

LAKE COUNTY ZONING BOARD OF APPEALS

CONDITIONAL USE PERMIT APPLICATION

Applicant(s): Robert Bradley Petersen and Linda L. Petersen as Co-Trustees of
(please print) the Robert Bradley Petersen and Linda L. Petersen Revocable Trust Agreement Dated April 30, 2013

Owner(s) Phone: [redacted]

35845 N. Barberry Lane Fax: [redacted]
Gurnee, IL 60031

Address Email: [redacted]

[redacted] Phone: [redacted]

Contract purchaser(s) if any

[redacted] Fax: [redacted]

[redacted] Email: [redacted]

[redacted] [redacted]

Address

I/we hereby authorize the following person to represent me/us in all matters related to this application:

Adam J. Findlay; O'Donnell Haddad LLC Phone: (847) 367-2750

Name Cell: [redacted]

14044 W. Petronella Fax: [redacted]
Suite 1

Libertyville, IL 60048 Email: afindlay@odonnell-lawfirm.com

Address

Subject Property:	Present Zoning:	07-14-200-021 and 07-14-200-024 are LI: 07-14-200-023 is GO
	Present Use:	Asphalt, concrete, redi-mix, rock and concrete crushing plant
	Proposed Use:	Asphalt, concrete, redi-mix, rock and concrete crushing plant
	PIN(s):	07-14-200-021, 07-14-200-024, and 07-14-200-023
	Address:	35801 N. Barberry Lane, 35763 N. Barberry Lane, and 35845 N. Barberry Lane

Legal description: see attached deeds

Request: I/we request a conditional use permit be approved to allow:
Applicants request a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) containing an asphalt, concrete, redi-mix, rock and concrete crushing plant (UDO §151.112(G)), caretaker's quarters, residence, and garage. As a companion to this request, applicants seek approval of a rezoning application, which will rezone PIN 07-14-200-023 from the General Office District to the Limited Industrial District.

Explain why this conditional use permit is justified:

This CUP is justified because an existing asphalt, concrete, redi-mix, rock and concrete crushing plant has existed on two of the associated parcels (07-14-200-021 and 07-14-200-024) for approximately 30 years. Demand for the products and services of Petersen Excavating have increased, and the CUP would allow the business to expand to an adjacent parcel (07-14-200-023) in order to meet that demand. Approval of the CUP will create additional private revenue and tax revenue while facilitating, rather than disrupting, existing uses in the area. The proposed changes to the subject property will increase efficiency of the operation by improving internal circulation and reducing traffic.

Approval Criteria: The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should "make your case" by explaining specifically how your proposed request relates to each of the following criteria:

- A. the use in its proposed location will be consistent with the stated purpose and intent of the Zoning Ordinance ("Purpose and Intent", section 151.005);

The proposed use is consistent with the purpose and intent of the Zoning Ordinance because it will protect the tax base by allowing the expansion of a thriving business within the County, rather than forcing Applicant to seek a larger property elsewhere. The use will manage growth by clustering industrial uses into the same geographical area as existing industrial uses. The use will protect vegetation and the watershed through use of a detention basin, which has been oversized to accommodate any future expansion. Finally, the use will regulate the density and intensity of use by bringing the subject property into conformance with the Zoning Ordinance.

- B. the proposed use in its proposed location complies with all applicable standards of this Ordinance, including any applicable Use Standards of section 151.111; and

Section 151.112(G) of the County Code provides the standards for asphalt, concrete, redi-mix, rock and concrete crushing plants:

- 1) The use shall be subject to the site capacity calculation/site plan review procedures of § 151.070. Site capacity/site plan review shall be conducted concurrently with any required conditional use permit review.

The site meets this requirement, as a capacity/site plan review is being conducted concurrently with the conditional use permit review.

- 2) The site shall be a minimum of 200,000 square feet in size.

The site meets this requirement, as the site is 5.06 acres, or approximately 220,000 square feet.

- 3) The times of operation may be specified as part of the conditional use permit.

The site meets this requirement, as the times of operation will coincide with the existing facility operations from 7:00 a.m. to 8:00 p.m., Monday through Friday, and limited hours on Saturday and Sunday, from 8:00 am to 6:00 pm.

- 4) All internal roads shall be maintained in a dust-free condition. The main road from which access is taken shall always be kept free of dust, dirt, mud and other debris. The access drive from the site shall be paved with a surface of asphalt or concrete for a distance of at least 50 feet from the right-of-way of the public road from which access is taken. Provisions shall also be made to remove dust, dirt, mud, or other debris from the vehicles before they leave the site.

The site meets this requirement. The access drive from Barberry Lane is concrete and extends over 50 feet from the right of way. Daily maintenance practices include dust and debris removal from the road and access drive along with water application to internal roads to ensure they are maintained in a dust-free condition. Dust, dirt, mud, and other debris are removed from all vehicles as a component of daily maintenance practices.

5) The site shall have frontage on and access to a collector or arterial street, provided that the highway authority with jurisdiction over the subject road may approve alternative access.

The site meets this requirement, as the Village of Gurnee has approved the access of the CUP and has issued Permit No. 16-02223-ROW for the proposed access, a copy of which is attached as Exhibit A.

6) All activity areas, including driveways and on-site roads, shall be set back at least 1,000 feet from any residential zoning district or lot containing a residential use.

The site does not meet this requirement. The site contains two residences: one is a caretaker's quarters, in use by applicants Robert and Linda Petersen; the other is a residence in use as a rental property. An adjacent parcel which is zoned LI, 07-14-200-014, contains a residential use, and the vacant property in Gurnee west of the site is zoned R6.

The caretaker's quarters has been in use by applicants since approximately 1979 (PIN 07-14-200-024). The residence has existed since at least 1974, and was purchased by applicants in 1989 (PIN 07-14-200-021). The residence is not affiliated with the business, but has been included in the application because portions of the residence property are used for circulation of equipment for the existing crushing operation.

Significantly, on February 12, 2008, the County Board rezoned PIN 07-14-200-024 and PIN 07-14-200-021 from General Office District ("GO") to the Limited Industrial District ("LI"). A copy of the resolution recommending the approval of the rezoning is attached as Exhibit B; the minutes reflecting the County Board's approval of the rezoning have been attached as Exhibit C. As a part of that rezoning process, the County Board determined that the caretaker's quarters and the residence were legal non-conforming uses. See Exhibit B at page 11, para. 4 ("The single-family dwellings were allowed when the property was zoned Urban (prior to adoption of the 2000 UDO) and, therefore, are legal non-conforming uses.").

The adjacent property which includes a residential use, 07-14-200-014, is zoned LI. Aerial photographs indicate the residential use has existed since at least 1961.

Aerial photographs indicate that the vacant property in Gurnee, west of the site, has never been developed for residential use. Further, vehicle access is via St. Paul Avenue, not Barberrry Lane. The elevation of Barberrry lane is approximately 10 feet higher than the elevation of St. Paul Avenue and the difference in elevation will help buffer any potential residential use.

Applicants seek a variance for the proximity to residential uses because allowing a variance for the encroachment on the typical 1000-foot setback requirement will maintain the status quo. All of the residential uses implicated by the 1000-foot setback have existed since at least 1989, and most have existed far longer. A variance will allow for the continued operation of a valuable business which is consistent with the zoning of area parcels.

Section 151.132(B) provides the standards for a Planned Unit Development

1) 151.132 (B)(1) Greater choice in the type of environment and living units available to the public.

Demand for the products and services of Petersen Excavating have increased, and approval of the proposed PUD would allow the business to expand to an adjacent parcel in order to meet that demand. Allowing the expansion to occur at an adjacent parcel to the existing business will cluster industrial uses into the same geographical area and, at the same time, will allow the Petersen family to continue to operate its business while residing in the caretakers' quarters.

2) 151.132 (B)(2) More open space through conservation development practices.

The uses included within the PUD are clustered in the eastern portion of the subject property. The western portion of the subject property contains existing residences, a detention area, and open space with forestation. Open space and forestation will remain on the subject property as proposed on the site plans. The proposed use will protect vegetation and the watershed through the use of the detention basin, which has been sized to accommodate any potential future expansion.

3) 151.132 (B)(3) Open space resources that are connected to one another and to residential and nonresidential areas.

As stated, western portion of the subject property is clustered with open space resources and residential areas, including residences, a detention area, and open space with forestation. No construction will occur in those areas, and the open spaces will remain undisturbed.

4) 151.132 (B)(4) A creative approach to the use of land and related physical development.

The subject property is home to a family-run business and family home. Approving the PUD will allow the Petersen family to maintain their long-operational business and make use of a previously undeveloped parcel.

5) 151.132 (B)(5) An efficient use of land resulting in smaller networks of utilities and streets and thereby lower housing costs.

The subject property was efficiently developed for use as a family-run business. The proposed changes will build upon this efficient use, without requiring any additional utilities or street traffic. The proposed changes will result in more efficient land use by improving internal circulation, improving site access and parking, along with improved landscaping and forestation within the subject property.

6) 151.132 (B)(6) Promotion of mixed use development.

The PUD promotes mixed use development by allowing the expansion of a thriving business which includes an existing caretakers' quarters and residence, and will bring the subject property into conformance with zoning ordinance.

Bulk and density standards for the LI zoning district are as follows:

1) Front setback - 50 feet.

No structures or accessory uses are placed within the 50-foot front setback.

2) Rear setback and side setback - 20 feet.

The storage bins, stockpile areas, and concrete crusher are considered accessory uses to the crushing operation, and are within the 20-foot rear setback for the Limited Industrial District.

Applicants seek a variance for the placement of the storage bins, stockpile areas, and concrete crusher. A variance is appropriate because the placement of these accessory uses ensures the efficient movement of internal traffic throughout the subject property and allows for sufficient turning radii for industrial trucks and emergency vehicles. The storage bins are created using 4-foot concrete blocks stacked two or three blocks high, which ensures the adjacent properties will be protected from site noise and operations, and also ensures the site is safe and secure.

3) Height of structures; - 50 feet; height of accessory uses - 30 feet.

All structures are less than 50 feet in height. All accessory uses are less than 30 feet in height.

4) Impervious surface ratio - 60%.

The proposed impervious surface area for the project exceeds the permitted limits of 60%. The site area is 5.06 acres and a total impervious area of 3.06 acres, or 60.47%.

Applicants seek a variance to allow for an impervious surface ratio of 75% in accordance with Section 151.132 (1)(2)(a). A variance is appropriate because the an asphalt, concrete, redi-mix, rock and concrete crushing plant requires use of heavy equipment which require impervious roadways. While the current roadway structure meets the current needs of the subject property, granting the requested variance would permit future development of the subject property without the need for additional zoning relief that would be costly and time-consuming for the applicant and the County. Moreover, the proposed on-site detention will accommodate an impervious surface ratio of 75%.

5) Floor area ratio - 45%.

The site area is 5.06 acres and the total site floor area is .28 acres. The floor area ratio is within permissible limits, at approximately 5%.

C. the proposed use in its proposed location will not have a substantial adverse impact on any of the following, either as they exist at the time of application or as they may be developed in the future due to implementation of the Comprehensive Plan:

1) Adjacent property.

The Adjacent parcels which are zoned by the Village of Gurnee are zoned industrial. The adjacent parcels which are zoned by Lake County are zoned LI. The proposed use is aligned with the uses of all adjacent properties.

2) The character of the neighborhood.

The nature and character of the immediate geographical area is industrial, and portions of the subject property and have been used as an asphalt, concrete, redi-mix, rock and concrete crushing plant for over 30 years. In that time, no adverse impact as have occurred. All surrounding properties are related to the construction industry and approval of the PUD would support the character of the neighborhood by supporting the same industry.

3) Natural resources.

There are no existing wetlands in the vicinity of the subject property. The proposed use will protect vegetation and the watershed through use of a detention basin. The proposed use will regulate the density and intensity of use by bringing the subject property into conformance with the Zoning Ordinance. Applicant has assessed existing trees and has submitted a "Tree Removal and Mitigation Report", provided by Urban Forest Management, Inc. The report determined that the proposed use will require reforestation of 65 inches of specimen trees, which is consistent with the County's methodologies. Applicants' Landscape Plan proposes to exceed the 65 inch requirement.

4) Infrastructure.

The proposed changes will not require any additional utilities or create any additional street traffic. The PUD protects the watershed through use of a detention basin, and the stormwater detention infrastructure reduces the on-site runoff to the existing stormwater sewer systems from 2.77 cfs to 0.60 cfs.

5) Public site.

The uses will not have an adverse impact on any public site. It has been operating for approximately 30 years without any adverse impact on the site or surrounding areas.

6) Any other matters affecting the public health, safety, or general welfare.

Approval of the PUD will, effectively, newly authorize a long time business with several uses. Most such applications seek to create new uses where the consequences of their establishment remain to be seen in the future. In Applicant's case, the use of the subject property has essentially had a 30 year "trial run" with no adverse effect on the public health, safety or general welfare.

Land Trust Disclosure
Pursuant to 151.045(B)

Applicants are Robert Bradley Petersen and Linda L. Petersen, as Co-Trustees of the Robert Bradley Petersen and Linda L. Petersen Revocable Trust Agreement Dated April 30, 2013.

Robert Bradley Petersen and Linda L. Petersen are the joint lifetime beneficiaries of the Robert Bradley Petersen and Linda L. Petersen Revocable Trust Agreement Dated April 30, 2013.

Robert Bradley Petersen has an address of 35845 North Barberrry Lane, Gurnee, Illinois, 60031 and Linda L. Petersen has an address of 35845 North Barberrry Lane, Gurnee, Illinois, 60031.

I/we hereby attest that all information given above is true and complete to the best of my/our knowledge.

Robert Bradley Petersen

Signature of Robert Bradley Petersen, as Co-Trustee of the Robert Bradley Petersen and Linda L. Petersen Revocable Trust Agreement Dated April 30, 2013

Linda J. Petersen

Signature(s) of Signature of Linda L. Petersen, as Co-Trustee of the Robert Bradley Petersen and Linda L. Petersen Revocable Trust Agreement Dated April 30, 2013

I, Hayleigh Herchenbach a Notary Public aforesaid, do hereby certify that Robert and Linda Petersen personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of September 8, 2016 and appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of September, 2016

(Seal) My Commission expires 3/28/20

[Signature]



COURT REPORTER AGREEMENT

CHECK ONE OF THE FOLLOWING:

- I authorize the County to act on my behalf to retain a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I further agree to pay the Reporter reasonable fees for his/her services. If I do not pay the Reporter and the County is invoiced and pays the Reporter, I agree to reimburse the County. If the County sues to obtain reimbursement, I agree to pay the County its reasonable attorney's fees in bringing suit and obtaining a judgment.
- I will furnish a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I realize that the failure to do so may result in the continuation of the public hearing in which case I agree to reimburse the County for all additional expenses caused by such continuation.

Imdad Peteran

Signature

Robert Bradley Peteran

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION

DEED IN TRUST

The GRANTORS, ROBERT B. PETERSEN and LINDA L. PETERSEN, his wife, of the County of Lake, State of Illinois, for and in consideration of TEN and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, CONVEY and WARRANT unto ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN, or the survivor, not individually but as Co-Trustee(s) of the ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN REVOCABLE TRUST AGREEMENT dated April 30, 2013, and any amendments thereto, or their successors in interest, of which ROBERT BRADLEY PETERSEN and LINDA L. PETERSEN are the primary beneficiaries, said beneficial interest to be held as Tenants by the Entirety, the following described real estate situated in the County of Lake, in the State of Illinois, to wit:

Image# 050501430004 Type: DIT
Recorded: 08/22/2013 at 09:28:47 AM
Receipt#: 2013-00057687
Page 1 of 4
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **7028448**

SEE ATTACHED LEGAL DESCRIPTION

Subject to real estate taxes for 2012 and subsequent years, and all conditions, covenants, restrictions, and easement of record.

P.I.N. 07-14-200-021
PROPERTY ADDRESS: 35763 BARBERRY, GURNEE, IL 60031

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and

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empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this ____ day of _____,

2013.

Robert B. Petersen (SEAL)
ROBERT B. PETERSEN

Linda L. Petersen (SEAL)
LINDA L. PETERSEN



SEAL

HERE

STATE OF ILLINOIS, COUNTY OF COOK, ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT B. PETERSEN and LINDA L. PETERSEN, his wife, personally known to me to be the same persons whose names 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 30th day of June, 2013.

Kim Fudala
Notary Public

This instrument was prepared by: Brian S. Denenberg, 5215 Old Orchard Rd., Suite 1010 Skokie, IL 60077

Mail to:
Brian S. Denenberg
DENKEWALTER & ANGELO
5215 Old Orchard Rd., Suite 1010
Skokie, IL 60077

Send subsequent tax bills to:
Mr. and Mrs. Robert Bradley Petersen, Co-Trustees
35763 Barberry
Gurnee, IL 60031

This transaction is exempt pursuant to Section 4, Paragraph E of the Real Estate Transfer Tax Act.

Robert B. Petersen 6-30-13
Grantor, Attorney or Agent Date

LEGAL DESCRIPTION

That part of the North East 1/4 of the North East 1/4 of Section 14, Township 45 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the South East corner of said Quarter Quarter Section; thence West along the South line of said Quarter Quarter Section a distance 1063.3 feet to the center of Barberry Lane and point of beginning of the description; thence Northeasterly along the center of Barberry Lane a distance of 334.5 feet; thence Southeasterly along a line forming a right angle with the center line of said Barberry Lane to a point that intersects the South line of the North East 1/4 of the North East 1/4 of said Section 14; thence West along South line of said Quarter Quarter Section to the point of beginning, in Lake County, Illinois.



Plat Act Affidavit

18 N County St - 6th Floor
Waukegan, IL 60085-4358
Phone: (847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Brian S. Oberstberg, being duly sworn on oath, state that I reside at the business at 5315 Old Orchard Rd., Skokie, IL 60077, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 25th day of August, 2013



(Signature)

Notary: Kim Fudala
OFFICIAL SEAL (seal)
KIM FUDALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/16

Revised: September 7, 2010 11:40 AM

DEED IN TRUST

The GRANTOR, ROBERT BRADLEY PETERSEN and LINDA PETERSEN, his wife, of the County of Lake, State of Illinois, for and in consideration of TEN and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, CONVEY and WARRANT unto ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN, or the survivor, not individually but as Co-Trustee(s) of the ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN REVOCABLE TRUST AGREEMENT dated April 30, 2013, and any amendments thereto, or their successors in interest, the following described real estate situated in the County of Lake, in the State of Illinois, to wit:

Image# 054411550003 Type: DIT
Recorded: 09/29/2015 at 09:00:13 AM
Receipt#: 2015-00059092
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **7234335**

SEE ATTACHED LEGAL DESCRIPTION

Subject to real estate taxes for 2014 and subsequent years, and all conditions, covenants, restrictions, and easement of record.

P.I.N. 07-14-200-023-0000

PROPERTY ADDRESS: 35801 N. BARBERRY LANE, GURNEE, IL 60031

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and

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③CE

empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantors aforesaid have hereunto set their hands and seals this 18th day of June, 2015.
Robert Bradley Petersen (SEAL)
ROBERT BRADLEY PETERSEN
Linda Peterson (SEAL)
LINDA PETERSEN



HERE

STATE OF ILLINOIS, COUNTY OF COOK, ss.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT BRADLEY PETERSEN and LINDA L. PETERSEN, his wife, personally known to me to be the same person whose names is 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 18th day of June, 2015.
Kim Judala
Notary Public

This instrument was prepared by: Brian S. Denenberg, 5215 Old Orchard Rd., Suite 1010 Skokie, IL 60077

Mail to:
Brian S. Denenberg
DENKEWALTER & ANGELO
5215 Old Orchard Rd., Suite 1010
Skokie, IL 60077

Send subsequent tax bills to:
Mr. and Mrs.. Robert Bradley Petersen, Co-Trustees
35845 Barberrry
Gurnee, IL 60031

This transaction is exempt pursuant to Section 4, Paragraph E of the Real Estate Transfer Tax Act.

Robert Bradley Petersen 6-18-15
Grantor, Attorney or Agent Date

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14, 1063.3 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SAID NORTHEAST QUARTER OF SECTION 14, WHICH POINT IS IN THE CENTER OF THE PUBLIC ROAD SOMETIMES CALLED THE MILWAUKEE ROAD; THENCE NORTH 40 DEGREES 17 MINUTES EAST ALONG THE CENTER OF SAID ROAD FORMING AN INCLUDED ANLGE OF 49 DEGREES 43 MINUTES WITH THE SAID SOUTH LINE, 334.5 FEET; TO THE WESTERNMOST CORNER AND PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 40 DEGREES 17 MINUTES EAST ALONG THE CENTER OF SAID ROAD, 209 FEET; THENCE SOUTH 49 DEGREES 43 MINUTES EAST ALONG A LINE FORMING A RIGHT ANGLE WITH THE CENTER LINE OF SAID ROAD, 416 FEET; THENCE SOUTH 40 DEGREES 17 MINUTES WEST, PARALLEL TO THE CENTER LINE, OF SAID ROAD 209 FEET; THENCE NORTH 49 DEGREES 43 MINUTES WEST 416 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

DEED IN TRUST

The GRANTOR, ROBERT BRADLEY PETERSEN husband of LINDA L. PETERSEN, of the County of Lake, State of Illinois, for and in consideration of TEN and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, CONVEY and WARRANT unto ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN, or the survivor, not individually but as Co-Trustee(s) of the ROBERT BRADLEY PETERSEN AND LINDA L. PETERSEN REVOCABLE TRUST AGREEMENT dated April 30, 2013, and any amendments thereto, or their successors in interest, of which ROBERT BRADLEY PETERSEN and LINDA L. PETERSEN are the primary beneficiaries, said beneficial interest to be held as Tenants by the Entirety, the following described real estate situated in the County of Lake, in the State of Illinois, to wit:


Image# 050501420004 Type: DIT
Recorded: 06/22/2013 at 09:26:47 AM
Receipt#: 2013-00057687
Page 1 of 4
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vandervanter Recorder
File **7028447**

SEE ATTACHED LEGAL DESCRIPTION

Subject to real estate taxes for 2012 and subsequent years, and all conditions, covenants, restrictions, and easement of record.

P.I.N. 07-14-200-024

PROPERTY ADDRESS: 35845 BARBERRY, GURNEE, IL 60031

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and

(Page 1 of 2 Pages)



empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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

In Witness Whereof, the grantor aforesaid have hereunto set his hands and seals this 30 day of June

2013.

Robert Bradley Petersen
ROBERT BRADLEY PETERSEN



SEAL
HERE

STATE OF ILLINOIS, COUNTY OF COOK, ss.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT BRADLEY PETERSEN, husband of and LINDA L. PETERSEN, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of June, 2013.

Kim Fudala
Notary Public

This instrument was prepared by: Brian S. Denenberg, 5215 Old Orchard Rd., Suite 1010 Skokie, IL 60077

Mail to:
Brian S. Denenberg
DENKEWALTER & ANGELO
5215 Old Orchard Rd., Suite 1010
Skokie, IL 60077

Send subsequent tax bills to:
Mr. and Mrs.. Robert Bradley Petersen, Co-Trustees
35845 Barberry
Gurnee, IL 60031

This transaction is exempt pursuant to Section 4, Paragraph E of the Real Estate Transfer Tax Act.

Robert B Petersen
Grantor, Attorney or Agent Date

LEGAL DESCRIPTION

That part of South East Quarter of the North East Quarter of Section 14, Township 45 North, Range 11, East of the 3rd P.M., described as follows: Commencing at a point in the North line of said Quarter Quarter Section, 1063.3 feet West of North East corner, thereof, which point is in the center of public highway; thence South Westerly along center line of said highway, which forms an angle of 130 degrees 17 minutes with the said North line, measured from East to South 130 feet; thence East along a line parallel to North line of said Quarter Quarter Section for a distance of 924.65 feet; thence North along a line forming a right angle with the said parallel line, 99.17 feet to a point in North line of South East Quarter of North East Quarter of Section 14, said point being 222.7 feet West of North East corner thereof; thence West along said North line 840.6 feet to place of beginning; situated in Lake County, Illinois



Plat Act Affidavit

18 N County St - 6th Floor
Waukegan, IL 60085-4358
Phone: (847) 377-2575
FAX: (847) 984-5860


STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

I, (name) Brian S. Obermayer, being duly sworn on oath, state that I reside at the business at 5315 Old Orchard Rd, Skokie, Illinois 60077, and that the attached deed is not in violation of the Plat Act, Ch. 785 ILCS 205M.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 25th day of Apr 2013



(Signature)

Notary: Kim Fudala
OFFICIAL SEAL (seal)
KIM FUDALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/16

Revised: September 7, 2010 11:40 AM