



Village of Westmont

31 West Quincy Street, Westmont, Illinois 60559

villageboard@westmont.il.gov

westmont.illinois.gov | 630-981-6200

LEGAL NOTICE / PUBLIC NOTICE VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION MEETING AGENDA

The Village of Westmont Planning and Zoning Commission will hold its regular meeting on Wednesday, February 12, 2025 at 6:00 PM, at the Village of Westmont, 31 W. Quincy St., Westmont, IL 60559.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Swearing-in of New Commissioner John F. Simpson IV
5. Swearing-in of testifying attendees
6. Roll Call of newly constituted Planning and Zoning Commission
7. Reminder to Silence All Electronic Devices
8. Reminder to Sign-In for Any Public Testimony
9. Approval of Minutes
 - a. Approval of the Minutes of the January 8, 2025 regular meeting
10. Review of Public Hearing Procedures
11. Old Business
12. New Business
 - a. PUBLIC HEARING PZC 001-2024
Requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:
 1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
 2. A Zoning Ordinance Variance request to the minimum required access easement width.
13. Open Forum

The public comment rules and procedures are set forth in Chapter 2, Section 2-66 of the Westmont Code of Ordinances. Public comment is allowed for matters of public concern that are not on the agenda. Public comment is limited to 3 minutes per speaker.

14. Miscellaneous

- a. General Updates - Next PZC on March 12, 2025

15. Adjourn

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 4:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting. Listen Everywhere, an assistive listening, mobile app, is now available to visitors attending Board and Commission Meetings held in the Village Hall Board Room.

<https://westmont.illinois.gov/581/ADA-Listen-Everywhere>



Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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Village of Westmont Planning & Zoning Commission **January 8, 2025- Draft Minutes**

The Village of Westmont Planning and Zoning Commission held its regular meeting on Wednesday, **January 8, 2025 at 6:00 p.m.**, at the Westmont Village Hall located at 31 W. Quincy Street, Westmont, Illinois 60559.

Chair Doug Carmichael led in the following:

1. **Call to Order**
2. **Roll Call**

Present: 5 - Chair Doug Carmichael, Secretary Jill Peterson, Commissioners Chris Lavoie, Michael Lynn, Craig, Thomas
Absent: 1 - Commissioner Boyar Zekiri
Vacancy: 1

Staff: Scott Williams (Senior Planner), Adam Walsh (Planner), John Zemenak (Village Attorney)

3. **Pledge of Allegiance**
4. **Swearing-in of testifying attendees**
5. **Reminder to silence all electronic devices**
6. **Reminder to sign-in for any public testimony**
7. **Approval of the Minutes of the **December 11, 2024** regular meeting.**

MOTION by **Thomas** to approve the regular meeting minutes on **December 11, 2024**.

Seconded by **Lavoie**.

VOTING:

Ayes: 5 - Carmichael, Peterson, Lavoie, Lynn, Thomas
Nays: 0
Absent: 1 - Zekiri
Vacant: 1

Motion Passed

8. **Review of Public Hearing Procedures**
9. **Old Business**
None.

10. New Business

a. PUBLIC HEARING PZC 033-2024

A request from Cass Avenue Properties, LLC, d/b/a Dolce Vita Day Spa (Petitioner and Owner),



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and Salon Smith, LLC, d/b/a Salon Four (Petitioner), for the property at 216 North Cass Avenue, Westmont, Illinois, 60559, for the following:

- 1) Special Use Permit to allow both petitioners to operate a barbershop and beauty parlor, located on the ground floor, in the B-1 Limited Business District.

Presentation:

Szymon Gomula and Jessica Smith, the petitioners, presented the case. Gomula, the owner of Dolce Vita Day Spa, explained the history of the business, the services they offer, and the reason for their planned expansion. He noted that in the subject property, he plans to expand their massage services in the back of the space and rent the front room to Salon Four. Gomula also noted future plans to enhance the storefront and improve the rear of the property. Smith, the owner of Salon Four, provided an overview of her experience, the history and business model of Salon Four, and her plan for the front room in the subject property.

Staff Comment:

Scott Williams, Senior Planner, presented the staff report. Williams explained that the property was at one time a split-level mixed-use building, but was most recently used as a storage space. He highlighted the services of the petitioner's businesses, the number of employees, and hours of operation. Williams explained that since Dolce Vita Day Spa plans on leasing some of their space to Salon Four, they were able to jointly apply for one special use permit instead of two. He also explained that the future plans Gomula noted during his presentation are not a part of the request before the Commission, but have been submitted to staff for review as a part of the Downtown Incentive Program (DIP).

Chair Carmichael asked staff if the bars on the windows were to be removed, if the petitioner would need to come back in for an approval. Williams answered that a minor change like that would not likely require a site and landscaping plan approval.

Public Comment:

None.

Commissioner Comments:

Lynn: Commissioner Lynn asked the petitioners to confirm that they were separate businesses sharing the subject property. Gomula and Smith replied yes.

Lavoie: Commissioner Lavoie expressed support for the request.

Thomas: Commissioner Thomas voiced support for the project, noting that it keeps businesses in the Downtown.

Peterson: Secretary Peterson asked if the petitioners plan to put signage on the building for both businesses. Smith responded that she is thinking about a small projecting sign or window signage. Gomula answered that he does not have a plan at the moment, but may install one down the line.

Peterson asked for clarification on the potential facade improvements. Williams and Gomula answered



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that a DIP application has been submitted and is in review with Community Development Director Joseph Hennerfeind.

Peterson asked where the employees for Dolce Vita Day Spa park. Gomula explained that there is a gravel parking lot behind their current facility at 220 North Cass Avenue, an asphalt parking lot directly north of their building, and a two-car garage exists on the subject property. He estimated that they have a capacity to fit around 16 cars. Peterson asked where the customers typically park. Gomula explained that the parking behind the building is usually used by employees and that customers use the on-street spaces or public parking lots.

Carmichael: Chair Carmichael asked if a change in use would trigger the need for fire sprinklers. Williams clarified that sprinklers are outside of the scope of the Commission, but will be addressed at the time of permitting by the Fire Department.

Carmichael asked what Salon Four's timeline is to open in the subject property. Smith answered that they are renting space temporarily in Ogden Avenue. Formula added that they hope to move in by April 1st.

MOTION 1

Motion by **Thomas** to recommend to the Village Board of Trustees to approve a request from Cass Avenue Properties, LLC, d/b/a Dolce Vita Day Spa (Petitioner and Owner), and Salon Smith, d/b/a Salon Four (Petitioner), for the property located at 216 North Cass Avenue, Westmont, Illinois, 60559 for a ***Special Use Permit to allow both petitioners to operate a barbershop and beauty parlor, located on the ground floor, in the B-1 Limited Business District.***

Second by **Lavoie**.

VOTING 1

Ayes: 4 - Carmichael, Lavoie, Lynn, Thomas
Nays: 1 - Peterson
Absent: 1 - Zekiri
Vacant: 1

Motion Passed

11. Open Forum

Nobody spoke during the Open Forum.

12. Miscellaneous Items

a. Note: Any person

b. General Updates

1. Staff Reports Update and Discussion

Williams explained that staff is looking to update the format and content of staff reports to be more direct



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and still educate and inform the reader. He explained the format of the current staff reports, followed by an overview of staff reports from the Village of Lisle, City of Elmhurst, and City of Naperville. Williams began the discussion by asking the Commission if there are any sections in the staff reports that they do not find useful.

Carmichael said that he prefers having paper applications and finds them to be useful while preparing for and participating in the meeting. He added that he does not find the legal notice and application to be needed in the packet. Williams explained that it is best practice to include the legal notice and application as an attachment to keep as a public record of the documents, but staff can see how attachments can include only relevant documents.

Peterson agreed with Carmichael that the attachments could be reduced, but finds that the reports are full of useful information.

Walsh noted that staff has been working on reformatting the PZC application from one larger document to multiple smaller ones for each request, which will be shorter than the current one.

John Zemenak, Village Attorney, asked if documents like the legal notice and application could be posted online, but not be included in the packets. Williams replied that with the new Agenda Center, staff has greater discretion over how documents are uploaded to the Village's website.

Lavoie explained that sometimes the staff report can spark a discussion that is unrelated to the scope of the Commission, and asked if the reports can remove information that is unrelated to the request. Lavoie expressed support for greater consistency in images and the request before the Commission.

Williams asked if the visuals like the aerials, Google Street View, and zoning map are useful. Peterson and Lynn said they find them to be beneficial. Lavoie explained that in the Village of Downers Grove, the site plans show the surrounding buildings, which help give a better understanding of how the proposal fits into the neighborhood.

Lynn asked if the Village requires hard copies for applications. Williams replied that yes, hard copies are currently required, but with new applications, electronic submissions will be accommodated.

Zemenak brought up the topic of staff recommendations or concerns, which he found helpful, but Village staff has been instructed to not include recommendations. Lavoie expressed support for including staff recommendations.

Walsh asked the Commission about their opinion towards the Comprehensive Plan section of the staff report. He noted that the examples provided briefly relate the request to the Plan, if at all, while the village's staff reports can write up to a few paragraphs on it. Williams added that staff often includes direct quotes from the Comprehensive Plan in their reports. Peterson answered that she looks at the Plan anyways, but appreciates when it is included in the report. Thomas found what staff provides is enough information, but not too much that it gets confusing.

Lavoie gave an example of a site and landscaping plan that was not built to the elevations in the request.



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He brought it up to ask staff to include accurate information. Williams responded that staff could include only the documents that will be approved instead of all documents that are submitted as a part of the application. Lynn questioned how requiring more specific architectural details during the site and landscaping plan would make the Commission more of a Homeowners' Association board. Zemenak explained that HOAs and the Village can record covenants that have architectural standards, but the Village often does not.

Williams explained to the Commission that the Village would like to go paperless with the meeting packets, noting that the Village Board has been paperless for a few years. He asked if the Commissioners are able to do their review digitally from their home or if a device would need to be provided to each of them. Peterson asked how Freedom of Information Act (FOIA) requests can relate to her personal computer. Zemenak explained that a FOIA request would only provide documents that relate to official business, not personal emails.

Lynn asked what the devices would be if the Village was to supply them. Williams stated that it could be a small laptop or tablet, but it depends on budgeting, the needs of the Commission, and the like. Carmichael asked what devices the Village Board uses. Williams believed that they have Village-issued devices. Thomas asked what the timeline is. Williams responded that there is not one, as staff is at the beginning of the process of thinking about what is needed to go paperless.

2. Next PZC on February 12, 2025

13. Adjourn

Motion by **Lavoie** to adjourn the meeting.
Seconded by **Thomas**.

The motion carried on a unanimous voice vote.

Meeting adjourned at 7:06 p.m.



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: February 12, 2025

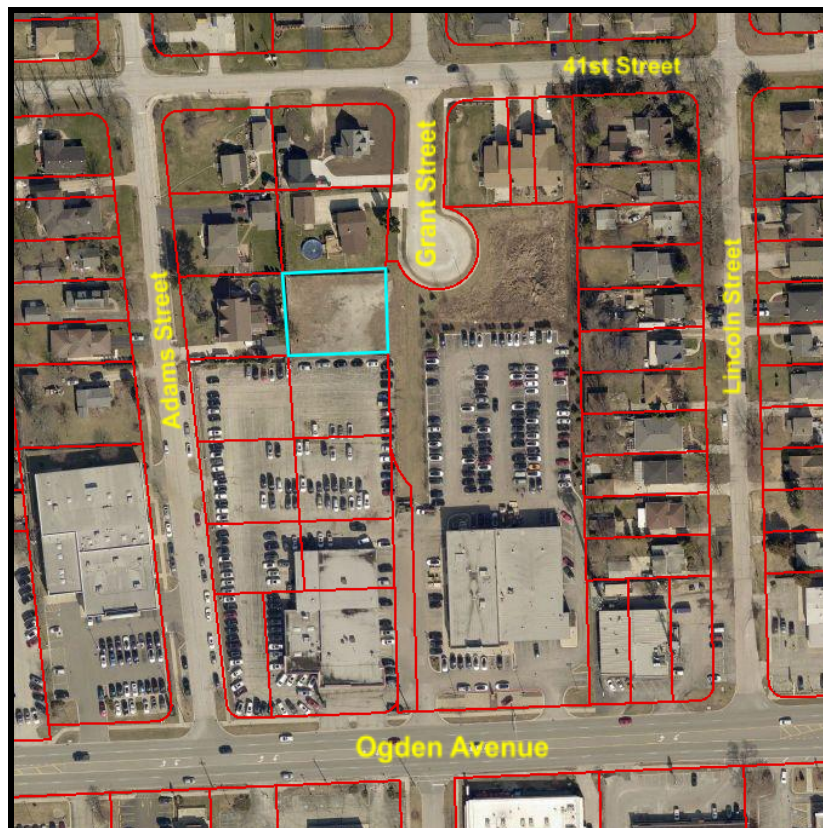
PZC 001-2024

TITLE: Requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:

1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
2. A Zoning Ordinance Variance request to the minimum required access easement width.

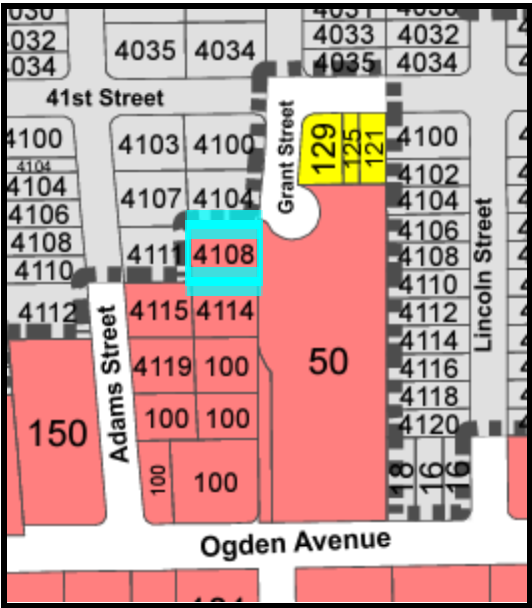
I. BACKGROUND OF ITEM

- A. Location: 4108 North Grant Street is located at the end of a cul-de-sac between Ogden Avenue and 41st Street with no direct access to a public street. The site is currently vacant with no improvements. The last known use that occupied the property was a single-family detached residence, which was demolished prior around 2007. The lot is approximately 100' by 122', with an area of 12,1967 square feet, or 0.28 acres of land.



Aerial Map - 4108 North Grant Street (source: DuPage County Parcel Viewer)

B. Zoning Designations:



Zoning Map - 4108 North Grant Street

Zoning Designation	
Subject Property	B-2 General Business District
North	Unincorporated DuPage County (R-4 Single Family)
South	B-2 General Business District
East	B-2 General Business District
West	Unincorporated DuPage County (R-4 Single Family)

C. Neighborhood Characteristics

The lot is located in the Liberty Park, 1st Addition Subdivision, which was recorded in 1925. It is at the edge of the Village, bordering the unincorporated residential community commonly known as Liberty Park to the north and west. The property is also bordered by the Ogden Lincoln of Westmont dealership to the south and the Tesla dealership to the east.



Street View - 4108 North Grant Street (January 28, 2025)

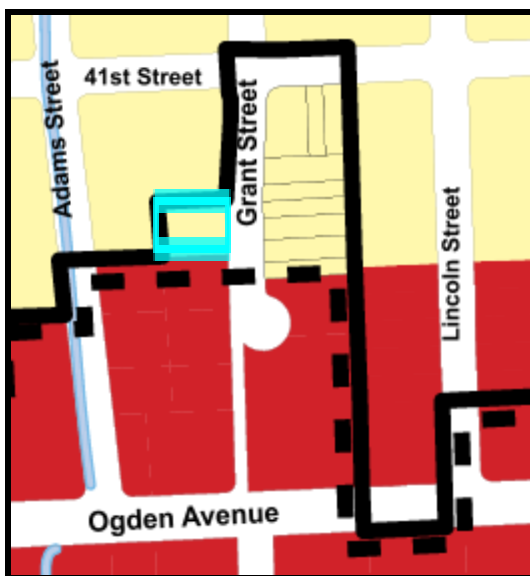
II. PETITIONER REQUEST:

The petitioner is requesting to rezone the subject property from B-2 General Business District to R-3 Single-Family Detached Residence District. The petitioner is also requesting relief from the minimum adequate permanent access easement from 30 feet to 20 feet.

III. ZONING ANALYSIS

A. Comprehensive Plan Designations

The current zoning district of the property is B-2 General Business District, which allows for a wide variety of retail, restaurant, and service uses. The Comprehensive Plan's Land-use Plan designates the future land use in this area as Single Family, existing outside of the Ogden Commercial subarea (dashed lines).



Land-use Map - 4108 North Grant Street
(depicted prior to the roadway improvements)

Land-use Designation	
Subject Property	Single Family
North	Single Family
South	Corridor Commercial
East	Single Family
West	Single Family

B. Previous Approvals

In 2007, the property was annexed into the Village of Westmont. The property owner at the time, Ogden Auto Group, also requested a Map Amendment (rezoning) from R-1 Single Family Detached Residence to B-2 General Business District, a Special Use Permit for an automobile dealership, and a site and landscape plan for a parking lot. These requests were ultimately approved by the Village in 2007 under Or. 07-09,10, & 11. The site plan for the proposed parking lot at the time was approved with a special condition for no access to the residential neighborhood on Grant Street. Ultimately, the proposed improvements never materialized and the property owner is no longer affiliated with the Ogden Auto Group or the properties to the south. However, some of the required easements for the proposed improvements were granted including a utility easement to Adams Street as shown on document R2007-127325. A 60' stormwater easement that encumbers a large portion of the property that would likely need to be properly vacated.

C. Entitlement Request

The petitioners have provided project narratives and supporting documentation for the following

request, including the necessary responses to the variance standards. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District

When considering a rezoning, the Comprehensive Plan is the first priority. The request to rezone the property from B-2 General Business to R-3 Single-Family Detached Residence is in compliance with the proposed land-use plan as previously detailed. The second consideration is consistency with adjacent zoning, as to avoid issues of neighborhood incompatibility or spot zoning. In this case, adjacent properties to the south and east are zoned B-2 General Business while the properties to the north are located in unincorporated DuPage County as R-4 Single Family. The rezoning to R-3 Single Family Detached Residence would be consistent with the single family zoning to the north. Additionally, if the properties to the north were to be annexed into the Village of Westmont the default zoning that would be granted is R-3 Single-Family Detached Residence.

2. A Zoning Ordinance Variance request to the minimum required access easement width.

Appendix A, Section 4.08 requires that all lots have adequate access from a public street. In lieu of direct access to a public street, a permanent easement may be utilized with a minimum width of thirty (30) feet. The subject property does not have direct access to a public street, but does have a permanent access easement through the neighboring property at 50 West Ogden Avenue (see attached). However the access easement only has a width of twenty (20) feet. Therefore, prior to any proposed building improvements on the property, the petitioner must either request relief or obtain a larger access easement.

The variance request must be considered to the standards for variations, which are noted below:

Standards for variations 13.07(D):

- (1) The planning and zoning commission shall not recommend a variation to the regulations of this comprehensive amendment as authorized herein unless it shall have made findings of fact based upon the evidence presented to it in each specific case that:*
 - (a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;*
 - (b) The plight of the owner is due to unique circumstances; and*
 - (c) The variation, if granted, will not alter the essential character of the locality.*
- (2) For the purpose of implementing the above rules, the planning and zoning commission shall also, in making its recommendations whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:*
 - (a) The particular physical surroundings, shape or topographical features of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.*
 - (b) The conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification.*
 - (c) The purpose of the variation is not based exclusively upon a desire to make more money out of the property.*
 - (d) The alleged difficulty or hardship has not been created by the owner of the property.*
 - (e) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.*
 - (f) The proposed variation will not impair an adequate supply of light and air to adjacent*

property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair the property values within the neighborhood.

IV. SUMMARY

Previous approvals for additional auto dealership parking in 2007 never materialized. However, the property has retained B-2 General Business District zoning with no direct access to a public right of way. The petitioner is requesting to rezone the subject property from B-2 General Business District to R-3 Single-Family Detached Residence District. The petitioner is also requesting a variance from the minimum adequate and permanent access easement from 30 feet to 20 feet.

V. LEGAL

- A. Notification: A legal notice was published in Westmont Suburban Life on January 23, 2025
- B. Code References: Appendix A, Sections 4.08; Section 5.01; Section 5.02; Sections 13.07 and; Sections 13.11.
- C. Other Action: The recommendation made by the Planning and Zoning Commission will be referred to the Village Board for a final decision.

VI. DOCUMENTS ATTACHED:

- 1. Publication notice appearing in the January 23, 2025 Westmont Suburban Life.
- 2. Document R2016-108015 (Recorded Access Easement)
- 3. Document R2007-127325 (Recorded Plat of Easement)
- 4. Petitioner Attachments received January 31, 2024 (Edited for PZC):
 - a. Planning and Zoning Development Application
 - b. Project Narrative and responses to the Variance Standards revised on August 29, 2024
 - c. Boundary Survey by Exacta dated November 28, 2022
 - d. Document R2022-093076 (Recorded Warranty Deed)

Certificate of the Publisher

Westmont Suburban Life

Description: K4K VARIANCE & MAP AMEND
2220153
ADAM WALSH

VILLAGE OF WESTMONT
31 W QUINCY ST
WESTMONT IL 60559

Shaw Media certifies that it is the publisher of the Westmont Suburban Life. The Westmont Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westmont, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 01/23/2025

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westmont, Illinois, on 23rd day of January, A.D. 2025

Shaw Media By:



Laura Shaw, Publisher

Account Number 10074602

Amount \$0.00

PUBLIC NOTICE
LEGAL NOTICE /
PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING
COMMISSION

NOTICE OF PUBLICATION
NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, February 12, 2025 at 6:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:

1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
2. A Zoning Ordinance Variance request to the minimum required access easement width.

Village Code(s) Applicable: Appendix A, Sections 4.08; Appendix A, Sections 13.07 and Sections 13.11; Appendix A, Section 5.01 and Section 5.02

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 8:00 A.M. to 4:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting. All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION
Doug Carmichael,
Chairperson

(Published in Westmont Suburban Life January 23, 2025) 2220153

PLAT

FRED BUCHOLZ

Du Page County Recorder

421 North County Farm Road - Wheaton IL 60187
(630) 407-5400

DATE OF
INSTRUMENT: 6/9/07

☐ CASH
☐ CHECK



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUL 10, 2007

1:22 PM

PLAT

09-04-220-009

000 PAGES

R2007-127325

☒ CREDIT CARD #140

DOCUMENT TYPE:

☐ SUBDIVISION

☐ ANNEXATION

☐ VACATION

☐ DEDICATION

☐ ORDINANCE

☒ EASEMENT

☐ DECLARATION

☐ RESOLUTION

☐ _____

TITLE: _____

1ST PARTY: 10220, MARC

2ND PARTY: WESTMONT, VILL OF; COMED;
SBC, NICOR, COMCAST

LEGAL DESCRIPTION: PT L3 B "1" 1st ADD
LIBERTY PK

SEC. 4

TWP. 38

RANGE 11

PIN NO. 09-04-220-009;

UNIT NO. _____

09-04-220-010; 004

SUBMITTED BY: KRIS

BOOK /

PAGE /

NUMBER OF PAGES 1

ACCOMPANYING PAPERS: _____

☐ YES

☒ NO

MAIL TO: KRIS KELLY

1016 ASH FORD LN

WESTMONT, IL 60559

PLAT OF EASEMENT

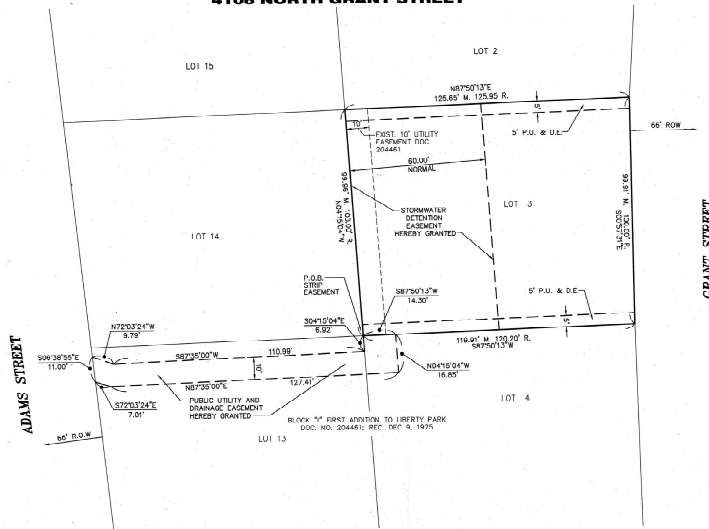
FOR
STORM WATER DETENTION EASEMENT
THE WEST 80 FEET OF LOT 3 IN BLOCK "T" FIRST ADDITION TO LIBERTY PARK, A SUBDIVISION OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH PUBLIC UTILITY AND DRAINAGE EASEMENT:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE SOUTH 04 DEGREES 15 MINUTES 04 SECONDS EAST, A
DISTANCE OF 4.00 FEET, THENCE NORTH 87 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE
NORTH 72 DEGREES 03 MINUTES 24 SECONDS WEST, A DISTANCE OF 9.79 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF
ADAMS STREET, THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS STREET, A BEARING OF SOUTH 04 DEGREES 15
MINUTES 04 SECONDS EAST, A DISTANCE OF 11.00 FEET, THENCE SOUTH 72 DEGREES 03 MINUTES 24 SECONDS EAST, A
DISTANCE OF 11.00 FEET, THENCE NORTH 87 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE
NORTH 04 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 16.00 FEET, TO THE SOUTH LINE OF SAID LOT 3, THENCE
WESTERLY ALONG SAID SOUTH LINE, A BEARING OF SOUTH 87 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 14.30
FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

AND ALSO:
THE NORTH 5.00 FEET OF LOT 3 IN BLOCK "T" FIRST ADDITION TO LIBERTY PARK, A SUBDIVISION OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

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THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 4108 NORTH GRANT STREET



GRANT STREET

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FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT.04,2016

RHSP

11:48 AM

OTHER

\$49.00 09-04-220-009

013 PAGES

R2016-108015

Prepared By & After Recording
Mail To:

Joseph S. Kayne
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road
Suite 200
Riverwoods, Illinois 60015

CA 89209302K (C) Del

ACCESS EASEMENT

THIS ACCESS EASEMENT (the "Agreement") is made as of this 31st day of August, 2016, and is hereby granted by **SDG WESTMONT LLC**, an Illinois limited liability company (hereinafter referred to as "SDG" or "Grantor") to **BREEN HORIZON, LLC**, an Illinois limited liability company (hereinafter referred to as "BHL" or "Grantee").

The following recitals of fact are a material part of this Agreement:

A. SDG, as Grantor, is the holder of legal title to a certain parcel of land commonly known as **50 W. Ogden Avenue, Westmont, DuPage County, Illinois 60559**, which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Ogden Parcel") and has the following PIN's:

- 09-04-221-031 (AFFECTS LOT 1)
- 09-04-221-030 (AFFECTS LOT 2)
- 09-04-221-029 (AFFECTS LOT 3)
- 09-04-221-028 (AFFECTS LOT 4)
- 09-04-221-027 (AFFECTS LOT 5)
- 09-04-221-026 (AFFECTS LOT 6)
- 09-04-221-025 (AFFECTS LOT 7) and
- 09-04-221-024 (AFFECTS LOT 8);

CHARGE C.T.I.C. DUPAGE

B. BHL is the holder of legal title to a certain parcel of land commonly known as **4108 W. Grant, Westmont, DuPage County, Illinois 60559** which is legally described on **Exhibit B** attached hereto and made a part hereof (**P.I.N. 09-04-220-009**) (hereinafter referred to as the "Grant Parcel"; the Ogden Parcel and the Grant Parcel are hereinafter individually sometimes referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

C. BHL, as owner of the Grant Parcel, requires access over and across the Ogden Parcel for ingress and egress to and from Grant Street, in Westmont, Illinois ("Grant Street"), and the parties hereto desire, by this Agreement, to set forth the rights of ingress, egress and access on all within the twenty (20) foot wide area more specifically depicted on **Exhibit C** attached hereto and legally described on **Exhibit D** attached hereto (the "Easement Area"); and

D. The parties wish to make certain agreements regarding such easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Section 1. Ingress and Egress Easement over the Easement Area. SDG, as owner of the Ogden Parcel, as "Grantor," hereby grants, gives and conveys to BHL, as owner of the Grant Parcel, and its personal representatives, successors, and assigns (collectively, the "Grantee"), an irrevocable non-exclusive easement in perpetuity for ingress and egress over, upon and across the Easement Area set forth on **Exhibit C** and **Exhibit D**, to provide ingress, egress, and access for motor vehicle and pedestrian traffic to and from the Grant Parcel to the public roadway, related sidewalks, and right-of-way commonly known as Grant Street. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access rights granted pursuant to this Agreement shall be subject to the contemporaneous and continuing right of the Grantor, its staff, patrons, licensees, and invitees to use the Easement Area for ingress, egress, and maintenance.

Section 2. Construction and Maintenance. The Grantee, at its expense, shall have a right to construct and maintain a roadway across the Easement Area in accordance with all applicable laws, ordinances and regulations, and such roadway shall be made with the same quality and materials used as the then existing Grant Street Cul de sac/street contiguous with such Easement Area. Before commencing any construction activities within the Easement Area, Grantee shall provide Grantor with sixty (60) days' prior written notice and shall provide evidence satisfactory to Grantor of commercially reasonable insurance coverage for such construction activities. All construction activities permitted to be performed hereunder within the Easement Area shall be performed in accordance with and pursuant to plans and specifications approved by the Village of Westmont, Illinois, if such approval is required. All such construction undertaken by Grantee shall be completed free and clear of mechanics and materialmen's liens, and Grantee shall protect, defend and indemnify Grantor from any such

liens or claims of lien. Any such liens shall be released of record within thirty (30) days or Grantee may post a bond over any such lien satisfactory in amount and from a company reasonably acceptable to Grantor. Upon completing any construction activity within the Easement Area, Grantee shall restore such Easement Area substantially to its condition prior to the construction activity, except for such alterations thereto as may be required by the final plans and specifications for the improvements constructed upon or associated with such Easement Area. The Grantee, and its successors and assigns, shall, at their own cost and expense, maintain and keep in good and usable repair the Easement Area. Such maintenance obligations include, without limitation, actions reasonably necessary, customary, and appropriate to keep any applicable improvement item in safe, good working order.

Section 3. *Conduct and Coordination of Maintenance, Repair and Replacement.* All maintenance and repair of the Easement Area shall be made so as to interfere as little as practicable with the rights granted to the owners of the Parcels pursuant to this Agreement. The owner of the Grant Parcel shall use every effort to coordinate maintenance and repairs of the Easement Area so that the Easement Area shall not be obstructed at the same time.

Section 4. *Performance of Other Party's Obligations.* If Grantor in good faith believes Grantee to be in default of its maintenance, repair and replacement obligations, and, if such default is not cured within fifteen (15) days after such written notice to Grantee (unless an emergency exists which imminently threatens life or property, in which event the aforesaid cure period shall not apply), the owner of the Ogden Parcel may, at its option, perform such maintenance, repair or replacement and pay any and all costs and charges associated therewith. In such event, the owner of the Ogden Parcel shall be entitled to recover from the owner of the Grant Parcel the reasonable out-of-pocket charges, fees, costs and expenses incurred by the owner of the Ogden Parcel (including reasonable attorneys' fees) in connection therewith.

Section 5. *Reservation by Grantor.* Grantor reserves all rights of ownership in and to the Ogden Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Ogden Parcel. Grantor further reserves the right to use the Ogden Parcel for all uses not materially interfering with the Easement Area granted to Grantee hereunder. Nothing herein contained shall create or be construed to have created any other right, interest, privilege or license in or to any portion of the Ogden Parcel, other than as herein expressly set forth. Grantor also reserves the right to relocate, at Grantor's expense, the Easement Area to any area located on the Ogden Parcel which will provide Grantee with access to the public roadway, related sidewalks, and right-of-way commonly known as Grant Street.

Section 6. *Covenants Running with the Land.* All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 7. *Transfer of Ownership.* Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically

assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 8. Use. Grantee shall not use the Easement Area for a purpose other than the purposes permitted under the provisions hereof applicable specifically to such easement. Furthermore, at all times, Grantee shall use the Easement Area in such a way that shall not unreasonably interfere with, in Grantor's sole commercially reasonable judgment, with the normal and customary use of the Ogden Parcel by Grantor or Grantor's principals, agents, employees, contractors, subcontractors, guests, tenants, licensees or invitees.

Section 9. Interpretation. The rule of strict construction does not apply to the grants herein.

Section 10. Indemnity. Except to the extent attributable to the acts or negligence of Grantor or Grantor's members, managers, officers, directors, employees, contractors, agents or invitees, Grantee, its successors and assigns, shall indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury or death to persons or for property damage, arising out of or resulting from Grantee's negligent use of the easement granted to it herein. Except to the extent attributable to the acts or negligence of Grantee or Grantee's members, managers, officers, directors, employees, contractors, agents or invitees, Grantor, its successors and assigns, shall indemnify and hold harmless the Grantee, its successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury or death to persons or for property damage, arising out of or resulting from Grantor's negligent use or acts concerning the easement granted to it herein.

Section 11. Modification and Waiver. This Agreement may not be changed, amended or modified in any respect whatsoever or any obligation contained herein be waived, except in writing signed by the parties.

Section 12 Authority. Each of the parties represents and warrants that such party has full power and authority to execute and deliver this Agreement and to perform the respective obligations of such party pursuant hereto. Each of the parties has duly authorized the execution, delivery and performance of this Agreement, and each person signing this Agreement is duly authorized and has all requisite authority to execute and deliver this Agreement on behalf of the party for which such person is signing. This Agreement constitutes the valid and legally binding obligations of the parties enforceable in accordance with the provisions hereof.

Section 13. Notices. Any notice which either party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by U.S. certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below (or to such other address as any party may, from time to time, designate in a written notice to the other party) shall constitute service of notice hereunder two (2) business days after the mailing thereof. Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery, or may be served

by overnight courier service, in which event service of such notice shall be deemed to have been made on the date of delivery to such courier service provided actual delivery to the party being served is made within two (2) business days thereafter.

If to Grantor: SDG Westmont LLC
c/o Shorewood Development Group
2150 East Lake Cook Road, Suite 820
Buffalo Grove, Illinois 60089
Attn: Louis Schriber III

With a simultaneous
copy to: Fox Rothschild LLP
353 North Clark Street, Suite 3650
Chicago, Illinois 60654
Attn: David N. Tanner, Esq.
312-517-9220 telephone
312-517-9201 fax
dtanner@foxrothschild.com email

If to Grantee: Dennis Breen
Breen Horizon, LLC
15050 108th Avenue
Orland Park, IL 60467

With a simultaneous
copy to: Joseph S. Kayne
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road, Suite 200
Riverwoods, IL 60015
847-597-2150 telephone
847-597-2144 fax
jkayne@hsklaw.com email

Section 14. *Estoppel Certificates.* The parties hereto shall from time to time deliver to each other, within ten (10) days after delivery of written request therefor, an estoppel certificate respecting such matters concerning this Agreement and the provisions hereof as the requesting party shall reasonably require.

Section 15. *Time is of the Essence.* Time is of the essence with respect to all obligations required by this Agreement.

Section 16. *Recordation.* The parties each agree to cause this Agreement to be recorded in the real property records of DuPage County, Illinois.

Section 17. *Further Assurances.* Upon request, the parties shall execute and deliver such other documents and take such further actions as may be reasonably requested to carry out the provisions of this Agreement.

Section 18. *Severability.* If any provision of this Agreement (or portion thereof) is determined by a court or other authority of competent jurisdiction to be unenforceable as drafted by virtue of the scope, duration, extent or character thereof or otherwise, then such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision (or portion thereof) to the maximum extent enforceable under applicable law.

Section 19. *Captions and Exhibits.* Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Paragraph numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement. All exhibits to this Agreement are expressly incorporated herein by this reference.

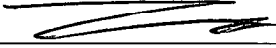
Section 20. *Entire Agreement.* This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party or any employee, representative or agent thereof, shall be binding upon any party unless specifically set forth in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

SDG WESTMONT LLC

By: 

Name: Louis Schriber III

Its: Manager

GRANTEE:

BREEN HORIZON, LLC

By: 

Dennis E. Breen, its Manager

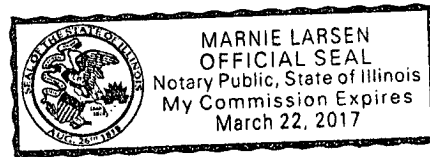
State of Illinois

County of Coke

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that LOUIS SCHRIBER III, as Manager of SDG WESTMONT LLC, an Illinois limited liability company, as Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the free and voluntary act of said corporation for the uses and purposes therein set forth;

Given under my hand and NOTARIAL SEAL this 26th day of August, 2016.

Marnie Larsen
Notary Public



State of Illinois

County of lane

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that DENNIS E. BREEN, Manager of BREEN HORIZON, LLC, an Illinois limited liability company, as Grantee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the free and voluntary act of said corporation for the uses and purposes therein set forth;

Given under my hand and NOTARIAL SEAL this 31st day of August, 2016.

[Signature]
Notary Public

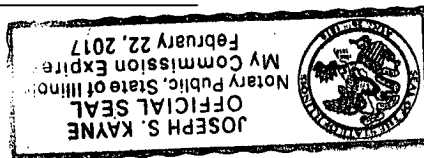


EXHIBIT A

OGDEN PARCEL LEGAL DESCRIPTION

PARCEL 1

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN GRANT STREET DEVELOPMENT SUBDIVISION BEING A SUBDIVISION OF LOTS 15, 16, 17, 18, 19 AND 20 IN BLOCK "D" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 2005 AS DOCUMENT R2005-044856 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 4, 2005 AS DOCUMENT R2005-247290, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED GRANT STREET LYING WEST OF AND ADJACENT TO LOTS 1 THROUGH 8 IN GRANT STREET DEVELOPMENT SUBDIVISION WHICH LIES SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2015 AS DOCUMENT NUMBER R2015-015838 IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX NO.'S:

**09-04-221-031 (AFFECTS LOT 1)
09-04-221-030 (AFFECTS LOT 2)
09-04-221-029 (AFFECTS LOT 3)
09-04-221-028 (AFFECTS LOT 4)
09-04-221-027 (AFFECTS LOT 5)
09-04-221-026 (AFFECTS LOT 6)
09-04-221-025 (AFFECTS LOT 7)
09-04-221-024 (AFFECTS LOT 8)**

COMMON ADDRESS: 50 W. Ogden Avenue, Westmont, Illinois 60559

EXHIBIT B

GRANT PARCEL LEGAL DESCRIPTION

LOT 3 IN BLOCK I IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-04-220-009

Address of Property: 4108 W Grant, Westmont, Illinois 60559

EXHIBIT C
EASEMENT PARCEL PLAT OF SURVEY

[See attached.]

GRANT STREET RESUBDIVISION

41ST. STREET

UGDEN AVENUE

ROUTE 34

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS AND HERETOBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTPORT LINGER AND TO THEIR PUBLIC UTILITY COMPANIES OPERATING THEREIN FROM THE VILLAGE OF WESTPORT, INCLUDING BUT NOT LIMITED TO COMED, BSC, BECO AND COMCAST, AND HEREBY TO DISCHARGE SUCROE BAYVIEW AND WESTPORT AND ASSURE THE FLOW OF ALL THE AIRBES NEEDED FOR PUBLIC UTILITY AND DRAINAGE EASEMENTS ON MAINTAINED "W" & "C" ON THE PLAT FOR THE PROTECTION OF THE PUBLIC UTILITY TO CONSTRUCT, RECONSTRUCT, REPAIR, RESPECT, MAINTAIN AND ASSURE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION STRUCTURES, INCLUDING BUT NOT LIMITED TO: PIPES AND CULVERTS, GAS PIPES, WATER PIPES, STORM AND SANITARY SEWERS, AND STORAGE TANKS. TRANSMISSION PAYING, THE VILLAGE OF WESTPORT, INCLUDING BUT NOT LIMITED TO: BARNES, COOPERATIONS, APPLIANCES, AND THEIR STRUCTURES AND APPURTENANCES ARE MAY BE REQUIRED HEREINAFTER, OVER, UNDER, ALONG, AND/OR ACROSS THE PROPERTY OF THE VILLAGE OF WESTPORT TOGETHER WITH ANY KIND OF ACCESS REQUIRED THE PROPERTY AS NECESSARY. THE RIGHT IS ALSO GRANTED TO DITCH, DRAIN, OR DRAINAGE OR DRAINAGE OR DRAINAGE PLANTS ON LAND EASEMENTS AT ANY POINT OF ACCESS REQUIRED THE PROPERTY AS NECESSARY. THE RIGHT TO INTERFERE WITH THE OPERATION OF OR ORIGINALLY WITH UTILITY, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.

NO PERMANENT BUILDINGS SHALL BE PLACED ON LAND INDICATED EASEMENTS, WITHOUT THE

207 South University Road Wheaton, Maryland 20857	FILE #	SHEET #
302-939-7900 Fax 302-939-1750 E-mail: info@nrcs.com	D-32146-RFSLUM	
Internet: www.nrcs.com 1-800-531-1011		

207 South University Road Wheaton, Maryland 20857	FILE #	SHEET #
302-939-7900 Fax 302-939-1750 E-mail: info@nrcs.com	D-32146-RFSLUM	
Internet: www.nrcs.com 1-800-531-1011		

.....P

EXHIBIT D

EASEMENT PARCEL LEGAL DESCRIPTION

THAT PART OF LOT 1 IN GRANT STREET RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 04, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BOCK 1 OF THE FIRST ADDITION TO LIBERTY PARK PER DOC. 204461; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 2 IN SAID FIRST ADDITION TO LIBERTY PARK, 3.12 FEET TO AN ANGLE POINT; THENCE CONTINUING NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2, 6.29 FEET TO A CORNER OF GRANT STREET CUL-DE-SAC AS DEDICATED BY DOCUMENT NO. *R2016-104074*; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE 13.76 FEET TO ITS INTERSECTION WITH 50 FOOT RADIUS CURVE IN SAID RIGHT OF WAY, SAID POINT BEING THE POINT OF BEGINNING FOR SAID ACCESS EASEMENT; THENCE SOUTHEASTERLY ALONG SAID 50 FOOT RADIUS RIGHT OF WAY AND ARC DISTANCE OF 20.14 FEET; THENCE SOUTHWESTERLY 28.05 FEET TO A POINT IN THE EAST LINE OF SAID LOT 3 WHICH IS 23.21 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3, 23.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY 16.47 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

RECEIVED

JAN 31 2024

COMMUNITY DEVELOPMENT DEPT.
VILLAGE OF WESTMONT, ILLINOIS



Village of Westmont Planning and Zoning Application and Instructions

Community Development Department
31 West Quincy Street
Westmont, Illinois 60559
630-981-6260

<i>Office Use Only</i>	
Date Received:	_____
By:	_____

PROJECT NAME: 4108 N Grant rezoning to residential lot

Subject Property Street Address: 4108 N Grant St , Westmont, IL 60559

PIN Number(s): 0904220009

PETITIONER / BILLING CONTACT (Agent and Project Manager for the Petition):

Petitioner (and corporation if applicable): Hisham Bedeir

Address: 1000 Williamsburg St Westmont IL

Phone: 630.935.6527

Email: hisham@bedeirkazmi.com

Relationship of Petitioner to Property Owner: Realtor

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

PETITIONER SIGNATURE:

Hisham Bedeir

Type or print name: _____

Signature: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18 DAY OF January, 20 24

Whitney Feinstein

Notary Public



OWNER SIGNATURE:

Robert Moskovits

Manager of
K4K LLC

Type or print name: _____

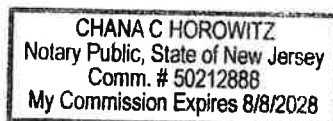
Signature: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5 DAY OF January, 20 24

Chana C Horowitz

Notary Public



To: The Village of Westmont

From: Hisham Bedeir, listing agent for K4K, LLC, owner of the property

Re: 4108 Grant St. Westmont, Illinois

Date: August 29, 2024

A. Project Narrative (Revised)

The rezoning of a vacant parcel of land. The subject property, previously zoned as residential but later converted to B-2, has faced constraints due to the village's restriction on business activities. As a result, there is a pressing need to rezone the land back to residential **R-3.**

Our proposal seeks to initiate the process of rezoning the lot to R-3- aligning it with the residential character of the surrounding area. It is our belief that this transition will not only restore the natural essence of the community but also contribute positively to the neighborhood's overall development. As you know, the request to rezone from B-2 to R-3 is reasonable and in accordance with the comprehensive plan.

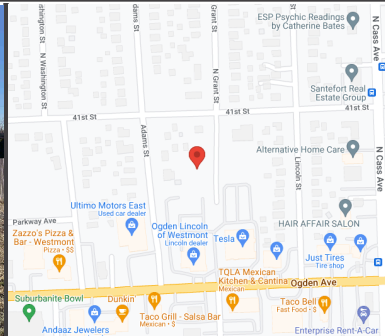
Additionally, in accordance with this proposal, we are seeking the Village's approval to issue a variance from the Village's Land Development Code to allow a 20-foot access path as opposed to the current 30-foot requirement. After a thorough assessment, we believe you will find that this minor adjustment will not compromise the safety and convenience of the area while also facilitate the practical development of the residential property.

B. Variance Standards (revised)

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located. **There simply are no buyers willing to purchase this parcel of property without village approval for the current and useful 20-foot access path. This property has been actively marketed for years and in order to yield a reasonable return, the variance is necessary per feedback received from prospective buyers.**
- b. The plight of the owners is due to unique circumstances; **The survey shows that the layout of the land, including the stormwater detention easement, poses unique challenges to the type of structure that can be built on this parcel especially in light of the requirement for a 30-foot access path.**
- c. The variation, if granted, will not alter the essential character of the locality. **The 10-foot difference will not change the essential character of the locality and will allow for the most economical, aesthetically pleasing and best use of**



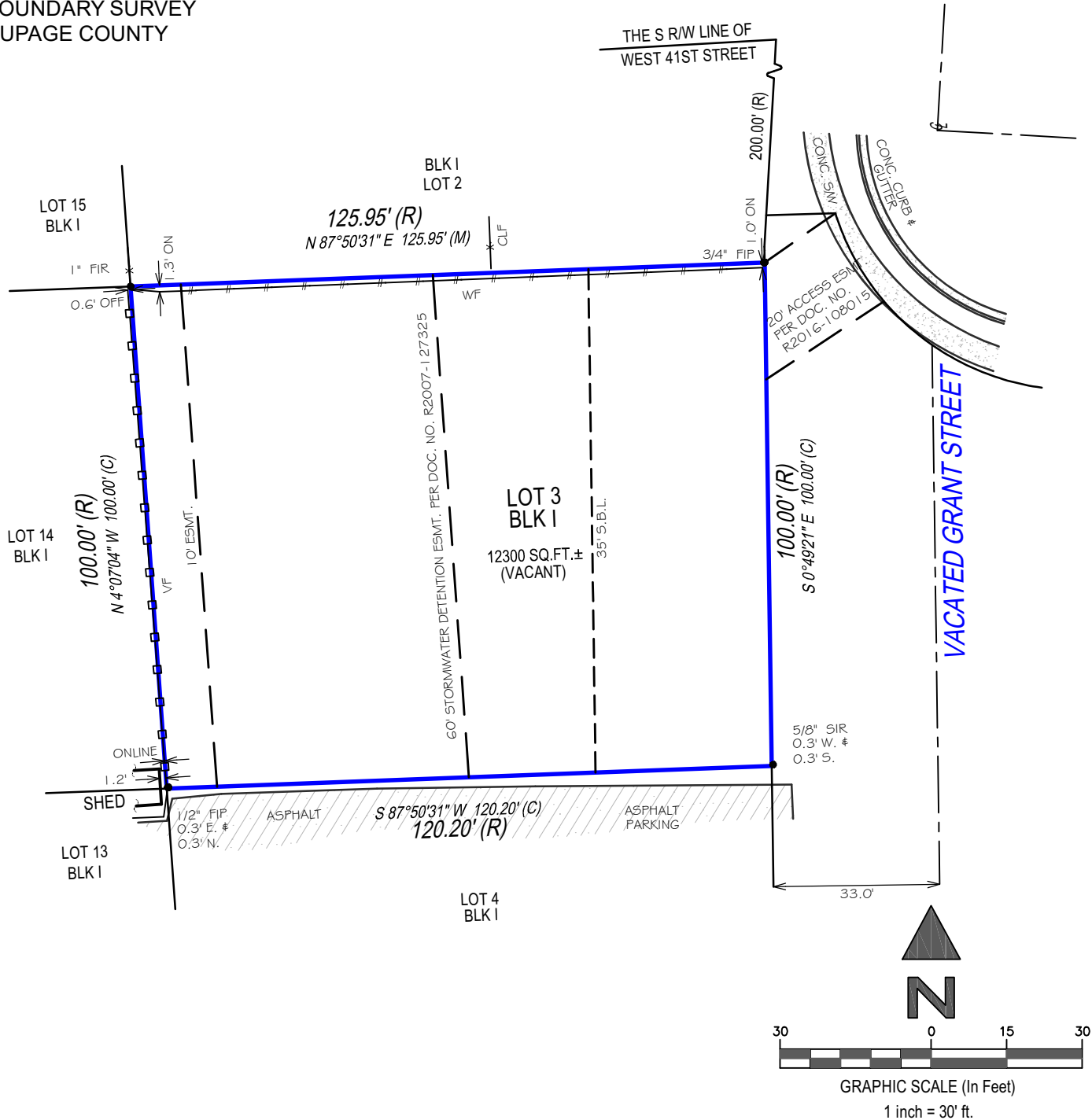
www.exactaland.com | office: 773.305.4011



PROPERTY ADDRESS: 4108 GRANT STREET, WESTMONT, ILLINOIS 60559

SURVEY NUMBER: IL2211.3396

IL2211.3396
BOUNDARY SURVEY
DUPAGE COUNTY



STATE OF ILLINOIS } SS
COUNTY OF GRUNDY

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

David S Reifke



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3712
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



DATE OF SURVEY: 11/28/22
FIELD WORK DATE: 11/23/2022
REVISION DATE(S): (REV.1 11/29/2022) (REV.1 11/28/2022)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

JOB SPECIFIC SURVEYOR NOTES:
ADDED THE STORMWATER EASEMENT & ACCESS EASEMENT.

LEGAL DESCRIPTION:
LOT 3 IN BLOCK I IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461 IN DUPAGE COUNTY, ILLINOIS.

- GENERAL SURVEYOR NOTES:**
 - The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
 - The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
 - If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
 - This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
 - Alterations to this survey map and report by other than the signing surveyor are prohibited.
 - Dimensions are in feet and decimals thereof.
 - Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
 - Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
 - The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
 - Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
 - Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
 - The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
 - Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
 - Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.
 - THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

<table><tr><th colspan="2">LINETYPES</th></tr><tr><td></td><td>Boundary Line</td></tr><tr><td></td><td>Center Line</td></tr><tr><td></td><td>Chain Link or Wire Fence</td></tr><tr><td></td><td>Easement</td></tr><tr><td></td><td>Edge of Water</td></tr><tr><td></td><td>Iron Fence</td></tr><tr><td></td><td>Overhead Lines</td></tr><tr><td></td><td>Structure</td></tr><tr><td></td><td>Survey Tie Line</td></tr><tr><td></td><td>Vinyl Fence</td></tr><tr><td></td><td>Wall or Party Wall</td></tr><tr><td></td><td>Wood Fence</td></tr><tr><th colspan="2">SURFACE TYPES</th></tr><tr><td></td><td>Asphalt</td></tr><tr><td></td><td>Brick or Tile</td></tr><tr><td></td><td>Concrete</td></tr><tr><td></td><td>Covered Area</td></tr><tr><td></td><td>Water</td></tr><tr><td></td><td>Wood</td></tr><tr><th colspan="2">SYMBOLS</th></tr><tr><td></td><td>Benchmark</td></tr><tr><td></td><td>Center Line</td></tr><tr><td></td><td>Central Angle or Delta</td></tr><tr><td></td><td>Common Ownership</td></tr><tr><td></td><td>Control Point</td></tr><tr><td></td><td>Catch Basin</td></tr></table>	LINETYPES			Boundary Line		Center Line		Chain Link or Wire Fence		Easement		Edge of Water		Iron Fence		Overhead Lines		Structure		Survey Tie Line		Vinyl Fence		Wall or Party Wall		Wood Fence	SURFACE TYPES			Asphalt		Brick or Tile		Concrete		Covered Area		Water		Wood	SYMBOLS			Benchmark		Center Line		Central Angle or Delta		Common Ownership		Control Point		Catch Basin	<table><tr><td></td><td>Elevation</td></tr><tr><td></td><td>Fire Hydrant</td></tr><tr><td></td><td>Find or Set Monument</td></tr><tr><td></td><td>Guywire or Anchor</td></tr><tr><td></td><td>Manhole</td></tr><tr><td></td><td>Tree</td></tr><tr><td></td><td>Utility or Light Pole</td></tr><tr><td></td><td>Well</td></tr></table> ABBREVIATIONS (C) - Calculated (D) - Deed (F) - Field (M) - Measured (P) - Plat (R) - Record (S) - Survey A/C - Air Conditioning AE - Access Easement ANE - Anchor Easement ASBL - Accessory Setback Line B/W - Bay/Box Window BC - Block Corner BFP - Backflow Preventer BLDG - Building BLK - Block BM - Benchmark BR - Bearing Reference BRL - Building Restriction Line BSMT - Basement C - Curve C/L - Center Line C/P - Covered Porch C/S - Concrete Slab CATV - Cable TV Riser CB - Concrete Block CH - Chord Bearing CHIM - Chimney CLF - Chain Link Fence CME - Canal Maintenance Easement CO - Clean Out CONC - Concrete COR - Corner CS/W - Concrete Sidewalk CUE - Control Utility Easement CVG - Concrete Valley Gutter D/W - Driveway DE - Drainage Easement DF - Drain Field DH - Drill Hole DUE - Drainage & Utility Easement ELEV - Elevation EM - Electric Meter ENCL - Enclosure ENT - Entrance EOP - Edge of Pavement EOW - Edge of Water ESMT - Easement EUB - Electric Utility Box F/DH - Found Drill Hole FCM - Found Concrete Monument FF - Finished Floor FIP - Found Iron Pipe FIPC - Found Iron Pipe & Cap FIR - Found Iron Rod FIRC - Found Iron Rod & Cap FN - Found Nail FN&D - Found Nail & Disc FRRSPK - Found Rail Road Spike GAR - Garage GM - Gas Meter ID - Identification IE/EE - Ingress/Egress Easement ILL - Illegible INST - Instrument INT - Intersection IRRE - Irrigation Easement L - Length LAE - Limited Access Easement LB# - License No. (Business) LBE - Limited Buffer Easement LE - Landscape Easement LME - Lake/Landscape Maintenance Easement LS# - License No. (Surveyor) MB - Map Book ME - Maintenance Easement MES - Mitered End Section MF - Metal Fence MH - Manhole MHWL - Mean High Water Line NR - Non-Radial NTS - Not to Scale NAVD88 - North American Vertical Datum 1988 NGVD29 - National Geodetic Vertical Datum 1929 OG - On Ground ORB - Official Records Book ORV - Official Record Volume O/A - Overall O/S - Offset OFF - Outside Subject Property OH - Overhang OHL - Overhead Utility Lines OHWL - Ordinary High Water Line ON - Inside Subject Property P/E - Pool Equipment PB - Plat Book PC - Point of Curvature PCC - Point of Compound Curvature PCP - Permanent Control Point PI - Point of Intersection PLS - Professional Land Surveyor PLT - Planter POB - Point of Beginning POC - Point of Commencement PRC - Point of Reverse Curvature PRM - Permanent Reference Monument PSM - Professional Surveyor & Mapper PT - Point of Tangency PUE - Public Utility Easement R - Radius or Radial R/W - Right of Way RES - Residential RGE - Range ROE - Roof Overhang Easement RP - Radius Point S/W - Sidewalk SBL - Setback Line SCL - Survey Closure Line SCR - Screen SEC - Section SEP - Septic Tank SEW - Sewer SIRC - Set Iron Rod & Cap SMWE - Storm Water Management Easement SN&D - Set Nail and Disc SQFT - Square Feet STL - Survey Tie Line STY - Story SV - Sewer Valve SWE - Sidewalk Easement TBM - Temporary Bench Mark TEL - Telephone Facilities TOB - Top of Bank TUE - Technological Utility Easement TWP - Township TX - Transformer TYP - Typical UE - Utility Easement UG - Underground UP - Utility Pole UR - Utility Riser VF - Vinyl Fence W/C - Witness Corner W/F - Water Filter WF - Wood Fence WM - Water Meter/Valve Box WV - Water valve		Elevation		Fire Hydrant		Find or Set Monument		Guywire or Anchor		Manhole		Tree		Utility or Light Pole		Well
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CERTIFIED TO:
KAREN WEBER AND BRADFORD R. TOCHER ; CHICAGO LAND AGENCY SERVICES; CT

DATE SIGNED: 11/28/22

BUYER: KAREN WEBER AND BRADFORD R. TOCHER

LENDER:

TITLE COMPANY: CHICAGO LAND AGENCY SERVICES

COMMITMENT DATE: NOT REVIEWED

CLIENT FILE NO: 22GNW455009GV

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

FLOOD ZONE INFORMATION:

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

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KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
10/12/2022 01:28 PM
RHSP

DOCUMENT # R2022-093076

AFTER RECORDING RETURN TO:
Priority Title & Escrow
641 Lynnhaven Pkwy, Suite 200
Virginia Beach, VA 23452
File No. 072230596

NAME AND ADDRESS OF TAXPAYER:
K4K, LLC
4108 Grant Street
Westmont, IL 60559

This document prepared by:
Carlos Del Rio, Esq.
8940 Main Street
Clarence, NY 14031
716-634-3405
Parcel ID No.: 0904220009

WARRANTY DEED

STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS INDENTURE made and entered into on this 17 day of AUG. 2022, by and between **Breen Horizon, LLC, an Illinois limited liability company**, located at 15050 S. 108th Ave, Orland Park, IL 60467 hereinafter referred to as Grantor(s) and **K4K, LLC**, located at 16192 Coastal Highway, Lewes, DE 19958, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of One and 00/100 Dollars (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in DuPage County, Illinois:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

This conveyance is subject to easements, covenants, conditions, restrictions, reservations, and limitations of record, if any.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTOR(S) hereby covenant with and represent unto the said Grantee(s) and unto her/his/their successors or assigns, that he/she/they is/are lawfully seized in fee simple of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that he/she/they has/have a good and lawful right to sell and convey the same as aforesaid and that he/she/they will forever warrant and defend the title to same unto the said Grantee(s) and unto his/her/their successors or assigns, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

This document is exempt per 35 ILCS 200/31-45(e)

10/12/2022 *Kristen Anglin-agent*
Kristen Anglin

IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 17 day of AUGUST, 2022.

Breen Horizon, LLC


Name: Mary E Breen
Title: Manager

State of Illinois
County of COOK

This instrument was acknowledged before me on 17 day of AUGUST, 2022 by Mary E Breen as
Manager of Breen Horizon, LLC.

(Seal)




(Signature of Notary Public) Peter Pauletti