

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

Applicant / Owner: TLMV 24831 Milwaukee, LLC, an Illinois limited liability company

Subject Present Zoning: GENERAL COMMERCIAL (GC)

Property: Present Use: CONTRACTOR'S EQUIPMENT SALES AND STORAGE

Proposed Use: CARETAKER'S RESIDENCE WITH GROSS FLOOR AREA ABOVE 1,000 SQUARE FEET AND MORE THAN ONE STORY TALL.

PIN(s): 15-10-101-008

Address: 24803 N. Milwaukee Ave., Vernon Hills, IL 60061

Legal description: SEE ATTACHED LEGAL DESCRIPTION

Request: The following variation(s) are requested:

Variation Application

Request: The following variation(s) are requested:

- 1. Increase the allowed floor area of a structure from 1,000 sq. ft. to 1,358 sq. ft. to allow for the establishment of a caretaker's residence.**
- 2. Increase the allowed number of stories in a structure from one to two to allow for the establishment of a caretaker's residence in the existing 2-story structure.**

Explain why this variation(s) is necessary:

Pursuant to Lake County Unified Development Ordinance ("UDO") §151.113(D) (4)(b), a caretaker's residences shall contain no more than 1,000 square feet of gross floor area. Also, pursuant to UDO §151.113(D)(2)(b), the maximum height of detached caretaker's residences shall be subject to accessory standards of subsection UDO §151.113(C)(1), which state that such maximum height should be 30 feet/1 story.

The above variations are necessary because the existing structure is approximately 1,358 gross square feet (815 square feet in the first floor and 543 square feet in the second floor) and a portion of the existing structure is more than one story. The maximum building height of the existing structure is and shall remain less than 18 feet tall.

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 three criteria below. Please refer to pages 8-9 of this packet for more information on how to address these criteria.

1. Exceptional conditions peculiar to the applicant’s property.

Response:

The existing structure predates the current UDO and was built in 1949. It was originally designed as a residence. Its shape, square footage, and roofline have not changed since its original construction.

The dwelling has been used in the past for both residential purposes only and in conjunction with the operation of a business. The County granted in 2012 a Home Occupation License to a previous owner to operate a Psychic Reading business in one room on the first floor of the dwelling. That psychic reader applicant was the owner of the property for 4 years prior to said application and resided there with the family at the time of the application.

Further, the dwelling’s bulk characteristics have been the same for many years. The drawing that accompanies the 2012 Home Occupation for Psychic Reading shows that the dwelling already had two stories because a stairwell is depicted on the floor plan. The dwelling’s prior use history and record aligns with the Owner’s position that its use as a caretaker residence is also permitted now.

The structure is not particularly useful as a commercial building. The highest use for the existing structure under the proposed site use is as a caretaker residence which will serve to improve security and reduce risks of theft and vandalism from the principal use at the site.

The topography of the real estate also necessitates the variation in the existing structure’s height. The grade of the lot slopes so that the back of the existing structure (East) is higher than the front of the structure (West). The existing structure satisfies the bulk standards in all other respects. The Applicant/Owner has already submitted building permits and plans to Lake County building officials for review and approval in conjunction with internal remodeling of the existing structure.

The Applicant/Owner maintains a caretaker lease agreement with the tenants of the dwelling for more than one year. Further, in compliance with §151.270(C)(1) (Use Categories), the existing structure has only one dwelling unit, (i.e., it is not a multi-unit building).

Further, the existing structure is a legal nonconforming structure pursuant to UDO §151.232. The current use of the existing structure is “caretaker’s dwelling unit (accessory use)”. A “caretaker’s dwelling unit (accessory use)” is a permitted use under the General Commercial (GC) zoning district under the “household living” use category. (See UDO §151.111, Use Table). Also, pursuant to the standards for accessory uses found in UDO §151.113(D)(1)(b), the caretaker’s residence is an allowed accessory use to any allowed nonresidential use.

The Applicant/Owner is contemporaneously seeking from the Lake County ZBA approval of a Conditional Use Permit (CUP) for the subject property to permit: (i) Contractor's equipment sales or storage (outdoors); (ii) Landscape contractor's storage yard; and (iii) Truck/trailer parking. These are all conditional uses in the GC district under the use category of "industrial sales and service".

2. Practical difficulties or particular hardship in carrying out the strict letter of the regulation.

Response:

See Responses to Item 1 above. Also, to modify the house down to 1,000 square feet will require reducing the house into a single-story residence, and significantly rework the utility lines such as gas, electricity, and the water and sanitary/septic systems. These modifications to a pre-existing legal nonconforming structure will generate hardship upon the owner, and upon the structure because such actions will greatly reduce their usefulness. Further, the highest use for the existing structure under the proposed site use is as a caretaker residence which will serve to improve security and reduce risk of theft and vandalism from the principal use at the site. Finally, the Applicant/Owner has submitted permits and plans to Lake County building officials for review and approval in conjunction with internal remodeling of the existing structure.

3. Harmony with the general purpose and intent of the zoning regulations.

Response:

The variations should both be approved because the existing structure and the proposed use for it are consistent with the general purpose and intent of the zoning regulations and will not result in any harm to public interests. The variations will allow the existing nonconforming structure to remain intact and be used as a caretaker's dwelling within a GC zoning district where it is permitted use by the UDO.

The structure's existing square footage (1,358) and height (more than 1 story-but less than 18' tall) will have no effect on the surrounding properties for several reasons.

The property immediately to the North is also owned by the Owner, and the property further to the north is a single-family house located in B-1 district and already incorporated in the Village of Vernon Hills. That house is one-and-a half stories tall.

The properties immediately to the South of the subject property also are one-and-a half stories tall. To the East of the subject property there is the Des Plaines River and that area is maintained by the Lake County Forest Preserve District.

Immediately to the West of the subject property there is Milwaukee Ave, and further west two large scale and multistory commercial uses which have significant buffers and setbacks from Milwaukee Ave. These parcels to the west of the Subject Property are also incorporated in the Village of Vernon Hills and are classified under the village's Business Park (BP) and B-1 zoning districts.

Further, the tenants who reside in the caretaker residence are one family. The Tenant will make observations of the operations within the property and report to the Applicant of any unusual activities. This will improve the security of the subject property and of the general neighborhood. Under the Lease, the caretaker tenant shall periodically and reasonably inspect the exterior and interior of subject property and check for any signs of damage, forced entry, or any other condition that may be of concern. The caretaker tenant shall also contact the Applicant for any repairs that the caretaker tenant observes and for damage to subject property that is evident and in need of repair. The caretaker tenant shall also maintain a basic log of any relevant events described above.

[Remainder of the page is intentionally left blank]

APPLICANT INFORMATION

Applicant / Owner: TLMV 24831 Milwaukee, LLC

Phone:

Address: 1912 Wright Blvd., Schaumburg, IL 60193

Email:

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

Riccardo A. DiMonte
Anastas Shkurti
Robbins DiMonte, Ltd.
216 West Higgins Road
Park Ridge, IL 60068

Phone:

Email:

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

Signature(s) of owner(s):

TLMV 24831 Milwaukee, LLC, by TLMV, LLC, its manager,

By: Tracy Lampignano, Its Manager

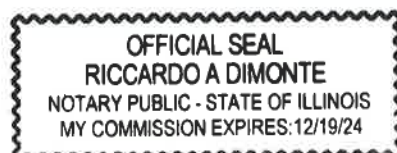
I, **Riccardo A. DiMonte**, a Notary Public aforesaid, do hereby certify that **Tracy Lampignano**, personally known to me is the person who executed the foregoing instrument bearing the date of **February 17, 2023**, and appeared before me this day in person and acknowledged that she signed, sealed and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of February 2023.

(Seal)


My Commission expires

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.



Signature

Please send the bill to:

TLMV 24831 Milwaukee, LLC
c/o Tracy Lampignano
1912 Wright Blvd.
Schaumburg, IL 60193
Email: 

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION

Financial Impact Statement

Date: August 8, 2023

Via email to: Chefalo, Thomas J. TChefalo@lakecountyil.gov; Brown, Dan E. DBrown2@lakecountyil.gov; Daniel J. Krill DKrill@lakecountyil.gov

Site: 24803-31 Milwaukee Ave (IL Route 21), Vernon Hills, IL 60061

PIN(s): 15-10-101-007; 15-10-101-008

Applicant/ Owner: TLMV 24831 Milwaukee, LLC

Department: Lake County Planning, Building & Development Department

ZBA: Lake County Zoning Board of Appeals

1. The Owner has applied to the Department and the ZBA for:

A. Variation Application seeking two variances to:

- (i) Increase the allowed floor area of a structure from 1,000 sq. ft. to 1,358 sq. ft. to allow for the establishment of a caretaker's residence; and
- (ii) Increase the allowed number of stories in a structure from one to two to allow for the establishment of a caretaker's residence in the existing 2-story structure.

B. Conditional Use Permit Application for the following conditional uses at the entire Site:

- (i) Contractor's equipment sales or storage (outdoors), and
- (ii) Landscape contractor's storage yard, and
- (iii) Truck/trailer parking; and

C. Building Permits for the remodeling of the dwelling unit at 24803 Milwaukee Ave and an Occupancy Certificate for caretaker residential tenants.

2. Once the Owner's applications are approved, the Owner expects gross annual revenue from the use of the Site of nearly \$100,000. Below at Table 1 are anticipated annual financial indicators for the Site once all applications and permits are approved.

3. Owner would rent the lot to various landscaping and other commercial trade contractors. Annual rent collected from these commercial contractors would be approximately \$70,000. No interstate tractor-trailers would be parked on Site.

4. Owner would lease the residential dwelling at 24803 N. Milwaukee Ave to a family of five (5) (working single mother of four (4) children age of 19, 18, 13, and 12). That monthly rent is \$2,500, or \$30,000 annually. As part of their lease agreement with the Owner, the Tenants

have agreed to serve as caretakers of the Site. Copies of the residential lease and addendum have been provided to the Department and to the ZBA.

5. The beneficial interest in the Applicant/Owner also flows to a single mother with young children of her own who needs all income derived from the Site. The listed uses were planned by the previous owner who unexpectedly passed away in Spring 2022. The current owner purchased the subject property in September 2018.

6. The dwelling has been used in the past for both residential purposes only and in conjunction with the operation of a business. The County granted in 2012 a Home Occupation License to a previous owner to operate a Psychic Reading business in one room on the first floor of the dwelling. (See TLMV 010). That psychic reader applicant was the owner of the property for 4 years prior to said application, (see TLMV 015), and resided there with the family at the time of the application. (See TLMV 011).

7. Further, the dwelling's bulk characteristics have been the same for many years. (See TLMV 003). The drawing that accompanies the 2012 Home Occupation for Psychic Reading shows that the dwelling already had two stories because a stairwell is depicted on the floor plan. (See TLMV 014). The dwelling's prior use history and record aligns with the Owner's position that its use as a caretaker residence is also permitted now.

8. None of the Owner's activities harm or cause any damage to Owner, to the tenants, or to the neighboring properties and uses. There have been no complaints from the neighbors or anyone else in the vicinity. There is no harm done to anyone by the Owner's proposed use of the Site as requested in the above applications. Also, residential rents are currently high and rental houses are on high demand. The residential Tenants would be at a financial disadvantage and greatly inconvenienced if their lease is terminated.

9. Online records from the Lake County Assessor's website estimate the 2022 market value of the entire Site as approximately **\$812,000**. In September 2018, the Owner paid a purchase price of **\$1,155,000** for the Site plus closing costs. Owner has also invested \$100,000 in other improvements to the Site. In addition, the annual real estate taxes payable to Lake County for the Site exceed \$23,000. The Owner still carries a loan with the balance of approximately \$278,000 and annual payments of \$39,000.

Table 1

Anticipated Financial Indicators 24803-24831 N. Milwaukee Ave.		Annually (Estimated)		
		Income	Expenses	Net
1	Commercial Rent:	\$70,000		
2	Residential Rent:	\$30,000		
3	Purchase Loan payments (P + I):		(\$39,000)	
4	Real estate taxes actual 2022:			
	PIN:15-10-101-007		(\$10,157.95)	
	PIN: 15-10-101-008		(\$13,709.16)	
5	Insurance:		(\$5,000)	
6	Subtotals	\$100,000	(\$67,867)	\$32,132.89

PARID: 1510101008

ASSESSOR #: 049

NBHD: 1610020

ROLL: RP

TLMV 24831 MILWAUKEE LLC

24803 N MILWAUKEE AVE

Tax Year: 2023 (Taxes Payable in 2024).

Select **Tax Year** on the right:

08/07/2023

Taxes Due - Treasurer

Tax Year	Cycle	Due Date	Taxes	Interest	Fees	Penalty	Date Last Paid	Total Due
2022	1	05-JUN-23	\$.00	\$.00	\$.00	\$.00	01-JUN-23	\$.00
2022	2	05-SEP-23	\$6,854.58	\$.00	\$.00	\$.00		\$6,854.58
Total:			\$6,854.58	\$.00	\$.00	\$.00		\$6,854.58

TLMV 001

PARID: 1510101007
NBHD: 1610020
TLMV 24831 MILWAUKEE LLC
Tax Year: 2023 (Taxes Payable in 2024).
08/07/2023

ASSESSOR #: 049
ROLL: RP
24831 N MILWAUKEE AVE
Select **Tax Year** on the right:

Taxes Due - Treasurer

Tax Year	Cycle	Due Date	Taxes	Interest	Fees	Penalty	Date Last Paid	Total Due
2022	1	05-JUN-23	\$.00	\$.00	\$.00	\$.00	01-JUN-23	\$.00
2022	2	05-SEP-23	\$5,078.95	\$.00	\$.00	\$.00		\$5,078.95
Total:			\$5,078.95	\$.00	\$.00	\$.00		\$5,078.95

PARID: 1510101008

ASSESSOR #: 049

NBHD: 1610020

ROLL: RP

TLMV 24831 MILWAUKEE LLC

24803 N MILWAUKEE AVE

Tax Year: 2023 (Taxes Payable in 2024).

Select **Tax Year** on the right:**Residential/Ag Building**

Record #:

Card #: 1

Class:

Story Height: 1.5

Architectural Style: 5 – CONVENTIONAL

Exterior Wall Cover: WS - WOOD SIDING

Exterior Wall Cover 2: -

Foundation Material: 3 – FORMED CONC

Foundation Const: 0 – NORMAL FOR CLASS

Roof Type: 101 – GABLE

Roof Material: 101 – Comp sh to 235#

Year Built: 1949

Effective Year: 1949

Remodeled:

Physical Condition: A – AVERAGE CONDITION

Grade: 48 - Avg+

CDU: AV – AVERAGE (4)

Bedrooms: 3

Half Baths: 1

3 Fix Bath: 1

4 Fix Baths: 0

5 Fix Baths: 0

Additional Fixtures: 0

TOTAL FIXTURES: 5

Total AGLA: 1,170

Attic: 1 – NONE

Basement: 4 – FULL

Basement Square Footage: 780.0

Heating: C - Forced hot air

Heating Fuel Type:

A/C: Y – Central Air

Fireplaces: 0

Functional Depreciation %:

Functional Reason:

Economic Depreciation %:

Economic Reason:

Lake Influence Fact %:

Lake Influence Reason: (None) – (None)

Dwelling Percent Complete:

Lower Level/Basement & Other Features**TLMV 003**

Masonry Trim Area:

Unfinished Area: 0
Rec Room Area: 0
Finished Basement Living Area: 0
Finished Lower Level Area:

Addition Details

Card #	Line #	Lower	First	Second	Third	Year Built	Area	Grade	CDU
1	0	-	-	-	-	1949	780	48 - Avg+	AV
1	1	-	12 - EFP ENCL FRAME PORCH	-	-	1949	128	48 - Avg+	AV
1	2	-	13 - FR GR FRAME GARAGE	-	-	1949	432	48 - Avg+	AV

Please Note: Some property characteristics are in the process of being updated/corrected due to our recent conversion to a new property tax system. We thank you for your patience during this transition.

TLMV 004



Lake County Central Permit Facility
500 West Winchester Road
Libertyville, Illinois 60048-1331
Phone: 847.377.2600
Fax: 847.984.5608
E-mail: icpermits@lakecountyil.gov

January 30, 2012

VIA U.S. mail

Subject: Home Occupation – Psychic Reading
PIN 15-10-101-008, Vernon Township
UDO requirements – Article 6

Dear


This letter concerns your recent request to retain the existing home occupation of "psychic readings" from the residence located on the subject property listed above. Please be advised that staff has reviewed your application and concludes that the proposed use as described in the application constitutes a customary home occupation according to Article 6, Section 6.4.5 of the Lake County Unified Development Ordinance (UDO).

Please note, however, that this approval is based on the following conditions, in addition to all other requirements contained in Section 6.4.5:

- (1) Deliveries or pick-ups of supplies or products associated with the home occupation shall take place only between the hours of 8 a.m. and 8 p.m. Vehicles used for delivery and pick-up are limited to those normally servicing residential neighborhoods.
- (2) Customers may visit the site only during the hours of 8 a.m. and 8 p.m., and no more than 6 customers or clients may visit the site in any single day.
- (3) All other applicable standards of the Section 6.4.5 of the Lake County Unified Development Ordinance shall be met. A copy of these standards and your approved application has been enclosed for your records.

If you require any additional information, please contact me at (847) 377-2127 or bdenz@lakecountyil.gov

Sincerely,


Brad Denz
Senior Planner

Enc.
CC:



TLMV 005

6.4.4.2 Other Ordinance Standards

a. Accessory Dwelling Units

Accessory dwelling units shall comply with the Lake County One and Two Family Dwelling Ordinance. Accessory dwelling units shall be subject to all setback, height and impervious coverage standards that apply to principal structures in the underlying zoning district.

Commentary

The existence of an accessory dwelling will not be accepted as a justification for rezoning to a higher density residential district.

b. Caretaker's Residences

Caretaker's dwelling units shall be subject to all setback, height and impervious coverage standards that apply to principal structures in the underlying zoning district.

c. Maximum Number of Units

No more than 1 accessory dwelling unit or caretaker's residence shall be allowed on a lot unless otherwise expressly allowed by this Ordinance or state law.

6.4.4.3 Occupancy

a. Accessory Dwelling Units

The combined total number of individuals that reside in the principal and accessory dwelling units shall not exceed the number that is allowed for a single household. See definition of "Household." If the subject parcel has an area of more than 200,000 square feet, an accessory dwelling may be occupied by a domestic or farm employee and the employee's immediate family, regardless of the number of family members. The owner of the real property upon which the accessory dwelling unit is located must occupy either the principal or accessory dwelling unit.

b. Caretaker's Residences

Caretaker's residences shall be occupied exclusively by the caretaker and their immediate family.

6.4.4.4 Size

a. Accessory Dwelling Units

Any accessory dwelling unit shall contain no more than 1 bedroom and no more than 1,000 square feet of gross floor area.

b. Caretaker's Residences

A caretaker's residence shall contain no more than 1,000 square feet of gross floor area.

6.4.5 Customary Home Occupations

6.4.5.1 General

Some types of work can be conducted at home with little or no effect on the surrounding neighborhood. The home occupation regulations of this subsection are intended to permit

residents to engage in customary home occupations; while ensuring that such home occupations will not be a detriment to the character and livability of the surrounding area. The regulations require that home occupations (an accessory use) remain subordinate the allowed principal use (Residential) and that the residential viability of the dwelling unit is maintained. Approval of a zoning certificate shall be required.

6.4.5.2 Allowed Uses

The home occupation regulations of this subsection establish performance standards rather than detailed lists of allowed home occupations. Uses that comply with all of the standards of this subsection will be allowed as home occupations unless they are specifically prohibited. The home occupation must be clearly incidental to the use of the dwelling as a residence.

6.4.5.3 Where Allowed

Home occupations that comply with the regulations of this section shall be allowed as an accessory use to any allowed Residential use.

6.4.5.4 Size

A home occupation shall occupy less than 50 percent of the floor area of the principal dwelling unit.

6.4.5.5 Prohibited Uses

a. Vehicle and Large Equipment Storage/Repair

Any type of repair, assembly or storage of vehicles or equipment with internal combustion engines (such as autos, motorcycles, scooters, snowmobiles, outboard marine engines, lawn mowers, chain saws, and other small engines) or of large appliances (such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts is prohibited as a home occupation.

b. Dispatch Centers

Dispatch centers, where employees come to the site to be dispatched to other locations, are not allowed as home occupations.

c. Animal Care or Boarding Facilities

Animal care or boarding facilities are not allowed as home occupations. This includes animal hospitals, kennels, public stables and all other types of animal boarding and care facilities.

d. Barber Shops, Beauty Shops and Nail Salons

Barber shops, beauty shops and nail salons and similar cosmetology services shall be prohibited as home occupations when not served by community sewer systems.
[Revised 11.08.05]

e. Food Service Businesses

Food service businesses, including all types of restaurants and food catering operations, shall be prohibited as home occupations.

TLMV 007

f. Mobile (Off-Site) Vehicle Servicing [Revised 03.11.08]

Associated storage for mobile vehicle servicing involving service calls to clients' off-site locations, consisting of repair, detailing and servicing of boats, recreational vehicles, and other consumer vehicles, is not allowed as a home occupation. The maintaining of a home office for such business and the parking of a commercial vehicle in accordance with Section 6.4.11 shall be allowed as a home business.

g. Contracting Businesses [Revised 03.11.08]

Associated storage for contracting businesses, including plumbing, electrical, carpentry, and other trades, and storage thereto, is not allowed as a home business. The maintaining of a home office for such business and the parking of a commercial vehicle in accordance with Section 6.4.11 shall be allowed as a home business.

6.4.5.6 Employees

A maximum of 1 nonresident employee shall be allowed in conjunction with a home occupation. For the purpose of this provision, the term "nonresident employee" includes an employee, business partner, co-owner, or other person affiliated with the home occupation, who does not live at the site, but who visits the site as part of the home occupation.

6.4.5.7 Resident Operator

The operator of a home occupation shall be a full-time resident of the dwelling unit.

6.4.5.8 Signs

No signs shall be allowed.

6.4.5.9 Location

All activities and storage areas associated with home occupations must be conducted and located inside the principal dwelling unit, not in detached buildings or garages.

6.4.5.10 Exterior Appearance

There shall be no visible evidence of the conduct of a home occupation when viewed from the street right-of-way or from an adjacent lot. There may be no change in the exterior appearance of the dwelling unit that houses a home occupation or the site upon which it is conducted that will make the dwelling appear less residential in nature or function. Examples of such prohibited alterations include construction of parking lots, paving of required setbacks, or adding commercial-like exterior lighting.

6.4.5.11 Customers

Customers may visit the site only during the hours of 8 a.m. to 8 p.m., and no more than 6 customers or clients may visit the site in any single day.

6.4.5.12 Operational Impacts

No home occupation or equipment used in conjunction with a home occupation may cause odor, vibration, noise, electrical interference or fluctuation in voltage that is per-

ceptible beyond the lot line of the lot upon which the home occupation is conducted. No hazardous substances may be used or stored in conjunction with a home occupation.

6.4.5.13 Deliveries

Deliveries or pick-ups of supplies or products associated with Home Occupations are allowed only between 8 a.m. and 8 p.m. Vehicles used for delivery and pick-up are limited to those normally servicing residential neighborhoods.

6.4.5.14 Retail Sales and Display [Revised 03.11.08]

- a. No stock in-trade shall be produced upon the premises, with the exception of the following:
 1. The hand-assembly or hand-crafting of arts and crafts. For purposes of this subsection, the kiln-firing of hand-wrought or hand-painted ceramics shall also be permitted.
 2. The hand-wrapping or finishing of gift baskets, variety packs, or other similar multi-content stock, wherein the component items have been manufactured elsewhere.
- b. No stock-in-trade shall be sold upon the premises, with the exception of the following:
 1. The trans-shipment or pre-arranged pick-up of items specifically pre-ordered or pre-purchased by a customer, with the exception of vehicles and large equipment as described in §§6.4.5.5.a, above.[Revised 11.08.05, 03.11.08]
 2. The direct shipment of items to a customer that were specifically pre-ordered or pre-purchased by the customer.

6.4.5.15 Number

There shall be no limit on the number of home occupations, provided that the home occupations in cumulative total comply with the standards of this section.

6.4.6 Bed and Breakfast

Bed and Breakfast operations shall be subject to the home occupation provisions of §§6.4.5 and the following standards, provided that the home occupation customer limits of §§6.4.5.11 shall not apply. In the event of conflict the following standards shall apply.

6.4.6.1 Guest Rooms

No more than 5 bedrooms or guest rooms shall be rented per night.

6.4.6.2 Health Department Approval

Approval and inspection by the Lake County Health Department shall be required.

Commentary

The Illinois Bed and Breakfast Act, 50 ILCS 820, provides additional standards for the establishment of a bed and breakfast, including compliance with applicable health and fire safety regulations. [Revised 11.08.05]

HOME OCCUPATION LICENSE

License Number: 4758

PIN: 15-10-101-008

Property Address: 24803 N. Milwaukee Avenue, Vernon Hills, Illinois

Description of Home Occupation: Tarot card and palm reading / psychic reading

Shall meet Section 6.4.5 of the Unified Development Ordinance

Conditions:

TLMV 010



LakeCounty

Planning, Building & Development



Brad Denz

Project Manager

January 26, 2012

Date Issued

Zoning Application Customary Home Occupations

Commentary: This document has been created by the Lake County Planning, Building and Development Department as a tool to guide the applicant(s) through the application procedures for customary home occupations. Within 30 days of receipt of a complete written application for a customary home occupation and the required fee¹, staff will:

- Review and evaluate the application in light of the Lake County Unified Development Ordinance. (available at <http://www.lakecountyil.gov/planning/publications/links.htm>)
- Render an approval, an approval with conditions, or a denial of the application. In the event of a denial of the application, staff will inform the applicant of reason(s) for the denial.

Required Information:

1. Property Ownership Information

Name: _____

Address: _____

Telephone # _____

2. Applicant Information

Name: _____

Address: 24803 W. Milwaukee Ave.
Vernon Hills IL 60061

Telephone # _____

¹ Please refer to the current "Land Development Fee Schedule", accessible online at <http://www.lakecountyil.gov/planning/publications/links.htm> for the current fee charged for this service. Please make checks payable to "Lake County Treasurer".

Contact person: _____

3. Property Information

Property Index Number(s): 15-10-101-006 Township: Vernon

Zoning: GC

Existing Land Use: General Commercial

4. Site Plan

Site Plan must show:

- Portion of the residence that will be used for the home occupation
- Amount of square footage devoted to the home occupation
- Any occupation-related storage areas
- Floor plan showing the location of the equipment used
- Any other items used or stored in conjunction with the home occupation

5. Detailed Narrative of the Proposed Home Occupation:

WEDO TARIOT CARD READING PALM &
PSYCHIC READING & CRYSTAL BALL READING
PEOPLE CALL FOR APPOINTMENT OR WALK
IT VERY ABOUT 2-3 EVERY WEEK IN 1/2
WALK THROUGHT FRONT DOOR & STAY IN READING
ROOM APPROX 12 X 12 = ~~12 X 12~~


(Please submit all relevant documents)

6. List of Employees, their Relationship to the Operator, and their Home Addresses:

7. List all equipment to be used in the Home Occupation (attach a separate sheet if necessary)

Item Used	Number of hours per day	Frequency (daily, weekly, etc.)
a. Crystal Ball	.5	Weekly
b.		
c.		
d.		
e.		
f.		
g.		
h.		

8. Additional Comments:



Owner's Signature

Date

12-29-11

FOR OFFICE USE ONLY:

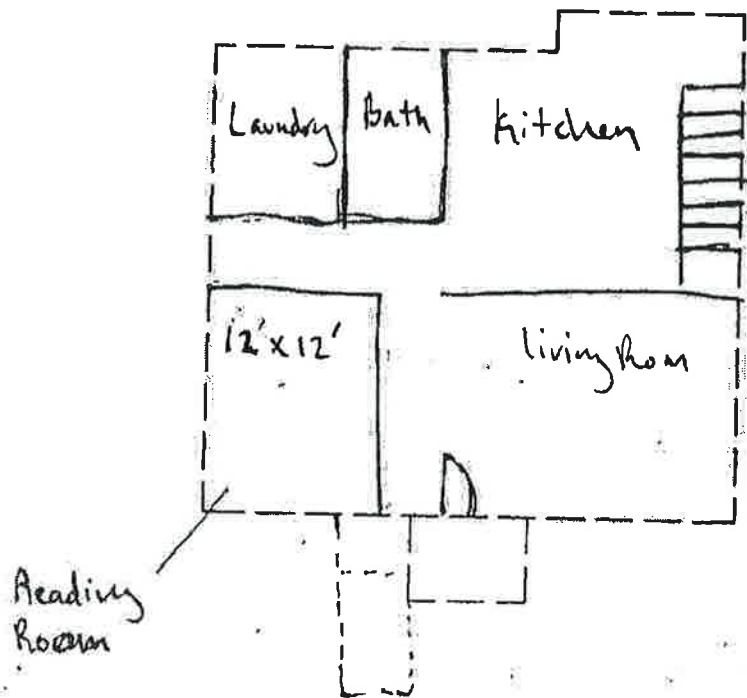
Date of Submission 1/25/12 Name of Reviewer



REVIEWER

Comments: MEET CRITERIA W/ CUP APPROVAL

Site Plan



This Application meets _____ fails to meet _____ the standards for a Customary Home Occupation.

AFFIDAVIT

I/WE _____
of Vernon Township in the County of Lake, being first duly sworn on oath, state as follows:

I/WE are the owner/owners of the following real estate for the past 4 years.

(describe property)

Psychic Single family home, no garage

In consideration of a Zoning Approval being issued by the Lake County Planning, Building and Development Department for the following home occupation:

Psychic

I/WE have read and fully understand standards contained in Article 6, Section 6.3.5 of the Lake County Unified Development Ordinance regarding Home Occupations.

- (1) I/WE hereby certify and swear that the home occupation shall not consist of any of the following uses: Vehicle and Large Equipment Storage/Repair; Dispatch Centers; Animal Care or Boarding Facilities; Barber Shops, Beauty Shops and Nail Salons; Food Service Businesses; and Medical or Dental Offices.
- (2) I/WE hereby certify and swear that the occupation shall occupy less than 50 percent of the floor area of the principal dwelling unit; that the home occupation remains subordinate to the allowed principal dwelling unit; and that the residential viability of the dwelling unit shall be maintained.
- (3) I/WE hereby certify and swear that a maximum of one (1) person other than members of the immediate family residing in the dwelling may be employed in the dwelling unit at any given time.
- (4) I/WE hereby certify and swear that the operator of the home occupation shall be a full-time resident of the dwelling unit.
- (5) I/WE hereby certify and swear that no signs shall be displayed or posted.

- (6) I/WE hereby certify and swear that all activities and storage areas associated with home occupations shall be conducted and located inside the principal dwelling unit, not in detached buildings or garages.
- (7) I/WE hereby certify and swear that there will be no visible evidence of the conduct of the home occupation when viewed from the street right-of-way or from an adjacent lot. There shall be no change in the exterior appearance of the dwelling unit that houses the home occupation or the site upon which it is conducted that will make the dwelling appear less residential in nature or function. (Examples of such prohibited alterations include construction of parking lots, paving of required setbacks, or adding commercial-like exterior lighting)
- (8) I/WE hereby certify and swear that customers shall visit the site only during the hours of 8 a.m. to 8 p.m., and no more than 6 clients or customers shall visit the site in any single day.
- (9) I/We hereby certify and swear that no home occupation or equipment used in conjunction with the home occupation shall cause odor, vibration, noise, electrical interference or fluctuation in voltage that is perceptible beyond the lot line of the lot upon which the home occupation is conducted. No hazardous substances shall be used or stored in conjunction with the home occupation.
- (10) I/We hereby certify and swear that deliveries or pick-ups of supplies or products associated with the home occupation shall take place only between the hours of 8 a.m. and 8 p.m. Vehicles used for delivery and pick-up are limited to those normally servicing residential neighborhoods.
- (11) I/We hereby certify and swear that no stock-in-trade shall be produced upon the premises with the exception of the following:
 - The hand-assembly or hand-crafting of arts and crafts (may include kiln-firing of hand-wrought or hand-painted ceramics)
 - The hand-wrapping or finishing of gift baskets, variety packs, or other similar multi-content stock, wherein the component items have been manufactured elsewhere.
- (12) I/WE hereby certify and swear that no stock-in-trade shall be sold upon the premises with the exception of the following:
 - The trans-shipment or pre-arranged pick-up of items specifically pre-ordered or pre-purchased by the customer, with the exception of vehicles and large equipment (prohibited)

- The direct shipment of items to a customer that were specifically pre-ordered or pre-purchased by the customer.

(13) I/We understand that there shall be no limit on the number of home occupations, provided that the home occupations in cumulative total comply with the standards of Section 6.3.5.

ADDITIONAL STANDARDS FOR BEDS & BREAKFASTS (if applicable):

(14) I/We hereby certify and swear that no more than 5 bedrooms or guest rooms shall be rented per night.

(15) I/We hereby understand that Health Department approval shall be required.

(16) I/We hereby understand that an approval and inspection by the Lake County Department of Planning, Building and Development shall be required.

(17) I/WE hereby certify and swear that no more than one (1) sign with a maximum area of one (1) square foot shall be displayed or posted.

(18) I/WE hereby certify and swear that occupancy by any guest shall not exceed 7 consecutive days. A permanent register shall be maintained to show the names and signatures of all guests.

(19) I/WE hereby certify and swear that the bed and breakfast will comply with the requirements of the Illinois Bed and Breakfast Act (50 ILCS 820/1 et seq.)

I/WE further understand that the Lake County Planning, Building and Development Department may conduct site visits to ensure that none of the above standards have been violated. In the event any such standard has been violated, I/WE understand that the Department shall issue a notice of violation, and has the authority to order that the operation cease immediately.

Signed: _____

Address _____

Dated: _____

Subscribed and Sworn to before me

This 30 day of December, 2012

Notary Public

Updated as of December 3, 2009

Notary Public - State of Illinois
My Commission Expires Jun 8, 2015

Lessor Initial

KK

Lessee Initial

EG/EG/NA

Residential Lease Page 1

APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on June 1, 2021, between TLMV 24831 Milwaukee, LLC, herein referred to as Lessor, and [REDACTED] and [REDACTED] herein referred to as Lessee. Lessor leases to Lessee the premises situated at 24803 N. Milwaukee Ave, in the City of Vernon Hills County of Lake, State of Illinois, and more particularly described as follows: together with all appurtenances, for a term of 12 months, to commence on June 1, 2021, and to end on May 31, 2022, at 12 o'clock a.m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Two Thousand Five Hundred Dollars (\$2500.00) per month in advance on the 1st day of each calendar month beginning June 1, 2021, at 1900 Wright Boulevard, City of Schaumburg, State of Illinois, or at such other place as Lessor may designate.
2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to TLMV, LLC.
3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Ten Dollars a day. (\$10.00).
4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Fifty Dollars (\$50.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Two Thousand Five Hundred Dollars (\$2500.00(on file)), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no

Lessor Initial _____

Lessee Initial _____

more than 5 persons, consisting of 3 adults and 2 children under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given 1 set of key(s) to the premises and 0 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Twenty Five Dollars (\$25.00).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

Lessor Initial _____

Lessee Initial _____

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that NO EXCEPTIONS shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. NO PETS!!! Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of One Thousand Five Hundred Dollars (\$1500.00), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

Lessor Initial _____

Lessee Initial _____

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of

re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in

Lessor Initial _____

Lessee Initial _____

every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms: In the event of a default under the terms of this lease, Lessor shall be entitled to all attorney fees and costs incurred in curing the default and/or evicting the lessee.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: _____

Lessee: _____

Lessee: _____

Lessee: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.
3. Tenant, and every member of the household shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenant or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the lease under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law, or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
7. In case of conflict between the provision of this addendum and any other provision of the leases, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Owner and Resident.

2400 N. Milwaukee Ave, Chicago 60641
Primary Address & Unit Number 1115 Date 5/26/21

FIRST AMENDMENT TO RESIDENTIAL LEASE

This FIRST AMENDMENT TO RESIDENTIAL LEASE (this "First Amendment") is made and entered into and become effective as of the 1st day of June, 2022 ("Effective Date"), by and between TLMV 24831 Milwaukee, LLC, an Illinois limited liability company, ("Lessor") having an address at 1900 Wright Boulevard, City of Schaumburg, Illinois 60193, and [REDACTED] having an address at 24803 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Lessee").

Preliminary Statements:

The following preliminary statements are a material part of this First Amendment.

A. Lessor and Lessee entered into a Residential Lease dated June 1, 2021, ("Lease") for that certain single-family residence located at 24803 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("House") and,

B. Lessor and Lessee now desire to amend the Lease as set forth in this First Amendment.

Agreements:

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, and for other good, lawful and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Consideration. The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration.

2. Lease Term and Rent. The term of the Lease shall be extended by an additional 24 months, to commence on June 1, 2022, and to end on May 31, 2024. The monthly Rent amount and due date shall remain the same. Lessor has applied to the Lake County for zoning relief affecting the Real Property and the House. If Lake County disapproves any of the related applications; or if pursuant to a Court order Lessor must stop using the House for residential purposes, then the Lease in its entirety and all of the Tenant's rights therein and all of the Landlord's obligations therein shall become null and void of no legal effect.

3. Caretaker Agreement. Lessee agrees to act as Property Caretaker and to monitor the Property having the following common address: 24801-24831 N. Milwaukee Avenue, Vernon Hills, Illinois, 60061 ("Real Property"), pursuant to the terms and conditions set forth herein.

a. Caretaker shall periodically and reasonably inspect the exterior and interior of Real Property and check for any signs of damages, forced entry, or any other condition that may be of concern to Lessor.

- b. Caretaker shall contact Lessor for any repairs in the event that Caretaker observes damage to Real Property that is evident and in need of repair.
 - c. Caretaker shall only occupy the House. Caretaker is only authorized for visitation of the remaining Real Property for the sole purpose of monitoring and observing property conditions.
 - d. Caretaker shall receive no additional payment for services tendered.
 - e. Caretaker shall maintain a basic log of any and all events described above and shall make such log available to the Lessor or their authorized representative upon demand. Such log shall include at a minimum the date of any activity and a description of the findings and activity of the Caretaker during each observation.
 - f. Caretaker shall comply with all laws relating to the monitoring of the Real Property.
 - g. On Termination of the Lease, Caretaker's right to monitor the Real Property shall cease and any relationship created under the Lease and this First Amendment. On Termination of the Lease, Caretaker shall promptly deliver to Lessor all keys, gate, and garage door openers to the Real Property, and all other items of property which are owned by Lessor and found in Caretaker's possession.
4. This First Amendment may be executed in multiple counterparts which, when taken together, shall constitute one and the same document. This First Amendment may be executed by facsimile signature.
5. Except as expressly modified by this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect and binding upon Lessor and Lessee. In the event of any conflict or inconsistency between the terms and conditions of this First Amendment and the terms and conditions of the Lease, the terms and conditions of this First Amendment shall control and govern. In all other respects, the terms and conditions of the Lease are hereby ratified in their entirety.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment effective the date and year first set forth above.

(Signature Page to Follow)

LESSOR:

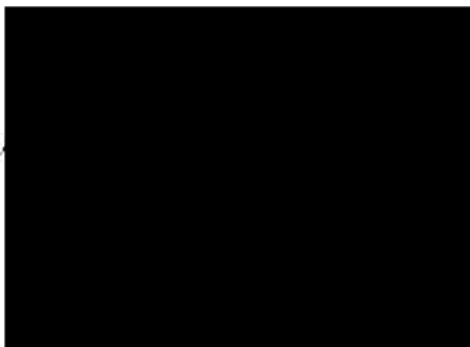
TLMV 24831 Milwaukee, LLC, an Illinois
Limited Liability Company,

as

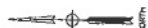
By: 

Date: _____, 2022

LESSEE:



Date: _____, 2022

[illegible]

CHAPTER 10

ORDERED BY: Diante & Line, LLC

SECURITY AGENCY 2000 4 24 11

PERI AY SURVIVANCE

המחיר הנמוך ביותר

(0001) 336-0763 (fax)

[illegible]

Compare your description and site markings with this plot and AT DICE report any discrepancies which you may find.

Q: Freedom File Composition
Byline Basis (Formerly known as North Community Study)

It is to be noted that this part and the survey as a whole is based on data made in accordance with 2015 Minimum Standard Test requirements for ALTA/ACSP Land Title Surveys, jointly established and adopted by ALTA and ACSP and includes items 1 - 4, 7(a), 8, 13 and 16 of Table "A" thereof. The work was completed on 1/24/18.

Guala, U. _____ September 7th _____ A.D. 90 18

My _____ since Professions and Service No 2049. My license expires 11/20/2018

Statement of Applicant's Manager and Ownership Interest

The Applicant is the record Owner of the subject property: **TLMV 24831 Milwaukee, LLC**, an Illinois limited liability company. Effective as of January 1, 2023,

1. 100% membership interest in TLMV24831 Milwaukee, LLC is held as follows:

**“TRACY LAMPIGNANO, as trustee of the JOSEPH LAMPIGNANO
ELECTED QTIP MARITAL TRUST created under the JOSEPH
LAMPIGNANO TRUST DATED JUNE 6, 2008”**

2. The Applicant's sole manager is **TLMV, LLC**, an Illinois limited liability company. The sole Manager of TLMV, LLC is Tracy Lampignano.

Natural Resource Information Report Application

McHenry-Lake County Soil and Water Conservation District

1648 S. Eastwood Dr., Woodstock, IL 60098 Voice: (815) 338-0099 Fax: (815) 338-7731

For office use only

File Number: _____ Date Received: _____ 20____
Fee: _____ (Please make check payable to McHenry-Lake County SWCD)

The McHenry-Lake County SWCD has thirty (30) days to complete this report after receipt of ALL the following items and after presentation to SWCD Board of Directors at their regularly scheduled meeting: Board meetings are scheduled for the first Tuesday of each month at the SWCD office.

Application Check List

Plat of Survey: ☒ Petition: _____ Fee: _____
Tentative plat: _____ Intensive Soil Survey: _____ Tile Investigation: _____
Certified Wetland and Determination/Delineation: _____

Processing of the NRI report will not begin until all the required items have been received by the MLCSWCD (office unless otherwise indicated by SWCD Staff)

Fee: Full report: \$400.00 for 1-3 acres and \$25.00 for each additional acre or part thereof.

Letter: \$100.00 SWCD will determine when letter or full report format will be necessary

TLMV 24831 Milwaukee, LLC

Petitioner's Name: _____ Phone: _____ Address: 1912 Wright Blvd.

Contact Person: Tracy Lampignano Phone: _____ Schaumburg, IL
60193

Address: 1912 Wright Blvd. Schaumburg, IL 60193

Parcel Index Number (s): (1) 15 - 10 - 101 - 007 (2) 15 - 10 - 101 - 008

(3) _____

Aggregate parcel size (acres): 3.75 AC

Current Zoning: GC Requested Zoning: GC

Description of Zoning Request: _____

Proposed Improvements:

<input type="checkbox"/> Dwellings on Slabs	<input type="checkbox"/> Common Open Space	<input checked="" type="checkbox"/> Drainage Ditches/Swales
<input type="checkbox"/> Dwellings with Basements	<input type="checkbox"/> Sewers	<input type="checkbox"/> Wet Retention Basin
<input type="checkbox"/> Commercial Buildings	<input type="checkbox"/> Individual Wells	<input checked="" type="checkbox"/> Storm Sewers
<input type="checkbox"/> Park/Playground Areas	<input type="checkbox"/> Community Water	<input checked="" type="checkbox"/> Dry Detention Basin
<input type="checkbox"/> Conservation Easements	<input type="checkbox"/> Septic Systems	<input type="checkbox"/> Other _____

Unit of Government Responsible: _____ County of McHenry ☒ County of Lake

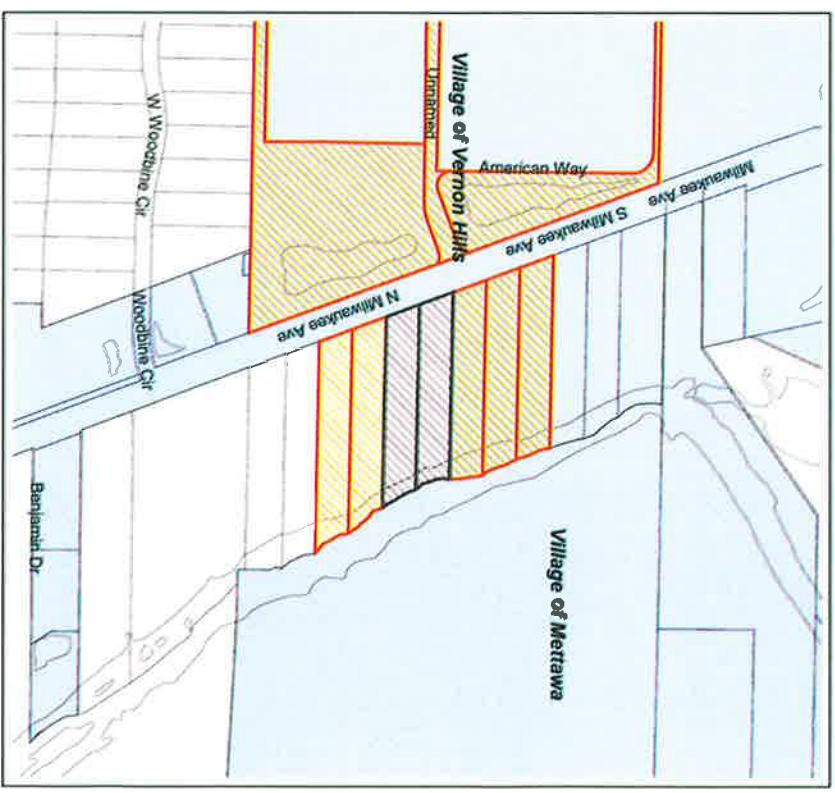
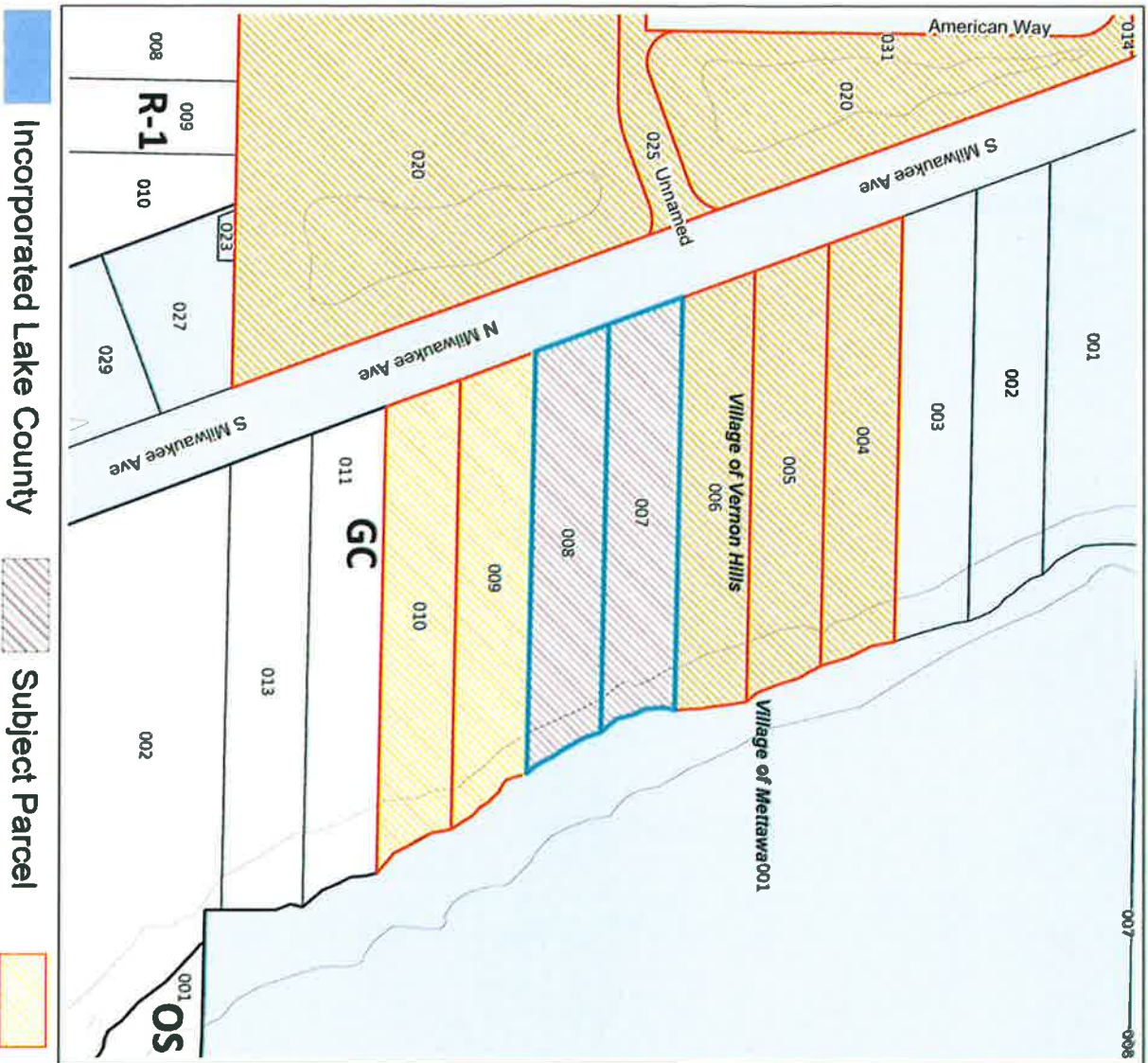
City/Town of Vernon Hills

Is the parcel within 1 mile of a Village or City Boundary? Yes/No (circle one)

If yes, which (City/Town/Village)? : Mettawa

It is understood that filing this application allows a district representative the right to conduct an onsite investigation of the parcel(s) described above. Furthermore, this report becomes subject to the Freedom of Information Act after presentation to the District Board of directors at their regularly scheduled meeting.

Contact person or Petitioner's signature: _____ Date: 2 / 17 / 20 23

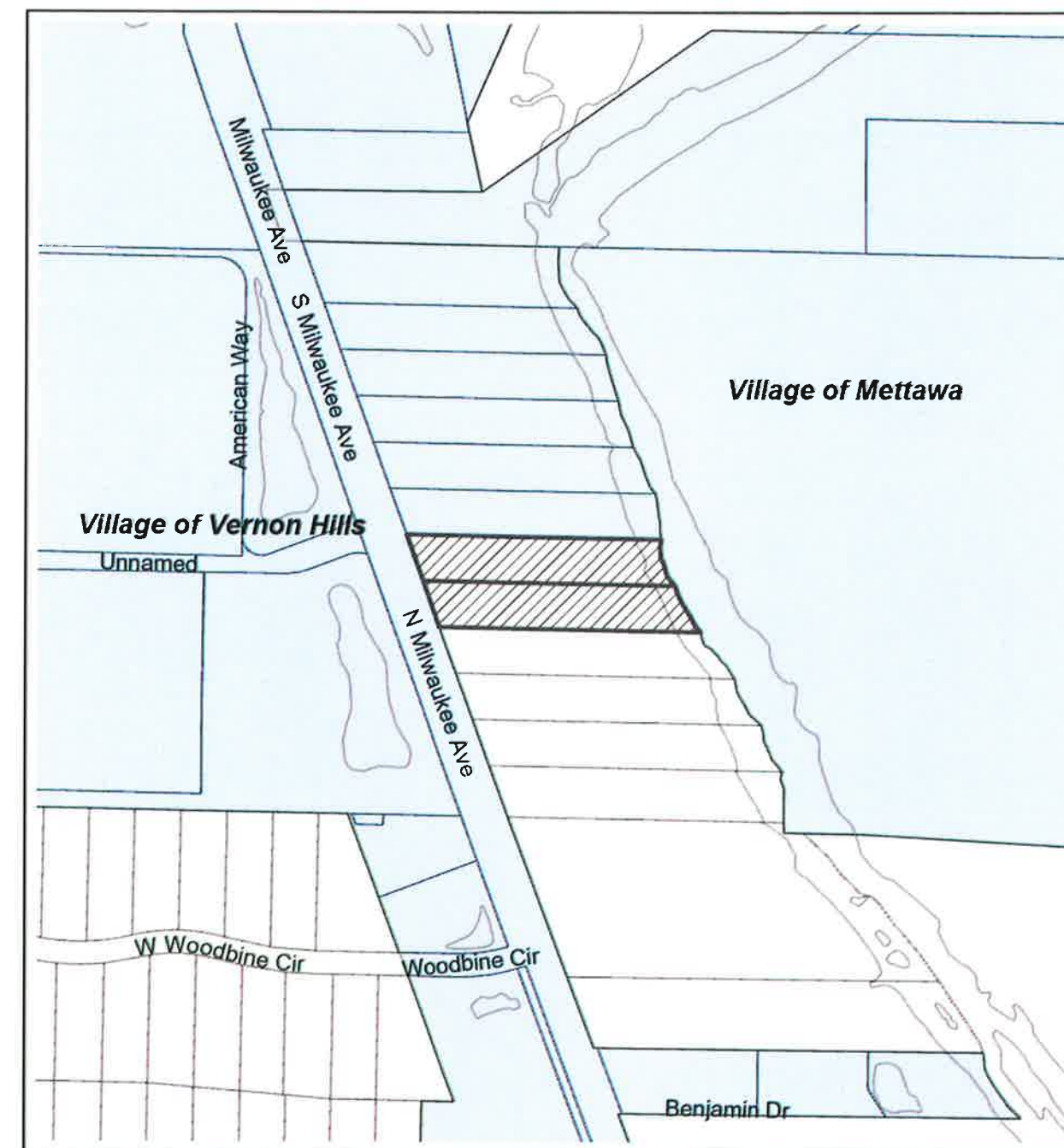


**Zoning Board of Appeals
Case # CUP-000918-2023
and VAR-000919-2023**



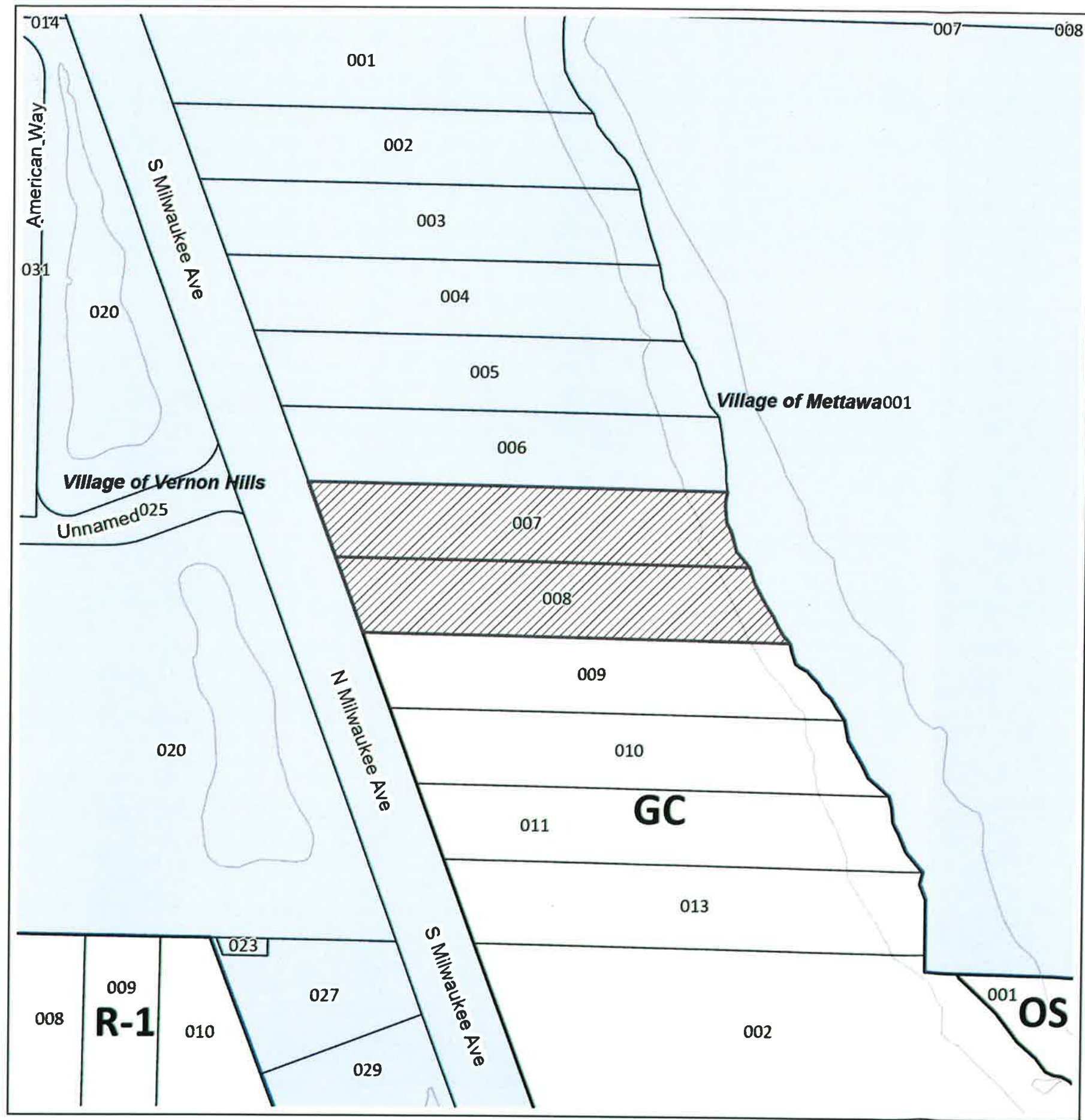


Incorporated Lake County
 Subject Parcel

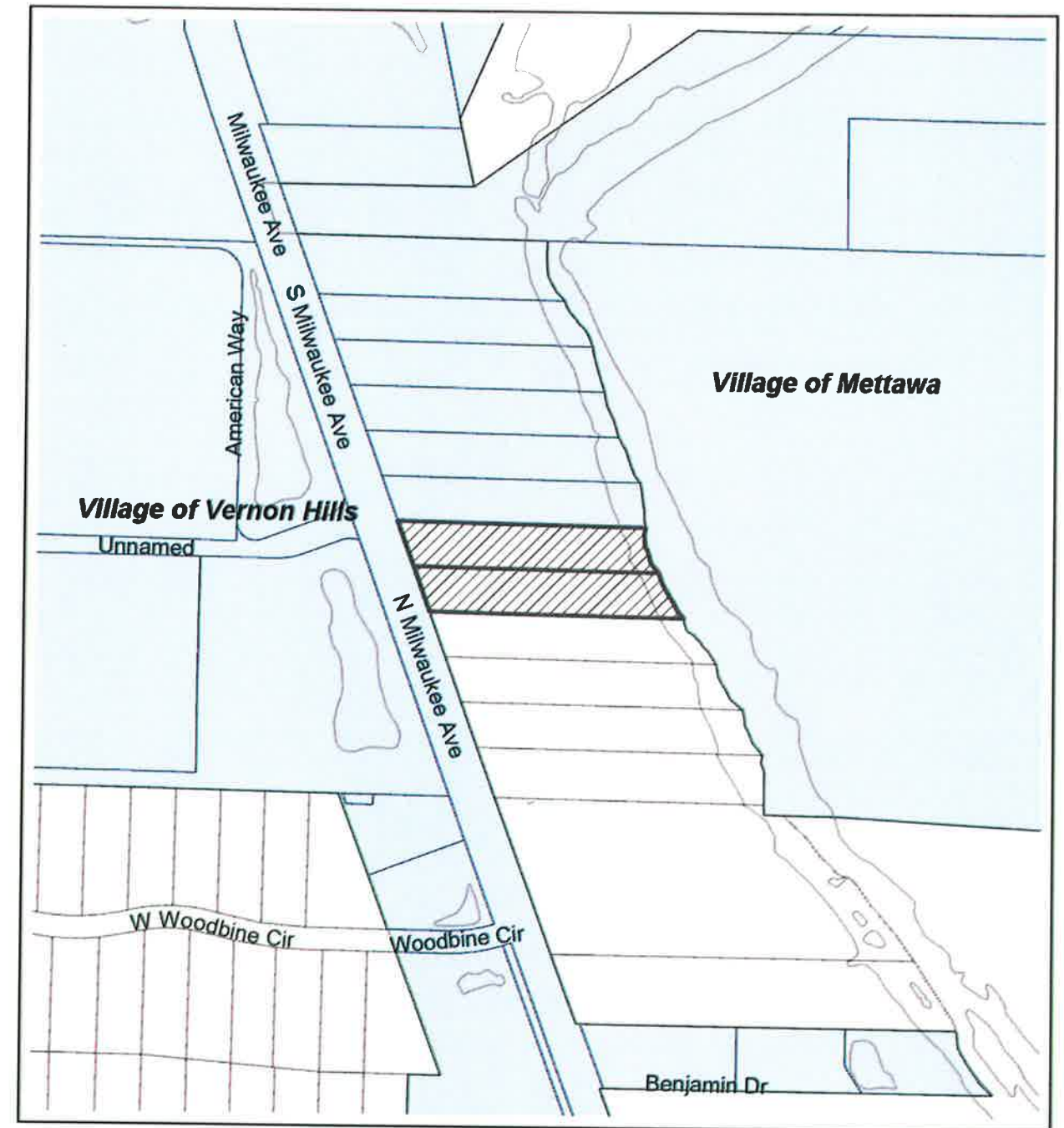


Zoning Board of Appeals
 Case # CUP-000918-2023
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0 55 110 220 330 440
 Feet



Incorporated Lake County
 Subject Parcel



Zoning Board of Appeals
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 and VAR-000919-2023

0 55 110 220 330 440
 Feet