Village of
WINNETKA, IL

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
contactus@villageofwinnetka.org • villageofwinnetka.org

PLAN COMMISSION REGULAR VIRTUAL MEETING AGENDA

WEDNESDAY, DECEMBER 16, 2020 - 7:00 PM

In accordance with social distancing requirements and Governor Pritzker's Executive Order 2020-71 and Senate Bill 2135, the Winnetka Plan Commission meeting on Wednesday, December 16, 2020 **will be held virtually.** The meeting **will be livestreamed via the Zoom platform**. In accordance, with Public Act 101-0640, at least one representative from the Village will be present at Village Hall Council Chambers at 510 Green Bay Road, Winnetka, IL, and **the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location.** Pursuant to Executive Order 2020-71 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. **Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first-come, first-served" basis.**

The public has the following two options **for virtually observing and participating during this virtual Plan Commission meeting, including the ability to provide testimony or comments.** Persons wishing to participate are strongly encouraged (but not required) to complete the Sign-In form found at www.villageofwinnetka.org/meetingsignin.

1) **Telephone (audio only)**. Call: 312-626-6799; when prompted enter the Webinar ID: 962 3600 5760 (Please note there is no additional passcode or attendee ID required.)
2) **Livestream (both audio and video feed).** Download the Zoom meetings app to your smart phone, tablet, or computer, and then join Webinar ID: 962 3600 5760; Event Passcode: PC121620

If you wish **to provide testimony or comments prior to the meeting**, you may provide them one of three ways:

1) By sending **an email** to planning@winnetka.org;
2) By sending **a letter** to Community Development Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093; or
3) By leaving **a voice mail message** at the phone number 847-716-3524. All voicemail messages will be transcribed into a written format.

All comments received prior to the posting of the agenda packet will be included in the agenda packet. All comments received after the agenda packet has been posted and received by 6:00 PM the day of the meeting will be read at the meeting by staff. Such public comment is limited to 200 words or less and should identify both (1) the subject of the comment being offered (such as property address or case number of the agenda item) and (2) the full name of the individual providing the comments. In addition, you may wish to include your street address, phone number, and the name of the organization or agency you represent, if applicable.

General comments for matters not on the agenda will be read at the end of the meeting under Public Comment. Comments specific to a particular agenda item will be read during the discussion of that agenda item.

All emails received will be acknowledged either during or after the meeting, depending on when they are received.

Persons seeking additional information concerning any of the applications, accessing the virtual meetings, or requesting alternative means to provide testimony or public comment are directed to email inquiries to planning@winnetka.org or by calling 847-716-3525.

PLAN COMMISSION REGULAR VIRTUAL MEETING AGENDA
WEDNEDAY, DECEMBER 16, 2020 - 7:00 PM

AGENDA ITEMS

1. Call to Order & Roll Call.

2. Introductory Remarks Regarding Conduct of Virtual Meeting.

3. Approval of October 28, 2020 meeting minutes.

4. **Case No. 20-34-SU: 930 Green Bay Road – KMK Luxury Consignment**. An application for Special Use Permit approval submitted by Encore Outfitters, Inc. d/b/a KMK Luxury Consignment , as the lessee of the property located at 930 Green Bay Road to allow a consignment shop on the Subject Property.

5. **Case No. 20-35-SU: 839-841 Elm Street – Berkshire Hathaway Home Services**. An application for Special Use Permit approval submitted by Stephens Family Limited Partnership on behalf of Berkshire Hathaway Home Services, as the prospective lessee of the property located at 839-841 Elm Street to allow a real estate office on the Subject Property. The property is currently owned by the Stephens Family Limited Partnership, 708 Church Street #211, Evanston, IL.

6. **Case No. 20-36-SD: 203, 205, 209 and 225 Sheridan Road Subdivision:** An application for Final Plat approval submitted by Peter Lee, as Trustee of the Walton 2019 Revocable Trust, the owner of the property located at 203 Sheridan Road, and Trustee of the Orchard 2020 Revocable Trust, the owner of the properties located at 205 Sheridan Road and 209 Sheridan Road (a vacant lot), and the Winnetka Park District, as the owner of the property located at 225 Sheridan Road (Centennial Park), (collectively the "Subject Property"), to the allow the resubdivision of the Subject Property into a two-lot subdivision.

7. Other Business.
    a. Community Development Report
    b. January 27, 2020 Meeting - Quorum check

8. Public Comment.

9. Adjournment

Note: Public comment is permitted on all agenda items.

NOTICE

All agenda materials are available at www.villageofwinnetka.org/agendacenter .

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities contact the Village ADA Coordinator at 510 Green Bay Road, Winnetka, Illinois 60093, (Telephone (847) 716-3543; T.D.D. (847) 501-6041).

WINNETKA PLAN COMMISSION
MEETING MINUTES
OCTOBER 28, 2020

Members Present:	Tina Dalman, Chairperson
	Mamie Case
	Layla Danley
	Chris Foley
	John Golan
	Louise Holland
	Jay Vanderlaan
Non-voting Members Present:	Matthew Bradley
Members Absent:	Bridget Orsic
	John Swierk
Village Staff:	David Schoon, Director of Community Development
	Brian Norkus, Assistant Director of Community Development
	Ann Klaassen, Senior Planner

Introductory Remarks Regarding Conduct of Virtual Meeting.
Chairperson Dalman read the Oral Declaration into the record.

Call to Order & Roll Call:
The meeting was called to order by Chairperson Dalman at 7:05 p.m. Ms. Klaassen took roll call of the Commission Members present and noted Mr. Swierk and Ms. Orsic are absent.

Approval of September 23, 2020 meeting minutes:
Chairperson Dalman asked for a motion to approve the September 23, 2020 meeting minutes. A motion was made by Ms. Danley and seconded by Mr. Golan to approve the September 23, 2020 meeting minutes. A vote was taken in the motion unanimously passed.
AYES: Bradley, Case, Dalman, Danley, Foley, Golan, Holland, Vanderlaan
NAYS: None

Continued from the September 23, 2020 meeting – Case No. 20-07-SD: 1415 and 1423 Asbury Avenue amended application: An amended application submitted by Judy Lesnick seeking approval of a Final Plat of Subdivision to allow a two-lot resubdivision of 1415 Asbury Avenue and 1423 Asbury Avenue and a finding of "No Material Increased Adverse Impact" for the existing improvements on Proposed Lot 2 (1415 Asbury Avenue) which (1) exceeds the maximum permitted building size (GFA), (2) exceeds the maximum permitted front yard lot coverage and (3) observes a nonconforming front yard setback. The Final Plat of Subdivision has been amended to eliminate the previous requested variation to observe less than the minimum required side yard setback from the east property line. The Village Council has final jurisdiction on this request.
Chairperson Dalman noted the applicant is moving to the final plan subdivision stage.

Ms. Klaassen stated the applicant is proposing to relocate the lot line that currently divides the two

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properties. She stated the plan also includes construction of a detached garage noting the ZBA recommended approval of the variation for the garage at their last meeting. Ms. Klaassen stated the Commission is charged with making recommendations to the Village Council for the existing improvements at 1415 Asbury.

Ms. Klaassen described the location of the subject property, its zoning classification, size and improvements. She went on to describe the acquisition of the properties and plans to demolish the home at 1423 Asbury and to relocate the lot line dividing the two parcels. Ms. Klaassen stated an application to demolish the property at 1423 Asbury was submitted and is to be reviewed by the LPC at its next meeting on November 2nd. She then referred to a table outlining the proposed subdivision relating to its compliance with minimum lot area, width and depth.

Ms. Klaassen identified the applicant's previous request for a two car garage and stated after hearing the concerns raised, they revised their application to a one car garage which received a recommendation of approval from the ZBA. She then described the amounts of existing and proposed GFA. Ms. Klaassen noted when the residence was constructed, it complied with GFA requirements noting the basement area is now counted toward GFA. She added the residence is nonconforming in connection with the front yard setback requirement.

Ms. Klaassen noted no additional public comment was received other than that included in the agenda packet. She stated following comment and Commission discussion, a Commission Member may make a motion to recommend approval of the final plat with a finding no increase adverse impact for the existing improvements or make a recommendation to deny the request. Ms. Klaassen stated a draft motion is included on page 11 of the agenda packet and asked if there were any questions.

Chairperson Dalman stated with regard to public comment and drainage issues, they seem to be related to the garage construction at 1423 Asbury and asked if there was any other information available. Ms. Klaassen noted a permit was issued for them to construct the garage in April 2005 and they are asking for its removal with the subdivision. She also stated the new garage would have to comply with drainage and storm requirements.

Ms. Holland asked in connection with the demolition permit to come before the LPC if there are plans to rebuild a home on 1423 Asbury. Ms. Klaassen responded it is the applicant’s intention to construct a new home there but she cannot speak to when it would happen, she also noted a building permit has not been submitted for the new home. Chairperson Dalman asked if they would have been able to build the accessory structure on the property without the subdivision. Ms. Klaassen stated additional zoning relief would be needed due to the existing nonconforming GFA. She referred to the new proposed access to the existing garage and part of the issue related to the applicant’s ability to access it. Chairperson Dalman then asked if the garage is needed for a home occupation use such as for a business. Ms. Klaassen responded not that she is aware of and noted the existing attached garage is undersized. She stated the goal is to provide the capacity to park two vehicles in a garage.

Chairperson Dalman asked if there were any other questions. No additional questions were raised at this time. Chairperson Dalman then asked for the applicants’ presentation. She swore in Cal Bernstein, David Dote and Jim Chambers who are presenting the request on behalf of the applicant.

Cal Bernstein stated they have been working on the application for several months after the original application was filed earlier this year. He stated the existing garage is substandard and only operates as

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a one car garage. Mr. Bernstein stated the applicant purchased the neighboring property in order to improve the garage access and to have a functioning two car garage which is what drove the request. He stated the ZBA unanimously recommended approval to the Village Council. Mr. Bernstein stated with regard to the standards, the GFA and front yard setback would be reduced and there would be no material increased adverse impact. He also referred to the neighbor's letter in support of the application and stated plans for the 1423 Asbury parcel are ready for submission. Mr. Bernstein added there would be less bulk in the rear of both properties by not having the garages in the rear. He reiterated they are reducing the nonconformity which is an unintended result of improving the two car garage.

Chairperson Dalman asked if there were any questions. Mr. Golan referred to Lot 1 and questioned the plans for the lot. Mr. Bernstein responded the demolition permit has been submitted to the LPC and they have plans to build a new spec home on that lot. Chairperson Dalman asked Mr. Bernstein why they aren't providing plans for the new home now. Mr. Bernstein stated the plans for 1423 Asbury were preliminary in nature and would be compliant with existing zoning. Jim Chambers confirmed the new home would conform to the zoning ordinance and described the home's style which would have an attached garage in the rear of the home.

Chairperson Dalman asked if there were any other questions from the Commission or the audience. Ms. Klaassen confirmed there were no additional public comments to be read into the record or anyone in attendance at Village Hall. Mr. Norkus informed the Commission a member of the public is in the que and asked Keith for his comment. No comments were made at this time. Mr. Bernstein confirmed Keith is one of his clients.

Chairperson Dalman stated the Commission would now move into deliberation. Ms. Holland stated when the LPC grants the demolition permit for 1423 Asbury, she asked for a stipulation to exist that a home be built on the new lot. She stated the LPC cannot make that suggestion. Mr. Vanderlaan asked if the Commission can make that stipulation. Chairperson Dalman asked the Village staff for their thoughts on such a condition. Mr. Schoon stated it would need to be tied into the subdivision issue. He noted the lot would meet the subdivision requirements and the only relief they would be giving would relate to the existing improvements and their nonconformity. Mr. Schoon also stated the Commission would only determine that there is no material increase in adverse impact, and it would only be a recommendation by the Commission to place such a condition noting Village Council is making the final decision.

Ms. Case stated she would not like to put a condition on the approval which would set a bad precedent. She stated homes are torn down for the green space and while she understood Ms. Holland's point, to put a condition would create a slippery slope and there has been no precedent for that. Chairperson Dalman asked Ms. Holland if her concern related to the 1415 Asbury owner purchasing the lot and making their home larger which would require a lot consolidation. Ms. Holland agreed lot consolidation would be a concern. She then referred to a case on Hawthorn with the difference being the homes on that block all had similar square footage. Chairperson Dalman stated that would not be within the scope of what the Commission is to decide and if the 1415 Asbury owner asked for an expansion, they would have to ask for a plat of consolidation.

Mr. Bradley informed the Commission during the ZBA discussions, the applicant would be making a conforming lot and to put a condition on what they are able to do with the conforming lot is well beyond the scope of what the Commission is charged to do. He stated the request was driven by the need to rectify the garage situation and would cure the defect at 1423 Asbury. Mr. Bradley then stated they can sell the lot or build something years later and referred to the decrease in GFA and the change

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to the zoning ordinance affecting permitted GFA as well as the cure of an eyesore for the neighborhood. He then referred to the ZBA describing the request as completely appropriate.

Mr. Foley agreed with the comments made and stated the reduction in the nonconformity of the two properties would be for the greater good. He also thanked the homeowners in making changes in response to their comments. Mr. Foley stated he would be disinclined to put conditions on approval. Mr. Golan described the request as straightforward which would be a win-win resulting in a more conforming lot and a more architecturally significant home than was there before. He stated he is in favor of the request. Ms. Danley agreed the request is straightforward and stated that the applicant listened to the concerns raised. She stated they would be making the request more conforming and saw no reason to not approve the request. Mr. Vanderlaan agreed with the comments made and stated he would not agree with an additional stipulation.

Chairperson Dalman referred to page 11 of the agenda packet and draft recommendation for approval. She confirmed the approval recommendation is that the Commission found no material increased adverse impact upon the public health, safety, comfort, morals and welfare in accordance with the Village subdivision code requirements and then asked for a motion.

Mr. Foley moved to adopt the recommended language on page 11 that the Commission finds the Lesnik Resubdivision Plat relocating the lot line dividing 1415 Asbury and 1423 Asbury meets the subdivision code standards for approving such final plat and a finding of no material increased adverse impact upon the public health, safety or welfare with respect to the existing zoning nonconformities identified on page 11 for the existing improvements on the 1415 Asbury parcel and they recommend that the proposed Lesnik Subdivision with requested variations be approved. Mr. Golan seconded the motion. A vote was taken and the motion unanimously passed:

AYES: Case, Dalman, Danley, Foley, Golan, Holland, Vanderlaan
NAYS: None
NON-VOTING: Bradley

Other Business:

a. Community Development Report

Mr. Schoon stated the Village Council approved the special use for Rebel House, the interior design firm in Hubbard Woods. He also stated the Planned Development Commission held their second public hearing on The Walden condominium project on Green Bay Road. Mr. Schoon stated after hearing comments, they recommended denial by a vote of 6 to 2 with the major issue being the size of the building and impact to the property owners to the immediate north and west. He stated the applicant needs to determine whether he wants to move forward to the Village Council and they should know soon as to how he plans to proceed. He asked if there were any questions. No questions were raised at this time.

b. November 18, 2020 Meeting – Quorum Check

Mr. Schoon noted there are no other items on the agenda for that meeting and they can plan to cancel that meeting.

Public Comment

Mr. Schoon confirmed there is no one in the room to speak. Ms. Holland stated on behalf of the LPC, she referred to an issue which has concerned them for 1.5 years and they have seen revered homes being demolished and identified them for the Commission. She stated the LPC would be going to the Village

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Council in connection with suggestions to beef up the ordinance. Ms. Holland explained that the homes are coming down for many reasons. Chairperson Dalman stated it may be part of the Commission's exercise with regard to a way to maintain these older homes and housing stock as well as how the code may incentivize saving them. Ms. Holland stated they have a matrix of information regarding what surrounding villages do and what their ordinances dictate in the hopes of having the Village Council look at the Village's ordinance. Mr. Bradley asked Ms. Holland how the LPC calculated whether the home should be saved and whether it related to its façade or its interior. Ms. Holland referred to the façade as being one aspect and identified the 1175 Whitebridge Hill home as a home where the façade was kept. She stated they also consider the history, the previous owners and the HAIS. Chairperson Dalman then applauded the LPC for their efforts.

Chairperson Dalman asked if there were any other comments. No additional comments were made at this time.

Adjournment:

Chairperson Dalman asked for a motion to adjourn. A motion was made by Mr. Bradley and seconded by Ms. Case. A vote was taken and the motion unanimously passed:

AYES: Bradley, Case, Dalman, Danley, Foley, Golan, Holland, Vanderlaan
NAYS: None

The meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Antionette Johnson
Recording Secretary

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MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION

FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: DECEMBER 10, 2020

SUBJECT: CASE NO. 20-34-SU: 930 GREEN BAY ROAD – KMK LUXURY CONSIGNMENT SPECIAL USE PERMIT

INTRODUCTION

On December 16, 2020, the Plan Commission is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, and Governor Pritzker's Executive Orders and Senate Bill 2135, to consider an application submitted by Encore Outfitters, Inc. d/b/a KMK Luxury Consignment (the "Applicant"), as the lessee of the property located at 930 Green Bay Road, Winnetka, IL (the "Subject Property"). The property is owned by Connor Max LLC – 928-930 Green Bay Road, 18400 Maple Creek, Suite 500, Tinley Park, IL. The Applicant has filed an application seeking a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance **to permit a consignment shop** on the ground floor in the C-2 Commercial Overlay District at the Subject Property. (See Attachment A for Application Materials.)

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of two commercial spaces located in the one-story commercial building at 928-930 Green Bay Road, located on the west side of Green Bay Road between Tower Road and Gage Street. The space at 930 Green Bay Road was most recently occupied by *Robert Bryan Home* until August 2019. The other tenant in the building is *Alexandra Kaehler Design*, immediately south of the Subject Property. In 2018, *Alexandra Kaehler Design* received approval of a Special Use Permit to operate an interior design office. Figures 1 and 2 on the following page identify the Subject Property.

The Subject Property is located within the Village's **Commercial Overlay District,** which allows the following land use category "resale shop, secondhand store, consignment or rummage shop". However, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.

Figure 1 – 928-930 Green Bay Road

Figure 2 – Subject Property and Neighboring Businesses
(Spirit Elephant, Alexandra Kaehler Design, former *Jos. A. Bank*)

On June 24, 2020, the Plan Commission reviewed a special use application for a real estate office, Engel & Volkers, to locate at the Subject Property. By a vote of 7-1, the Plan Commission recommended denial of the request. Subsequently, that applicant withdrew its application prior to the Village Council consideration of the special use request.

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being

> *"to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district."*

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries or to modify the types of uses which are permitted within each district. The most recent amendments occurred when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. The amendments went into effect on July 4, 2019.

HUBBARD WOODS BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Hubbard Woods Business District is included below as Figure 3. The Subject Property is highlighted yellow.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

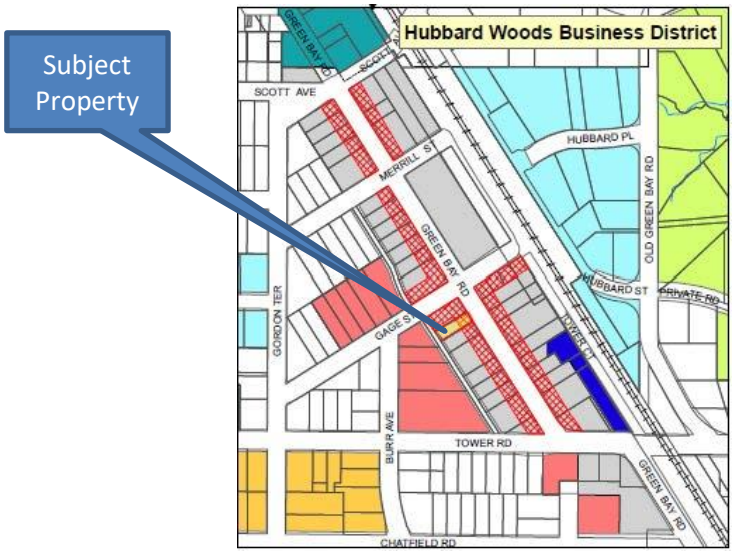

Figure 3 – Hubbard Woods Business Districts

DESCRIPTION OF REQUEST

The Applicant is proposing to permanently operate KMK Luxury Consignment in the approximately 2,100 square foot space at 930 Green Bay Road. The Applicant is currently operating out of the space, by what the Village allows as a "pop-up" shop, which allows a temporary use to occupy a space for up to 90-days. The Applicant is relocating from its previous space at 561 ½ Lincoln Avenue. In July 2014, the Applicant had received special use permit approval to operate a consignment shop in that location. (See Attachment B – Ordinance No. M-7-2014).

The applicant describes the business as a "high-end boutique" that is a retail consignment business. The intended layout of the space is illustrated in an excerpt of the proposed first floor plan in Figure 4. The typical hours of operation for the store would be Tuesday through Saturday from 10 AM to 5 PM; however, during the pandemic, the hours have been reduced to Wednesday through Saturday from 10 AM to 5 PM. The staff works one additional day taking pictures and posting on their on-line store, but they are not open to the public during that time. The business would have a maximum of three people working on any given day, and they would park in the parking lot behind the store. Given the proposed use functions similar to a typical retail shop, the Applicant was not required to submit a parking study.

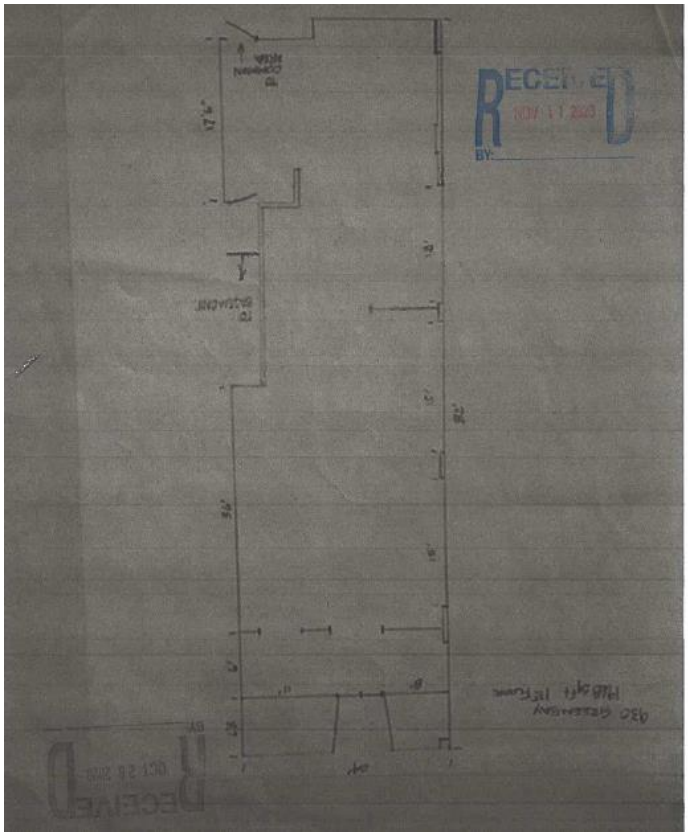

Figure 4 – Excerpt of Proposed First Floor Plan

DESIGN REVIEW BOARD REVIEW

Any changes to the exterior of the store space or the addition of permanent signs or awnings to the store front will require approval of a certificate of appropriateness by the Design Review Board. The Applicant has yet to submit such applications.

STANDARDS FOR REVIEW / FINDINGS

The "Purpose" section of Chapter 17.56, Special Uses, states the following regarding special uses:

> *It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.*

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

> The Plan Commission recommends **approval [denial]** of the requested special use to allow a consignment shop at 930 Green Bay Road within the C-2 Commercial Overlay District, based on the following findings of fact:
>
> "The proposed consignment shop **is [is not]** consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

The Commission's recommendation is subject to **no conditions [the following conditions]**:

1. [Insert conditions…]

As noted above, the Commission may also wish to consider if there are conditions it may want to place on the facility's operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials
Attachment B: Ordinance M-7-2014: An Ordinance Granting A Special Use Permit for a Consignment Store within the C-2 Overlay District (561 ½ Lincoln Avenue)

ATTACHMENT A

SV2020-1172

Village of Winnetka
SPECIAL USE PERMIT – C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. _____

Property Information

Site Address: 930 GREEN BAY ROAD

Proposed type of occupancy: RETAIL CONSIGNMENT

Applicant Information

Name: KAREN KIKOS

Address: [redacted]

City, State, ZIP: WILMETTE

Applicant Signature: [redacted]

Primary Contact: [redacted]

Phone No. [redacted]

Email: [redacted]

Date: 11/11/20

Attorney Information

Name: _____

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Architect Information

Name: _____

Primary Contact: _____

Address: _____

City, State, Zip: _____

Phone No. _____

Email: _____

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 930 GREEN BAY and have provided the attached proof of ownership.
(address)

I consent to the filing of an application for a Special Use Permit by 930 Consignment Ltd.
(Applicant name)

Property Owner Signature: [redacted]

Date: 11-10-2020

Printed Name: Max Talebi Taleb

RECEIVED
NOV 11 2020
BY: _____

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VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT STANDARDS
C-2 COMMERCIAL OVERLAY

An application to establish a Special Use listed in Section 17.46.010 [Table of Uses] to be located on the ground floor in the C-2 Commercial Overlay District must establish in detail how the proposed occupancy and its operation will be in compliance with the following standards:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;

2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;

3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided;

6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;

7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;

9. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;

10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;

11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation; and

12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.

RECEIVED
NOV 11 2020
BY:

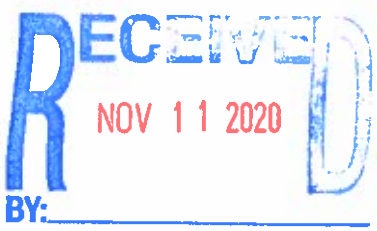
November 11, 2020

Special Use Permit Application for KMK Luxury Consignment
930 Green Bay Road
Winnetka, Il 60093

KMK Luxury Consignment has been successfully operating in the East Elm shopping district since August 2014 as a high-end retail consignment boutique selling apparel for women, men and children. A prior special use permit was obtained for her 561.5 Lincoln Ave location in July 2014. As our popularity grew, the necessity for a larger space became aparent and we relocated to 930 Green Bay Road in Hubbard Woods. With our expanded space, we will continue to intake and sell high-end apparel as well as home decor. As a valued and respected retail business operation, we will uphold the same tradition in our new location as outlined by the attached 12 standards for granting a special use permit.

Karen M. Kikos
Founder & President
KMK Luxury Consignment
930 Green Bay Road
Winnetka, IL 60093
[redacted]

1) KMK Luxury Consignment is a retail consignment business which has operated at 561.5 Lincoln Ave in Winnetka for the past 6 years 4 months and desired a larger space. It will continue to operate in the same manner as a retail store which will in no way endanger the public health, safety, comfort, morals or general welfare of the community.
2) KMK will not negatively affect the vicinity or community and will in fact continue to serve (as consignors & customers) the communities needs. KMK Is a high-end boutique with a most discriminating eye for what is selected to be carried in our boutique.
3) KMK will in no way impede the improvements as set forth by the district.
4) Again, KMK is an established Winnetka business which has not negitevely affected the ingress or egress congestion, and will continue to operate in the same manner in its new location.
5) Adequate parking and facilities existis in the new Hubbard Woods location and will not be affected by KMK's operation.
6) All applicable regulations, ordinances and codes will continue to be followed.
7) As a retail operation, we will continue to operate as such and bring a much needed influx of people interested in shopping back to the community.
8) KMK was well respected and appreciated by the former East Elm business community and its patrons and will blend in nicely with the Hubbard Woods community.
9) All aspects of the business facade will continue to exemplify the high level of regard for its attractive window displays and lighting as demonstrated over the past 6+ years.
10) The special use permit will be for retail sales only, not multi-use.
11) Again, the special use request is for retail space, not multi-use and shall conform to customary hours of operation.
12) In no way will the presence of KMK in Hubbard Woods diminish available parking for other retail shoppers and will only further attract and encourage village wide retail shopping.



David Schoon

From: Karen Kikos <karen@kmklux.com>
Sent: Monday, November 30, 2020 9:29 AM
To: David Schoon
Subject: Re: KMK Consignment Special Use Permit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,
Thank you for following up as I hadn't read your email until today. The answer to your questions are as follows:
1) you are correct that the legal name is Encore Outfitters Inc DBA KMK Luxury Consignment.
2) Hours of operation. During covid, we reduced our hours to Wednesday- Saturday 10-5 pm. Once covid is resolved, we will resume the hours of Tuesday-Saturday 10-5. My staff and I work one additional day taking pictures and posting on our online store, but we are closed to the public.
3) We would have a maximum of 3 people working on any given day and we would all park in the provided parking lot behind my store.
Should you have any further questions, please contact me.
Karen Kikos
President
KMK Luxury Consignment
930 Green Bay Road
224-255-6055 (w)
[redacted]

Sent from my iPhone

On Nov 30, 2020, at 9:17 AM, David Schoon <DSchoon@winnetka.org> wrote:

David Schoon, Director
Village of Winnetka Community Development
847-716-3526

From: David Schoon
Sent: Thursday, November 19, 2020 9:53 AM
To: Karen@kmklux.com
Cc: Ann Klaassen (AKlaassen@winnetka.org) <AKlaassen@winnetka.org>
Subject: KMK Consignment Special Use Permit

Good Morning Karen –

I will be processing your special use application through the Village's special use process.

I have reviewed the materials submitted and have a few questions that the Plan Commission generally asks of applicants.

- I want to confirm that the legal name for the business is Encore Outfitters, Inc. and that you do business as KMK Luxury Consignment.
- Please provide what days and hours you would be open to the public.
- Also, please provide the maximum number of employees you would anticipate being on site at one time, where they would park. The Village expects employees to secure employee parking passes and to park in designated employee parking areas, such areas are designated as **Zone A** or **Zone A &C** on this parking map of the Hubbard Woods Business District.
- I would also note that any changes to the exterior façade and any proposed permanent signage or awnings will require review and approval by the Design Review Board. Materials for those applications can be found on this web page. That application can be processed separately from the special use permit application.

I would appreciate your response by **next Tuesday, November 24**.

If you have any questions, please let me know.

David Schoon, Director
Village of Winnetka – Community Development
dschoon@winnetka.org
847-716-3526
www.villageofwinnetka.org

CHICAGO OFFICE
1 S. WACKER DRIVE
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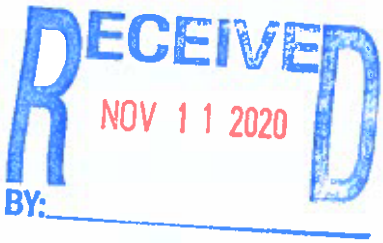
SUITE 3140
CHICAGO, ILLINOIS 60606
PHONE: 312 877 5502
FAX: 312-443-1286
*Admitted in Florida, Colorado
NEAL M. GOLDBERG – OF COUNSEL

Arnold S. Newman*
ATTORNEY AT LAW
anewman@anewman.legal

SUBURBAN OFFICE
18400 MAPLE CREEK DRIVE
SUITE 500
TINLEY PARK, ILLINOIS 60477
PHONE: 708-444-4333
FAX: 708 444 4322

October 26th, 2020

Ms. Ann Klaassen
Village of Winnetka
510 Greenbay Road, First Floor
Winnetka, IL 60093



RE: 930 Green Bay Road, Winnetka, IL

Dear Ms. Klaassen:

The undersigned represents Connor Max L.L.C.-928-930 Green Bay Road, the Owner of the above-subject property.

Our prospective Tenant Encore Outfitters, NC. d/b/a KMK Luxury Consigners is in the process of filing a special use permit for the subject property. Enclosed is a copy of the Owner's Deed.

The Owner encourages and has no objection to and consents to the filing of the special use permit.

If any additional information is required from the Owner, please advise.

Very truly yours,

[redacted]

Arnold S. Newman

ASN:tw

CC: Connor Max L.L.C.-928-930 Green Bay Road

WARRANTY DEED
GENERAL

16ST04551CB
1/3

Doc#: 1625142027 Fee: $40.00
RHSP Fee:$9.00 RPRF Fee: $1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/07/2016 09:44 AM Pg: 1 of 2

RECEIVED
NOV 11 2020
BY:

THE GRANTOR(S), Peshtigo Properties, LLC, of the Village of Glencoe, County of Cook , State of Illinois, for and in consideration of Ten Dollars ($10.00) in hand paid, convey(s) and warrant(s) to Connor Max LLC-928-930 Green Bay Road, (Grantee's Address) of the County of Cook , the following described real estate situated in the County of Cook in the State of Illinois, to wit:
LOT 2 IN HARRIS BANK WINNETKA SUBDIVISION, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17,TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBJECT TO: (a) covenants, condition and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) general taxes for the year 2016 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2015 to closing.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 05-17-122-017-0000
Address of Real Estate: 928-930 Green Bay Road, Winnetka, IL 60093

Dated this day of August , 2016

[redacted]

Catherine C Dellin, member for Peshtigo Properties, LLC

[redacted]

Catherine P Hurtgen, managing member for Peshtigo Properties, LLC

REAL ESTATE TRANSFER TAX 25-Aug-2016
COUNTY: 473.25
ILLINOIS: 946.50
TOTAL: 1,419.75
05-17-122-017-0000 | 20160801647D10 | 0-597-568-320

S Y
P a
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SC
INT

BOX 333-CTI

STATE OF ILLINOIS, COUNTY OF Cook ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Catherine C Dellin and Catherine P Huntgen personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 25th day of August, 2016

[redacted] (Notary Public)

OFFICIAL SEAL
VALERIE E TRABARIS
Notary Public - State of Illinois
My Commission Expires Nov 27, 2018

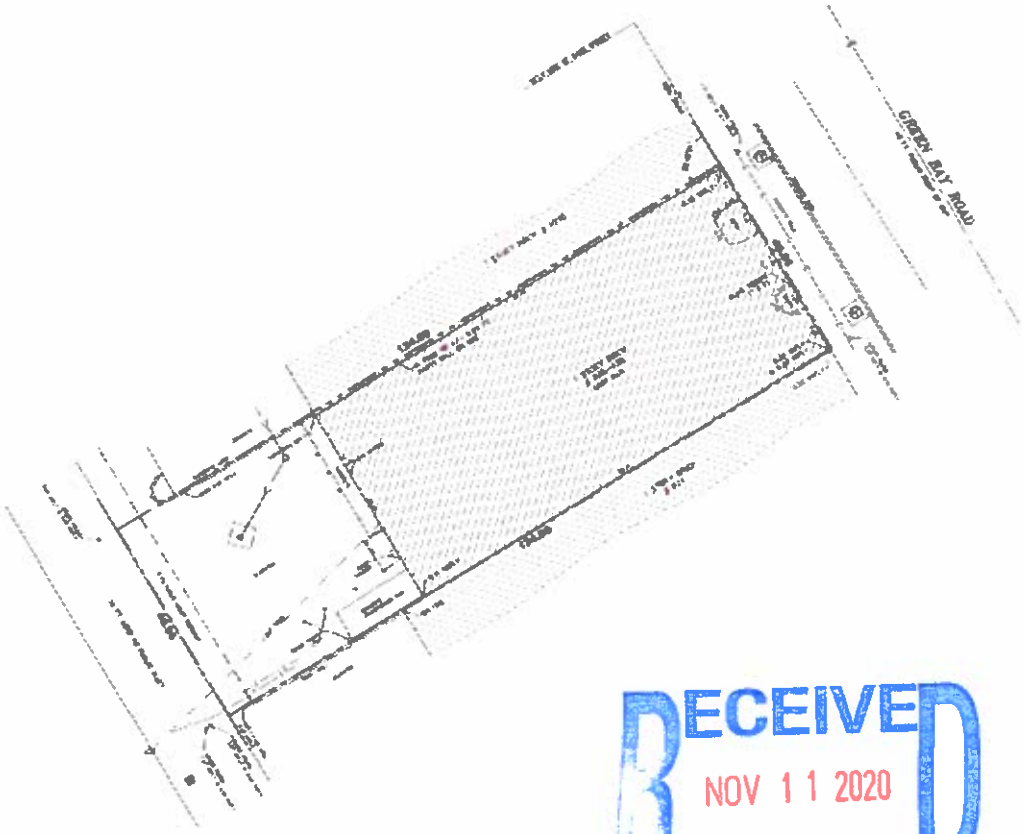
RECEIVED
NOV 11 2020
BY:

Prepared By:
Valerie Trabaris
[redacted]
Glencoe, IL 60022

Mail To:
Arnold S. Newman
18400 Maple Creek Drive, Suite 500
Tinley Park, IL 60477

Name and Address of Taxpayer/Address of Property:

ALTA/NSPS LAND TITLE SURVEY



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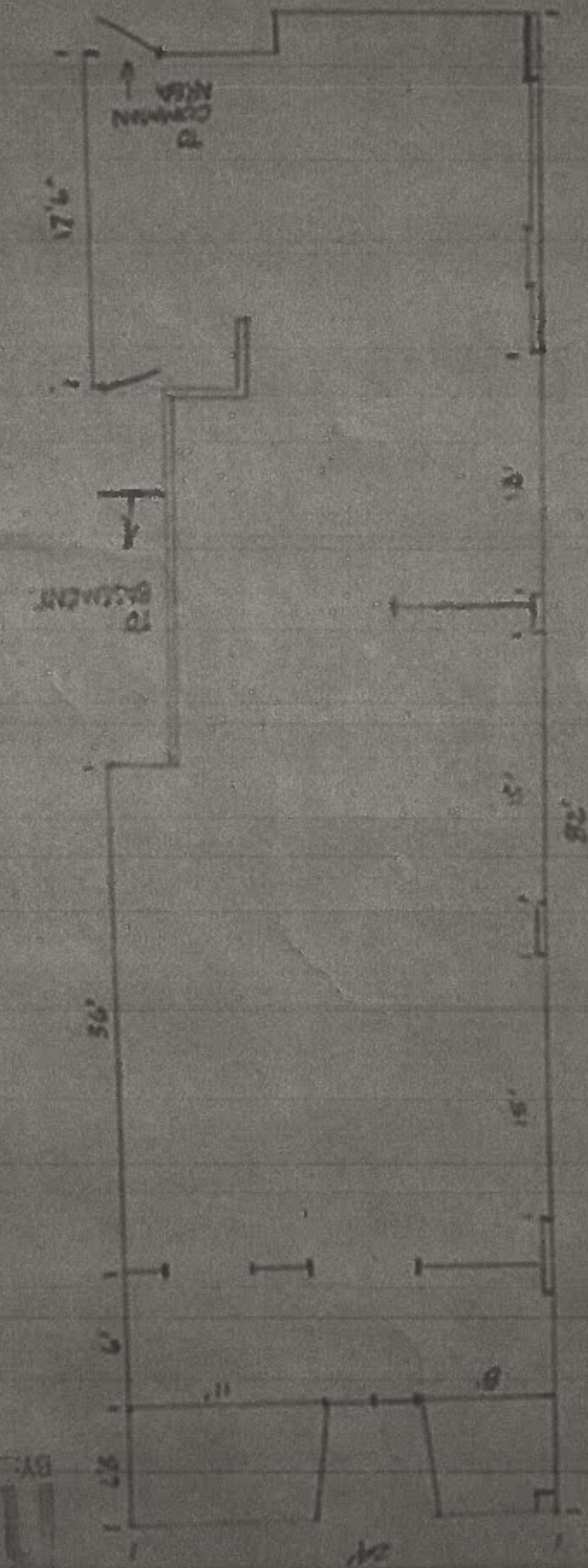
NOV 11 2020

McTIGUE & ASSOCIATES, LTD



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BY:

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OCT 26 2020
BY:

ATTACHMENT B

ORDINANCE NO. M-7-2014

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A CONSIGNMENT STORE WITHIN THE C-2 OVERLAY DISTRICT (561 ½ Lincoln Avenue)

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

WHEREAS, the Council of the Village of Winnetka ("Village Council") find that establishing standards for the use and development of lands and buildings within the Village and establishing and applying criteria for variations from those standards are matters pertaining to the affairs of the Village; and

WHEREAS, the property commonly known as 561 ½ Lincoln Avenue in the Village of Winnetka ("Subject Property") is legally described as follows:

Lots 1 and 2 (except therefrom the East 72 Feet of Lot 1 and also except therefrom the East 67 Feet of Lot 2, also except therefrom that part of Lot 2 aforesaid described as follows: Beginning at a point on the South line of Lot 2 aforesaid, 67 Feet West of the East line of said Lot; Thence North 30 Feet; Thence West 5 Feet; Thence South 30 Feet to the South line of said Lot; Thence East along the South line of said Lot, 5 Feet to the point of beginning), in McGuire and Orr's Arbor Vitae Road Subdivision of Block 4 and that part of Block 5 lying East of the East line of Lincoln Avenue in Winnetka in Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the Subject Property is located in the East Elm Business District, on the east side of Lincoln Avenue north of Elm Street, in the C-2 Retail Overlay Zoning District provided for in Chapter 17.44 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code; and

WHEREAS, the Subject Property is improved with a two-story mixed-use building measuring approximately 31,900 square feet, with approximately 200 feet of frontage on Lincoln Avenue and 78 feet on Elm Street, and nine commercial tenant spaces, eight office tenant spaces and eight residential apartments; and

WHEREAS, the owner of the Subject Property, Winnetka III, LLC, ("Owner") has entered into an agreement with Encore Outfitters, d/b/a KMK Luxury Consignment ("Applicant"), whereby the Owner will lease that portion of the Subject Property with a common address of 561 1/2 Lincoln Avenue in the Village of Winnetka ("Lease Premises") to Applicant for use as a clothing consignment shop; and

WHEREAS, the Lease Premises, which has been vacant since the Spring of 2014, measures 920 square feet and was formerly occupied by a retail accessories store named Flee Handbags; and

WHEREAS, the Lease Premises is located on the ground floor and within 50 feet of the front property line of the Subject Property; and

WHEREAS, pursuant to Sections 17.44.020(B) and 17.46.010(I) of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, resale shops, secondhand hand stores, or rummage shops are permitted only as special uses in the C-2 Overlay Zoning District when they are located within 50 feet of a public street; and

WHEREAS, pursuant to its agreement with the Owner, Applicant filed an application on May 7, 2014,seeking a Special Use Permit to allow Applicant to locate its consignment store in the Lease Premises; and

WHEREAS, on June 9, 2014, on due notice thereof, the Zoning Board of Appeals held a public hearing to consider the special use permit; and

WHEREAS, on June 25, 2014, on due notice thereof, the Plan Commission convened to consider the requested special use; and

WHEREAS, Applicant proposes to offer for sale women's men's and children's luxury apparel; and

WHEREAS, Applicant's proposed business hours are Monday through Friday from 10:00 a.m. to 6:00 p.m., and Saturday from 10:00 a.m. to 5:00 p.m.; and

WHEREAS, the Applicant testified that she expects 25 to 50 shoppers a day; and

WHEREAS, the Applicant testified that she anticipates annual sales to reach or exceed $100,000 in the first year of operation; and

WHEREAS, the separate proceedings before the Zoning Board of Appeals and the Plan Commission both included questioning of the Applicant and property owner representative, by members of the Zoning Board of Appeals and the Plan Commission; and

WHEREAS, no owners of property located within 250 feet of the Subject Property have submitted written objections to the proposed special use, submitted any evidence or requested an opportunity to cross-examine witnesses at either the Zoning Board of Appeals hearing or the Plan Commission meeting; and

WHEREAS, the executive director of the Winnetka-Northfield Chamber of Commerce testified that she had spoken to other retailers on Lincoln Avenue, who were very supportive of the concept and idea of a consignment store; and

WHEREAS, after considering the evidence presented at the June 9, 2014, hearing, the four members of the Zoning Board of Appeals then present voted unanimously to recommend approval of the request; and

WHEREAS, after considering all materials presented at its meeting on June 25, 2014, the eight voting members of the Plan Commission then present found the proposed special use to be consistent with the Comprehensive Plan and unanimously voted to recommend that it be approved; and

WHEREAS, the proceedings of the Zoning Board of Appeals and Plan Commission conformed with all requirements of their procedural rules, the Winnetka Village Code and applicable statutes of the State of Illinois; and

WHEREAS, the proposed special use is subject to the standards and requirements set forth in Section 17.56.120 of Chapter 17.56 of the Winnetka Zoning Ordinance, as well as to the conditions and requirements set forth in Section 17.44.020(B)(2)(b) of Chapter 17.44 of the Winnetka Zoning Ordinance; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will neither endanger nor be detrimental to the public health, safety, comfort, morals or general welfare, in that: (i) resale shops, second hand stores or rummage shops are a permitted use pursuant to a special use permit, (ii) there are no other consignment stores in the immediate vicinity, and (iii) the establishment of a retail store in this location will result in the upgrading and occupancy of a space that has been vacant for several months; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will not substantially diminish or impair property values in the immediate vicinity, nor will the use and enjoyment of other property in the immediate vicinity be diminished, in that: (i) the establishment of the Applicant's consignment store will help to restore vibrancy to the neighborhood, and (ii) the impact on surrounding businesses will be minimal, as the proposed staffing levels are small, and the proposed consignment store will be compatible with the retail uses in the vicinity; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will not impede normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the C-2 Retail Overlay District, as: (i) a currently vacant retail space, will be occupied by another retail use which will bring employees and shoppers to the East Elm Business District, where they can take advantage of restaurant and retail opportunities in the vicinity; and

WHEREAS, the Subject Property is an existing building that has established patterns of ingress and egress and that is served by existing utilities, access roads, drainage and other facilities necessary for the operation of the proposed special use, and subject to the terms and conditions of this Ordinance, the proposed special use will not require any modifications or additions to such existing ingress and egress, utilities, access roads, drainage and other facilities; and

WHEREAS, subject to the terms and conditions of this Ordinance, there is adequate parking for the proposed special use, and the proposed special use will not significantly diminish the availability of parking in the East Elm Business District in that: (i) there is public parking on the adjacent street, and (ii) there is ample nearby public parking at the Lincoln Avenue Parking Lot; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use conforms to the applicable regulations of Village Ordinances, in that Applicant proposes to bring the Lease Premises into full Code compliance; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will encourage, facilitate and enhance the continuity, concentration and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature, in that, unlike the currently vacant Lease Premises, the proposed consignment store will generate foot traffic and the proposed hours of operation are consistent with the nature of the other businesses in the area; and

WHEREAS, subject to the terms and conditions of this Ordinance, the proposed special use will enhance the neighborhood and will not interrupt or negatively impact the concentration of existing and potential nearby retail uses of a comparison shopping nature in that: (i) the proposed special use will convert a vacant space into one that will bring employees and shoppers to the area; and

WHEREAS, because the proposed special use will not change the appearance of the immediate vicinity, it is consistent with the *Winnetka 2020* objective to "ensure that commercial, institutional, and residential development is appropriate to the character of and minimizes the adverse impact on its surrounding neighborhood;" and

WHEREAS, because of its minimal intensity and the pre-existing infrastructure, the proposed special use is consistent with the *Winnetka 2020* objectives to: (a) "limit commercial, institutional and residential development within the Village to minimize potentially adverse impacts on adjacent residential neighborhoods and to prevent the need for significant increases in infrastructure and other community resources," (b) "ensure that development proposals minimize the potential adverse impact they might have on residential neighborhoods, including the impact on pedestrian character, on-site parking, traffic patterns, congestion, open space, storm water management and Village infrastructure," (c) "ensure that new development does not decrease the public parking supply, particularly on-street parking that supports retail use," and (d) "maintain the essential quality, viability and attractiveness of Winnetka's business districts while encouraging new economic development consistent with the character of the Village and the individual business districts;" and

WHEREAS, the proposed special use is consistent with the *Winnetka 2020* goals to: (a) "provide for a wide range of office/service and retail commercial land uses and development within the existing business districts in the Corridor," and (b) "promote a strong community identity and opportunities to interact while building a healthy commercial tax base and provide a broad range of goods and services so that Winnetka residents can satisfy most of their ordinary shopping requirements in the Village and so that non-residents will come to the Village for specialty goods and services;" and

WHEREAS, based on all of the foregoing, and subject to the terms and conditions of this Ordinance, the proposed special use satisfies both the general standards for special uses set forth in Section 17.56.120 of the Winnetka Zoning Ordinance and the additional standards of Section 17.44.020 (B)(2)(b) that apply to requests for office uses within the C-2 Retail Overlay District.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Winnetka, as follows:

SECTION 1: The foregoing recitals are hereby incorporated as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: Pursuant to Section 17.56.120 and Section 17.44.020(B)(2) of the Winnetka Zoning Ordinance, a special use permit is hereby granted to the Subject Property, commonly known as 561 1/2 Lincoln Avenue, Winnetka, Illinois, and located in the C-2 General Retail Commercial Overlay Zoning District provided in Chapter 17.44 of the Winnetka Zoning Ordinance, Title 17 of the Winnetka

Village Code, to allow Encore Outfitters, d/b/a KMK Luxury Consignment, to use the Lease Premises of the Subject Property as a consignment store, subject to the terms and conditions hereinafter set forth.

SECTION 3: Pursuant to Section 17.56.070(C) of the Winnetka Zoning Ordinance, the special use permit granted by this Ordinance is subject to the following conditions:

A. The hours of business shall be limited as follows:

1. The business shall not open before 10:00 a.m. on Monday thru Saturday.

2. The business shall close by 6:00 p.m. on Monday thru Friday and 5:00 pm on Saturday.

B. All of the foregoing conditions and restrictions may be modified or revised from time to time by the Village Council, either at the request of KMK Luxury Consignment or upon initiation by the Village, subject to the special use procedures set out in Chapter 17.56 of the Zoning Ordinance, including public notice and hearing.

C. Violation of any stipulation, condition or restriction imposed in this Section 3 shall be deemed a violation of (a) the provisions and regulations of the Winnetka Zoning Ordinance, Title 17 of the Winnetka Village Code, and (b) of the special use granted by this Ordinance.

SECTION 4 : This Ordinance is passed by the Council of the Village of Winnetka in the exercise of its home rule powers pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

SECTION 5: This Ordinance shall take effect immediately upon its passage, approval and publication as provided by law.

PASSED this 15th day of July, 2014, pursuant to the following roll call vote:

AYES: Trustees Braun, Fessler, Kates, Krucks and Prodromos

NAYS: None

ABSENT: Trustee McCrary

APPROVED this 15th day of July, 2014.

Signed:

s/ E. Gene Greable

Village President

Countersigned:

s/ Robert M. Bahan

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this 15th day of July, 2014.

Introduced: Waived

Passed and Approved: July 15, 2014

MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION

FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: DECEMBER 10, 2020

SUBJECT: CASE NO. 20-35-SU: 839-841 ELM STREET
–BERKSHIRE HATHAWAY HOME SERVICES SPECIAL USE PERMIT

INTRODUCTION

On December 16, 2020, the Plan Commission is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, and Governor Pritzker's Executive Orders and Senate Bill 2135, to consider an application submitted by Stephens Family Limited Partnership on behalf of Berkshire Hathaway Home Services (the "Applicant"), as the prospective lessee of the property located at 839-841 Elm Street, Winnetka, IL (the "Subject Property"), **to allow a real estate office on the Subject Property**. The property is currently owned by the Stephens Family Limited Partnership, 708 Church Street #211, Evanston, IL. (See Attachment A for Application Materials.)

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a real estate office in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant would be relocating its current office at 538 Chestnut Street to the Subject Property.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is located in a one-story commercial building with two commercial spaces and is located on the north side of Elm Street between Chestnut Street and Birch Street. The approximately 2,600 square foot space at 839-841 Elm Street has been unoccupied January 2020; it was most recently occupied by *Ellen's on Elm,* which relocated to a space to the west on Elm Street. The other tenant in the building is *Athene*, which is located immediately east of the Subject Property.

The Subject Property is located within the Village's **Commercial Overlay District,** which allows non-retail uses such as offices and professional uses; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use. Real estate offices require approval of a Special Use Permit in order to locate in the Commercial Overlay District.

Figure 1 – 839-841 Elm Street

Figure 2 – Neighboring Businesses (Ellen's on Elm, Crystal Cleaners, Botanic Nail & Spa, Athene, & Noah's Ark)

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions. In fact, one of the early factors leading to the establishment of the Village's C-2 Retail Commercial Overlay District is understood to be the closure of the *Carson Pirie Scott* store at the northwest corner of Elm and Chestnut Street, and the subsequent occupancy of a portion of that space as a real estate office, which today is the current Berkshire Hathaway office.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

"to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district."

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019 when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. The amendments went into effect on July 4, 2019.

It should be noted, if the Applicant relocates from its current location at 538 Chestnut Street to the Subject Property, any use that would like to locate in the 538 Chestnut space would need to comply with current zoning regulations. **That means if another real estate office would like to locate in the 538 Chestnut space, it would need to go through the special use permit process and receive Village Council approval prior to locating in that space.**

ELM STREET BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business District is included below as Figure 3. The Subject Property is highlighted yellow.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

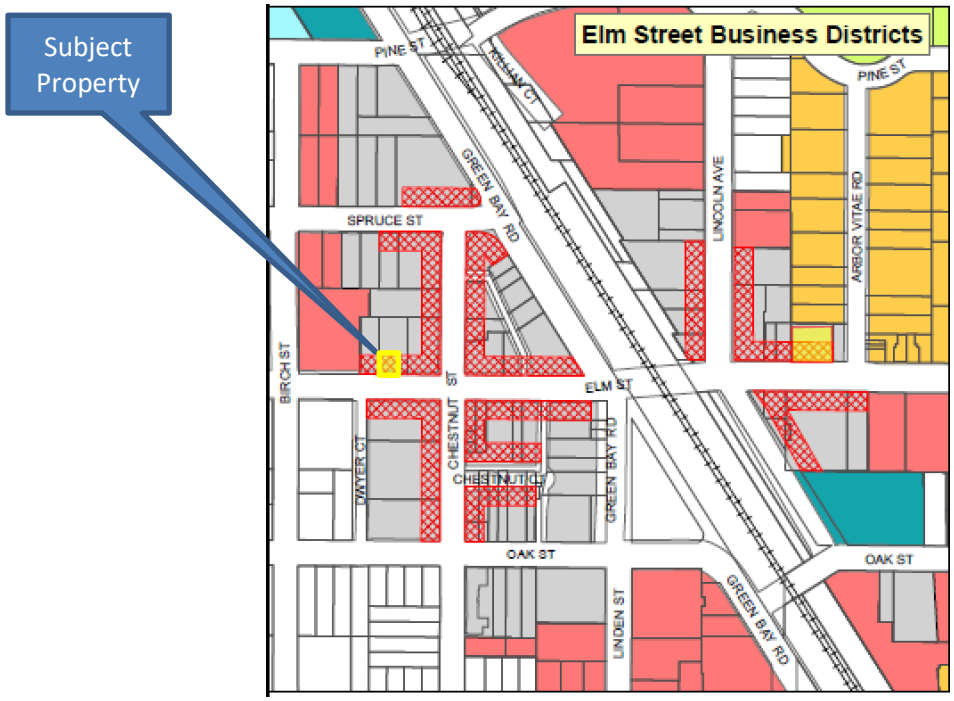


Figure 3 – Elm Street Business District

DESCRIPTION OF REQUEST

As previously stated, the Applicant is proposing to relocate its office to the Subject Property, an approximately 2,600 square foot space with 40 feet of street frontage, from its current location at the northwest corner of Chestnut Street and Elm Street. The current space at 538 Chestnut consists of approximately 4,000 square feet on the first floor and 2,150 square feet on the second floor. The application materials note that a considerable amount of the space is occupied by storage, posts, restrooms, and stairwell to the lower level. Staff estimates that space has approximately 90 feet of street frontage.

Based upon the information submitted by the Applicant, the hours of the real estate office are typically Monday through Friday, 8:30 AM until 5:00 PM. During these hours, the office manager, one receptionist, and one support staff member are present, and the number of sales agents in the office at any given time are between zero and 10. However, it is rare if more than 4 agents and 3 staff members are in their current space at the same time. The submitted information also states that large weekly sales meetings with agents are no longer the norm, as the Applicant is increasingly connected in real time with mobile communications and Zoom meetings.

The Applicant has provided a floor plan for the proposed space (Figure 4). The Applicant states that the front space would be workstations for salespeople, and that a conference room, office equipment and a coffee bar would be located at the rear of the space. The arrangement provides what they describe as "a 'live' element along the street."

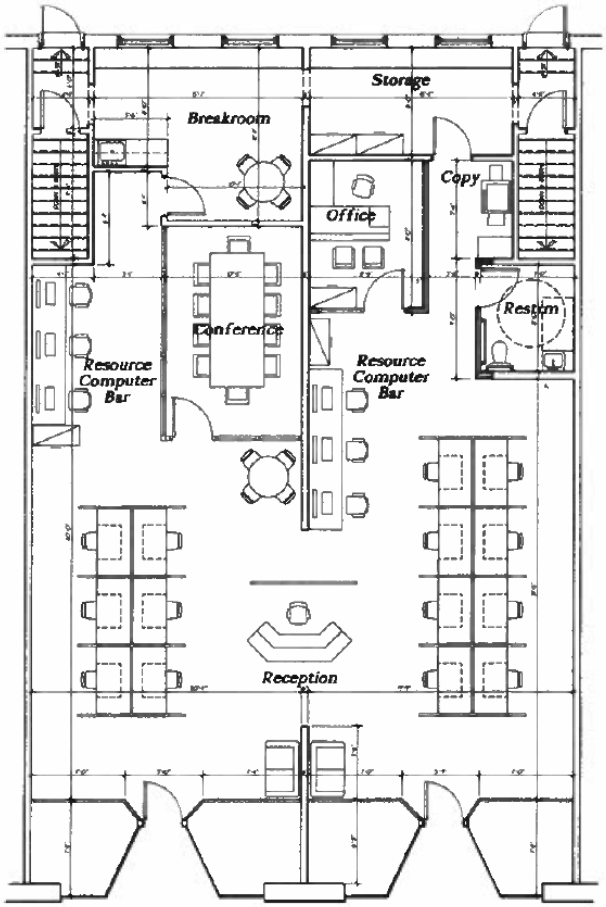


Figure 4 – Excerpt of Proposed First Floor Plan

Regarding parking, the Applicant has stated that behind the Subject Property is a private parking area for 18 cars, including one handicapped space (See **Figure 5**). Eight of those spaces are currently assigned to existing tenants of both properties, 837-841 Elm Street and 538-550 Chestnut Street. The Applicant does not park in this area behind the building.

Figure 5 – Parking Area Behind Subject Property

The application materials state that many of the agents already have parking permits to park in Village-designated spots for employees of businesses (Zone A spaces), and the two-support staff have such permits. Based upon current Village parking records, seven employee parking passes are currently issued to agents and staff of the Berkshire Hathaway office. Figure 6 shows designated employee parking areas in near proximity to the Subject Property. Given the use is an existing use relocating a couple of storefronts to the west, the Applicant was not required to submit a parking study.

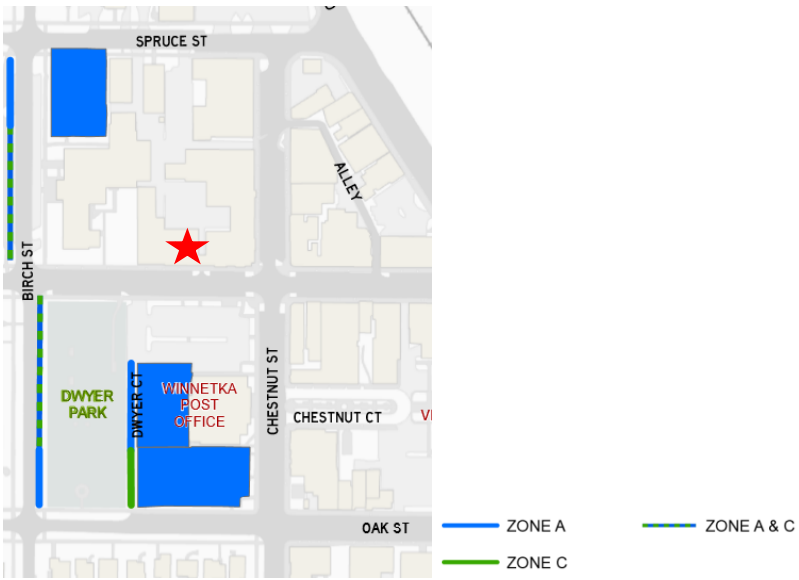


Figure 6 – Employee Parking (Zone A) & Commuter Parking (Zone C) Permit Areas

DESIGN REVIEW BOARD REVIEW

Any changes to the exterior of the office space or the addition of permanent signs or awnings to the front of the proposed space will require approval of a certificate of appropriateness by the Design Review Board. The Applicant has yet to submit such applications.

STANDARDS FOR REVIEW / FINDINGS

The "Purpose" section of Chapter 17.56, Special Uses, states the following regarding special uses:

> *It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.*

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

> The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Berkshire Hathaway Home Services, to operate a real estate office at 839-841 Elm Street Road within the C-2 Commercial Overlay District, based on the following findings of fact:
>
> "The proposed real estate office **is [is not]** consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:
>
> 1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
> 2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
> 3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
> 4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
> 5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
> 6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;

7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

The Commission's recommendation is subject to **no conditions [the following conditions]**:

1. [Insert conditions…]

As noted above, the Commission may also wish to consider if there are conditions it may want to place on the facility's operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

Attachment A

SU2020-1175

RECEIVED
NOV 11 2020
BY:

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. 20-35-SU

Property Information

Site Address: 839-841 Elm St. WINNETKA

Proposed type of occupancy: REAL ESTATE SALES OFFICE

Applicant Information

Name: STEPHENS FAMILY LTD. PTSHP Primary Contact: JAMES NASH, JR

Address: 708 CHURCH ST # 211 Phone No. 847-328-3330

City, State, ZIP: EVANSTON, IL 60201 Email: jim@farnsworth-hill.com

Applicant Signature: [signature] Date: 11/9/2020

Attorney Information

Name: Law Offices of Shawn Jones

Primary Contact: Shawn Jones

Address: 708 Church St

City, State, ZIP: Evanston IL 60201

Phone No. 847-475-1700

Email: sjones@lawevanston.com

Architect Information

Name: MODERN DESIGN & GRAPHICS

Primary Contact: BILL ROCK

Address: 512 W. VAN BUREN #A

City, State, Zip: Elmhurst, IL 60126

Phone No. 630-464-7584

Email: WJR@MODESGRAPH.COM

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 839-41 Elm (address), and have provided the attached proof of ownership.

I consent to the filing of an application for a Special Use Permit by BERKSHIRE HATHAWAY HOME SERVICES (Applicant name)

Property Owner Signature: [redacted] Date: 11/11/20

Printed Name: James B Stephens

REAL ESTATE
MANAGEMENT
LEASING
SALES

FARNSWORTH-HILL, INC.

708 CHURCH STREET
SUITE 211
EVANSTON, IL 60201-3840
(847)328-3330 FAX (847)328-3071

RECEIVED
NOV 11 2020
BY:

November 11, 2020

Ann Klaassen
Village of Winnetka
510 Green Bay Rd.
Winnetka, Il. 60093

Dear Ms. Klaassen:

Enclosed please find the application for a special use in the Winnetka Retail Overlay District. This application is being submitted to us on behalf of both Stephens Family Limited Partnership and Berkshire Hathaway Home Services. Berkshire Hathaway is looking to relocate their offices from the current location at 538 Chestnut to 839-841 Elm St., approximately 80 feet to the west.

The attached narrative is intended to answer the questions related to the Special Use Permit Standards. The survey, building layout, tenant layout and scheme and photos of the rear parking lot are all included.

We have attached a check payable to the Village of Winnetka for the special use fee.

Please let us know if we are missing or have omitted any materials.

Thank you very much.

Sincerely

James R. Nash, Jr.

Special use permit application-narrative
839-841 Elm St. Winnetka
Revised 11.30.2020

The subject tenant, Berkshire Hathaway Home Services (BHHS) has been a tenant at 538 Chestnut since 1985. The existing space at 538 Chestnut consists of approximately 4,000 gross square feet on the first floor and 2,150 square feet in the basement, with a considerable amount of the space occupied by storage posts, restrooms, and stairwell to lower level. Their office has been a part of downtown Winnetka for more than 50 years, conveniently located to serve the residents of Winnetka and surrounding communities and those who will become new neighbors. They are long-time residents of the C2 Commercial Overlay District and their presence, pedestrian and vehicular traffic, infrastructure needs and even their window displays are woven into the fabric of the neighborhood. The subject property, 839-841 Elm St. is owned by the same family as their existing location at 538 Chestnut. Due to changing market conditions, BHHS desires to remain in downtown Winnetka yet in a smaller space. Due to the fact this is an existing establishment, the property is professionally maintain both inside and out, the special use should not endanger the public health, safety, comfort morals or general welfare of the residents and customers in Winnetka.

The available space, 839-841 Elm Street has been vacant since January 31, 2020 when Ellen's On Elm left for a smaller location at 847 Elm St. Consumer needs and preferences have changed since they first established an office here, and now the vast majority of their meetings are in their clients homes or virtual. What used to be office work is now done remotely. Their brokers visit the office only as needed and for minutes rather than hours. Because of this, parking stress has been reduced greatly.

Large weekly sales meetings with the agents are no longer the norm, as BHHS are increasingly connected in real time with mobile communications and Zoom meetings

The subject space, 839-841 Elm St. has ingress and egress from a total of 4 doors: two in the front along Elm and two off the dedicated parking lot in the rear. Establishing, maintaining and operating a real estate office in this location would be nearly identical to that of their current location at 538 Chestnut.

Since this would be a relocation of an existing tenant along the same block, the enjoyment of neighboring tenants would not be impacted.

The establishment of their new offices would not impede the development or improvement of other properties in the immediate vicinity because they are simply relocating from an existing storefront along the same block. The space at 839-41 Elm Street is a single story building. Their business façade is a compliment to the streetscape with awnings that complement the

neighboring businesses. Their window displays are continuously changing array of residences available for purchase in the community and always of interest to the pedestrian traffic.

The front of the property has two front doors and two rear doors. The rear doors have direct access to assigned, designated parking for 17 cars. One additional space is designated for handicapped use. Only 8 of those spaces are currently assigned to existing tenants of both properties, 837-841 Elm and 538-550 Chestnut. Please see attached survey and pictures. BHHS agents and staff do not park in the rear of the building. The easiest access to the rear parking lot is through the alley behind The Laundry Building located off Spruce St. The parking lot is paved with asphalt, striped and has numbered spaces. Drainage is adequate with two storm sewers present. There is a second means of access of Elm St. This access is narrow and rarely used. Many of the agents already have Village parking tags for their cars. They have a support staff of two (2) and BHHS provides tags for those two support members. The brokers secure their own parking tags as most are residents of the Village.

Existing utilities for natural gas, electric and water are present.

The special use in all other aspects conforms to regulations of ordinances and codes.

The proposed use would be a continuation of the existing use at 538 Chestnut St. in terms of pedestrian traffic. Any traffic that is currently flowing into or out of the existing facility would remain the same at the new location. The hours are typically 8:30 am until 5:00pm, Monday to Friday. On site during these hours there are usually one receptionist, the office manager and one additional support staff member. The number of agents in the office at any given time are between 0 and 10 sales agents. It is very rare if more than 4 agents and 3 staff members are in their current space at the same time.

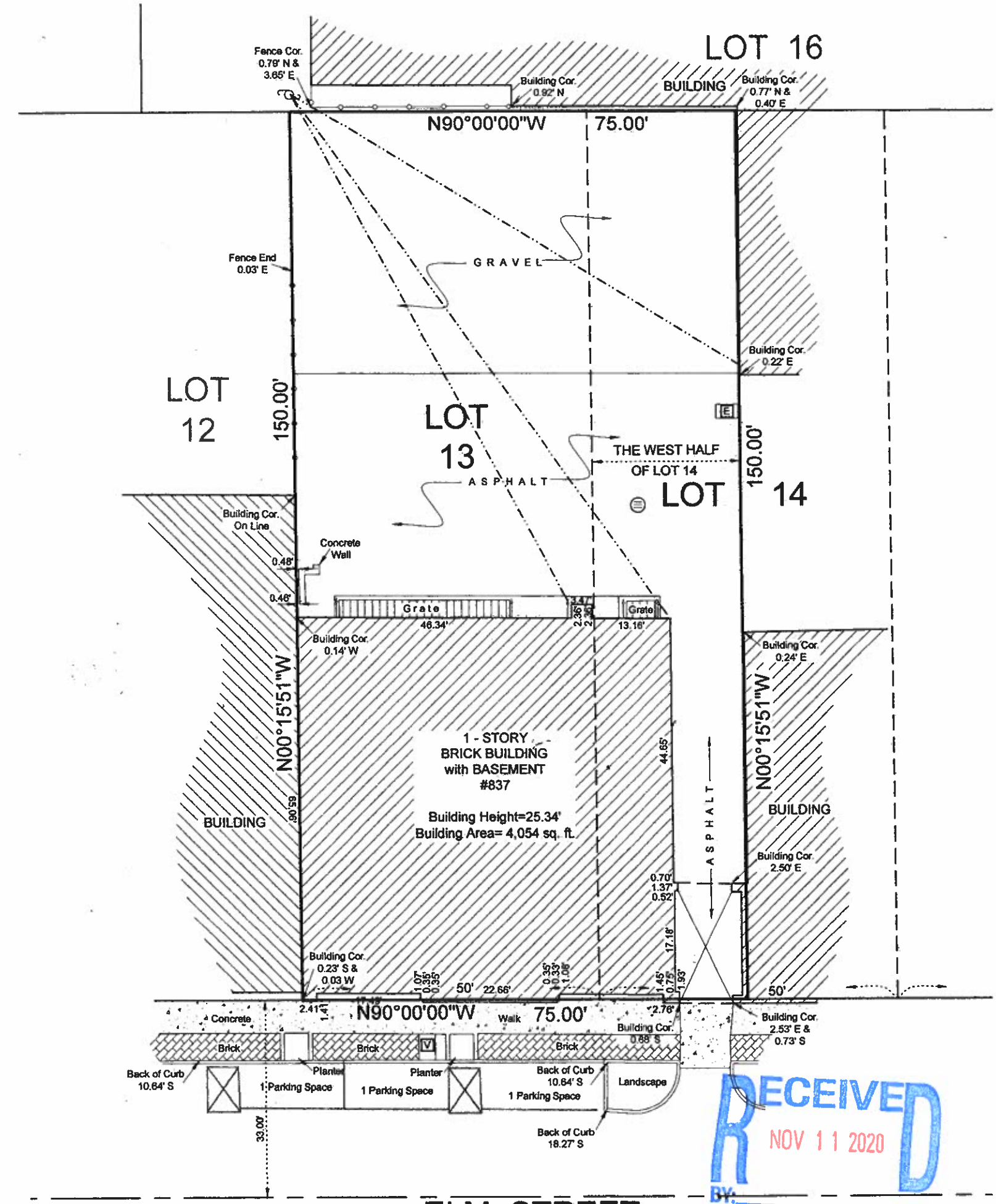
The relocation of the existing use would provide a minimum interruption in the existing and potential continuity of the existing retail spaces along Elm St. The pedestrian traffic going into or out of the existing location at 538 Chestnut would be transferred to 839-841 Elm St.

The proposed new tenant (BHHS) would enhance the currently vacant storefront with seasonal live plants, high resolution color photographs of homes for sale or sold and neighborhood and community posters and displays. Exterior lighting would be added to enhance the vintage era architecture of the storefront.

The front of the space would provide stations for sales people. This would provide a “live” element along the street. Conference rooms, office equipment and a coffee bar would be located at the rear of the space, out of the public view.

The proposed relocation of BHHS is in an existing building. The currently vacant space contains 40’ of frontage and approximately 2,600 sq.ft of space. The sales people will be located at the front of the space. The hours of operation are 9am to 5pm. The neighbor to the east is a high end clothing retailer.

With the 17 spaces (plus one handicapped) in the rear, the municipal lot across the street containing 30 spaces, there is more than adequate parking within the immediate vicinity. Because of the items mentioned above, (reduced office visits by agents, working remotely and brokers visiting their clients either virtual or in the clients homes, parking stress is greatly reduced. They plan to continue this practice as it is more productive for everyone.



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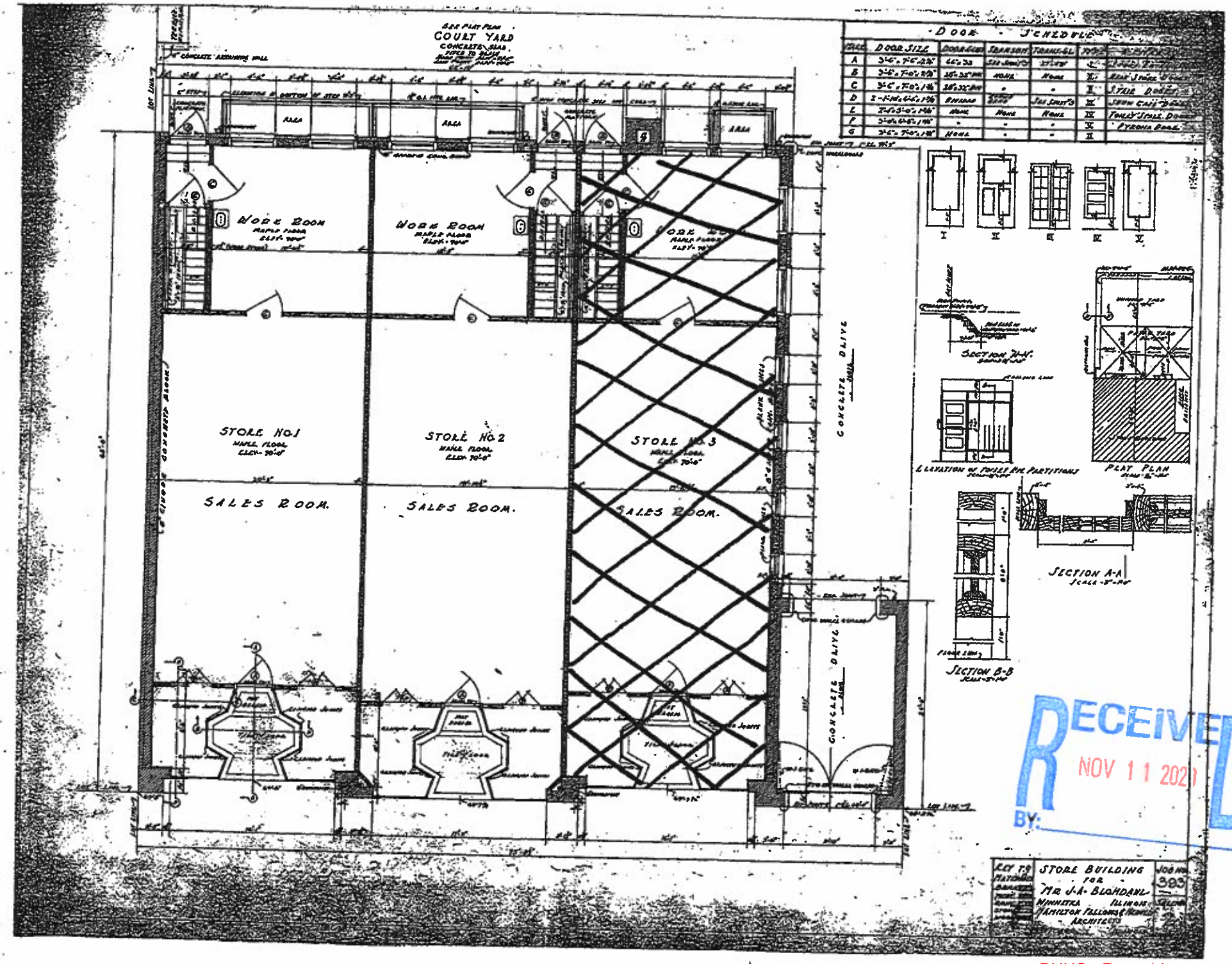
BY:



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NOV 11 2021
BY:

BERKSHIRE HATHAWAY INC.

839–841 Elm Street
Winnetka, Illinois

Applicable Building Codes as required by the Village of Winnetka

2015 International Building Code w/ Winnetka Amendments
2015 International Existing Building Code w/ Winnetka Amendments
2015 International Fire Code w/ Winnetka Amendments
2015 International Fuel Gas Code w/ Winnetka Amendments
2015 International Mechanical Code w/ Winnetka Amendments
2015 International Property Maintenance Code w/ Winnetka Amendments
2018 Illinois Energy Conservation Code
2014 Illinois State Plumbing Code
2018 Illinois Accessibility Code
2014 National Electric Code NFPA 70 w/ Winnetka Amendments
2015 Life Safety Code NFPA 101 w/ Winnetka Amendments

Existing Building Data:

Tenant Space: +/- 2614 s.f.

Occupancy Classification: Business Group B

Fire Protection: Sprinkled Tenant Space

Exit Unit (non-sprinkled) = .20"/occupant x 16 = 5.6" Actual Door Width = 36" @ Front East & West
36" @ Rear East & West

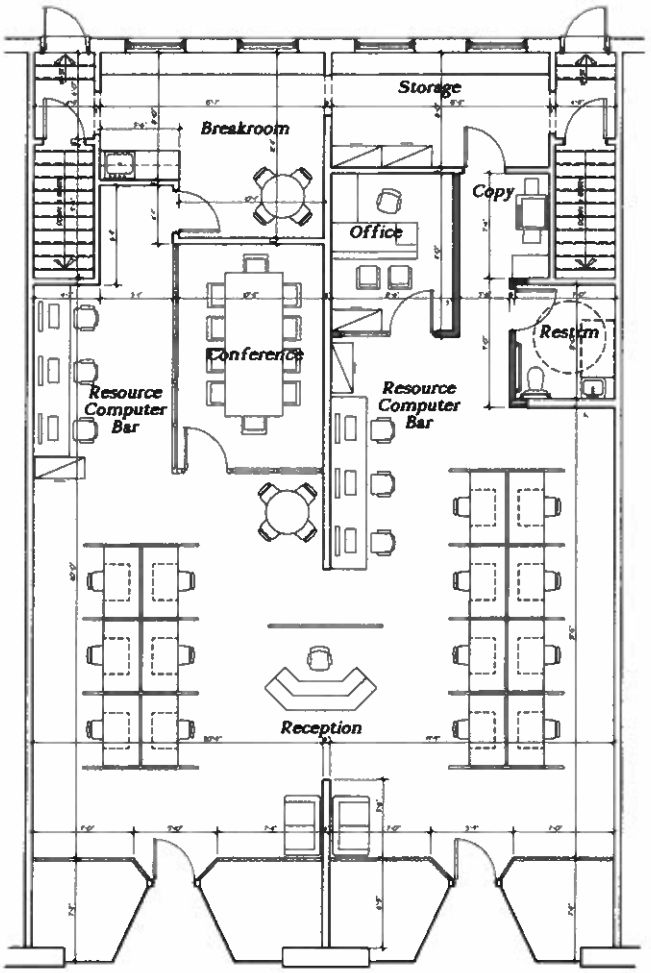
Design Occupant Load: Business 100 sf gross = 2614 / 100 = 26

Travel Distance to Exits: 60' max to front
60' max to rear

Building Classification: Tpye II B
Exterior Walls: Non-combustible Masonry
Interior Walls: Wood Studs w/ 5/8" Gyp. Bd. each side

Fire-resistance Rating:
Exterior Bearing Walls = 0 Hrs
Interior Bearing Walls = 0 Hrs
Interior Non-Bearing Walls = 0 Hrs
Floor / Ceiling = 0 Hrs
Roof = 0 Hrs

Interior Walls & Ceiling Finishes:
Interior Rooms Class-C
Flame Spread Index 76-200
Smoke Development Index 0-450
Interior Trim Class-C
Flame Spread Index 76-200
Smoke Development Index 0-450



Floor Plan / Furniture Layout
Scale: 1/4" = 1'-0"

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BY:

Interior Space Plan
Berkshire-Hathaway, Inc.
839-841 Elm Street
Winnetka Illinois

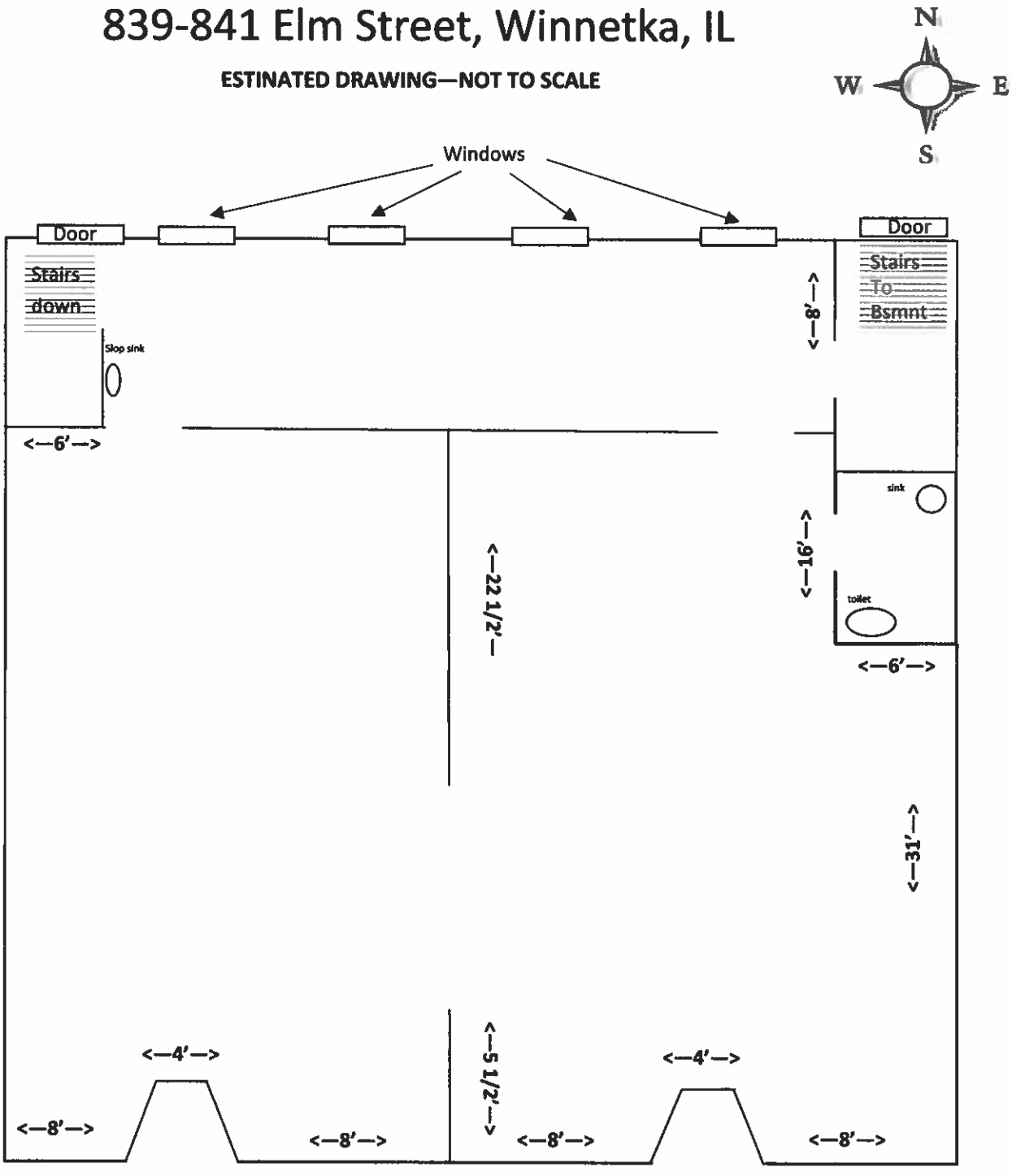
Modern Design & Graphics

A-
of

Arris File: RM.599-20

839-841 Elm Street, Winnetka, IL

ESTINATED DRAWING—NOT TO SCALE



841 Elm

839 Elm

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NOV 11 2020
BY:

Jim Nash

From: Rosemary Sanchez [redacted]
Sent: Monday, November 9, 2020 12:08 PM
To: Jim Nash
Subject: Chestnut/Elm parking lot

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BY:

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NOV 11 2020
BY:

Rosemary Sanchez

RECEIVED
NOV 11 2023
BY:

RECEIVED
NOV 11 2020
BY:

CLOSING STATEMENT

SELLER: Katherine G. Esposito, Successor Co-Trustee and Julie B. Leonard, Successor Co-Trustee of the CHARLES P. HUNTER, JR. REVOCABLE TRUST dated April 5, 2007, as to an undivided 56% interest and Julie B. Leonard, Successor Trustee of the HUNTER FAMILY TRUST, dated November 6, 1997, as to an undivided 44% interest

PURCHASER: Stephens' Family Limited Partnership, L.P.

PROPERTY: 837-843 Elm Street, Winnetka, Illinois

DATE OF CLOSING: August 18, 2016

	Credit Purchaser	**Credit Seller**
Purchase Price		$905,000.00
Earnest Money	$0.00	
2015 Real Estate Taxes – Paid by Sellers	$0.00	
2016 Real Estate Taxes – ($44,700.41/366 or $122.14 per day x 231 = $28,214.34)	$28,214.34	
Repair Credit	$2,565.00	
Rent Credit	$3,575.91	
Security Deposit Credit	$7,917.00	
		$1,452.60
Attorney's Fees Paid to Robert H. Rosenfeld & Associates, LLC for 2016 Tax Assessment Appeal ($3934.96/366 or $10.76 per day x 125 days = $1,452.60)		
Total	**$**	**$**

Chicago Title and Trust Company

5215 Old Orchard, #400, Skokie, IL 60077
Phone: (847)677-3410 | FAX: (847)673-0645

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BY:

MASTER STATEMENT

Settlement Date: August 18, 2016
Disbursement Date: August 18, 2016
Escrow Number: CMNB-5407-16CB5900254NB
Escrow Officer: Alisa Habibovic
Buyer: Stephens' Family Limited Partnership, LP (100.00000%)
837-841 Elm Street
Winnetka, IL 60093

Seller: Katherine G. Esposito and Julie B. Leonard as successor trustees of the Charles P. Hunter, Jr. Revocable Trust dated April 5, 2007, as to an undivide (100.00000%)
837-841 Elm Street
Winnetka, IL 60093

Property: 837-841 Elm Street
Winnetka, IL 60093
Parcel ID(s): 05-20-207-013-0000

SELLER $ DEBITS	SELLER $ CREDITS		BUYER $ DEBITS	BUYER $ CREDITS
		FINANCIAL CONSIDERATION		
	905,000.00	Sale Price of Property	905,000.00	
		PRORATIONS/ADJUSTMENTS		
	1,452.60	Attorneys Fees paid to Robert H Rosenfeld & Assoc	1,452.60	
28,214.34		County Taxes 01/01/16 to 08/18/16		28,214.34
2,565.00		Repair Credit		2,565.00
3,575.91		Rent Credit		3,575.91
8,600.00		Security Deposit Credit		8,600.00
		TITLE & ESCROW CHARGES		
175.00		Title - Title Indemnity Fee to Chicago Title and Trust Company		
125.00		Title - Commitment Update Fee to Chicago Title Insurance Company		
		Title - CPL Fee to Buyer to Chicago Title Insurance Company	25.00	
50.00		Title - CPL Fee to Seller to Chicago Title Insurance Company		
		Title - E Recording and Service Fees to Chicago Title Company, LLC	15.00	
375.00		Title - Escrow Fees - Deed and Money to Chicago Title and Trust Company	375.00	
250.00		Title - GAP Coverage (NYS Closing Fee) to Chicago Title Insurance Company	250.00	
250.00		Title - One Shot Waiver Exam to Chicago Title and Trust Company		
		Title - Policy Update Fee to Chicago Title Insurance Company	125.00	
3.00		Title - State of Illinois Policy Registration Fee to Chicago Title Insurance Company		
40.00		Title - Wire Fee to Seller to Chicago Title and Trust Company		

MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: DECEMBER 11, 2020

SUBJECT: 203-09 SHERIDAN ROAD AND 225 SHERIDAN ROAD – FINAL PLAT APPROVAL – WINNETKA PARK DISTRICT SUBDIVISION OF WINNETKA PARK DISTRICT'S CENTENNIAL PARK (CASE NO. 20-36-SD)

INTRODUCTION

On December 16, 2020, the Plan Commission is scheduled to hold a public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Orders and Senate Bill 2135, on an application submitted by Peter Lee, as Trustee of the Walton 2019 Revocable Trust, the owner of the property located at 203 Sheridan Road, and Trustee of the Orchard 2020 Revocable Trust, the owner of the properties located at 205 Sheridan Road and 209 Sheridan Road (a vacant lot), and the Winnetka Park District, as the owner of the property located at 225 Sheridan Road (Centennial Park), (collectively the "Subject Property"). The Applicants have filed an application seeking Final Subdivision Plat approval to resubdivide the four existing lots into two lots of record.

The Plan Commission is charged with making a recommendation to the Village Council regarding the resubdivision. The owner of 203 Sheridan Road and 205 Sheridan Road has also submitted demolition applications for the existing residences on those two lots. The Landmark Preservation Commission (LPC) considered the demolition applications on December 7, 2020. More details regarding the LPC's review are discussed later in this report.

A mailed notice has been sent to property owners within 250 feet in compliance with the Subdivision Code. The hearing was also noticed in the *Winnetka Talk* on November 26, 2020. As of the date of this memo, the Applicants have submitted three written comments from the public regarding this application. The comments are provided in Attachment D.

PROPERTY DESCRIPTION

The Subject Property is located on the east side of Sheridan Road, between Winnetka Avenue and Fuller Lane, is zoned R-2 Single Family Residential and currently consists of four buildable lots. The area of each existing lot is as follows:

1. 203 Sheridan Road: 47,617 square feet (1.09 acres)
2. 205 Sheridan Road: 43,913 square feet (1.01 acres)
3. 209 Sheridan Road: 21,787 square feet (0.5 acres)
4. 225 Sheridan Road (Centennial Park): 219,206 square feet (5.03 acres)

Two of the existing lots, 203 Sheridan Road and 203 Sheridan Road, each contain an existing single-family residence, 209 Sheridan Road is a vacant lot and 225 Sheridan Road is Centennial Park. The existing parcels and improvements are depicted in Figure 2 on the next page.

The Comprehensive Plan designates the residential parcels (203, 205, and 209 Sheridan) as appropriate for single family residential development. The Centennial Park parcel is designated as appropriate for "Park/Open Space" uses. Additionally, the Comprehensive Plan designates the lot located between Centennial Park and Elder Lane Park, 261 Sheridan Road, as appropriate for "Park/Open Space" uses. An excerpt of the Comprehensive Land Use Map is provided below in Figure 1.

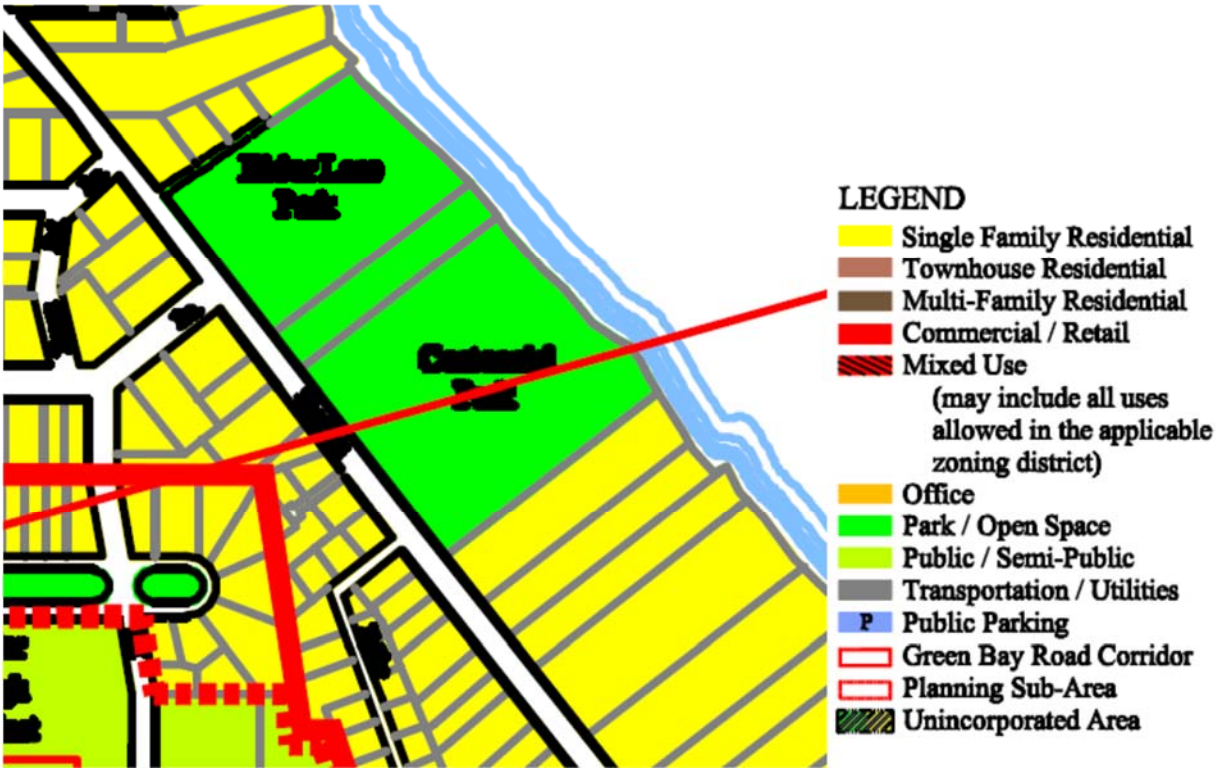


Figure 1 - Comprehensive Plan Land Use Map

The Subject Property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the north and south, and R-4 Single Family Residential to the west (represented in Figure 5 later in this report). The Zoning Ordinance allows nonessential public uses, such as the public parks owned and operated by the Park District, as special uses in all zoning districts.

Given the Subject Property is located on the boundary of two Comprehensive Plan land use designations, the Applicants' respective uses of the Subject Property for residential development and as a park are generally consistent with the Comprehensive Plan land use designations and the R-2 zoning district.

Figure 2 – Existing four lots

GENERAL DESCRIPTION OF PROPOSED PLAT OF RESUBDIVISION

The owner of 203-09 Sheridan Road, desires to consolidate its three lots plus a portion of Centennial Park into one lot. As described in the attached application materials provided in Attachment B, the owner has entered into an exchange agreement with the Winnetka Park District to acquire approximately the south 70 feet of Centennial Park in exchange for 261 Sheridan Road, which is approximately 70 feet in width. The end result desired by the owner is to create one residential lot by consolidating 203-09 Sheridan Road with the south 70 feet of Centennial Park. The new lots of record would measure 190,184 square feet (4.37 acres) [Lot 1 - Centennial Park] and 143,928 square feet (3.3 acres) [Lot 2 - residential lot].

To date, plans for proposed improvements have not been submitted for proposed Lot 2, or by the Park District for any new improvements on proposed Lot 1 (Centennial Park) or the soon to be acquired 261 Sheridan Road parcel. However, as described in the attached written explanation, the owner of the residential lots intends to demolish the two existing residences located at 203 Sheridan Road and 205 Sheridan Road and construct one new single-family residence. The Park District will need to go through the special use permit process and receive Village Council approval prior to utilizing 261 Sheridan Road for parkland or recreational uses.

The proposed subdivision is represented in Figure 3 on the following page. An excerpt of the proposed *Winnetka Park District Subdivision of Winnetka Park District's Centennial Park* subdivision plat is provided on the following page in Figure 4.

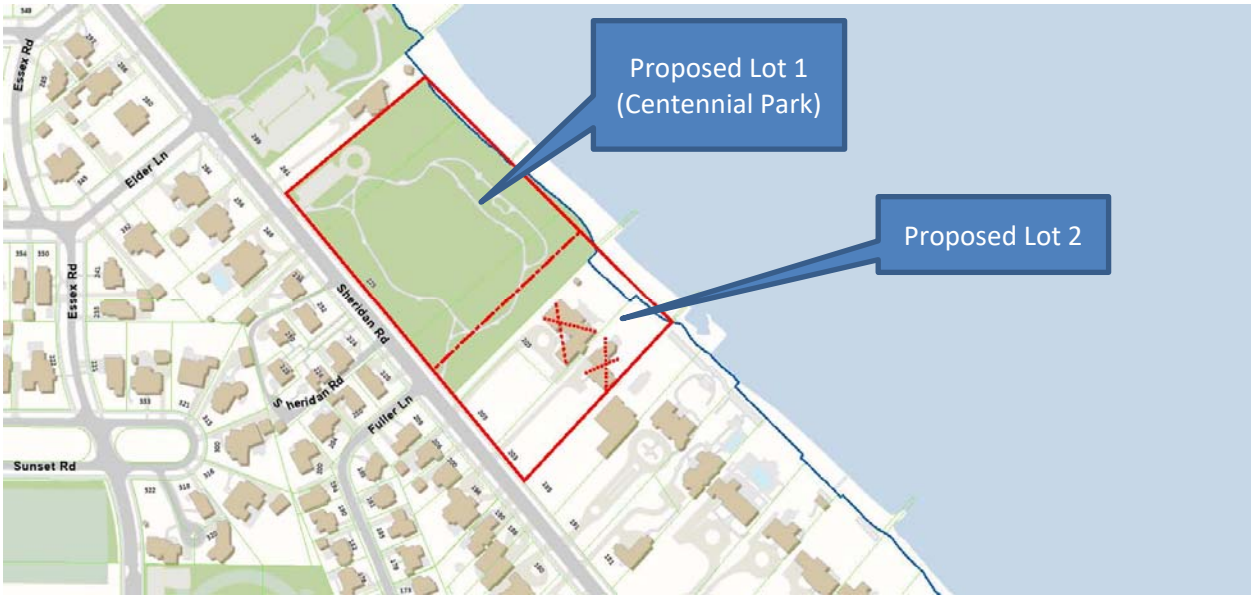


Figure 3 – Proposed subdivision (map view)

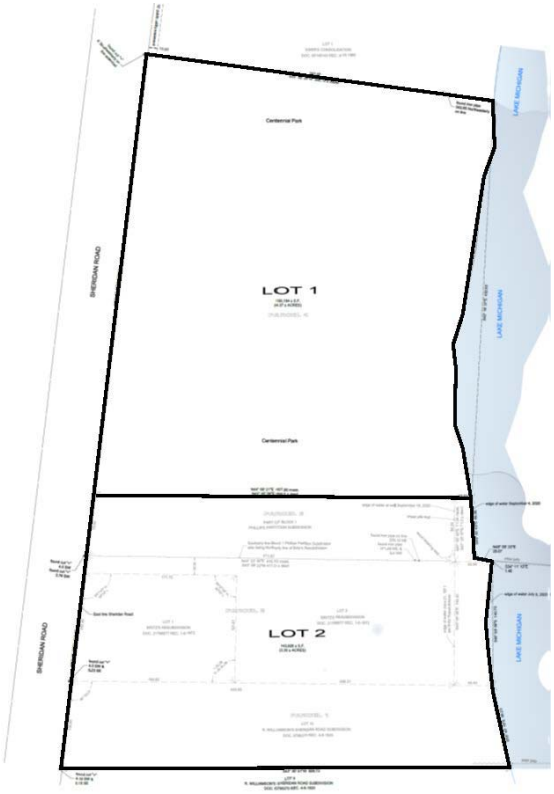


Figure 4 – Excerpt of Proposed Winnetka Park District Subdivision of Winnetka Park District's Centennial Park Subdivision Plat

DESCRIPTION OF ZONING STANDARDS

The Subject Property is located in the R-2 Single Family Residential zoning district, which is one of five different single family residential zoning classifications in the Village. The R-2 zoning provides for larger, wider lots compared to most other residential zoning districts, with the R-2 zoning district's purpose statement describing the district as demonstrating a "small estate" character.

Residential Zoning Hierarchy

A comparison of the Village's five different residential zoning classifications (Table 1 below) shows the hierarchy of zoning standards throughout the Village's residential neighborhoods, ranging from larger "estate" character lots in portions of the Village, to smaller, more intensive developed areas.

Surrounding Zoning

Neighboring lots on the east side of Sheridan Road are similarly zoned for larger lot sizes called for in the R-2 zoning district (minimum lot area of 24,000 square feet). Lots on the west side of Sheridan Road have been laid out at a smaller size and are zoned R-4 Single Family Residential allowing for smaller lot sizes (minimum lot area of 12,600 square feet), as depicted in Figure 5 below.

Table 1 Residential Zoning Hierarchy	R-1 ("estate" character)	R-2 ("small estate" character)	R-3 ("moderately intense" suburban character)	R-4 ("relatively intense" suburban character)	R-5 ("relatively intense" suburban character)
Minimum Lot Area	48,000 s.f.	24,000 s.f.	16,000 s.f.	12,600 s.f.	8,400 s.f.
Minimum Lot Width	150 ft.	100 ft.	75 ft.	60 ft.	60 ft.
Minimum Front Setback	50 ft.	50 ft.	40 ft.	30 ft.	30 ft.
Minimum Rear Setback	50 ft.	25 ft.	25 ft.	25 ft.	25 ft.

Table 1 – Residential Zoning Hierarchy

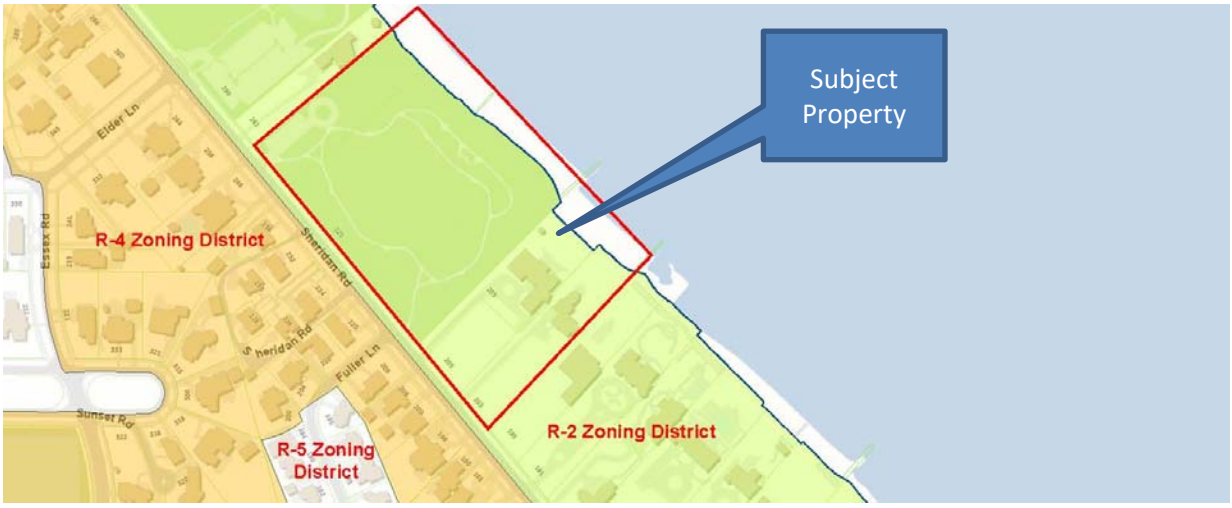


Figure 5 – Area Zoning Map

COMPLIANCE WITH ZONING STANDARDS – LOT SIZE AND DIMENSIONS

All subdivisions are evaluated by staff at the time of application to assure compliance with basic minimum quantitative measures including, but not limited to (a) minimum lot area, (b) minimum lot width, and (c) minimum lot depth.

The proposed *Winnetka Park District Subdivision of Winnetka Park District's Centennial Park* **fully complies** with minimum lot area, lot width and lot depth requirements as summarized in Table 2 below. It should be noted that the existing 209 Sheridan Road parcel (the vacant lot) is nonconforming in two respects (1) minimum required lot area, with an existing lot area of 21,787 square feet; and (2) minimum required lot depth, with an existing lot depth of 184 feet. Additionally, the existing 203 Sheridan Road parcel is nonconforming with respect to the minimum required lot width of 100 feet, with an existing lot width of 95 feet. **The proposed subdivision would eliminate two nonconforming lots and create two conforming lots.**

Table 2 ***R-2 Zoning Standards***		***Proposed Lot 1*** ***Centennial Park***	***Proposed Lot 2*** ***Residential Lot***
Minimum Lot Area (Interior lot)	24,000 square feet	190,184 sq. ft. COMPLIES	143,928 sq. ft. COMPLIES
Minimum Lot Width (average)	100 feet	466 feet COMPLIES	282 feet COMPLIES
Minimum Lot Width (at front street line)	20 feet	502.34 feet COMPLIES	313.45 feet COMPLIES
Minimum Lot Depth	200 ft.	342 feet COMPLIES	407 feet COMPLIES
Minimum Rectangular Area within Lot Boundaries	60' x 181.5'	COMPLIES	COMPLIES

Table 2 – R-2 Zoning Standards

COMPLIANCE WITH ZONING STANDARDS – REQUIRED SETBACKS AND BUILDING SIZE

The allowable size of buildings on a residential lot and the required amount of open space around the buildings is dictated by the Village Zoning Ordinance. As a general rule, the allowable size of buildings and the setback requirements for those buildings change with any modifications to lot dimensions. As a result, staff conducts analyses of proposed lots and the improvements on those lots to determine (a) whether any new zoning nonconformities would be created by the resubdivision and (b) whether there are any existing zoning nonconformities which will remain. In the event of a zoning nonconformity arising out of a proposed subdivision, relief must be granted by both the Plan Commission and Zoning Board of Appeals.

Staff evaluation of the proposed *Winnetka Park District Subdivision of Winnetka Park District's Centennial Park* is summarized in Tables 3 and 4 on the following pages, indicating the extent to which the proposed lots comply with zoning standards. Both tables are intended to clarify that **no zoning nonconformities are created with respect to required setbacks or allowable building size. The proposed subdivision does not require any zoning relief.** Additionally, Table 3 highlights (green) two existing zoning nonconformities **that would be eliminated** with the proposed subdivision. The existing residence at 203 Sheridan Road currently provides a north side yard setback of 5.95 feet. Also, the existing residence at 205 Sheridan Road provides a total side yard setback of 33.67 feet. **The proposed Winnetka Park District Subdivision of Winnetka Park District's Centennial Park would eliminate both of these existing nonconformities.**

Table 3 – Zoning Setback Requirements		***Proposed Lot 1 Centennial Park***	***Proposed Lot 2 Residential Lot***	*Existing Lot 203 Sheridan*	*Existing Lot 205 Sheridan*	*Existing Vacant Lot*
SETBACK REQUIREMENTS	Minimum Required Front Yard Setback (Sheridan Rd.)	50 feet	50 feet	50 feet	50 feet	50 feet
	Front yard provided by existing structures	N/A	N/A	250.97 feet	51 feet	N/A
	Minimum Required Side Yard	12 feet	12 feet	9.5 feet	12 feet	12 feet
	Minimum side yard provided by existing structures	N/A	N/A	5.95 feet EXISTING NONCONFORMITY	16.34 feet	N/A
	Minimum Total Required Side Yards	139 feet	84.6 feet	23.75 feet	41.4 feet	35.4 feet
	Total side yards provided by existing structures	N/A	N/A	27.66 feet	33.67 feet EXISTING NONCONFORMING	N/A
	Minimum Required Front Yard (Lake)	50 feet	50 feet	50 feet	50 feet	50 feet
	Front yard provided by existing structures	N/A	N/A	+140 feet	+135 feet	N/A

Table 3 – Zoning Setback Requirements

Table 4 – Zoning Building Size Requirements		*Proposed Lot 1 Centennial Park*	*Proposed Lot 2 Residential Lot*	*Existing Lot 203 Sheridan*	*Existing Lot* 205 Sheridan	*Existing Vacant Lot*
ALLOWABLE BUILDING SIZE	Maximum Allowed Gross Floor Area (GFA)	45,557 sq. ft.	34,918.44 sq. ft.	12,766.91 sq. ft.	11,128 sq. ft.	6,802.81 sq. ft.
	GFA provided by existing structures	N/A	N/A	+/-6,933 sq. ft.	+/-4,936 sq. ft.	N/A
	Maximum Allowed Roofed Lot Coverage (RLC) (25% of lot area)	47,546 sq. ft.	35,982 sq. ft.	11,904.25 sq. ft.	10,123.25 sq. ft.	5,446.75 sq. ft.
	RLC provided by existing structures	N/A	N/A	3,466 sq. ft.	5,264 sq. ft.	N/A
	Maximum Allowed Impermeable Lot Coverage (ILC) (50% of lot area)	95,092 sq. ft.	71,964 sq. ft.	23,808.5 sq. ft.	20,246.5 sq. ft.	10,893.5 sq. ft.
	ILC provided by existing structures	18,192 sq. ft.	N/A	8,959.23 sq. ft.	12,404 sq. ft.	N/A

Table 4 – Zoning Building Size Requirements

COMPLIANCE WITH SUBDIVISION CODE STANDARDS

All changes to the configuration of parcels of land are classified as Land Subdivisions under the Village Code and are subject to review and approval by the Plan Commission and Village Council. As part of that review process, resubdivisions are subject to review for compliance with both the Village Subdivision Code as well as the Zoning Ordinance.

According to Section 16.12.010 Minimum land subdivision standards of the Subdivision Code, subdivisions shall conform with the Comprehensive Plan and with the minimum standards outlined in Section 16.12.010, such as the street system, street and alley widths, lot size, etc. The proposed subdivision complies with all requirements of Section 16.12.010.

STORMWATER

The proposed subdivision consists of resubdividing four lots into two lots. As previously mentioned, the owner of proposed Lot 2 intends to demolish the existing residences at 203 Sheridan Road and 205 Sheridan Road and construct one new single-family residence. This future improvement, along with any other impermeable lot coverage, will be evaluated by Village Engineering staff for compliance with the

Village stormwater regulations upon submittal of the permits necessary for such improvements.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

The Landmark Preservation Commission (LPC) considered the demolition applications for the residences at 203 Sheridan Road and 205 Sheridan Road on December 7, 2020. After hearing from the applicant's representative, and no members of the public, by a vote of 7-0, the LPC required the applicant to submit a Historical Architectural Impact Study (HAIS) for 203 Sheridan Road. The LPC found based on the fact the French Revival home, built in 1925, was designed by Ralph D. Huszagh, a prominent local architect and resident of Winnetka best known as one of the architects of the Aragon Ballroom in Chicago, that the home has sufficient architectural merit to warrant an HAIS prior to issuance of the demolition permit. Once the HAIS is submitted and the required public notice is provided, the LPC will consider the study to determine if the demolition should be delayed in order to explore alternatives to demolition. In regard to 205 Sheridan Road, the LPC asked the applicant to provide supplemental information in the HAIS for 203 Sheridan Road in order to verify the building appearance and materials of 205 Sheridan Road.

Once the Applicant presents the HAIS to the Landmark Development Commission, which would be no earlier than the Commission's February 1, 2021, meeting, the Commission will vote to either allow the demolition to proceed without delay or to delay demolition for up to 60-days. The Village Code does not prevent a property owner from demolishing a historic or architecturally significant structure.

CURRENT CONSIDERATION BY PLAN COMMISSION

The Village Code does not require an applicant to obtain preliminary plat approval as a precondition of final plat approval. In this case, the Applicants have chosen to directly proceed with the final plat review.

In addition to evaluating prescriptive standards of the zoning and subdivision code, consideration of Final Subdivision Plat approval also needs to consider the details of the final plat such as utility easements, final plat formatting and related matters.

The Village Water & Electric Department is requiring two utility easements: (1) an easement for an existing transformer that serves other customers and underground electrical infrastructure currently located within the 70 feet of Centennial Park that would become part of proposed Lot 2; and (2) a 5-foot easement along Sheridan Road on both proposed lots. The general location of the existing transformer and required transformer easement layout is depicted in Figure 6 on the following page. The property owner does have the option of having the facilities relocated to another location on their property at their expense. An easement would still be required for the relocated transformer and underground infrastructure. The Water & Electric Department has also noted that the two existing water services at 203 Sheridan Road and 205 Sheridan Road will have to be disconnected.

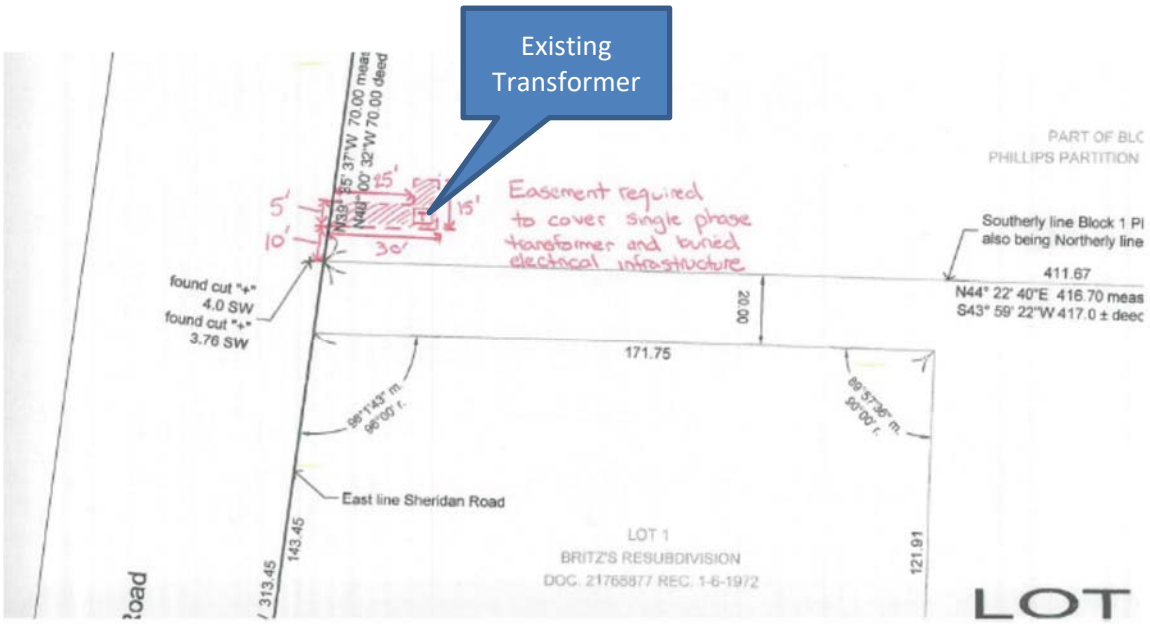


Figure 6 – Sketch of Utility Easement

The Village Engineering Department has also reviewed the proposed resubdivision and does not have any comments on the subdivision itself but offered the following comments for future considerations:

1. Any future modifications to ingress/egress to Park District and residential properties will need to be reviewed and approved by the Illinois Department of Transportation (IDOT) as Sheridan Road is a State route.
2. Any possible modifications for stormwater credits will need to be updated and clarified for both Park District and residential properties.
3. Future discussions may be required should modifications to existing storm water outfall be necessary.

The Village Forester has reviewed the proposed resubdivision and has noted there are several mature trees in good condition throughout the property, as such any plans for the property should strive to preserve as many of those trees as possible.

PLAT FORMATTING – SIGNATURE BLOCKS

All the necessary signature blocks are provided on the plat of subdivision.

RECOMMENDATION

Following conclusion of public comment and Commission discussion, the Commission may choose to consider the following motion:

The Plan Commission **finds [does not find]**

1. That the proposed Winnetka Park District Subdivision of Winnetka Park District's Centennial Park Final Plat resubdividing the four lots known as 203 Sheridan Road, 205 Sheridan Road, 209 Sheridan Road, and 225 Sheridan Road (Centennial Park) into two Lots of Record **meets [does not meet]** the Subdivision Code standards for approving such final plat; and

Based upon these findings, the Plan Commission **recommends [does not recommend**] that the proposed Winnetka Park District Subdivision of Winnetka Park District's Centennial Park be

approved subject to the following conditions:

1. In a format acceptable to the Village Water & Electric Department and the Village Attorney, a 5-foot utility easement shall be provided along the west property line of Lot 1 and Lot 2;
2. In a format acceptable to the Village Water & Electric Department and the Village Attorney, a utility easement shall be provided to access the existing transformer in its current location on Lot 2 or in a location approved by the Village Water & Electric Department; and
3. That the Final Plat of subdivision be approved by both the Illinois Department of Transportation and Illinois Department of Natural Resources prior to recording of the Final Plat.

ATTACHMENTS

Attachment A: Application Materials
Attachment B: Proposed Plat of Subdivision (Winnetka Park District Subdivision of Winnetka Park District's Centennial Park)
Attachment C: Plat of Survey of existing improvements (203, 205, and 209 Sheridan Road)
Attachment D: Plat of Survey of existing improvements (Centennial Park)
Attachment E: Public Correspondence

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 20-36-SD

Property Information

Site Address: 203-209 Sheridan Road and 225 Sheridan Road

Parcel Identification Number(s) (PIN): 05-21-412-008-0000/05-21-412-016-0000/05-21-412-017-0000
05-21-412-006-0000/05-21-412-005 / 05-21-004-004-0000

Property Owner Information

Name: See attached

Primary Contact:

Address:

City, State, Zip:

Phone No.

Email:

Date owner acquired property:

Surveyor Information

Company Name: Bleck Engineering Company, Inc.

Primary Contact: Michael G. Bleck

Address: 1375 N. Western Ave.

City, State, Zip: Lake Forest

Phone No. (847) 295-5200

Email: mbleck@bleckeng.com

Architect Information

Name: Ferguson & Shamamian Architects, LLP

Primary Contact: Luis Almeida

Address: 270 LaFayette Street

City, State, ZIP: New York, NY 10012

Phone No. (212) 941-8088

Email: LAlmedia@fergusonshamanmian.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin Bernstein

Address: 484 Central Ave., Suite 202

City, State, Zip: Highland Park, IL 60035

Phone No. (847) 433-1980

Email: cbernstein@sambernlaw.com

Property Owner Signature: [redacted]

Date: 11/11/20

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SUBDIVISION/CONSOLIDATION APPLICATION

Case No. 20-36-SD

Property Information

Site Address: 203-209 Sheridan Road and 225 Sheridan Road

Parcel Identification Number(s) (PIN): 05-21-412-008-0000/05-21-412-016-0000/05-21-412-017-0000
05-21-412-006-0000/05-21-412-005-0000/05-21-412-004-0000

Property Owner Information

Name: See attached

Primary Contact:

Address:

City, State, Zip:

Phone No.

Email:

Date owner acquired property:

Surveyor Information

Company Name: Bleck Engineering Company, Inc.

Primary Contact: Michael G. Bleck

Address: 1375 N. Western Ave.

City, State, Zip: Lake Forest

Phone No. (847) 295-5200

Email: mbleck@bleckeng.com

Architect Information

Name: Ferguson & Shamamian Architects, LLP

Primary Contact: Luis Almeida

Address: 270 LaFayette Street

City, State, ZIP: New York, NY 10012

Phone No. (212) 941-8088

Email: LAlmedia@fergusonshamanmian.com

Attorney Information

Name: Samuels & Bernstein

Primary Contact: Calvin Bernstein

Address: 484 Central Ave., Suite 202

City, State, Zip: Highland Park, IL 60035

Phone No. (847) 433-1980

Email: cbernstein@sambernlaw.com

Property Owner Signature: [redacted]
John Peterson
Executive Director
Winnetka Park District

Date: November 11, 2020

Property Owners

Lot 1

225 Sheridan Road

Winnetka Park District
Mickey Archambault, President
540 Hibbard Road
Winnetka, Illinois 60093
(847) 501-2040
marchambault@winpark.org

Address: 225 Sheridan Road, Winnetka, Illinois
PIN: 05-21-412-006-0000
05-21-412-005-0000
05-21-412-004-0000

Lot 2

203 Sheridan Road
PIN: 05-21-412-008-0000

Walton 2019 Revocable Trust
Peter Lee, Trustee
353 N. Clark Street, 27th Floor
Chicago, Illinois 60654
(312) 660 1260
Peter.lee@summittrail.com

Date Acquired: October 12, 2020

205-209 Sheridan Road
PIN: 05-21-412-016-0000
05-21-412-017-0000

Orchard 2020 Revocable Trust
Peter Lee, Trustee
353 N. Clark Street, 27th Floor
Chicago, Illinois 60654
(312) 660 1260
Peter.lee@summittrail.com

Date Acquired: July 17, 2020

VILLAGE OF WINNETKA
Subdivision/Consolidation Application
Letter of Situation
November 24, 2020

RE: 203-209 Sheridan Road, Approximately the South 70 feet of Centennial Park, Winnetka, Illinois

TO: President and Village Trustee of the Winnetka's Village Council
Members of the Plan Commission

The owners of 203-209 Sheridan Road (the "Owners") desire to consolidate their properties into one lot. In addition, the owner of 205-09 Sheridan has also entered into an Exchange Agreement with Winnetka Park District to acquire approximately the south 70 feet of Centennial Park in exchange for 261 Sheridan Road. By this application, the Owners seek to consolidate 203-209 Sheridan and approximately the south 70 feet of Centennial Park into one consolidated lot.

It has been long desired goal of the Winnetka Park District (the "Park District") and within the plans of the Winnetka Waterfront 2030 Master Plan, which was approved by the Park District in 2015 (the "Master Plan"), to acquire 261 Sheridan Road. By acquiring 261 Sheridan, the Park District can now combine the Elder Lane Park with the Centennial Beach properties, which will provide the public with 1,000 feet of continuous shoreline and nearly 8 acres of parkland. Thus, this exchange of properties will help the Park District achieve its goals set forth in the Master Plan by combining these two lakefront parks.

On September 30, 2020, the Park District unanimously approved Ordinance No. 580 approving the exchange of approximately the south 70 feet of Centennial Park for 261 Sheridan Road. Prior to approving the Ordinance, the Park District published the requisite notice and conducted a public hearing to consider the exchange. In their findings of fact contained in the Ordinance, the Park District determined that "the 261 Parcel is of substantially greater value and substantially greater suitability for park purposes and without additional cost to the Park District. It is necessary, convenient and in the public interest for the Park District to acquire 261 Parcel and convey the Centennial Park Parcel." As the Park District concluded, this exchange will benefit Winnetka and allow the Park District to achieve their goals contained in the Master Plan. A copy of Ordinance No. 580 is attached hereto.

The proposed consolidated lot, 203-209 Sheridan Road and approximately the South 70 feet of Centennial Park (the "Lot"), conforms with the Minimum land subdivision standards set forth in Section 16.12.010 of the Village of Winnetka Code and with the Comprehensive Master Plan. The Lot will also comply with the standards in the Village of Winnetka Zoning Ordinance. All of the side lines will be approximately perpendicular to street lines along Sheridan Road and the Lot will comply with the lot area and width requirement set forth in the Zoning Ordinance. It is the Owners intent to demolish the existing homes on the newly consolidated Lot and construct one (1) new single family home. In sum, there are many large lots in this neighborhood, and the Lot's orientation and lot size will be consistent with other lots in the neighborhood. As such, the

Lot will comport well with the neighborhood and the consolidation will not alter the essential character of Sheridan Road or the neighborhood.

Thank you for considering this application and request.

ORDINANCE NO. 580

ORDINANCE APPROVING EXCHANGE OF REAL ESTATE AND AUTHORIZING EXECUTION OF EXCHANGE AGREEMENT

PREAMBLES

A. The Winnetka Park District, Cook County, Illinois (the "Park District") is a duly organized and existing Park District created under the laws of the State of Illinois and operating under the Park District Code, 70 ILCS 1205/1-1 et seq. as amended (the "Park Code").

B. The Park District is the owner of Centennial Park situated between the Lake Michigan shoreline and Sheridan Road in Winnetka, which park is legally described in **Exhibit A**.

C. Centennial Park is directly south of a single parcel of privately owned land, which such single parcel of privately-owned land is legally described in **Exhibit B** (the "261 Parcel").

D. The Park District desires to acquire the 261 Parcel to enhance its recreational offerings along the Lake Michigan shoreline for the benefit of its residents and users.

E. The Park District has negotiated an exchange of land ("Exchange") whereby the Park District will acquire title to the 261 Parcel in exchange for a comparably sized parcel on the south end of Centennial Park ("Centennial Parcel"). The 261 Parcel and the Centennial Parcel are both depicted in **Exhibit C**.

F. The Park Code allows the Park District to exchange real estate with a non-governmental entity when the real estate the Park District receives from the exchange is of equal or greater value and equal or greater suitability for park purposes than the real estate it conveys.

G. Prior to completing the exchange, the Park Board must first publish public notice of, and conduct a public meeting to consider the proposed conveyance.

H. The Park District's Board of Park Commissioners (the "Park Board") published the requisite notices (**Exhibit D**), conducted the required hearing to consider the conveyance, and is now prepared to make certain specific findings of fact concerning the proposed exchange and proceed with the Exchange.

I. The Park District has reached agreement on the terms and conditions of a Real Property Exchange Agreement under which the Park District will acquire all right, title, and interest in and to the 261 Parcel and will convey the Centennial Parcel, subject to various conditions and contingencies ("Exchange Agreement"). A copy of the proposed Exchange Agreement is attached hereto as **Exhibit E**.

J. The Park Board has reviewed the Exchange Agreement and is prepared to make certain specified findings of fact, conditionally approve the Exchange Agreement, direct execution of the Exchange Agreement by the appropriate Park District officers and authorize and direct staff and legal counsel to proceed with actions required to effectuate the transaction.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISIONERS OF THE WINNETKA PARK DISTRICT, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1—Recitals, Exhibits: The above recitals are incorporated herein by reference as though fully set forth in their entirety in this Section 1. All exhibits referenced in this Ordinance are incorporated herein and made a part hereof by this reference.

Section 2—Park Board Findings: Based upon the information provided at the public meeting held September 29, 2020, the Park Board hereby finds and determines that the 261 Parcel is of substantially greater value and substantially greater suitability for park purposes without additional cost to the Park District. It is necessary, convenient and in the public interest for the Park District to acquire the 261 Parcel and convey the Centennial Parcel.

Section 3—Approval of Exchange Agreement: The Park Board hereby approves the Exchange Agreement in substantially the form attached hereto as **Exhibit E**, and the Park Board further authorizes and directs the Park Board President, Secretary and legal counsel to negotiate such modifications as may be necessary to effectuate the transaction upon such terms as are in the best interests of the District. The Board President and Secretary shall secure Park Board approval prior to accepting any material modifications to the form of the Exchange Agreement set forth in **Exhibit E**. Once the Exchange Agreement is finalized, the Park Board further authorizes and directs the Park Board President to execute, and the Park District Secretary to attest to and deliver same to Orchard. The Park Board's approval of the Exchange Agreement is hereby expressly conditioned upon and made contingent upon approval of the final version of the Exchange Agreement by the Park Board President and Secretary.

Section 4—Authorization to Proceed with Exchange: After approval and execution of the Exchange Agreement by the parties, Park District staff and legal counsel are authorized and directed to take any and all necessary and proper lawful action required to execute and close the transaction, including but not by limitation: (i) conduct or cause to be conducted all reasonable due diligence pursuant to the terms of the Agreement prior to closing of the Exchange; (ii) secure subdivision and consolidation plat approvals from the Village of Winnetka; (iii) secure such other approvals from the Village as may be required; (iv) after successful completion of all due diligence, secure title to the 261 Parcel and convey title to the Centennial Parcel, all pursuant to the terms of the Exchange Agreement; (v) at or after closing, obtain an owner's title insurance policy for 261 Sheridan from the Grantor and provide an owner's title insurance policy for the Centennial Parcel to the Grantee upon terms specified in the Exchange Agreement; (vi) after closing, take such action as may be required to exempt 261 Sheridan from general real estate taxes from the date of the deed; and (vii) take such other action to complete the transaction as may be necessary and proper under the terms of the Exchange Agreement, this Ordinance and applicable law.

Section 5—Effective Date; Repealer: This Ordinance shall take effect and be in full force and effect from and after the date of its passage. All prior ordinances, motions, and orders in conflict herewith, are hereby repealed to the extent of said conflict.

Passed and approved this 30th day of September, 2020, pursuant to a roll call vote as follows:

AYES: 7

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

BOARD OF PARK COMMISSIONERS
WINNETKA PARK DISTRICT,
Cook County, Illinois

By: _____
President

ATTEST:

By: _____
Secretary

(SEAL)

EXHIBIT A
[Legal Description for Centennial Park]

LOT 6 IN THE RESUBDIVISION OF BLOCKS 1 THROUGH 4 AND VACATED STREET KNOWN AS BELLVIEW PLACE, LYING BETWEEN BLOCKS 1 AND 2 ON THE EAST AND BLOCKS 3 AND 4 ON THE WEST IN LAKE SHORE SUBDIVISION OF LOT 1 IN NICHOLAS SIMON AND OTHERS' SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21 AND FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
[Legal Description of 261 Sheridan]

LOT 1 IN EWERS' CONSOLIDATION, BEING A CONSOLIDATION IN THE EAST ½ OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

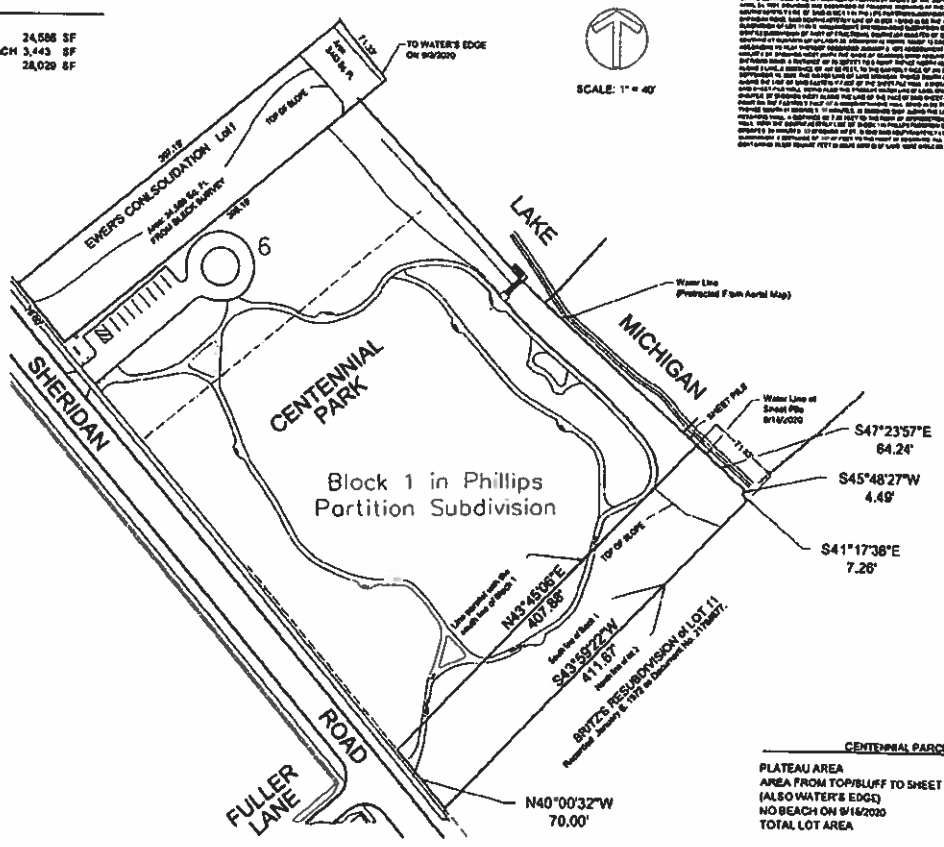
EXHIBIT C
[Depiction of the 261 Parcel and the Centennial Parcel]

EXHIBIT C1/C2

261 SHERIDAN ROAD, WINNETKA, IL
EWER'S CONSOLODATION LOT 1

PLATEAU AREA	24,586 SF
AREA FROM TOP/BLUFF TO WATERS EDGE INCLUDING BEACH	3,443 SF
TOTAL LOT AREA	28,029 SF

BEACH AREA INCLUDED IN 3,443 SF = 442 S.F.



CENTENNIAL PARCEL

PLATEAU AREA	25,318 SF
AREA FROM TOP/BLUFF TO SHEET PILE (ALSO WATER'S EDGE)	3,704 SF
NO BEACH ON 9/16/2020	
TOTAL LOT AREA	29,022 SF

Prepared By : S.H. Suhr & Company, Inc.
From surveys and public records
Date: 9/23/2020
Revised 9/30/2020
Revised 10/07/2020
Revised 10/14/2020

20-151

EXHIBIT D
[Meeting Notices—Certificates of Publication]

NOTICE 1: Chicago Sun-Times September 3, 2020

WINNETKA PARK DISTRICT
ADORDERNUMBER:
PO NUMBER: 261 Sheridan Road
AMOUNT: $440
NO OF AFFIDAVITS: 1

PUBLIC NOTICE is hereby given to all interested persons that the Winnetka Park District Board of Park Commissioners shall hold a public meeting to consider the proposed conveyance of real property commonly known as a southern portion Centennial Park to a non-governmental entity in exchange for other real property commonly known as 261 Sheridan Road.

The meeting will be held before the Board of Park Commissioners in the administrative offices of the Winnetka Park District 540 Hibbard Road, Winnetka, Illinois, September 29, at 5:30 p.m. Also, access to the meeting will be available through a Zoom platform for viewing and participation. Please access the Zoom platform via https://www.winpark.org/about-us/park-board/meetings/.

The Board of Park Commissioners will consider information presented on this matter and such other matters as may properly come before it in connection with the proposed land exchange.
9/3/2020 #1113358

State of Illinois - County of Cook
Chicago Sun-Times, does hereby certify it has published the attached advertisements in
the following secular newspapers. All newspapers meet Illinois Compiled Statue requirements for publication of Notices per Chapter 715 LCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959.
Formerly Il. Rev. Stat. 1991, CH100, Pl.
Note: Notice appeared in the following checked positions.
PUBLICATION DATE(S): 09/03/2020
Chicago Sun-Times
Certificate of Publication
0001113358-01
Chicago Sun-Times
N W TNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed
By Manager I Recruitment & Legals
WINNETKA PARK DISTRICT 540 HIBBARD RD
WINNETKA, IL 60093-1611

This 3rd Day of September 2020

NOTICE 2: Chicago Tribune/Winnetka Talk, September 10, 2020

NOTICE 3: Chicago Tribune/Winnetka Talk, September 17, 2020

Exhibit E
[Form of Exchange Agreement]

REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE WINNETKA PARK DISTRICT AND THE ORCHARD 2020 REVOCABLE TRUST

This Real Property Exchange Agreement ("Agreement") is made and entered into this 10th day of October, 2020 ("Effective Date"), by and between Orchard 2020 Revocable Trust, ("Orchard"), 353 North Clark Street, 27th Floor, Chicago, IL 60654, c/o Peter Lee, an Illinois Revocable Trust and the Winnetka Park District, an Illinois park district ("Park District") 540 Hibbard Road, Winnetka, Illinois 60093. The Park District and Orchard are sometimes referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. The Park District is the owner in fee simple of the real property commonly known as a southern portion of Centennial Park, legally described and depicted in **Exhibit 1**. (the "Centennial Parcel").

B. The Centennial Parcel is located east of Sheridan Road and south of Elder Park.

C. Orchard is the owner or contract purchaser of the real property and commonly known as 261 Sheridan Road, Winnetka Illinois, legally described in **Exhibit 2** ("261 Sheridan"). 261 Sheridan and the Centennial Parcel are sometimes referred to individually as a "Parcel" or collectively as the "Parcels."

D. The Parcels each have approximately seventy (70) lineal feet of shoreline along Lake Michigan.

E. The Park District is governed in part by the Illinois Park District Code, 70 ILCS 1205/1-1 (et seq.) (the "Code").

F. The Park District and the residents of Winnetka would benefit from the Park District's acquisition of 261 Sheridan, which would allow the Park District to consolidate and unify Centennial Park and Elder Lane Park into a single park, consistent with the Park District's Lakefront Master Plan adopted by the Park District's Board of Park Commissioners ("Park Board") on March 18, 2016 ("Master Plan").

G. Orchard would benefit from the exchange by the acquisition of undeveloped land adjacent to other property owned by Orchard, which additional land will be consolidated with the existing single family lot to the south to create one lot and will facilitate Orchard's use and enjoyment of a combined parcel capable of residential development consistent with applicable law.

H. The Park District desires to convey the Centennial Parcel to Orchard and acquire 261 Sheridan from Orchard, and Orchard desires to convey 261 Sheridan to the Park District and acquire the Centennial Parcel from the Park District.

I. Section 10-7 of the Code authorizes the Park District to convey real estate to a non-governmental entity in exchange for other real property of substantially equal or greater value and of substantially the same or greater suitability for park district purposes without additional cost to the Park District.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals and Exhibits.

The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1. All exhibits identified herein are by this reference fully incorporated into and made an integral part of this Agreement.

Section 2. Conveyances.

Subject to satisfaction or waiver of each contingency as described in Section 4 of this Agreement, the Parties agree to exchange certain real property as follows ("Exchange"):

A. The Park District agrees to convey to Orchard and Orchard agrees to accept from the Park District fee simple title in and to the Centennial Parcel located in the Village of Winnetka ("Village"), Cook County ("County") on the terms set forth herein.

B. Orchard agrees to convey to the Park District and the Park District agrees to accept from Orchard, fee simple title in and to 261 Sheridan, including the land, and all improvements thereon, including but not by limitation all buildings, structures, fixtures, easements, alleys, driveways, rights of way, privileges, tenements, hereditaments, uses and interests appurtenant to the land, on the terms set forth herein.

C. Throughout this Agreement the term "Grantor" shall mean each Party in its capacity as a grantor of the parcel under its ownership and control prior to the Exchange. Throughout this Agreement the term "Grantee" shall mean each Party in its capacity as a grantee of the parcel to be conveyed to it at the Exchange Closing.

Section 3. Parcel Values.

The value of the real property to be exchanged is as follows:

A. The approximate fair market value of the Centennial Parcel is $3,000,000. The Parties have commissioned two appraisals of the Centennial Parcel to be completed prior to the Exchange Closing, defined below. The Parties acknowledge and agree that said appraisals will be attached to and incorporated into this Agreement as **Exhibit 3**.

B. The approximate fair market value of 261 Sheridan is $6,200,000 based on Orchard's arm's length purchase agreement for 261 Sheridan and related appraisals. The Parties have commissioned two appraisals of 261 Sheridan to be completed prior to Exchange Closing, defined below. The Parties acknowledge and agree that said appraisals will be attached to and incorporated into this Agreement as **Exhibit 3**.

C. No earnest money for the transactions contemplated by this Agreement shall be required.

D. At the Exchange Closing, Park District agrees to accept a charitable contribution from Orchard in an amount equal to the fair market value of 261 Sheridan less the fair market value of the Centennial Parcel. Orchard shall be solely responsible to undertake all actions and to pay all costs associated with establishing and documenting any such charitable contribution. Park District makes no representation, covenant, or warranty that the contribution will constitute a charitable donation or will be deductible for federal, state or local taxation purposes for Orchard or any other person, entity, or organization, or that any amount claimed as a charitable contribution qualifies as such or as a deductible expense. Park District will provide Orchard with a letter acknowledging a charitable donation in the amount as determined by the appraisal process described in this subsection.

Section 4. Conditions Precedent.

No conveyance specified herein shall occur unless and until the following conditions have been satisfied or waived by the Party benefitting from such contingency:

A. Each Party securing such governmental approvals as such Party may reasonably deem necessary to comply with zoning, intended use, consolidation and subdivision requirements applicable to divide and combine their respective properties with other land and to build thereon for park or residential purposes (as the case may be) and any other third-party approvals that may be reasonably required ("Government Approvals"). Governmental Approvals shall be granted in such a manner that they shall not become effective unless and until the Party seeking the Government Approval takes title to the Parcel to which said Approval applies. Each Party shall diligently process such applications and petitions as may be required for the Governmental Approvals commencing after the Effective Date, and the Parties agree to reasonably work together to submit joint applications for Government Approvals. For avoidance of doubt, in the event the Village of Winnetka puts in place any conditions impacting the Centennial Parcel that are unacceptable to Orchard in its sole discretion, Orchard will have the right to terminate this Agreement.

B. As required by the Park Code, the Park District has completed the following procedures which were a condition precedent to an exchange of real estate with Orchard:
    1. Determination of the recreational suitability of 261 Sheridan and the Centennial Parcel.

2. Publication of a notice of public meeting in a newspaper of general circulation within the Park District's boundaries on three (3) separate dates, with first and last publication not less than ten (10) days apart, and with the last publication of the notice not less than ten (10) days prior to the public meeting. A copy of the form of notice to be published is attached hereto as **Exhibit 4.**
3. The Park District's conduct of the public meeting to consider the appraisals described above, determine the recreational suitability of the parcels, and consider the terms and conditions of the Exchange.
4. The Park Board's determination that 261 Sheridan is of greater monetary value, and greater suitability for park purposes than the Centennial Parcel.
5. Park Board adoption of Park District Ordinance No. 580, finding that 261 Sheridan is of greater value, and greater suitability for park purposes than the Centennial Parcel, and authorizing and directing Park District officers, staff and legal counsel to proceed with the Exchange Closing.

The Parties acknowledge that four appraisals, two for each parcel have been commissioned, and will be completed and attached hereto as **Exhibit 3**. The Park District's receipt of all four (4) appraisals (two (2) appraisals of each Parcel) is a condition that must be satisfied prior to the Exchange Closing.

C. Each Party performing or causing to be performed upon the Centennial Parcel and 261 Sheridan as applicable, such engineering tests, environmental and hazardous substance and toxicological tests, Phase I environmental studies, soil borings, or other physical tests or studies (and reviewing and inspecting all physical, legal and other matters, information and documents) as each Party, in its sole discretion, may determine necessary to verify the suitability of the Centennial Parcel for Orchard's intended use thereof or the suitability of 261 Sheridan for the Park District's intended use thereof, pursuant to the terms and conditions set forth in the Inspection Terms attached hereto as **Exhibit 5.**

D. The representations and warranties of Grantor set forth herein will be true in all material respects on the Exchange Closing Date with the same force and effect as if such representations and warranties were made on and as of the Exchange Closing Date, and Grantor's covenants shall have been performed in all material respects in accordance with the terms of this Agreement.

E. The Title Company is unconditionally prepared upon the Exchange Closing to issue to Grantee the Title Policy for the Parcel on the terms and conditions provided by this Agreement.

F. The aforesaid conditions may be completed in any sequence. However, the Exchange Closing shall not occur, title to either Parcel shall not be conveyed, and no rezoning, subdivision, consolidation or other Government Approval shall be effective or recorded until all of the contingencies specified in this Section 4 are either obtained or waived by the Party holding the contingency. In the event that the conditions contained in this

Section 4 are not satisfied or waived on or before One Hundred Twenty (120) days after Effective Date ("Contingency Period"), either Party may give notice of termination to the other Party not later than fourteen (14) days after the expiration of the Contingency Period, and this Agreement shall become null and void. Notwithstanding the foregoing, either Party shall have the right to extend such deadline by an additional one hundred twenty (120) days by delivery of written notice to the other Party prior to expiration of the Contingency Period if Government Approvals have not been granted by such date.

Section 5. Title.

A. Within twenty-five (25) days after the Effective Date, the Grantor, at Grantor's sole cost and expense, shall cause to be delivered to Grantee, a commitment for a 2006 ALTA Owner's Title Insurance Policy (the "Title Commitment") issued by the Chicago Title Insurance Company ("Title Company") in the amount of Six Million Two Hundred Thousand Dollars ($6,200,000.00) for 261 Sheridan, and the amount of $3,100,000 for the Centennial Parcel, issued on or after the Effective Date, covering title to the Parcel and naming Grantee as the proposed insured thereunder, as well as copies of all recorded documents referred to in Schedules A and B thereof.
B. The Commitment shall include commitments to issue an extended coverage endorsement. Grantee shall be responsible for the costs of any endorsements other than the extended coverage endorsement.
C. In the event the Commitment shall reflect encumbrances (except for encumbrances of a definite or ascertainable amount such as Grantor's mortgage that will be removed at Exchange Closing by payment from sales proceeds) or other conditions not acceptable to Grantee in its reasonable discretion ("Title Defects"), Grantee shall notify Grantor in writing of any Title Defects ("Title Defect Notice") within thirty (30) days after the Title Commitment is delivered to Grantee ("Title Defect Notice Deadline").
D. Grantor shall have not more than thirty (30) days from the date of Grantee's Title Defect Notice within which to cure the Title Defects at Grantor's sole cost and expense or notify Grantee that Grantor elects not to cure such Title defects. ("Title Cure Period"). If Grantor fails or elects not to remove all of the Title Defects before the expiration of the Title Cure Period, Grantee may, within fourteen days after expiration of the Title Cure Period ("Title Election Period"), elect to either accept the uncured Title Defects or give notice of termination of this Agreement, in which case the Agreement shall terminate and the Parties shall be released from further obligation and liability hereunder.
E. If Grantee does not notify Grantor of any Title Defects before the Title Defect Notice Deadline or fails to provide Grantor with written notice of termination of the Agreement within fourteen (14) days of the Title Election Period, the Commitment and/or uncured Title Defects shall be considered acceptable to Grantee and Grantee shall take title subject to the encumbrances and conditions contained therein.

Section 6. Survey.

A. Within twenty-five (25) days after the Effective Date, Grantor, at Grantor's sole cost and expense, shall provide Grantee with a current ALTA survey for Grantor's Parcel (the "Survey"), certified by an Illinois licensed surveyor(s), that conforms to the current Minimum Standard of Practice for ALTA surveys, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois.

B. The Survey shall show visible evidence of improvements, rights of way, easements, use, and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged (where accessible and except where the Parcel may extend into Lake Michigan).

C. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current ALTA standards for an ALTA survey."

D. In the event the Survey shall reflect any matters not acceptable to Grantee in its reasonable discretion ("Survey Defects"), Grantee shall notify Grantor in writing of such Survey Defects (Survey Defect Notice") within 30 days after the later of the Effective Date or the date that the Survey is delivered to Grantee ("Survey Defect Notice Deadline").

E. Grantor shall have thirty (30) days from the date of Grantee's Survey Defect Notice within which to cure the Survey Defects ("Survey Cure Period") or provide Grantee written notice that Grantor shall not cure such Survey Defects ("Grantor's Survey Notice"). If Grantor fails to cure the Survey Defects to Grantee's sole satisfaction prior to the end of the Survey Cure Period or provides Grantee with Grantor's Survey Notice, then Grantee may accept the Survey Defects or Grantee may give notice of termination of this Agreement, in which case the Parties shall be released from further obligation and liability hereunder and this Agreement shall terminate.

F. If Grantee does not notify Grantor of any Survey Defects before the Survey Defect Notice Deadline or Grantee fails to terminate within fourteen (14) days of receipt of Grantor's Survey Notice, the Survey shall be considered acceptable to Grantee and Grantee shall take title subject to the encumbrances and conditions contained therein.

Section 7. Escrow, Exchange Closing and Possession

A. Subject to the conditions and provisions of this Agreement that entitle either Party to terminate this Agreement, the Exchange Closing shall occur on that date which is fifteen (15) days after all contingencies specified in Section 4 herein have been satisfied or waived by the Party holding the contingency, unless otherwise mutually agreed by the Parties (the "Exchange Closing"). The conveyances specified in Section 2 (A) and (B) shall occur simultaneously at the Exchange Closing. The Exchange Closing shall occur via escrow at a mutually agreed office of the Title Company; if the Parties are unable to

agree on an office for closing, the closing shall occur in the Chicago office of the Title Company.

B. The Exchange Closing shall be consummated through an escrow (the "Escrow") with the Title Company as escrowee, which Escrow conforms to the provisions of this Agreement. The cost of the Escrow shall be shared equally by the Parties. The Escrow shall provide that each Grantee's obligation to consummate the Exchange Closing is conditioned on the issuance by the Title Company to Grantee, a 2006 ALTA Owner's Title Insurance Policy in the amount of the Parcel Value as determined in Section 3 above, (the "Title Policy") covering the Parcel to be conveyed to Grantee and containing the general and standard exceptions, stipulations and exclusions contained in the standard form of said Title Policy, and further containing only the exceptions to title set forth in Section 5 above and such other exceptions to title subject to which Grantee agrees or shall be deemed to have agreed to accept pursuant to the provisions of this Agreement (collectively, the "Permitted Exceptions"). The Escrow shall further provide that any mortgage or lien which Grantee desires to place encumbering the Land shall be recorded by the mortgagee, lien holder or the Title Company only after the recording of the deed and all other documents to be recorded pursuant to the provisions of this Agreement. Grantor shall pay the premium to be paid to the Title Company for the "extended" Owner's Title Policy (exclusive of all endorsements other than extended coverage and those required to insure Grantee against loss or damage that may be caused by Unpermitted Exceptions (as defined in subparagraph 5 above, which Grantor elects to cure). Grantee shall pay the premium for the Lender's Policy (if any) and for all endorsements other than those required to insure Grantee against loss or damage that may be caused by Unpermitted Exceptions which Grantor elects to cure.

C. Possession of each Parcel shall be delivered to the Grantee upon completion of the Exchange Closing unless otherwise agreed in writing by the Parties.

Section 8. Exchange Closing Documents. Grantor shall deliver to Escrowee the following executed documents on the Exchange Closing Date:

A. A warranty deed ("Deed") in recordable form and conveying to Grantee title to the Parcel free and clear of all liens, encumbrances and exceptions to title, other than the Permitted Exceptions hereunder.
B. An ALTA Statement executed by Grantor and covering the Property, and in form customarily required by the Title Company and such other affidavits as Grantee or Title Company may reasonably require, including Affidavit of Title.
C. A GAP Undertaking in form approved by Grantor.
D. Bill of Sale conveying personal property and fixtures in 261 Sheridan.
E. A Certificate of Non-Foreign Status executed by Grantor.
F. A fully paid ALTA Owner's Policy in the amounts and containing the endorsements described above, dated as of the date of Exchange Closing, insuring that title is vested in the Grantee, and subject only to the Permitted Exceptions.

G. Transfer tax stamps and transfer tax exemption forms.
H. Closing Statement
I. Such other documents required by this Agreement and/or which Grantee, governmental law or regulation, or the Title Company may reasonably require.

Section 9. Transaction Costs. Except as otherwise expressly provided to the contrary in this Section 9, Grantor shall be responsible for all closing costs customarily paid by a seller in connection with the transactions contemplated by this Agreement and Grantee shall be responsible for all closing costs customarily paid by a purchaser, except as otherwise specified herein. Grantor shall pay State of Illinois and Cook County transfer taxes if any are due, the base premium for the Owner's Title Policy with extended coverage and the cost of any title insurance endorsements required to insure over any Unpermitted Exceptions which Grantor has agreed in writing to cure. Grantor and Grantee shall each pay one-half of the cost of the Escrow fees (including "New York Style" closing fees). Grantee shall be solely responsible for the costs of its Lender's Title Policy (if any) and its own due diligence activities, including, but not limited to, fees for engineering and environmental reports and the Governmental Approvals. Grantor and Grantee shall be responsible for the fees of their respective attorneys. Grantee shall pay the cost of all recording fees for the deeds and all fees and other charges in any way related to any mortgage loan obtained by Grantee, including, without limitation, mortgagee title policies; provided, however, that Grantor shall pay all recording fees for all documents required to remove any Unpermitted Exceptions which Grantor elects to cure.

Section 10. Prorations. The following items shall be prorated as of the Exchange Closing Date and shall be deducted from or added to the Purchase Price, as appropriate, payable at the Exchange Closing. The following items shall be prorated on a per diem basis as of midnight at the end of the day immediately preceding the Exchange Closing Date. The purpose and intent of the provisions set forth in this Section 10 and elsewhere in this Agreement is that Grantor shall bear all expenses of ownership and operation of the Property and shall receive all income accruing therefrom through midnight at the end of the day immediately preceding the Exchange Closing Date and Grantee shall bear all such expenses and receive all such income accruing thereafter:

A. At or before Exchange Closing, Grantor shall be responsible for all real estate taxes, assessments, interest and penalties levied, pending or assessed against the Property for years prior to the year of the Exchange Closing, if any, and for the portion of the year in which the Exchange Closing occurs through the date of the Exchange Closing which will be billed by Cook County after the Exchange Closing. Parties acknowledge that as of the Effective Date, the Centennial Parcel is exempt from general real estate taxes and there are no general real estate taxes or special assessments applicable to the Property. Grantee shall be solely responsible for any and all general real estate taxes that accrue on the Parcel conveyed to such Grantee after the date of Exchange Closing.
B. Grantor shall be responsible for all operating expenses of the Grantor's parcel which pertain to the period prior to and including the Exchange Closing Date.
C. All other prepaid and accrued items which are customarily prorated in transactions

similar to the transaction contemplated by this Agreement shall be prorated in accordance with local custom in Winnetka, Illinois.

Section 11. Grantor's Representations and Warranties.

To induce Grantee to execute, deliver and perform this Agreement and without regard to any independent investigations made by Grantee, Grantor hereby to the best of Grantor's actual knowledge, represents and warrants to Grantee as follows, which representations shall be deemed remade at Exchange Closing:

A. Grantor has full right, power and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining any consent(s) from any party, subject only to the conditions and contingencies set forth herein including but not by limitation, Orchard's closing on its pending acquisition of 261 Sheridan.

B. Grantor has no actual knowledge of, nor has Grantor received any written notice from any association or governmental entity regarding:

1. zoning, building, fire, health code, FEMA, or US Army Corps of Engineers violations that have not been corrected;
2. any pending rezoning;
3. boundary line disputes (except as to previous disputes with Grantee);
4. any pending condemnation or Eminent Domain proceeding;
5. easements or claims of easements not shown on the public records;
6. any hazardous waste on Grantor's Parcel;
7. any improvements to Grantor's Parcel for which the required initial and final permits were not obtained;
8. any improvements to Grantor's Parcel which are not included in full in the determination of the most recent tax assessment; or
9. any improvements to Grantor's Parcel which are eligible for the home improvement tax exemption.

C. Grantor has not received any notices from the Village, or any other governmental authority of any zoning, building, fire, health or environmental code violations with respect to Grantor's parcel.

D. Grantor has no knowledge of any boundary line disputes or any easements or claims of easements not shown by the public records.

E. There are no pending or unconfirmed special assessments affecting Grantor's Parcel by any association or governmental entity payable by Grantee after the date of Exchange Closing. Grantor's parcel is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of

Grantor after the year in which the Exchange Closing occurs.

F. No hazard presently exists or may have previously existed on Grantor's Parcel which would be deemed a violation of any federal, state, county or local environmental protection statute, act, ordinance, regulation or code, and that to the best of Grantor's actual knowledge, no Hazardous Substance has been released or discharged on Grantor's Parcel.

G. There is no action, suit, proceeding or governmental or administrative investigation pending or, to the best of the actual knowledge of Grantor, threatened against Grantor which might, severally or in the aggregate, materially and adversely affect Grantor's Parcel. There is no threatened litigation, condemnation or special assessment affecting Grantor's Parcel.

H. The Real Estate will at the time of Exchange Closing be in substantially the same condition as on the Effective Date, normal wear and tear excepted, and Grantor shall commit no waste between the Effective Date and Exchange Closing.

I. This Agreement constitutes the valid and binding agreement of Grantor and does not contain any provision which would render it unenforceable against Grantor.

J. Grantor has (or in Orchard's case shall have after closing) good and marketable fee simple title to all of Grantor's Parcel, and Grantor has (or in Orchard's case shall have after closing) the right to sell, convey, transfer and assign to Grantee merchantable fee simple title to all of said Real Estate to Grantee, free and clear of any liens, claims, options, charges, mortgages, pledges, encumbrances, sales agreements and rights of others including homestead rights (or will have such good and marketable fee simple title and such rights at the time of the Exchange Closing if Grantor is a contract purchaser of a Parcel).

K. There are no options or rights in any third party to purchase or acquire any ownership interest in Grantor's Parcel, and Grantor's Parcel is not subject to any executory contracts of sale, rights of first refusal, options or leases with the exception of Orchard's contract to acquire 261 Sheridan.

L. Grantor owns (or at the time of the Exchange Closing shall own) Grantor's Parcel in fee simple, free of any liens, claims or encumbrances other than Defects disclosed in the Commitment and accepted by Grantee pursuant to Section 6 herein.

M. That as of the date hereof, there are no leases or other agreements for occupancy in effect with respect to Grantor's Parcel, except those previously disclosed.

N. There are no service contracts with respect to the Grantor's Parcel that will

remain in effect after Exchange Closing, with the exception of certain service contracts required to maintain the home at 261 Sheridan.

O. Subject to satisfying the conditions set forth in this Agreement and applicable law, Grantor has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor pursuant hereto.

P. That the consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms and conditions of, or constitute a default under, any agreement to which Grantor is now a party and which affects the Property, or any part thereof, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body or any applicable law.

Q. To Grantor's actual knowledge, there are no actions, suits, proceedings, or investigations threatened against Grantor's Parcel or any portion thereof.

R. To Grantor's actual knowledge, there are no parties other than Grantor in possession of any portion of Grantor's Parcel (with the exception of the contract seller of 261 Sheridan to Orchard), nor has Grantor entered into any farming or other leases (oral or written) applicable to or affecting Grantor's Parcel, except as previously disclosed.

S. Grantor has not granted any third party an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Grantor's Parcel and Grantor has not entered into any other contracts for the sale of all or any portion of Grantor's Parcel with any third party.

T. Grantor agrees that it will not enter into any new leases or other agreements for occupancy, service contracts, or options to purchase, rights of first refusal, right of first offer or other similar right with respect to all or any portion of Grantor's Parcel, or contracts for the sale of Grantor's Parcel with any third party.

U. GRANTEE SHALL ACCEPT THE PROPERTY IN AN "AS-IS" AND "WHERE-IS" CONDITION AS OF THE CLOSING, AND GRANTEE AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 11 ABOVE, GRANTOR HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO GRANTEE REGARDING THE PROPERTY, THE CONDITION OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY INTENDED OR PARTICULAR USE, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BEING HEREBY EXPRESSLY WAIVED BY GRANTEE AND DISCLAIMED

BY GRANTOR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS OTHERWISE SET FORTH IN SECTION 11 ABOVE, NO REPRESENTATION, WARRANTY, UNDERTAKING, AGREEMENT OR PROMISE, WHETHER EXPRESS OR IMPLIED OR OTHERWISE, HAS BEEN MADE BY GRANTOR TO GRANTEE WITH RESPECT TO THE LAND, INCLUDING BUT NOT LIMITED TO, THE SIZE, USE OR TYPE OF LAND, ANY FINANCIAL INFORMATION PERTAINING TO THE OWNERSHIP OR OPERATION OF GRANTOR'S PARCEL OR ANY OTHER MATTER. GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 11 ABOVE, GRANTEE HAS NOT BEEN INDUCED TO EXECUTE THIS CONTRACT BY ANY ACT, STATEMENT OR REPRESENTATION OF GRANTOR OR ITS AGENTS, EMPLOYEES, OFFICIALS OR REPRESENTATIVES. GRANTEE WAIVES ANY CLAIM THAT MAY EXIST FOR PATENT AND/OR LATENT DEFECTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE, AND HEREBY MAKES, NO REPRESENTATION OR WARRANTY PERTAINING TO GRANTOR'S PARCEL WITH RESPECT TO (I) THE TOTAL AREA OF THE LAND; (II) THE NATURE OF THE SOIL ON AND UNDERLYING THE LAND OR ITS SUITABILITY FOR DEVELOPMENT OR ANY OTHER USE THEREOF, (III) COMPLIANCE OR NON-COMPLIANCE OF GRANTOR'S PARCEL WITH ENVIRONMENTAL LAWS OR REGULATIONS AND (IV) THE PRESENCE OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES.

V. As a material inducement to Grantor to execute, deliver and perform this Agreement, Grantee agrees that (i) if and only if Grantor has not delivered to Grantee a Grantor Statement of Modification (as hereinafter defined) within the time period and in the manner set forth in herein, Grantee shall have the right to assert a cause of action against Grantor for breach of any of Grantor's representations and warranties set forth above in this Section 11, only prior to the date which is twelve (12) months following the Exchange Closing Date (but not in any event after such date), (ii) the maximum amount that may be recovered by Grantee against Grantor as direct damages and costs and expenses (including reasonable attorneys' fees) under this Paragraph or any other provision of this Agreement or under applicable law for breach of Grantor's representations and warranties set forth above in this Section 11 (but only to the extent Grantee has not received a Grantor Statement of Modification with respect thereto) shall be $310,000 in the aggregate. Notwithstanding anything to the contrary set forth in this Agreement, Grantee is prohibited from making any claims against Grantor after the Exchange Closing with respect to any breaches of Grantor's representation and warranties contained in this Agreement if Grantee had knowledge of any such breach prior to Exchange Closing.

W. In the event that, prior to Exchange Closing, Grantor discovers or becomes aware that, as of Exchange Closing, any representation or warranty of Grantor is or will be inaccurate, untrue or incorrect, Grantor shall give Grantee one or more written notices of any modifications (each, a "Grantor Statement of Modification") to the representations and warranties of Grantor set forth in this Agreement within ten (10) business days after discovering such inaccuracy. In the event of any Grantor Statement of Modification concerning a matter which, in Grantee's reasonable determination, materially and adversely affects the title, or intended use of Grantor's Parcel, Grantee shall have the right, exercisable not more than ten (10) business days after its receipt of the Grantor Statement of Modifications to terminate this Agreement, whereupon neither Party hereto shall have any further rights or liabilities under this Agreement.

X. Grantee is relying on each and all of the representations and warranties made herein by or on behalf of Grantor. If prior to Exchange Closing Grantor becomes aware of matters that require modification of the representations previously made in this Section 11, Grantor shall promptly notify Grantee in writing. If the matters specified in such Notice are not resolved prior to Exchange Closing, excluding and excepting therefrom any action, assessment, condemnation or other such matter brought by Grantee as a governmental body against Grantor, and concern a matter which, in Grantee's reasonable determination adversely affects the title, value, or intended use of Grantor's Parcel, Grantee may terminate this Agreement by Notice to Grantor, this Agreement shall be null and void, and Grantee may pursue its remedies pursuant to Section 14 below.

Section 12. Grantee's Representations and Warranties.

Grantee represents and warrants to Grantor that Grantee and Grantee's authorized signatory below have full authority to acquire Grantor's Parcel and to execute this Agreement and any and all documentation required to effectuate the full intent and purpose of this Agreement.

Section 13. Risk of Loss

The risk of loss shall remain with Grantor until completion of the Exchange Closing, and risk of loss shall vest in Grantee upon completion of the Exchange Closing. Grantor agrees to keep the improvements located on Grantor's Parcel, as applicable, insured through the Exchange Closing. If the improvements are destroyed prior to Exchange Closing, and Grantee desires to proceed with the Exchange Closing, Grantee shall receive a credit at Exchange Closing equal to the costs to replace the improvements or restore them to the condition that existed as of the Effective Date.

Section 14. Grantor Default. Except as otherwise provided in this Agreement, if Grantor fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Grantor under this Agreement and such failure remains uncured ten (10) days after receipt of written notice thereof from Grantee (or such longer period reasonably required to

cure such failure so long as efforts to cure are commenced within said ten (10) day period), Grantee, at its election, shall be entitled either (i) to enforce specific performance of this Agreement, or (ii) to terminate this Agreement prior to the Exchange Closing, and if this Agreement is so terminated, and, except as otherwise expressly provided in this Agreement to the contrary, neither Grantee nor Grantor shall have any further rights or liabilities accruing hereunder after said termination. The failure of Grantee to exercise any of Grantee's rights and remedies under this Paragraph 14 shall not be deemed to be a waiver by Grantee of any rights or remedies available to Grantee during the continuation of Grantor's breach or default or upon any subsequent misrepresentation or breach or other default by Grantor of its obligations, covenants or agreements to be performed under this Agreement.

Section 15. Grantee Default. If Grantee fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Grantee under this Agreement, and if such failure remains uncured for five (5) days after receipt of written notice thereof from Grantor, Grantor, at its election, shall be entitled, as its sole remedy, to terminate this Agreement prior to Exchange Closing, and if this Agreement is so terminated, and except as otherwise expressly provided herein to the contrary, neither Grantee nor Grantor shall have any further rights or liabilities accruing hereunder after said termination. Grantor waives all other rights and remedies including the right to recover damages and the right to seek specific performance. The failure of Grantor to exercise any of Grantor's rights and remedies under this Paragraph 15 shall not be deemed to be a waiver by Grantor of any rights or remedies available to Grantor during the continuation of Grantee's breach or default or upon any subsequent misrepresentation or breach or other default by Grantee of its obligations, covenants or agreements to be performed under this Agreement.

Section 16. Notices

All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person or by overnight express carrier, by United States registered or certified mail with return receipt requested or by email. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent and, if so mailed, shall be effective at the time of deposit in any U.S. Post Office or collection box with postage prepaid and, if sent by email, shall be deemed effective on the day when sent, if transmitted before 5:00 P.M. Chicago time.

All notices shall be addressed as follows:

To Orchard:	Orchard 2020 Revocable Trust 353 North Clark Street, 27th Floor Chicago, IL 60654 c/o Peter Lee
To Orchard's Attorney:	David Williams Williams, Bax and Saltzman, P.C.

121 West Wacker Drive, Suite 3700
Chicago, Illinois 60601
Phone: (312) 372-3311
Fax: (312) 372-5720
Email: williams@wbs-law.com

To Park District:

John Peterson
Executive Director
Winnetka Park District
540 Hibbard Road,
Winnetka, Illinois 60093
Phone: (847) 501-2074
Fax: (847) 501-5779
Email: jpeterson@winpark.org

To Park District's Attorney:

Steven Adams
Robbins Schwartz
55 W. Monroe
Suite 800
Chicago, Illinois 60603
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

Section 17. Survival

All the representations and warranties contained in Sections 11 - 15 shall survive the closing of this transaction. If prior to the Exchange Closing of this transaction, the Grantee determines that there is a breach of any material representation or warranty provided by Grantor specified above, then Grantee may terminate this Agreement.

Section 18. Mutual Assistance

The Parties agree to do all things necessary or applicable to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, including, without limitation, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement.

Section 19. Assignment and Binding Effect.

A. Neither Party shall sell, transfer or assign this Agreement or any of its rights under this Agreement (collectively, "Transfer") without in each such instance the prior written

consent of the other Party (which the other Party may grant or withhold at its sole discretion). Any such Transfer without such previous written consent shall not vest in the transferee or assignee any right, title or interest in the Property or under this Agreement, but shall render all of non-Transferring Party's duties, obligations, covenants and agreements under this Agreement null and void at the election of the non-Transferring Party, and shall constitute a default by Transferring Party under this Agreement, pursuant to Paragraphs 14 and 15 above. If the non-Transferring Party, in its discretion, consents to any such transfer or assignment of the Property or transfer or assignment of this Agreement, the transferee, assignee of Transferring Party shall assume in writing the obligations of Transferring Party under this Agreement and shall be jointly and severally liable with the Transferring Party for all obligations of Transferring Party under this Agreement. No assignment or transfer by Transferring Party of its rights under this Agreement or in or to the Property shall relieve the Transferring Party from any liability under this Agreement, past, present or future, it being understood and agreed that the Transferring Party shall remain liable for all of its obligations under this Agreement.

B. It is expressly agreed by Grantor and Grantee that all of the provisions of this Agreement shall be binding upon the heirs, successors, legal representatives and assigns of Grantor and Grantee, and shall inure to the benefit of all heirs, successors, assigns and legal representatives of Grantor and Grantee permitted under this Section.

Section 20. Confidentiality.

The Parties acknowledge that any or all documents related to the transactions contemplated by this Agreement may be subject to disclosure by Park District under the Illinois Freedom of Information Act including documents in the sole possession of Orchard pertaining to either Parcel prior to or subsequent to, the Exchange Closing. Prior to Exchange Closing, except as may be required by law or subpoena, or in the event that Park District reasonably believes disclosure would be compelled by the office of the Illinois Attorney General's Public Access Counselor or a circuit court with jurisdiction over a demand or claim for such records, neither Party shall disclose to any third party any records containing any term or condition hereof without the prior written consent of the non-disclosing Party. Unless and until the Exchange Closing occurs, the results of any inspections or studies undertaken in connection herewith shall not be disclosed except as may be required by law or subpoena, or in the event that Grantor reasonably believes disclosure would be compelled by the office of the Illinois Attorney General's Public Access Counselor or a circuit court with jurisdiction over a demand or claim for such records. Unless and until the Exchange Closing occurs, each Party agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the Exchange Closing in accordance with the provisions of this Agreement, any of the documents, material or information regarding the either parcel supplied to such Party by the other Party or by any third party at the request of such Party, except each Party may share such documents, material and information with its consultants and attorneys on a "need to know" basis. In the event that the Exchange Closing does not occur, Grantee shall promptly return to the Grantor all of the documents, materials and information regarding the Property supplied to Grantee by Grantor. The Park District, subject to the requirements of applicable law, agrees to

use commercially reasonable efforts to maintain the confidentiality of the identity of Orchard's beneficiaries.

Section 21. Miscellaneous.

A. Commissions. Grantor and Grantee each represents and warrants to the other that no real estate broker, finder or sales person performed any services for Grantor or Grantee in connection with the negotiation of this Agreement or the transactions hereby contemplated. Each Party hereto agrees to indemnify the other from and against any and all claims for brokerage commissions and finder's fees arising from and attributable to the acts or omissions of the indemnifying Party or any party or entity acting on behalf of the indemnifying Party.

B. Entire Agreement. Both Parties hereto hereby acknowledge that this Agreement constitutes the entire agreement between the Parties with respect to the sale and purchase of both parcels, and that this Agreement shall not be altered, modified or amended except by a written instrument duly executed by both Parties hereto.

C. Third Party Rights. Except as otherwise set forth in Section 19 above and other than with respect to the successors and permitted assigns of Grantee and Grantor as provided in this Agreement and others who or which are expressly benefited by indemnification or other provisions of this Agreement, no person or entity shall be entitled to any of the rights or benefits accorded to Grantee and Grantor hereunder, and no person or entity shall be entitled to rely on any of the provisions hereof.

D. Time is of the Essence. Time shall be of the essence in the performance of all covenants, agreements and obligations under this Agreement.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to such State's choice of law rules.

F. No Joint Venture. It is understood and agreed that Grantee and Grantor shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder or with respect to the Parcels.

G. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

H. Severability. If any provision of this Agreement, or portion thereof, is held by a court to be invalid, void or unenforceable, the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the invalid or unenforceable provision shall be modified so as to most nearly as possible achieve the intention of this Agreement.

I. Recording. At all times after the Effective Date, neither Party shall record or permit to be recorded this Agreement, a copy of this Agreement, or any memorandum, short form contract or other document summarizing the terms and provisions of this Agreement. In the event of any breach by either Party of the provisions contained in the immediately preceding sentence, the non-breaching Party may terminate this Agreement and pursue any and all legal and equitable remedies.

J. Business Day. In the event that the date for performance of any of the provisions hereof is due on a day that is a Saturday, Sunday, Illinois state or United States national holiday, such due date shall be extended to the immediately succeeding business day.

K. Proper Execution. The submission of this Agreement by Park District to Orchard in unsigned form shall be deemed to be a submission solely for Grantee's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Orchard or Park District, irrespective of any reliance thereon, change of position or partial performance. The submission by Park District of this Agreement for execution by Orchard and the actual execution and delivery thereof by Orchard to Park District shall similarly have no binding force and effect on Park District unless and until Park District's Board of Park Commissioners shall have approved this Agreement and authorized its execution.

L. Construction. No provision of this Agreement shall be construed in favor of, or against, any particular Party by reason of any presumption with respect to the drafting of this Agreement; both Parties, being represented by counsel, have fully participated in the negotiation of this Agreement.

M. Counterparts. This Agreement may be executed in several counterparts and such executed counterparts shall be considered an original and, when taken together, shall constitute one and the same instrument.

N. Electronic Signatures. A facsimile or pdf signature of this Agreement shall be deemed to be an original and shall bind the signing Party(ies).

ORCHARD 2020 REVOCABLE TRUST

By:_____

Attest:_____

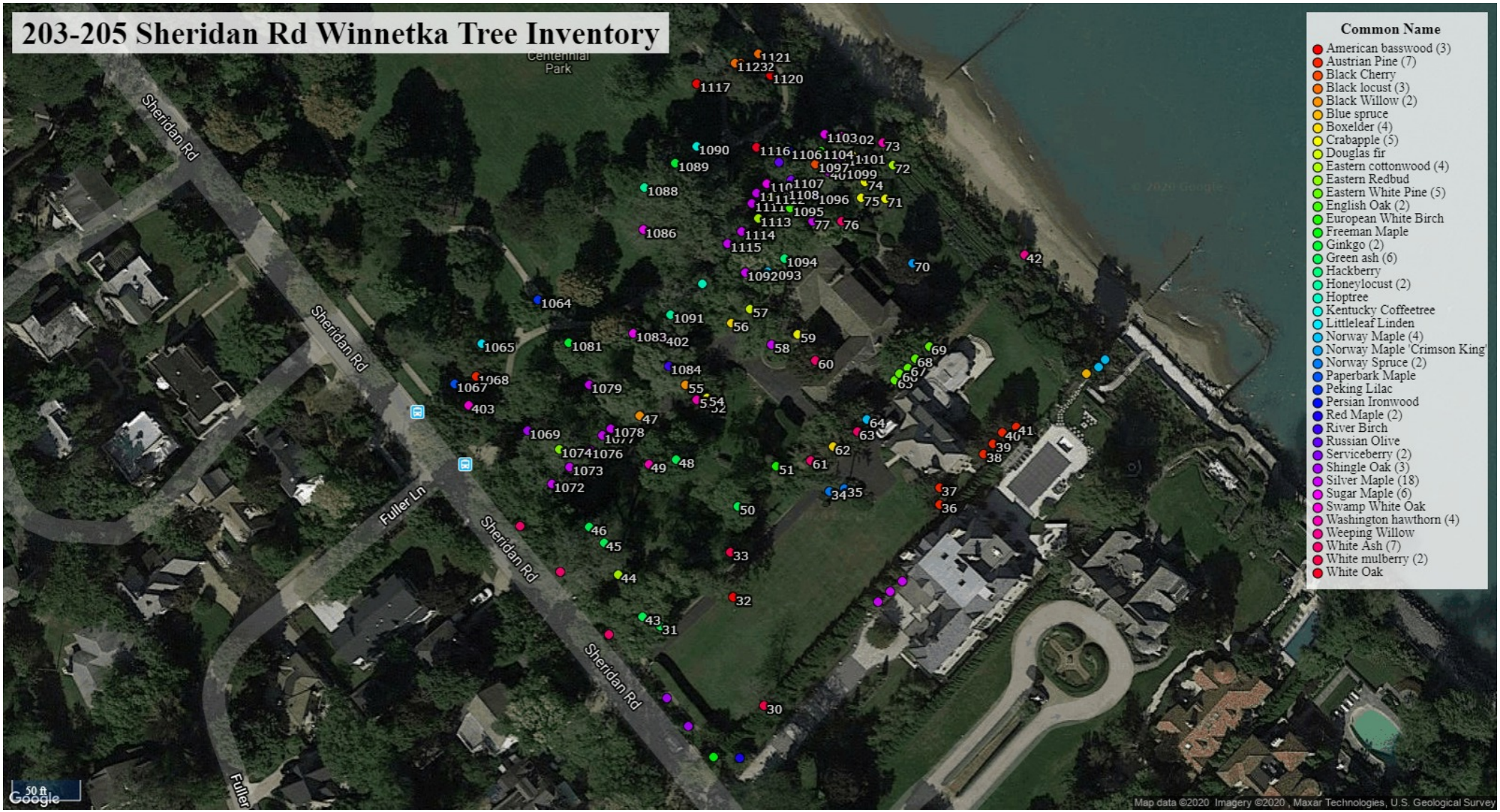
WINNETKA PARK DISTRICT

By: _____ - PRESIDENT 10/10/20

Attest: _____

EXECUTIVE DIRECTOR

10.10.2020


203-205 Sheridan Rd Winnetka Tree Inventory
Centennial Park
Sheridan Rd
Fuller Ln
Common Name
American basswood (3)
Austrian Pine (7)
Black Cherry
Black locust (3)
Black Willow (2)
Blue spruce
Boxelder (4)
Crabapple (5)
Douglas fir
Eastern cottonwood (4)
Eastern Redbud
Eastern White Pine (5)
English Oak (2)
European White Birch
Freeman Maple
Ginkgo (2)
Green ash (6)
Hackberry
Honeylocust (2)
Hoptree
Kentucky Coffeetree
Littleleaf Linden
Norway Maple (4)
Norway Maple 'Crimson King'
Norway Spruce (2)
Paperbark Maple
Peking Lilac
Persian Ironwood
Red Maple (2)
River Birch
Russian Olive
Serviceberry (2)
Shingle Oak (3)
Silver Maple (18)
Sugar Maple (6)
Swamp White Oak
Washington hawthorn (4)
Weeping Willow
White Ash (7)
White mulberry (2)
White Oak
50 ft
Google
Map data ©2020 Imagery ©2020 , Maxar Technologies, U.S. Geological Survey

WINNETKA PARK DISTRICT SUBDIVISION
OF WINNETKA PARK DISTRICT'S CENTENNIAL PARK

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

10' public utility easement
10.00
found cut "+" 4' Southwesterly on line extended
LOT 1
EWER'S CONSOLIDATION
DOC. 85195143 REC. 9-18-1985
342.85
S50° 58' 39"W 396.19 ± meas.
found iron pipe 342.85 Northeasterly on line
LAKE MICHIGAN
Centennial Park
SHERIDAN ROAD
N39° 37' 32"W 502.34
LOT 1
190,184 ± S.F.
(4.37 ± ACRES)
PARCEL 4
S43° 16' 31"E 452.65
LAKE MICHIGAN
Centennial Park
East line Sheridan Road
N44° 08' 21"E 407.88 meas.
N43° 45' 06"E 408.0 ± deed
19.63
edge of water September 4, 2020
edge of water at wall September 19, 2020
sheet pile wall
PARCEL 3
PART OF BLOCK 1
PHILLIPS PARTITION SUBDIVISION
64.24
S47° 00' 42"E 71.34 meas.
S47° 23' 57"E 71.0 ± deed
S49° 30' 45"E 68.86
found iron pipe on line 376.15 NE
found iron pipe 371.49 NE. & 0.4 NW
wood retaining wall
Southerly line Block 1 Phillips Partition Subdivision also being Northerly line of Britz's Resubdivision
411.67
N44° 22' 40"E 416.70 meas.
S43° 59' 22"W 417.0 ± deed
N48° 08' 33"E 20.07
steel jetty
S34° 11' 10"E 1.40
42.59
70.00
20.00
found cut "+" 4.0 SW
found cut "+" 3.76 SW
171.75
96°14'3" m. 96°00' r.
89°57'36" m. 90°00' r.
edge of water July 8, 2020
edge of water June 21, 1971 per Britz' Resubdivision
S46° 05' 38"E 140.91
S46° 59' 56"E 140.76
LAKE MICHIGAN
PARCEL 2
LOT 1
BRITZ'S RESUBDIVISION
DOC. 21768877 REC. 1-6-1972
LOT 2
BRITZ'S RESUBDIVISION
DOC. 21768877 REC. 1-6-1972
LOT 2
143,928 ± S.F.
(3.30 ± ACRES)
143.45
121.91
N39° 35' 37"W 313.45
found cut "+" 4.0 SW & 0.23 SE
90°16'19" m. 90°00' r.
184.62
248.31
44.44
432.93
96°15'37"
100.00
S88° 43' 16"E 96.20
steel jetty
PARCEL 1
LOT 10
R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION
DOC. 6786370 REC. 4-8-1920
S43° 30' 51"W 509.73
found cut "+" 4.19 SW & 0.15 SE
LOT 9
R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION
DOC. 6786370 REC. 4-8-1920

N
0' 15' 30' 60'
Scale 1" = 30'

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

SHEET 1 OF 2

S:\Project Folders - Shared\260 Winnetka\020 Orchard 205 Sheridan\260-020 SUBDIVISION.dwg, 11/20/2020 10:16:02 AM, DWG To PDF.pc3

WINNETKA PARK DISTRICT SUBDIVISION
OF WINNETKA PARK DISTRICT'S CENTENNIAL PARK

BEING A SUBDIVISION OF PART THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

WE "THE WINNETKA PARK DISTRICT", DO HEREBY CERTIFY THAT WE ARE THE OWNER(S) OF PART OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DAY OF _____, A.D. 20___.

_____ _____ OWNER _____ OWNER

_____ _____ ADDRESS _____ CITY _____ZIP

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I (WE) _____, AS OWNER OF THE PROPERTY DESCRIBED AS WINNETKA PARK DISTRICT SUBDIVISION OF WINNETKA PARK DISTRICT'S CENTENNIAL PARK, AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.
LOT NUMBERS 1 AND 2.

SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE ADJACENT CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND INDIVIDUALLY ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THE OWNERSHIP CERTIFICATE AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT FOR THE PURPOSE AND USE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF_____, 2020.

_____
NOTARY PUBLIC

MY NOTARIAL COMMISSION EXPIRES ON _____, 20__.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT THE_____, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED _____AND KNOWN AS TRUST NO. _____IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND NOT INDIVIDUALLY BUT AS SUCH TRUSTEE, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND THE SAID CORPORATION, NOT INDIVIDUALLY BUT
AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.
CITY DATE MONTH

_____, AS TRUSTEE UNDER TRUST NO. _____ AND NOT INDIVIDUALLY.

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT I (WE) _____, AS OWNER OF THE PROPERTY DESCRIBED AS WINNETKA PARK DISTRICT SUBDIVISION OF WINNETKA PARK DISTRICT'S CENTENNIAL PARK, AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH THE FOLLOWING LOTS LIE.
LOT NUMBERS 1 AND 2.

SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT 36 NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE ADJACENT CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND INDIVIDUALLY ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THE OWNERSHIP CERTIFICATE AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT FOR THE PURPOSE AND USE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF_____, 2020.

_____
NOTARY PUBLIC

MY NOTARIAL COMMISSION EXPIRES ON _____, 20__.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMONS ET AL SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 6, 1920 AS DOCUMENT 6766370, ALL IN COOK COUNTY, ILLINOIS

P.I.N. 05-21-412-008-0000
# 203 SHERIDAN ROAD
AREA = 47,617 ± S.F., = 1.09 ± ACRES

PARCEL 2: LOT 1 AND LOT 2 IN BRITZ' SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

P.I.N. 05-21-412-016-0000 = LOT 1
AREA = 21,787 S.F.
P.I.N. 05-21-412-017-0000 = LOT 2
# 205 SHERIDAN ROAD
AREA = 43,913 ± S.F.
TOTAL AREA = 1.51 ± ACRES

PARCEL 3: ALL THAT PART OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATE APRIL 24, 1901, BOUNDED ON THE WEST BY SHERIDAN ROAD AND ON THE EAST BY LAKE MICHIGAN AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 06 SECONDS EAST ALONG A LINE, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN, THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-21-412-006-0000
# 246 SHERIDAN ROAD
AREA = 29,022 ± S.F., = 0.67 ± ACRES

PARCEL 4: LOT 6 IN RESUBDIVISION OF BLOCKS 1, 2, 3, AND 4 AND THE VACATED STREET KNOWN AS BELLEVIEW PLACE, LYING BETWEEN BLOCKS 1 AND 2 ON THE EAST AND BLOCKS 3 AND 4 ON THE WEST IN LAKE SHORE SUBDIVISION IN THE VILLAGE OF WINNETKA, IN THE FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO, BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATED APRIL 24, 1901, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 06 SECONDS EAST ALONG A LINE, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN, THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-21-412-005-0000
250 SHERIDAN ROAD
P.I.N. 05-21-412-004-0000
# 260 SHERIDAN ROAD
AREA = 190,184 ± S.F., = 4.37 ± ACRES

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

PER FLOOD INSURANCE RATE MAP, PANEL NUMBER 17031C0255J EFFECTIVE DATE AUGUST 19, 2008, A PORTION OF THE ABOVE-MENTIONED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE AE) LOCATED ALONG THE SHORES OF LAKE MICHIGAN.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WINNETKA, ILLINOIS, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED.

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

DATED THIS ____ DAY OF _____, A.D. 20___.

_____
I.P.L.S. # 3591
LICENSE EXPIRATION DATE 11/30/2022

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS THIS ____ DAY OF _____,20___.

_____
VILLAGE ENGINEER

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, _____, COLLECTOR OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT VILLAGE OF WINNETKA, COOK COUNTY ILLINOIS THIS ____ DAY OF _____, A.D. 20___.

_____
VILLAGE COLLECTOR, WINNETKA, IL.

WATER AND ELECTRIC DEPARTMENT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE DIRECTOR OF WATER AND ELECTRIC DEPARTMENT OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____, DAY OF _____A.D. 20___.

BY: _____
WATER AND ELECTRIC DIRECTOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20___.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
CLERK

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE
"THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

THIS ____ DAY OF _____, A.D. 20___.

BY: _____ (DISTRICT ENGINEER)

NAME:

BY: _____ (DISTRICT ENGINEER)

NAME: _____

DEPARTMENT OF NATURAL RESOURCES CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF SANGAMON)

APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF ILLINOIS INSOFAR AS THIS SUBDIVISION PLAT, SHOWING LANDS BORDERING UPON OR INCLUDING PUBLIC WATERS OF THE STATE OF ILLINOIS, RELATES TO THE PROVISIONS OF 615 ICLS 5/7, "AN ACT IN RELATION TO THE REGULATION OF RIVERS, LAKES AND STREAMS OF THE STATE OF ILLINOIS" APPROVED JUNE 10, 1911, AS AMENDED, REQUIRING REVIEW AND APPROVAL BY SAID DEPARTMENT AS TO THE BOUNDARY LINE BETWEEN PRIVATE INTERESTS AND PUBLIC INTERESTS.

DATED AT SPRINGFIELD, ILLINOIS, THIS ____ DAY OF _____, A.D. 20___.

BY: _____ (DIRECTOR)

NAME: _____

PERMISSION TO RECORD CERTIFICATE

STATE.OF ILLINOIS) S.S.
COUNTY OF LAKE)

I, JACK R. BLECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3591, DO HEREBY GRANT PERMISSION TO THE VILLAGE OF WINNETKA AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT WITH THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

DATED THIS ____ DAY OF _____, A.D. 20___.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR

PLAT SUBMITTAL AND RETURN TO ADDRESS:

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT
510 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

SURVEYORS NOTES:

1. BASIS OF BEARINGS: ILLINOIS STATE PLANE - EAST ZONE.
2. EXISTING IMPROVEMENTS ARE NOT SHOWN.

OWNER INFORMATION:
NAME: _____
ADDRESS: _____
CITY:_____ STATE: _____ ZIP: _____

OWNER INFORMATION:
NAME: _____
ADDRESS: _____
CITY:_____ STATE: _____ ZIP: _____

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

SHEET 2 OF 2
Revised 12/8/20 Owners Certificate

Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

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PLAT OF SURVEY

PARCEL 1: LOT 10 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PARTS OF LOTS 2, 3 AND 4 OF SIMONS ET AL SUBDIVISION OF A PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION PLAT OF SAID R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION RECORDED APRIL 6, 1920 AS DOCUMENT 6766370, ALL IN COOK COUNTY, ILLINOIS

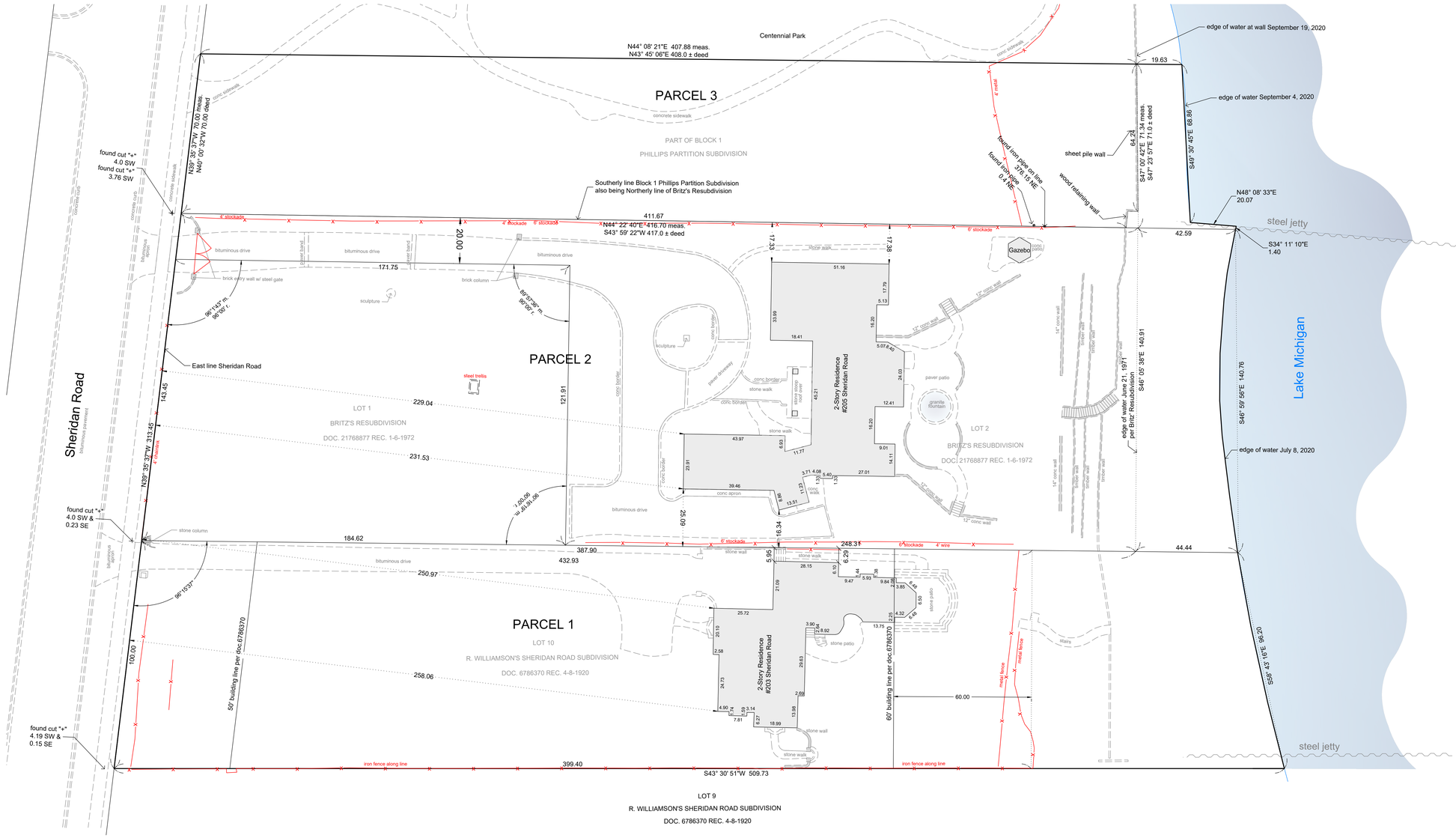
P.I.N. 05-21-412-008-0000
# 203 SHERIDAN ROAD
AREA = 47,617 ± S.F., = 1.09 ± ACRES

PARCEL 2: LOT 1 AND LOT 2 IN BRITZ' SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877.

P.I.N. 05-21-412-016-0000 = LOT 1
AREA = 21,787 S.F.
P.I.N. 05-21-412-017-0000 = LOT 2
# 205 SHERIDAN ROAD
AREA = 43,913 ± S.F.
TOTAL AREA = 1.51 ± ACRES

PARCEL 3: ALL THAT PART OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATE APRIL 24, 1901, BOUNDED ON THE WEST BY SHERIDAN ROAD AND ON THE EAST BY LAKE MICHIGAN AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 06 SECONDS EAST ALONG A LINE, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN, THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 05-21-412-006-0000
# 225 SHERIDAN ROAD
AREA = 29,022 ± S.F., = 0.67 ± ACRES



PLAT IS VOID IF IMPRESSED SEAL DOES NOT APPEAR

STATE OF ILLINOIS } S.S.
COUNTY OF LAKE }

NOTE: ONLY THOSE BUILDING LINES OR EASEMENTS SHOWN ON THE RECORDED SUBDIVISION PLAT ARE SHOWN HEREON; CHECK LOCAL ORDINANCES BEFORE BUILDING. COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

ON BEHALF OF BLECK ENGINEERING COMPANY, INC., I, JACK R. BLECK, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE ABOVE CAPTION WAS SURVEYED AND STAKED BY ME, OR UNDER MY DIRECTION, AND THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT LAKE FOREST, ILLINOIS, THIS 10TH DAY OF NOVEMBER A.D., 2020.

BY _____
REGISTERED ILLINOIS LAND SURVEYOR NO. 3591

N
0' 10' 20' 40'
Scale 1" = 20'

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
R = radius
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet

Project # 260-020

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

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ATTACHMENT D

PLAT OF SURVEY

Lot 6 in ReSubdivision of Blocks 1, 2, 3, and 4 and the vacated street known as Belleview Place, lying between Blocks 1 and 2 on the East and Blocks 3 and 4 on the West in Lake Shore Subdivision in the Village of Winnetka, in the Fractional Section 21, Township 42 North, Range 13 East of the Third Principal Meridian. Also Block 1 in Phillips Partition Subdivision in the Fractional Southeast Quarter of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, as per plat attached to the report of the Commissioners in Partition appointed by decree of the Superior Court of Cook County, dated April 24, 1901.

Scale: 1" = 40.00'

EWERS CONSOLIDATION
Recorded September 18, 1985 as Document No. 85195143.

Found Fence Post 2.61' Northwest.
Fence Post 53.13' Southeast.
Fence Post 39.04' Southeast.
Found 1/2" Iron Pipe 343.68' Northeast & on line.
N51° 19' 44" E 343.70'
Found Cross Cut 4.00' Southwest.
Found Traverse Cross Cut 5.86' Northeast.
Found 3" Fence Post 0.95' Northeast & 0.08' Northwest.
Found Cross Cut 3.96' Southwest & 0.17' Northwest.
Found Cross Cut 3.94' Northeast.
Fence Post 1.94' Southeast.
Found Traverse Cross Cut 2.17' Southwest & 54.00' Southeast.
70.00'
SHERIDAN ROAD
N39° 00' 00" W 572.30'
Found Cross Cut 4.06' Northeast.
Found Cross Cut 4.02' Northeast & on line.
Found Cross Cut 6.75' Northeast & 0.06' Southeast.
Set Cross Cut 4.00' Southwest & on line.
FULLER LANE
"CENTENNIAL PARK"
Found Cross Cut 0.25' Northwest & 3.70' Southwest.
Fence Post 1.96' Southeast.
Found 3/4" Iron Pipe 371.56' Northeast & 0.31' Northwest.
Found 3/4" Iron Pipe at the top of Bluff.

Wrought Iron (Aluminum) Fence
Chain Link Fence
Pavement
Asphalt
Concrete
Walk
Brick
Stockade
Fence
TOP OF BLUFF
BOTTOM OF BLUFF
SLOPE
Edge of the Lake as of June 26, 2009

AREA:
194,756.3524 ☐
(4.4709 Acres)
(To the top of the Bluff)

BRITZ'S RESUBDIVISION of LOT 11
Recorded January 6, 1972 as Document No. 21768877.
376.00'
S44° 59' 11.5" W

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

Notes:
1. This plat is subject to the conditions and restrictions as shown on the title insurance policy. A copy of a current title insurance policy should be obtained when using this plat.
2. All survey points should be compared on the ground and with one another before building by same and any descrepancies be reported immediately to this firm.
3. No dimensions or angles hereon to be assumed by scaling. Distances noted hereon are in feet and decimal parts thereof.
4. Any information relative to utilities or elevations hereon are taken from available records, unless otherwise noted.

NOTE: Bearings are based on localized system.

DANIEL CREANEY COMPANY
CONSULTING CIVIL ENGINEERS
450 SKOKIE BLVD. SUITE 105
NORTHBROOK, ILLINOIS
(847) 480 - 5757
FAX (847) 480 - 7209

BOOK: _____
JOB NO.: 6398
SHEET 1 OF 1

STATE OF ILLINOIS
COUNTY OF COOK SS

I, Jeffrey D. Carlson, do hereby certify that I, have surveyed the property as described in the above caption and that the Plat hereon drawn is a correct representation of said survey. I further state that this professional service conforms to current Illinois minimum standards for a boundary survey. The work was performed for W. P. D. and the field work was completed on July 15, 2009.

Northbrook, Illinois August 1, 2011

JEFFREY D. CARLSON 2538 PROFESSIONAL LAND SURVEYOR OF ILLINOIS

Jeffrey D. Carlson
Illinois Professional Land Surveyor No. 2538

My Illinois Professional Land Surveyor License expires November 30, 2010

ATTACHMENT E

October 10, 2020

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Re: Winnetka Park District
Exchange of 261 Sheridan Road for the South 70 of Centennial Park

Dear Council Members and Commission Members:

We reside at [redacted] Lincoln Street, Winnetka, Illinois and we have reviewed the proposed exchange involving 261 Sheridan Road for the South 70 feet of Centennial Park. We are very excited to learn that Elder Lane Park and Centennial Park will finally be connected, a long-term goal of the Elder Lane Park and Centennial Park Master Plan. We look forward to the increased and easier lake front access and improved beach use. We believe that this proposal will benefit the entire community and we encourage you to support and approve it.

Very truly yours,

[redacted]

Arthur Hill

[redacted]

Susan Hill

Vegosen Family
[redacted] Linden Street
Winnetka, IL 60093

October 10, 2020

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Re: Winnetka Park District
Exchange of 261 Sheridan Road for the South 70 of Centennial Park

Dear Council Members and Commission Members:

We reside at [redacted] Linden Street, Winnetka, Illinois and we have reviewed the proposed exchange involving 261 Sheridan Road for the South 70 feet of Centennial Park. We are very excited to learn that Elder Lane Park and Centennial Park will finally be connected, a long-term goal of the Elder Lane Park and Centennial Park Master Plan. We look forward to the increased and easier lake front access and improved beach use. We believe that this proposal will benefit the entire community and we encourage you to support and approve it.

Moreover, it is concerning to imagine any Winnetka residents be against such an improvement. During these uncertain times, the Village would be wise to welcome with open arms all affluent, philanthropic, and well-liked families who wish to call Winnetka their home and add value to our lakefront and tax base. Your speedy approval should truly be a no brainer of a decision.

Very truly yours,

[redacted]

Jared Vegosen

[redacted]

Christy Vegosen

GCP | GERCHEN CAPITAL PARTNERS

October 9, 2020
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: Winnetka Park District Exchange of 261 Sheridan Road for the South 70 Feet of Centennial Park

Dear Council Members and Commission Members,

My name is Adam Gerchen, and I, along with my wife, Alexandra, and three children, Ava, Poppy, and Gideon, reside at [redacted] Mount Pleasant Street in Winnetka. We have reviewed the proposed exchange involving 261 Sheridan Road for the South 70 feet of Centennial Park. We are excited to learn that Elder Lane Park and Centennial Park will finally be connected, which we understand to have been a long-term goal of the Master Plan.

The myriad of parks available in Winnetka is one of the things that makes our community so special. My wife and I first decided to move to Winnetka in 2012 because we would bring our dog, Otter, to visit Centennial Park. As we began to have children, Elder Lane Park became a frequent stop in order to run on the fields and climb throughout the playground. We have always thought the two parks being connected would make for a truly unique expanse along the lake, one that exists virtually nowhere else on the North Shore.

We believe this proposal will benefit the entire community, and we would encourage you to support and approve it.

If we can answer any questions for the Members, or be helpful in any other way, please do not hesitate to reach out to us.

Sincerely,

[redacted]

Adam Gerchen
Managing Partner