2011**

Attached is a copy of most current version of each of the various maps that are being prepared by Thompson Dyke & Associates (TDA). The Village received a digital transmittal from TDA of all of the maps on the evening of April 28th. Village Staff was anticipating that the transmittal was to have included maps which have been updated in response to all previous Village Staff comments on the maps. Upon review on April 29, 2011, it was found that various review comments have not yet been incorporated on several of the maps. Missing items are noted under the specific comments provided for each map.

General Comments Pertinent to Most if Not All of The Maps

- Map Numbering – Map numbering is arbitrary and was believed to have been established simply for tracking purposes. Map numbers will change, or possibly even be eliminated, based upon final layout of the updated comprehensive plan document. Map 1 does not exist as a separate presentation work product – it is the base document in the TDA CAD files. There is a Map 2A and a Map 2B because originally TDA had all the municipal, township, school, park district, and planning area boundaries presented on one map. This was too much information on one map to provide any reasonable level of clarity and they were given direction to split out the information.
- Map Size and Binding in Document – It is currently envisioned that the final map sizes will be 11” x 17” and that all maps will fold out. Because the Comprehensive Plan Document will almost certainly be bound along the left hand side, Village staff has previously requested TDA to allow for an open space along the left edge of each map. It has been suggested that the “scale” currently present in the extreme lower left had corner of most of maps be shifted to a location under the “legend” area of each map. To date these requested corrections have not been made on any of the maps, but most certainly will be made as part of final layout and proofing prior to printing.
- Map Version Dates - Unfortunately the map version date in the lower right hand corner of each map does not necessarily reflect the correct date of the most recent version of each map. Updates have in some cases been made without a date change.

Specific Comments Pertinent to Each of the Proposed Maps

Map 2A – Municipal Boundary Map - After outsourcing and printing the attached 11” x 17” version on April 29th (digital file received from TDA on April 28th) it was noted that the most recent map version forwarded by TDA for this map had dropped out several layers of information. All text is missing, many ravine centerlines are missing, and the CBD boundary is missing. Two weeks prior on April 6th, the Village had received a digital version of Map 2A which incorporated to that date all of the previous Village staff comments on this particular map. The smaller 8&1/2” x 11” attached map should therefore be used for review at this time. With the exception of addressing the general map comment issues, all other previous Village staff comments have been incorporated on this map.

Map 2B – Township, School, and Park District Boundaries Map – With the exception of addressing the general map comment issues, all other previous Village staff comments have been incorporated on this map.

Map 3 – Transportation – With the exception of addressing the general map comment issues, all other previous Village staff comments have been incorporated on this map. This map will definitely still require final changes because all newly proposed bike paths, proposed sidewalks and possible non-grade pedestrian crossing will be added to the map once the Plan Commission completes a listing of the various proposed changes. The map could also include identification of recommended “Transportation Special Project Areas” or other transportation issues as deemed appropriated by the Plan Commission.

Map 4, and Maps 4A – 4G – Quadrant Maps – With the exception of addressing the general map comment issues, and some various “text” chopping along the edges of some of the maps, all other previous Village staff comments have been incorporated on these maps.

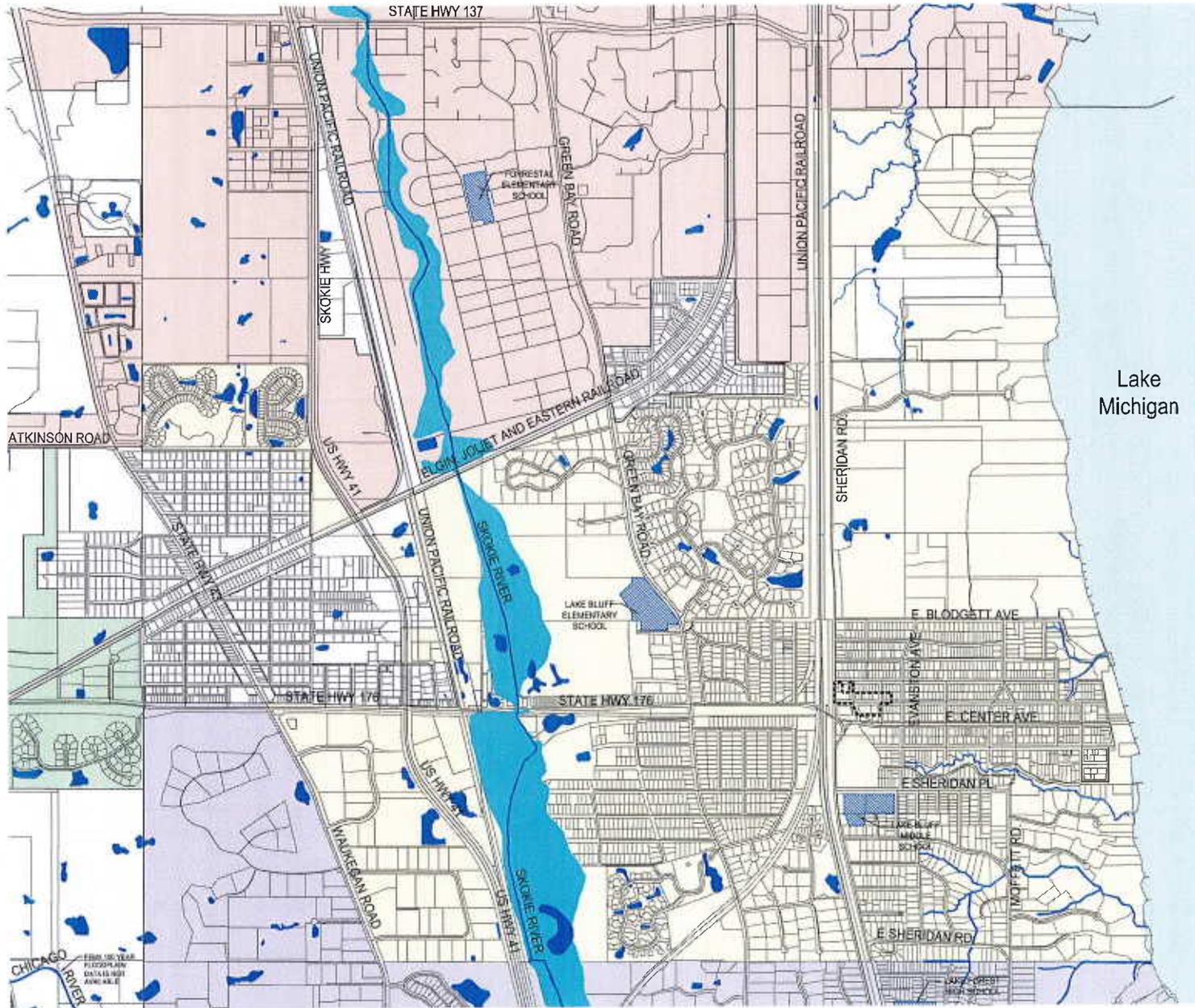
Map 5 – Issues and Opportunities Map – At the suggestion of TDA, the initial contract with TDA included the preparation of an “Issues and Opportunities Map”. It was envisioned that this map would reflect various special features and “high-lights” of the Village; and also perhaps identify specific issue areas and proposed specific improvements. In August of 2010, TDA presented a draft “Issues and Opportunities” map to Village staff (copy included) for staff review and comment. After review, Village staff instructed TDA to not proceed with any updates to this map, until such time when the overall Comprehensive Plan update process is nearly complete so that the most applicable issues and opportunities could be shown on the map. The Plan Commission is requested to confirm if they feel that a map of this type should be prepared and included in the updated Comprehensive Plan. (Not necessarily a decision that needs to be made on May 5th.)

Map 6 – Existing Land Use Map – TDA last provided an update of the proposed “Existing Land Use” map to the Village on February 14, 2011. Village staff provided 3 pages of specific corrections required on this map on March 28th to TDA – most of which were originally provided to TDA on November 8th. As of April 28th the requested corrections have not been incorporated by TDA. Once these specific corrections (copy attached) are incorporated, Village staff has no further recommendations. The current mapping contract with TDA includes a provision for TDA to furnish statistics on areas of land use within the Village’s boundaries and within the Village’s planning jurisdiction. This data would be provided by TDA once final land use corrections have been incorporated on the map.

Map 7 - Central Business District Vicinity Existing Land Use - TDA last provided an update of the proposed “Central Business District Existing Land Use” map to the Village on February 14, 2011. Village staff provided a page of specific corrections required on this map on March 28th to TDA (copy included). Comments regarding overall color shading utilized on the draft map and extent of similarity between some of the colors used, which results in difficulty distinguishing between colors, were originally provided to TDA on November 8th. As of April 28th the requested corrections have not been incorporated by TDA. Once these specific corrections are incorporated, Village staff has no further recommendations.



Comprehensive Plan Municipal Boundaries Map 2A



Legend

- Municipal Boundary
- Village of Lake Bluff
- City of North Chicago
- City of Lake Forest
- Village of Green Oaks
- Unincorporated
- FEMA 100 Year Floodplain
- Streams/Ravine Centerlines
- Ponds
- Public School Site
- Central Business District

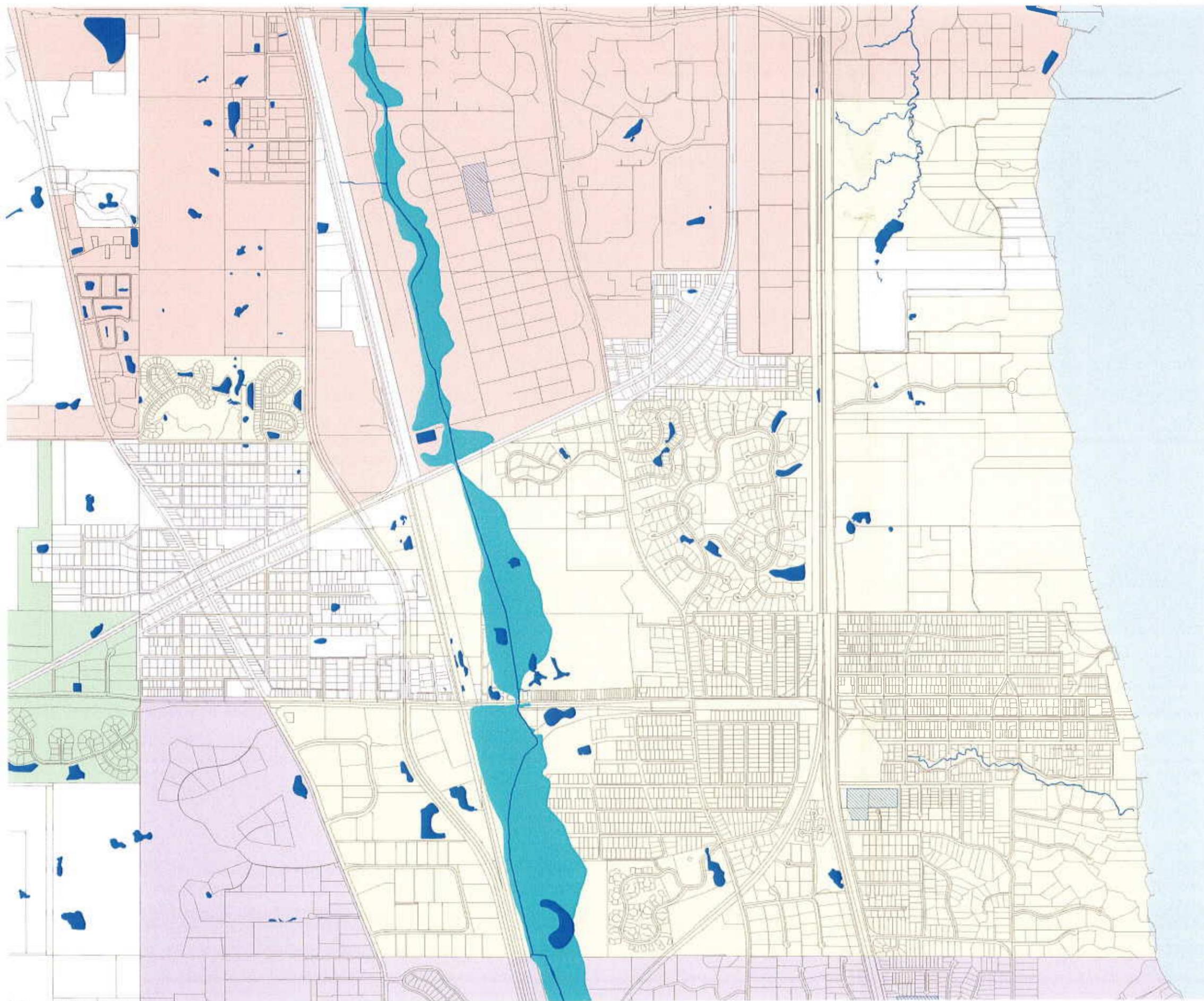
4-6-11
11.08.2010 (Draft)



Comprehensive Plan Municipal Boundaries Map 2A

Legend

- Municipal Boundary
- Village of Lake Bluff
- City of North Chicago
- City of Lake Forest
- Village of Green Oaks
- Unincorporated
- FEMA 100 Year Floodplain
- Streams/Ravine Centerlines
- Ponds
- Public School Site
- Central Business District



SCALE IN FEET

NC
4/20/11

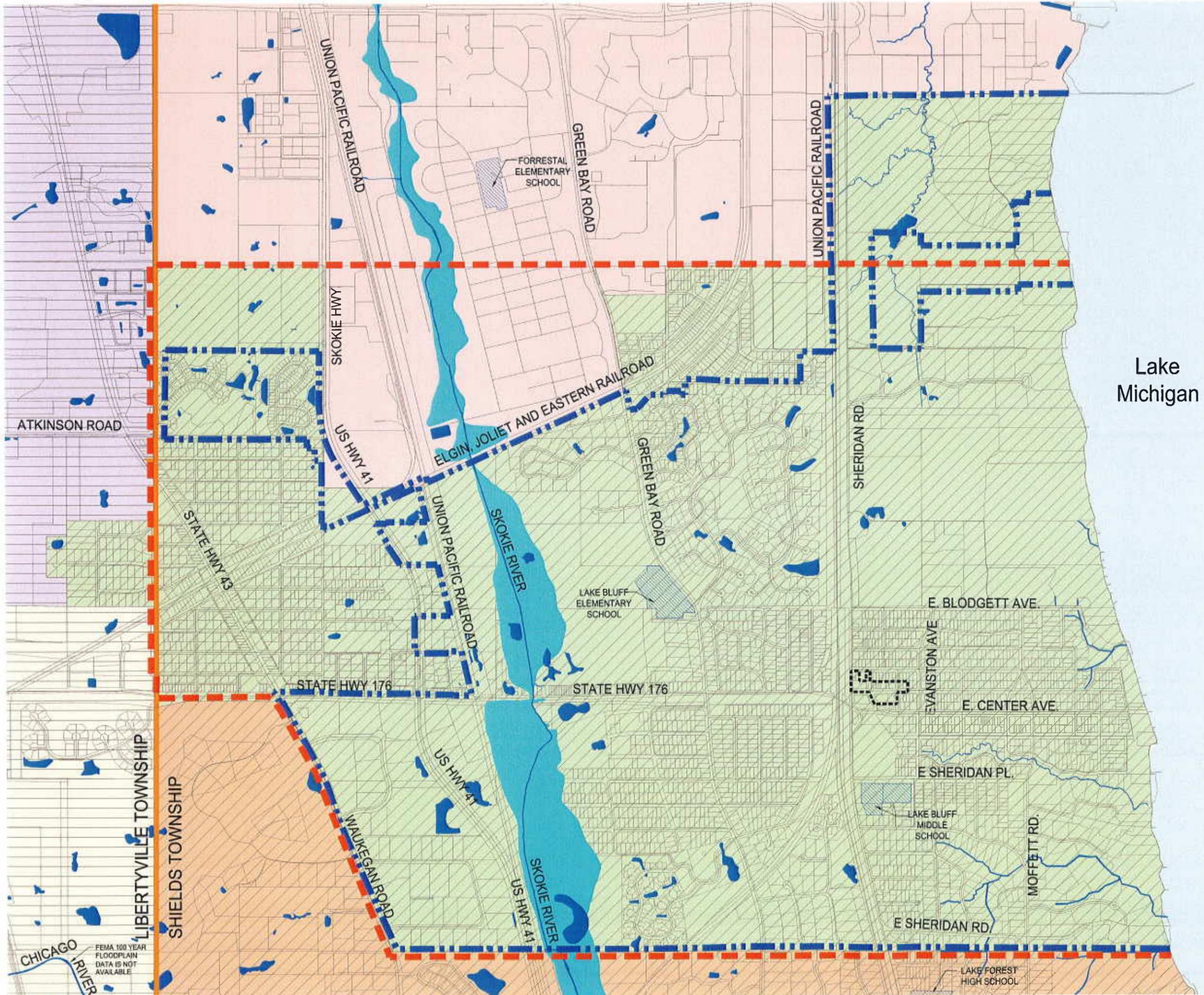
11.08.2010 (Draft)



Comprehensive Plan Township, School and Park District Boundaries Map 2B

Legend

- Lake Bluff Municipal Boundary
- Lake Bluff Park District Boundary
- Township Boundary
- Public School Site
- Lake Bluff Elementary School District 65
- North Chicago School Dist 187
- Oak Grove School District 68
- Rondout School District 72
- Lake Forest School District 67
- Lake Forest Community H S Dist 115
- Community H S Dist 128
- FEMA 100 Year Floodplain
- Streams/Ravine Centerlines
- Ponds
- Central Business District



Lake Michigan

CHICAGO RIVER
FEMA 100 YEAR FLOODPLAIN DATA IS NOT AVAILABLE



O.K.
4/20/11

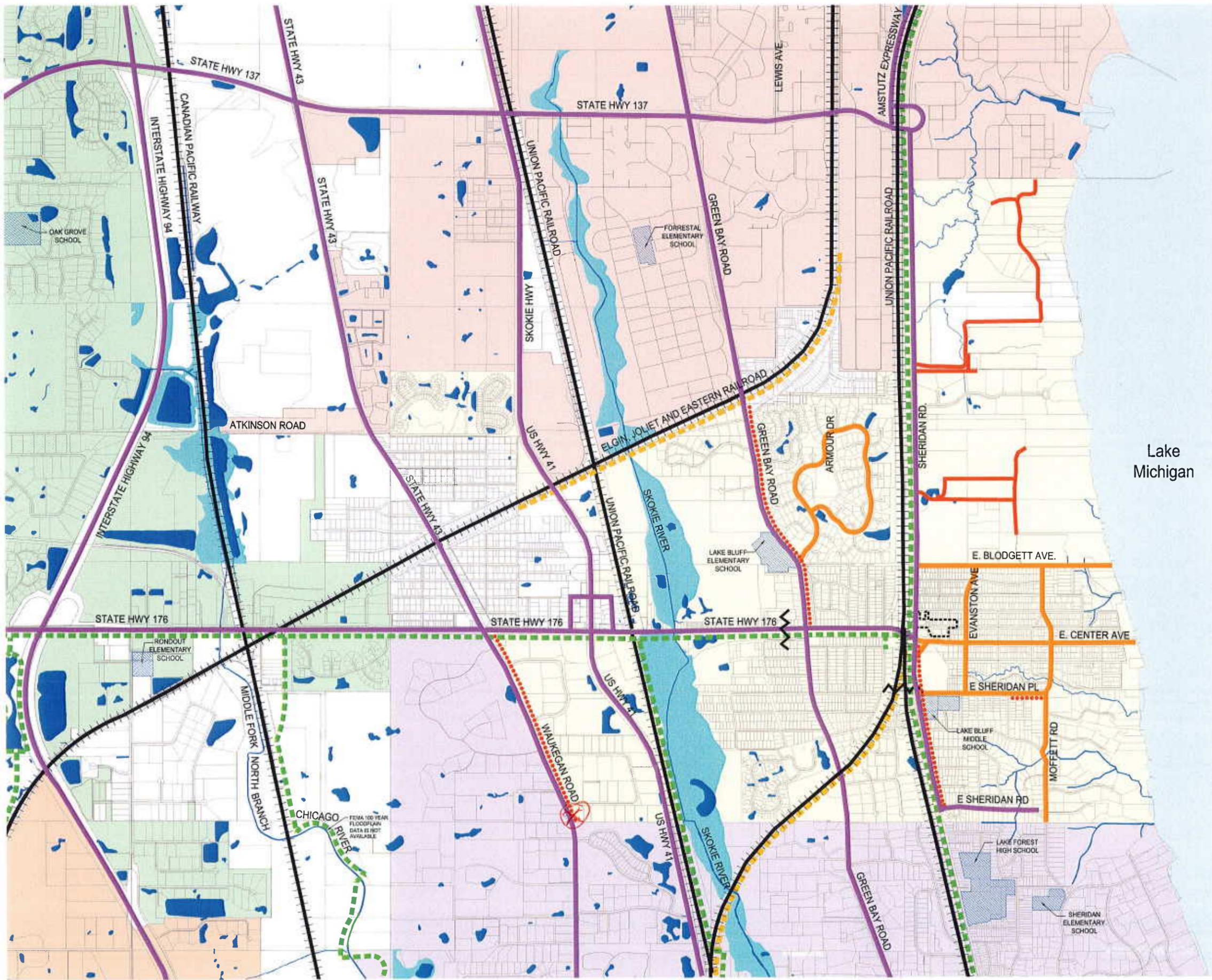
11.08.2010 (Draft)



Comprehensive Plan Transportation Map 3

Legend

-  Arterial Road
-  Lake Bluff Collector Road
-  Lake Bluff Private Road
-  Railroad
-  Existing Bike Path
-  Proposed Bike Path
-  Proposed Sidewalk
-  Proposed Non-Grade Pedestrian Crossing
-  Public School Site
-  Village of Lake Bluff
-  City of North Chicago
-  City of Lake Forest
-  Village of Green Oaks
-  Village of Mettawa
-  Unincorporated
-  FEMA 100 Year Floodplain
-  Streams/Ravine Centerlines
-  Ponds
-  Central Business District



O.K.
1/12/14

11.08.2010 (Draft)

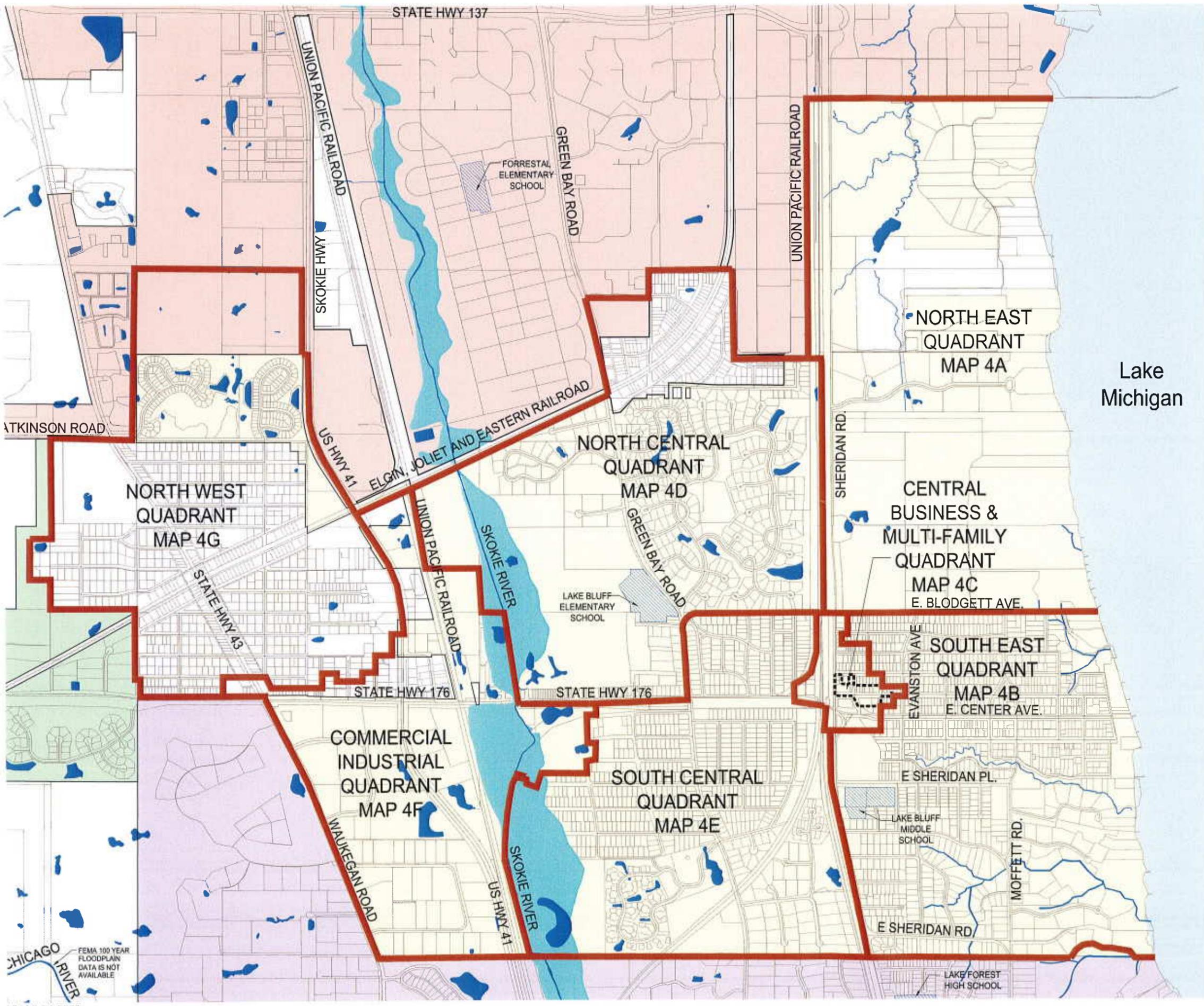


Comprehensive Plan Planning Area Boundary Map Map 4 - Quadrant Layout



Legend

- Planning Area Boundary
- Municipal Boundary
- Village of Lake Bluff
- City of North Chicago
- City of Lake Forest
- Village of Green Oaks
- Unincorporated
- FEMA 100 Year Floodplain
- Streams/Ravine Centerlines
- Ponds
- Public School Site
- Area Zoned As Central Business District In 2011



CHICAGO RIVER
FEMA 100 YEAR FLOODPLAIN DATA IS NOT AVAILABLE
SCALE IN FEET

O.K.
2/14/14

2.1.2014 (Draft)



Comprehensive Plan Planning Area Boundary Map Map 4A - North East Quadrant



Legend

-  Planning Area Boundary
-  Municipal Boundary
-  Village of Lake Bluff
-  City of North Chicago
-  Unincorporated
-  Streams/Ravine Centerlines
-  Ponds



Lake Michigan

UNION PACIFIC RAILROAD

SHERIDAN RD.

E. BLODGETT AVE.

V AVE

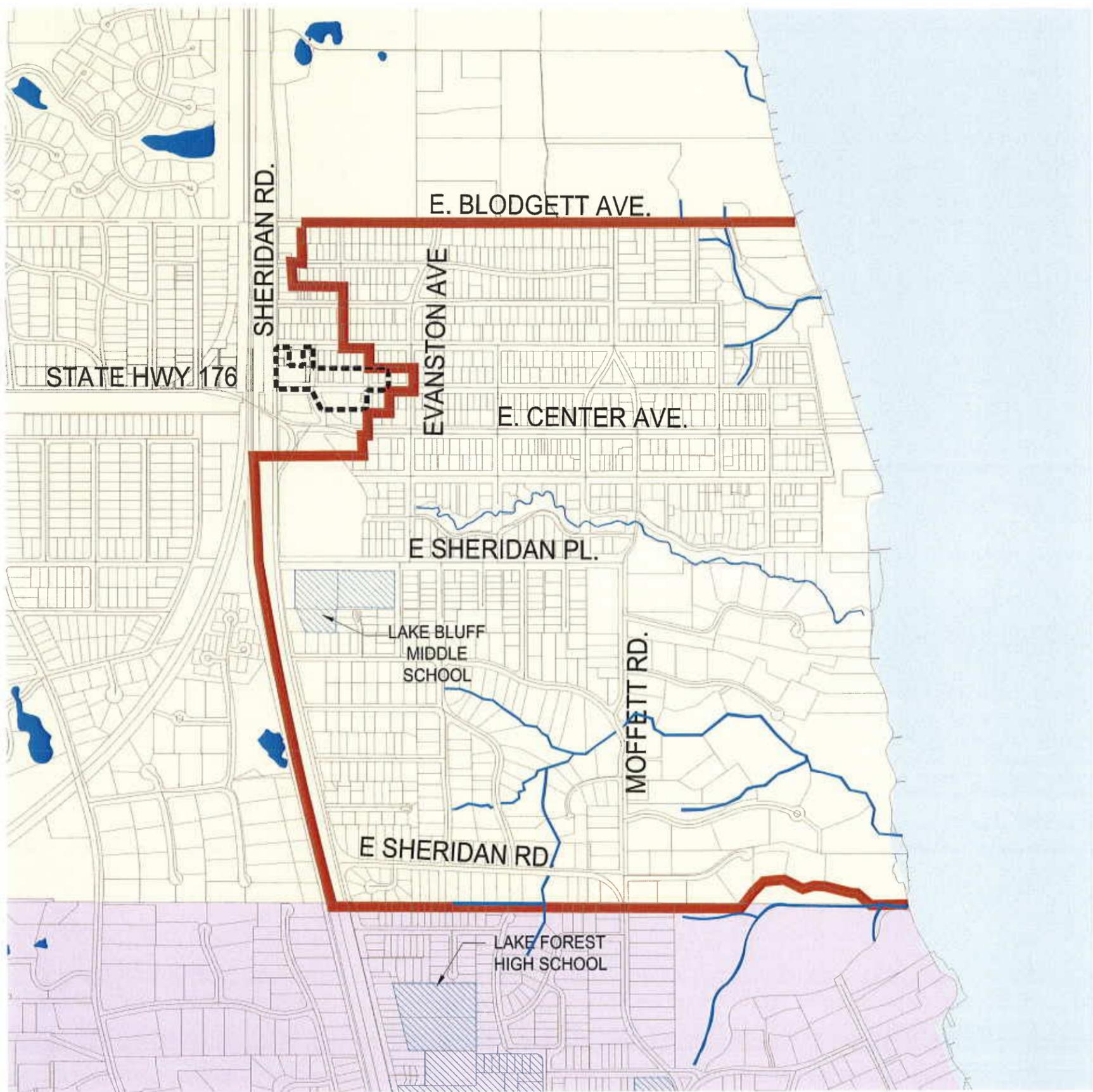
SCALE IN FEET

2/14/11

2.1.2011 (Draft)



Comprehensive Plan Planning Area Boundary Map Map 4B - South East Quadrant



Legend

- Planning Area Boundary
- Municipal Boundary
- Village of Lake Bluff
- City of Lake Forest
- Streams/Ravine Centerlines
- Ponds
- Public School Site
- Area Zoned As Central Business District In 2011



4.28.2011 (Draft)

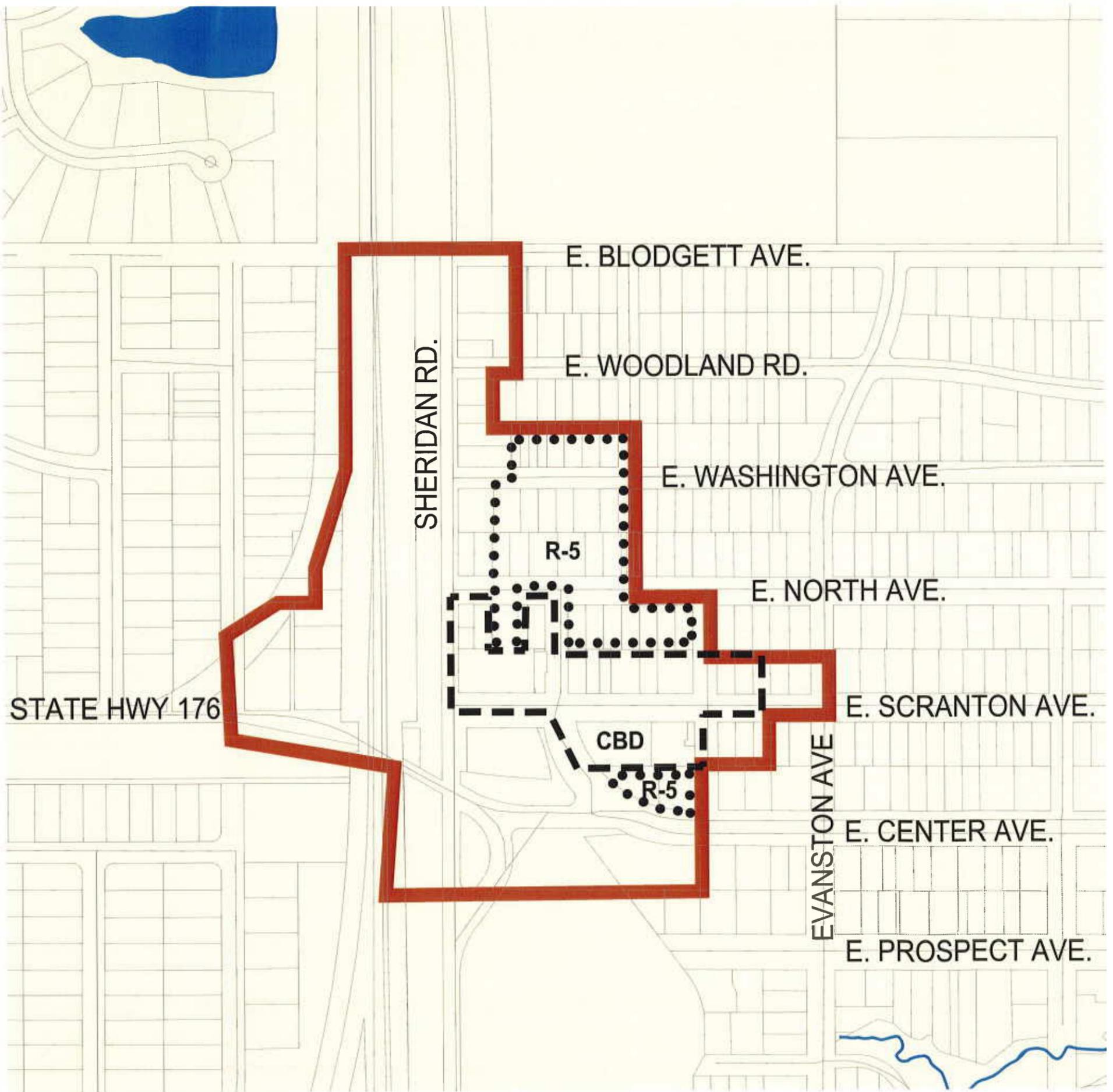


Comprehensive Plan Planning Area Boundary Map Map 4C - Central Business & Multi-Family Quadrant



Legend

-  Planning Area Boundary
-  Municipal Boundary
-  Village of Lake Bluff
-  Area Zoned As Central Business District In 2011
-  Area Zoned R-5, Multi-Family Dwelling In 2011



4.28.2011 (Draft)

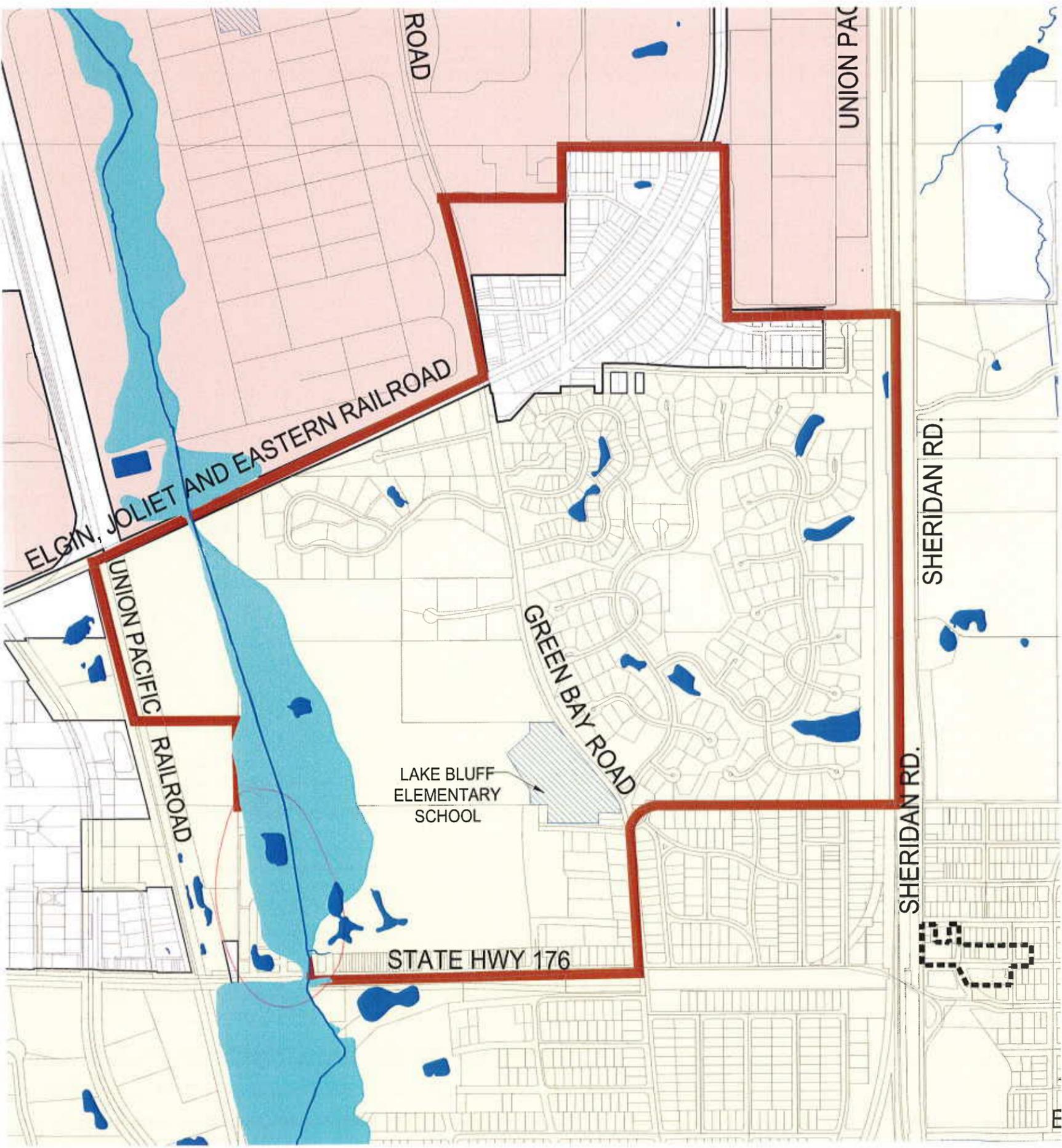


Comprehensive Plan Planning Area Boundary Map Map 4D - North Central Quadrant



Legend

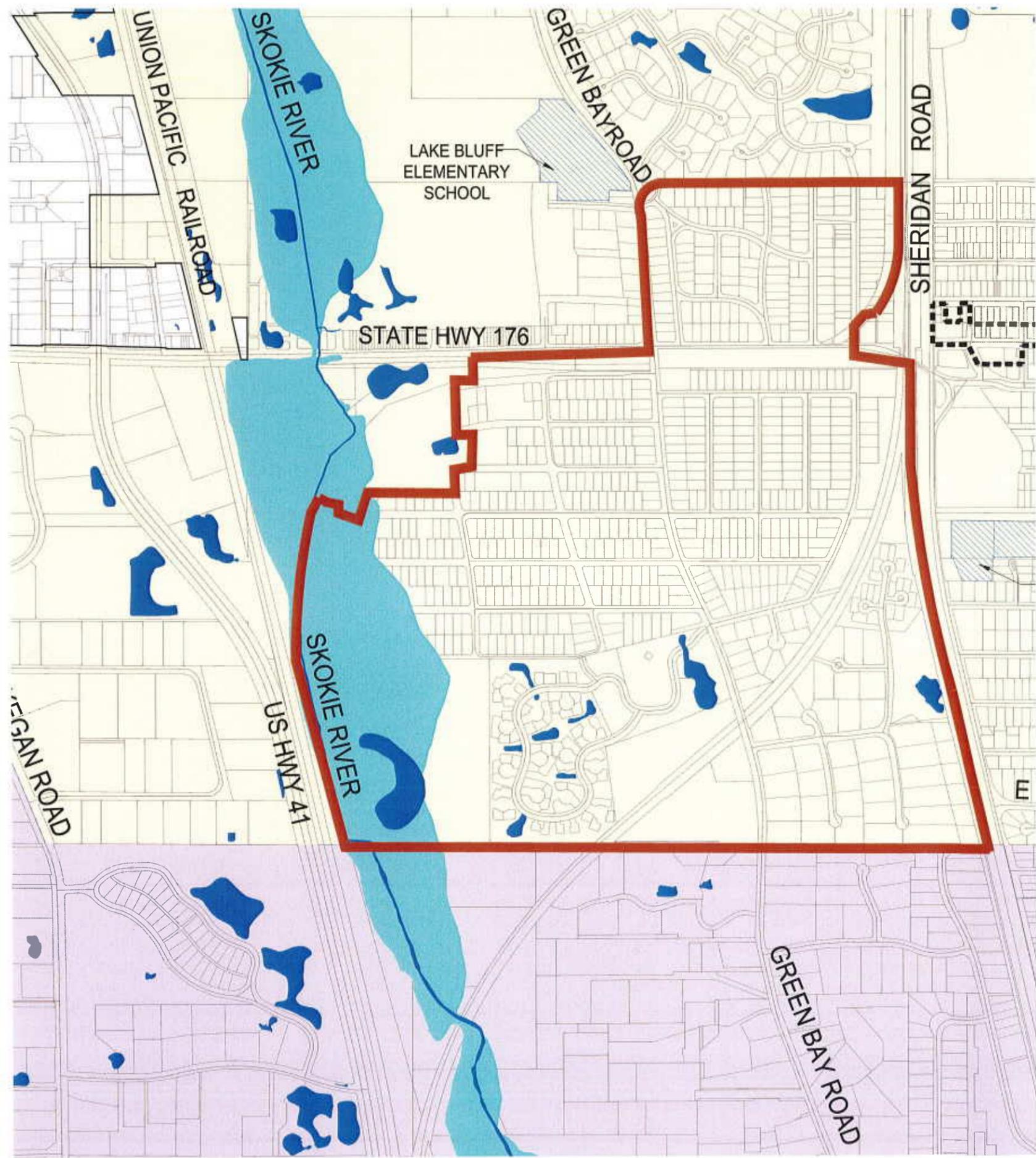
-  Planning Area Boundary
-  Municipal Boundary
-  Village of Lake Bluff
-  City of North Chicago
-  Unincorporated
-  FEMA 100 Year Floodplain
-  Streams/Ravine Centerlines
-  Ponds
-  Public School Site
-  Area Zoned As Central Business District In 2011



4.28.2011 (Draft)



Comprehensive Plan Planning Area Boundary Map Map 4E - South Central Quadrant



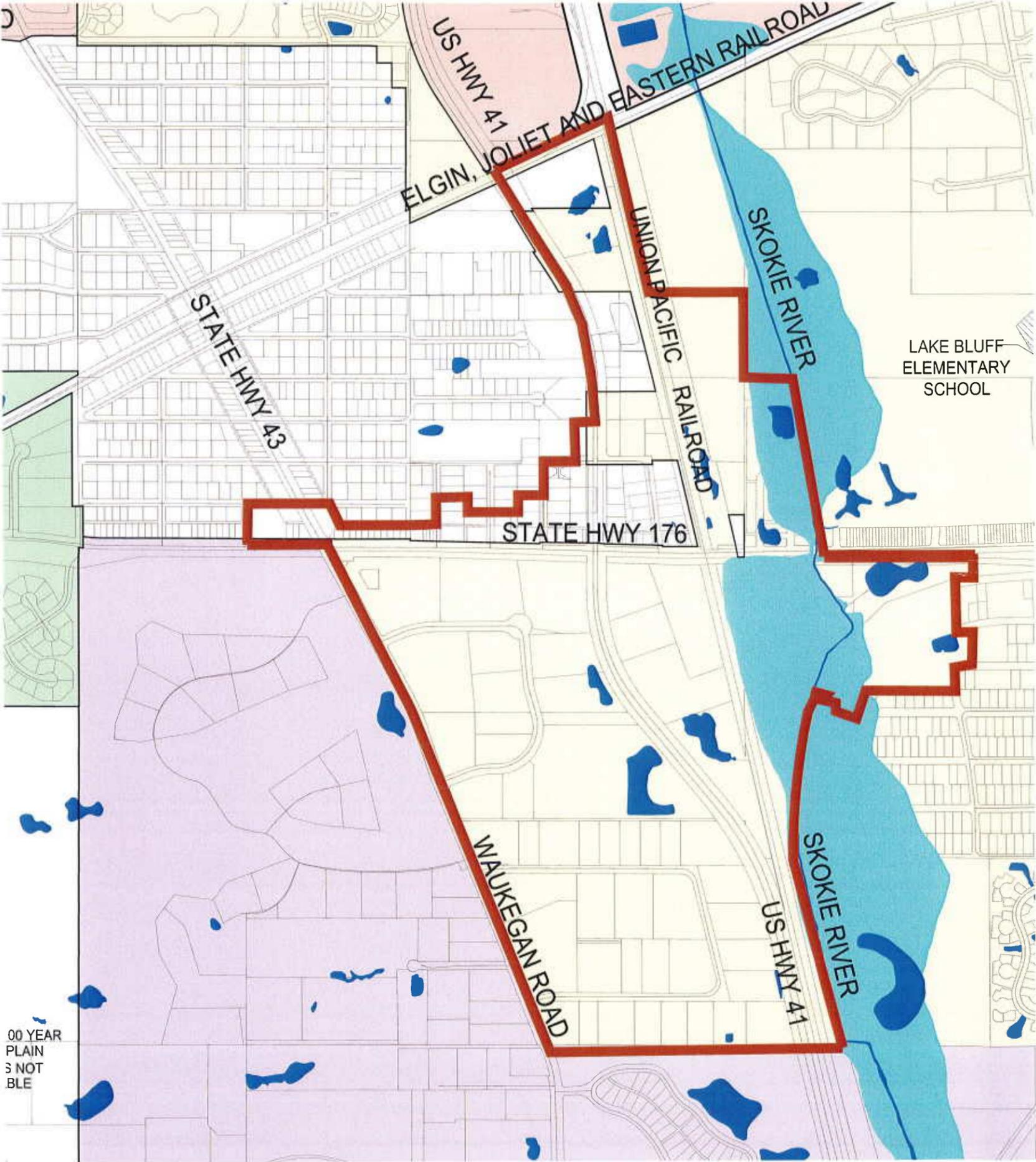
- Legend**
- Planning Area Boundary
 - Municipal Boundary
 - Village of Lake Bluff
 - City of Lake Forest
 - Unincorporated
 - FEMA 100 Year Floodplain
 - Streams/Ravine Centerlines
 - Ponds
 - Public School Site
 - Area Zoned As Central Business District In 2011

SCALE IN FEET

4.28.2011 (Draft)



Comprehensive Plan Planning Area Boundary Map Map 4F - Commercial Industrial Quadrant



- Legend**
- Planning Area Boundary
 - Municipal Boundary
 - Village of Lake Bluff
 - City of North Chicago
 - City of Lake Forest
 - Village of Green Oaks
 - Unincorporated
 - FEMA 100 Year Floodplain
 - Streams/Ravine Centerlines
 - Ponds
 - Public School Site

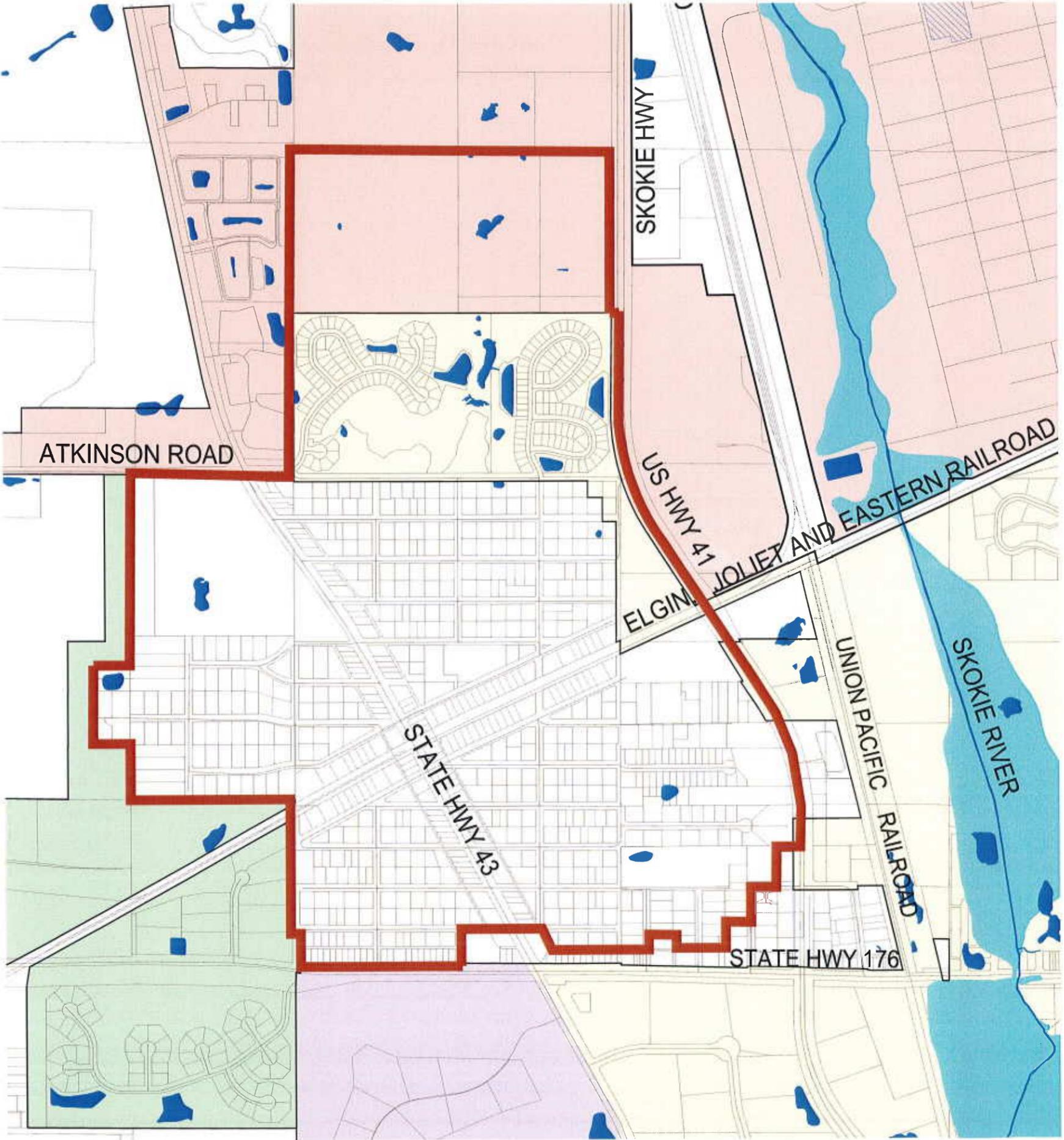
100 YEAR
PLAIN
IS NOT
ABLE



4.28.2011 (Draft)



Comprehensive Plan Planning Area Boundary Map Map 4G - North West Quadrant



- Legend**
- Planning Area Boundary
 - Municipal Boundary
 - Village of Lake Bluff
 - City of North Chicago
 - City of Lake Forest
 - Village of Green Oaks
 - Unincorporated
 - FEMA 100 Year Floodplain
 - Streams/Ravine Centerlines
 - Ponds

SCALE IN FEET

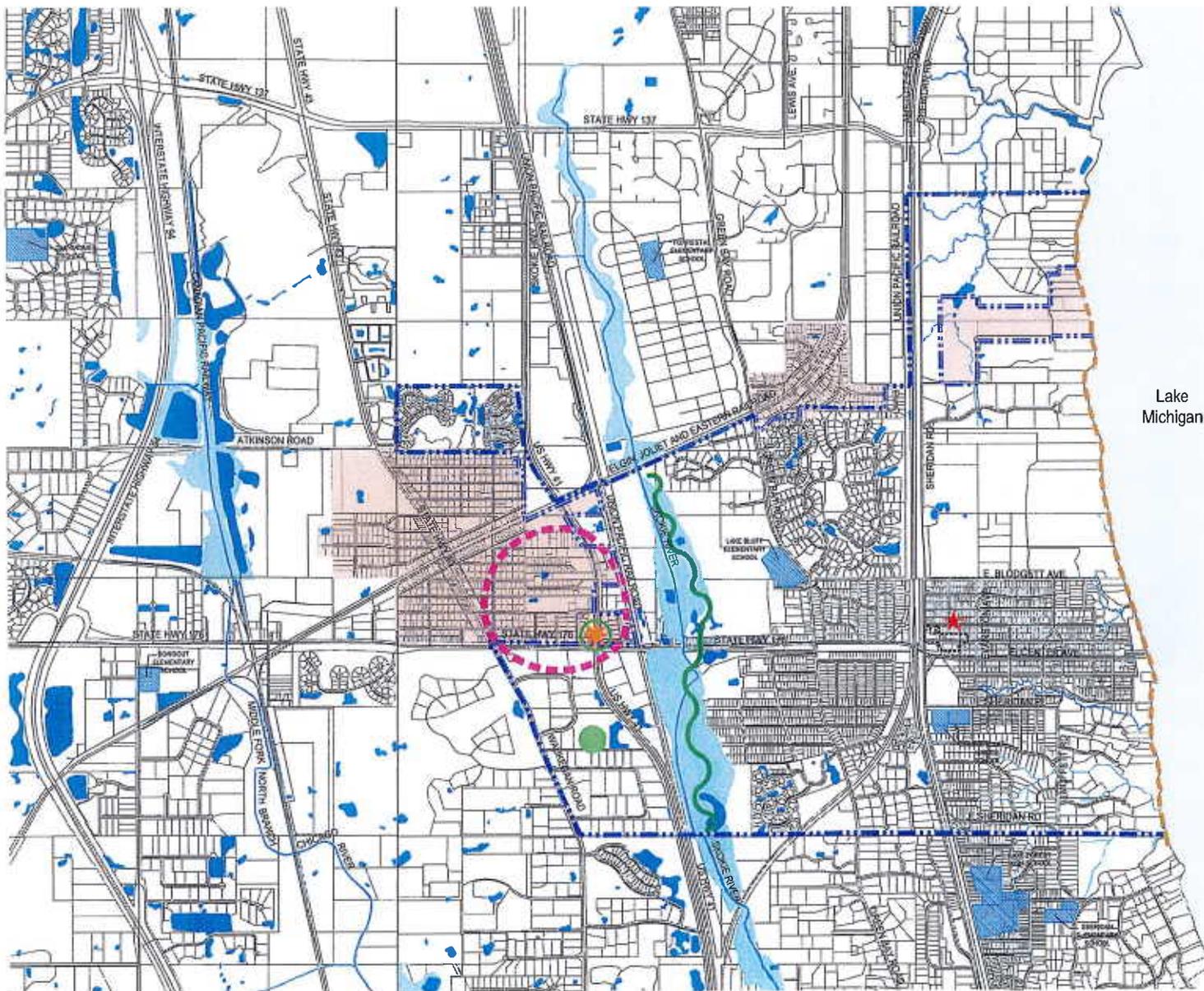
4.28.2011 (Draft)



Comprehensive Plan Issues & Opportunities Map 5

Legend

- Lake Bluff Municipal Boundary
- Unattractive Interchange
- Some Obsolete Lot Layouts & Incompatible Uses/Potential Future Redevelopment
- Improve Intersection
- Environmental Corridor
- Lake Michigan Shoreline
- Attractive Business Park
- Very High Quality CBD
- Potential Future Annexation
- FEMA 100 Year Floodplain
- Streams/Ravine Centerlines
- Ponds
- Public School Site
- Central Business District



Lake Michigan



• Economic Dev.
• Enhancing CBD

08.13.2010 (Draft)



Attachment C
(Page 1 of 3)

Village Review Comments On “Existing Land Use Map” dated 2.1.2011

Map 6

For clarification of the following comments please refer to the previous 3 pages of Village review comments dated November 8, 2010, and the “hand colored” exhibits that were previously forwarded with the November 8th comments.

The hard copy version of this map delivered to the Village on February 14, 2011, has about 1/8” in the far left hand side of the 11” x 17” sheet and the “slash” between the words “Commercial” and “Retail” in the legend was chopped off of the extreme right hand side of the map. The Village would prefer that the overall scale of this map not be reduced any further but some adjustment in layout in the left to right direction is necessary so that no data is lost in printing/copying and to allow for binding. Suggest closing the gap between the legend and the exhibit and slightly reducing the area of the lake that is shown.

Move the scale and north arrow up under the “legend”. Due to the need to keep the presentation view on this map as large as possible the numerical scale should be moved from the extreme lower left had corner of the proposed map up the open area under the legend. Currently the numbers under the “scale” are chopped off on the printed version because they are too close to the bottom edge of the page.

Refer to “Attachment D” for the general location of the following necessary corrections:

Location “A” - Complete the Village Boundary line along the west side of the few residential use lot at the S.E. corner of the Sanctuary Subdivision.

Location “B” - Add the “dark green” color designating “Open Space Public” on the short stretch of E. Washington Avenue just east of Moffett Road. This section of roadway is not constructed. See the previously provided colored exhibit marked “Attachment B2” forwarded with the review comments dated November 8, 2011, for the specific limits of this area.

Location “C” – Change the “yellow” color to “brown” color to designate the existing multi-family lot on the south side of E. Center Avenue located three lots west of the intersection with Evanston Avenue. See the previously provided colored exhibit marked “Attachment B2” forwarded with the review comments dated November, 8, 2011, for the specific location of this lot.

Location “D” – Show the pond that is located along the east edge of the Tanglely Oaks Subdivision (the middle of the three ponds). This pond is shown on all other maps. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of this pond, or look at the completed Map 3.

Attachment C

(Page 2 of 3)

Location “E” – If the scale allows – please reinsert all of the ponds in the Stonebridge subdivision located west of Green Bay Road – See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of these ponds or look at the completed Map3.

Location “F” – Complete color “purple” shading in the triangular shaped westerly portion of the new Lake Bluff elementary school lot located just west of Green Bay Road and north of Illinois Route 176. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific limits of the school lot.

Location “G” – Change the existing “green” color to “yellow” color to correctly identify the single family use for the lot located westerly of the intersection of Thornwood Lane and Sunset Terrace. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of this lot.

Location “H” – Change the existing “green” color to “yellow” color to correctly identify the two single family use lots located on the north side of Illinois Route 176 across from the N.E. corner of the water plant parcel. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of these lots.

Location “I” - Change the existing “red” color to “orange” color to correctly identify the mixed use for lot located north of Illinois Route 176 and east of U.S.Highway 41. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of this lot.

Location “J” - Delete the layer of information which is showing some of the building footprints and topography in the Lake Bluff Industrial Park (See Shepard Chevrolet parcel and Dominick’s parcel). This extra layer should also be deleted in the Knauz Auto Park parcel, the Mariani parcel on Route 176 and on one of the parcels in the Demarie Park where a building footprint is shown. This misc. information was previously requested for deletion and was deleted on the base mapping used for Map 3.

Attachment C

(Page 3 of 3)

Location “K” - Change the existing “green” color to “yellow” color to correctly identify the one single family use lot located on the south side of East Prospect Avenue just westerly of the intersection with Gurney Avenue. See the previously provided colored exhibit marked “Attachment B2” forwarded with the review comments dated November, 8, 2011, for the specific location of these lot.

Location “L” – Change the location of the Village westerly municipal boundary along Waukegan Road south of Illinois Route 176 to show the boundary down the middle of Waukegan Road in lieu of down the easterly ROW limit as currently drawn.

Location “M” – Change the existing “gray” color to “green” color to correctly identify the previously vacated ROW, which is now open space located along the west side of Green Bay Road just north of Illinois Route 176. See the previously provided colored exhibit marked “Attachment B3” forwarded with the review comments dated November, 8, 2011, for the specific location of this parcel. (There is no stub road westerly off of Green Bay Road at this location.)

Location “N” – Delete the “purple” color from the lot located just north of Illinois Route 176 adjacent to the southwest corner of the Village’s public works facility. This parcel is NOT in the Village. It is shown correctly as not being in the Village on completed Map 3 and completed Map 4F. Please also ensure when the updates are done for Maps 2A and 2 B that this parcel is correctly designated as not being within the Lake Bluff municipal limits.

Location “O” – Delete the “E. Sheridan Road” label and the southerly of the two “Sheridan RD” labels from the map. (These labels obscure information.)

Change the tone of the Color “orange” on the legend proposed to designate the “Mixed Use – Residential & Commercial/Retail/Office” areas and wherever utilized throughout the Existing Land Use map. The shade of “orange” utilized is too dark and therefore too similar to the “red” color that is being utilized on the map. A recommended change would be to the shade of orange used to designate the “collector roads” on the transportation map.



Attachment D

Comprehensive Plan Existing Land Use Map 6

- Legend**
- Lake Bluff Municipal Boundary
 - Residential - Single Family
 - Residential - Multi-Family
 - Institutional
 - Open Space - Public / Semi-Public
 - Open Space - Private
 - Commercial / Retail / Office
 - Mixed Use - Residential & Commercial
 - ✓ Retail / Office
 - Roadways / Railroad Track Areas
 - Lakes / Ponds / Rivers

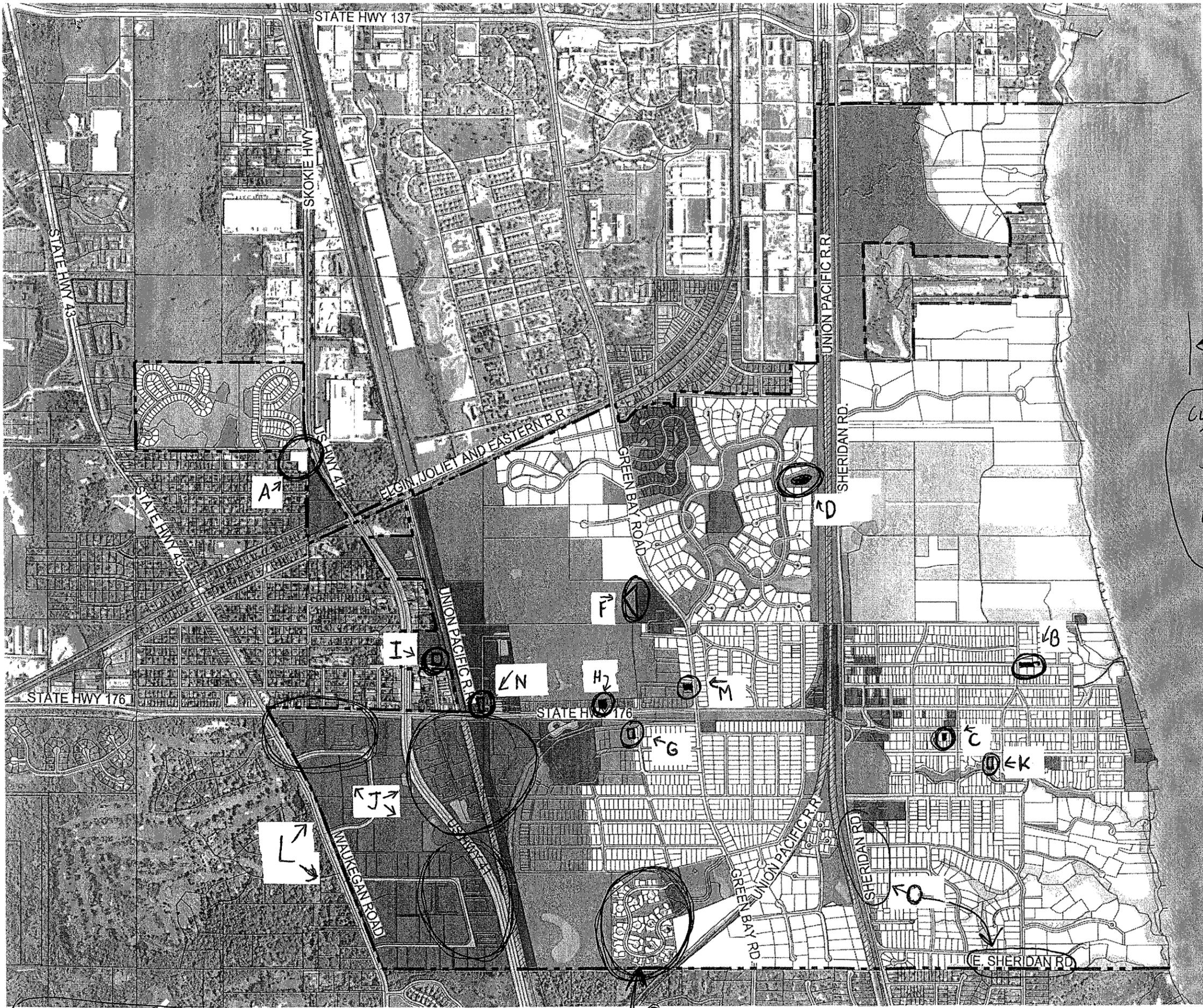
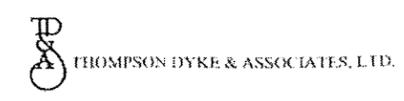
CLOSE THIS SPACE TO FREE UP LEFT MARGIN

CHANGE "ORANGE" TO A LIGHTER SHADE.

SCALE

Rec 2/14/11
Drop OFF

2.1.2011 (Draft)

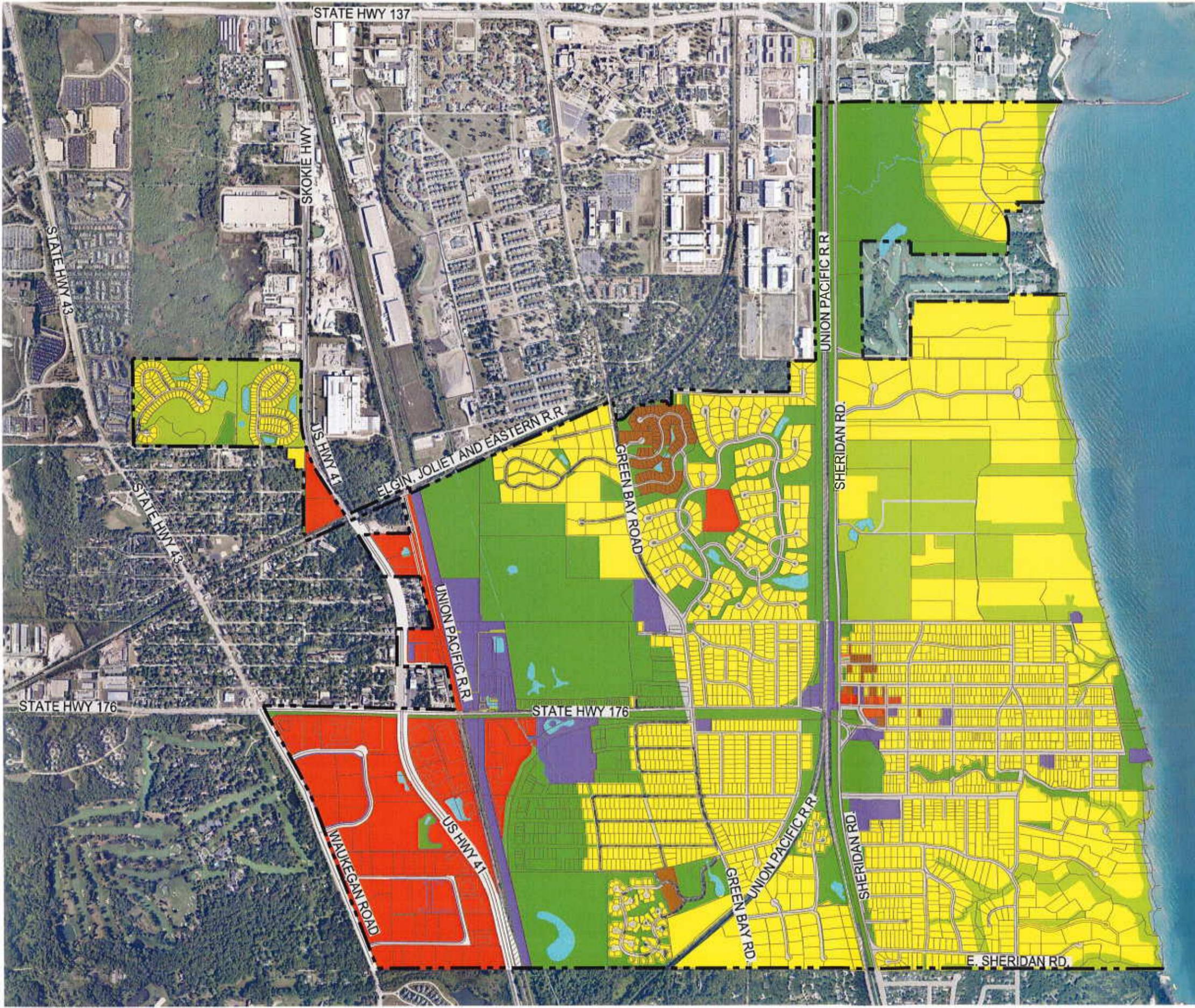




Comprehensive Plan Existing Land Use Map 6

Legend

- Lake Bluff Municipal Boundary
- Residential - Single Family
- Residential - Multi-Family
- Institutional
- Open Space - Public / Semi- Public
- Open Space - Private
- Commercial / Retail / Office
- Mixed Use - Residential & Commercial
Retail / Office
- Roadways / Railroad Track Areas
- Lakes / Ponds / Rivers



NOT O.K.
R 4/28/11
w/ comments
From
2.1.2011 (Draft)

Attachment E

Village Review Comments On “Central Business District Vicinity Existing Land Use Map” dated 2.1.2011 – Map 7

Shift the aerial layer for this base map over slightly to the right to allow for adequate space to bind this map in a book.

Shift the scale and north directional arrow in the lower left hand corner up under the legend portion.

Increase the overall scale of the exhibit to the space that will allow on the 11” x 17” sheet but leave enough space on the left side for binding.

The shades of the crosshatching colors that were selected for “brown” , “red” and “orange” are too similar and it is very difficult to distinguish the differences, particularly between “red” and “orange”. Please adjust the tone and brightness of the colors used to accentuate the differences. Also run the “orange” cross hatching in the opposite direction to further accentuate the difference between the “red” and “orange” cross hatching.

Change the “legend” description for the “Central Business District Zoning Boundary” to read “Area Zoned As Central Business District in 2011”.

Delineate with a series of black dots the limits of the “R-5” District and add to the legend directly under the CBD description with the text: “Area Zoned R-5, Multi-Family Dwelling in 2011”. Refer to the latest version of Map 4C for the location of the “R-5” District boundary and example of the legend changes.

The “yellow” cross-hatching within the legend block is very difficult to see on the white background – can the line weight be slightly changed or darkened to improve appearance? The “yellow” line weight is good on the aerial overlay.



Comprehensive Plan

Central Business District Vicinity

Existing Land Use

Map 7



Legend

-  Central Business District Zoning Boundary
-  Residential - Single Family
-  Residential - Multi-Family
-  Institutional
-  Open Space - Public / Semi-Public
-  Commercial / Retail / Office
-  Mixed Use - Residential & Commercial / Retail / Office
-  Roadways / Railroad Track Areas

Not OK.
R 4/20/11
No changes

2.1.2011 (Draft)

