

**LAKE COUNTY ZONING NOTICE**  
**RZON-001162-2026 – Rezoning and**  
**PUD-001163-2026 – A Conditional Use Permit**  
**for a Planned Unit Development (PUD)**  
**Preliminary Plan**

**Ela Township**

The Lake County Zoning Board of Appeals has scheduled a public hearing at 1:00 PM on Thursday May 28, 2026, at the Knights Banquet, 365 Surryse Rd, Lake Zurich, IL on the applications of the Housing Opportunity Development Corporation, contract purchaser, on behalf of the Lake County Housing Authority, record owner.

The applicant is petitioning to rezone 2.56 acres of land located on the south side of Woodland Rd at its intersection with Midlothian Rd. from the Residential-1 (R1) to Residential-6 (R6) zoning district. The applicant is also requesting a Conditional Use Permit for a Planned Unit Development (PUD) Preliminary Plan to allow for the construction of a 24-unit residential apartment building.

The properties associated with this application are:

Parcel 1: PIN 1416100056; 22843 W North Lakewood Ln., Lake Zurich, IL

Parcel 2: PIN 1416100057; 22795 W North Lakewood Ln., Lake Zurich, IL.

Please note quantitative values may be subject to minor alterations due to surveyed conditions.

The registered agent of the Housing Opportunity Development Corporation (HODC) is Richard Koenig 5340 Lincoln Ave. Skokie IL. The HODC Board of the Directors are Kathleen Cortez, 141 S Fremont Palatine, IL (President); William Sholten III, 1041 Ridge Rd. Wilmette IL (Vice President); Bruce Schiff 323 Red Coach Ln, Northbrook IL (Treasurer); Sarah Homan, 8120 N Oketo Ave. Niles IL.(Secretary); Kristin A. Berg 1505 Devon Ave. Park Ridge IL; Michael Cornell 211 5<sup>th</sup> St. Wilmette, IL; Otis Gatlin 467 Hummingbird Ln. Bolingbrook, IL; Phalecia Gray 3235 Milwaukee Ave. Glenview, IL; Jack Kaplan 2748 Bennett Ave. Evanston, IL; Donna Keller 337 Raleigh Rd. Kenilworth, IL; Ben Ortiz 410 Prides Run Lake in the Hills, IL; Robert J. Rodriguez 740 Carriage Way Deerfield IL; and Delisa Williams 4845 Conrad St. Skokie, IL.

This application is available for public examination online at <https://www.lakecountyil.gov/calendar.aspx?EID=12889> or at the office of the Lake County Zoning Board of Appeals, 500 W. Winchester Rd, Libertyville, Illinois, Attn: Thomas Chefalo, Project Manager 847-377-2120

**Gregory Koeppen**  
**Chair**

LAKE COUNTY ZONING BOARD OF APPEALS

CONDITIONAL USE PERMIT for a  
PLANNED UNIT DEVELOPMENT APPLICATION

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Applicant(s): Housing Opportunity Development Corporation  
(please print) Owner(s)

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Subject Present Zoning: R-1  
Property: Present Use: Office/formerly Nursing Home/Group Living  
Proposed Use: Multi dwelling Structure/ R6  
PIN(s): 14-16-100-056 and 14-16-100-057  
Address: 22843 Lakewood Lane, Lake Zurich, IL

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Legal description:  
(\_\_\_ see deed)

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Request: I/we request a conditional use permit for a planned unit development be approved to allow:

Construction of a 24 unit residential development

Explain why this conditional use permit for a planned unit development is justified:

The project made possible by the proposed rezoning from R-1 to R-6 is fully consistent with, and materially advances, the purpose and intent of the Lake County zoning regulations as described in the approval criteria.

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## **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 specifically explaining 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 Lake County Code (“Purpose and Intent,” Section 151.005);

The proposed use at this location is fully consistent with the stated purpose and intent of the Lake County Code (§151.005) because it advances the regulatory goals of promoting orderly development, protecting adjacent properties, supporting public infrastructure, enhancing environmental performance, and implementing the County’s adopted policy frameworks including the Regional Framework Plan (RFP).

### **§151.005(A) — Implementing the Regional Framework Plan**

The County Code requires that zoning decisions support the goals of the Comprehensive Plan and the RFP. The proposed development directly fulfills these goals by:

- delivering affordable workforce housing in a mixed-use area;
- using existing infrastructure efficiently (RFP §8.6.1);
- expanding the range of housing types and prices in Lake County (RFP §§8.2.3, 8.3.3); and
- directing growth to infill and redevelopment sites consistent with smart-growth principles.

### **§151.005(C) — Regulating the Location and Use of Land**

The property is located within a mixed-use corridor containing industrial, multifamily, institutional, and single-family uses nearby. The proposed moderate-density residential use aligns with the corridor’s transitional character, consistent with the County’s intent for regulating land use to reflect existing development patterns.

### **§151.005(D) — Regulating the Intensity of Uses**

The 2.6-acre site comfortably accommodates the proposed 24 units, parking, open space, and stormwater basin without overcrowding the site or encroaching on neighboring properties. The building height, massing, setbacks, and density conform to the R-6 standards and provide an appropriate land-use intensity for an infill parcel served by all utilities.

### **§151.005(E) — Protecting Landowners from Adverse Impacts**

The site design includes evergreen screening, fencing, downcast lighting, and building placement that reduces visual and privacy impacts on neighboring properties. The stormwater detention system to be created will reduce peak runoff rates, protecting neighbors from flooding. This recognizes that some residents currently experience flooding. This project corrects that deficiency by introducing detention where none exists today.

**§151.005(K) — Managing Growth**

The property is ready to be served by public sewer and water as approved by Lake Zurich, and by public roadways. Replacing a long-underused and obsolete structure with a high-quality, modern, well-managed residential development on an in-fill site improves property values and stabilizes the neighborhood. The RFP directs new housing to such infill locations.

**§151.005(N) & (O) — Encouraging Provision of Affordable Housing**

The new 24 affordable units directly advance the County’s objectives to expand the supply of affordable rental housing and locate it near employment and services.

**§151.005(Q) — Ensuring Protection from Fire and Flood**

The project includes full fire suppression, proper hydrant placement, adequate emergency access, and code-compliant construction. The new stormwater management system reduces peak flows for 2-, 10-, 50-, and 100-year storms and improves water quality according to the Stormwater Report through installation of modern detention capacity and enhanced stormwater management features.

**§151.005(R) — Providing Adequate Privacy, Light and Air**

The building orientation, setbacks, and additional landscape buffers ensure adequate separation, visual screening, and access to light and air for the residents and neighbors.

**Conclusion for Section A**

By advancing the majority of provisions within §151.005, the proposed use demonstrates full consistency with the purpose and intent of the Lake County Code.

- B. The proposed use in its proposed location complies with all applicable standards of the Lake County Code, including any applicable standards of Section 151.111 and 151.112.

The proposed use complies fully with all applicable Lake County Code requirements, including the general standards of the zoning ordinance, the standards of Section 151.111 and 151.112.

**Conclusion for Section B**

The proposed development meets the general and specific standards of the zoning ordinance, including the detailed PUD standards of §151.112. It provides superior site planning, environmental benefit, and public value consistent with the foundational intent of Lake County’s PUD regulations.

- 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 the application or as they may be developed in the future due to implementation of the Comprehensive Plan;

The proposed PUD will not generate any substantial adverse impacts and will, in several respects, reduce existing risks or improve neighborhood and environmental conditions.

### **1. Adjacent Property**

The proposed development includes stormwater management to protect neighbors and extensive screening, fencing, and thoughtful building orientation to ensure privacy and minimize visual impact on nearby residences. The two-story height is compatible with surrounding residential character, and parking areas are buffered with landscape plantings.

### **2. Neighborhood Character**

The new development will enhance neighborhood character by fitting in with the mix of industrial, multifamily, institutional, and single-family uses along the Midlothian Road corridor. The site is surrounded on all sides by a mix of uses, not just single-family to the west. This includes townhomes on Oakwood to the east, the Cedar Lake Assisted Living and Memory Care to the south, a growing industrial park to the east, and new dense subdivisions to the north. The project replaces a long-underused residential building with a modern, well-designed residential structure whose two-story scale, quality materials, and low massing match neighborhood character. The RFP identifies transitional locations like this as appropriate for moderate-density housing. This site represents the logical transition point because it abuts non-residential and denser housing uses to the north, east and south, while the single-family neighborhood begins immediately west, making this unique parcel the appropriate edge condition rather than an interior residential lot.

### **3. Natural Resources**

The site does not contain wetlands, floodplains, or habitat areas (Stormwater Report, p. 7). Redevelopment occurs entirely on disturbed land and will not affect natural areas. The stormwater management system enhances water quality and environmental performance for downstream neighbors by incorporating modern detention and treatment best practices like hydrocarbon removal technology and bioswale measures. Bird-safety/bird-friendly building design standards were used.

### **4. Infrastructure**

Water, sewer, and roadway systems have adequate capacity to serve the development without reduction in service to existing residents (TIS pp. 9–11; Staff Report, p. 19). No off-site roadway improvements are required. A new sidewalk along Midlothian Road will improve circulation.

### **5. Public Sites**

The development is wholly contained within the existing parcel and does not encroach on parks, open space, or public facilities. No public land acquisition or easement modification is needed.

## **6. Public Health, Safety, and General Welfare**

The project improves stormwater performance, includes full fire suppression, and complies with all ADA and building code standards. These improvements enhance safety for future residents and the surrounding community.

Even absent the countywide housing shortage, this site would still be appropriate for R-6 zoning because of its size, buffering capacity, existing infrastructure, and location at the edge of a mixed-use corridor rather than within an interior single-family block.

- D. The proposed development in its proposed location is consistent with the Regional Framework Plan;

The proposed redevelopment of Midlothian Manor is squarely aligned with the Regional Framework Plan (RFP), particularly Chapter 8: Housing, which identifies long-term constraints in housing supply, affordability challenges across Lake County, and the pressing need for a more diverse, well-located housing stock. The project directly advances the RFP's goals for increasing affordable housing opportunities, leveraging reinvestment in already-developed areas, and placing new homes in proximity to employment and transportation resources.

### **1. The RFP Documents a Countywide Housing Shortage and Need for More Units**

The RFP establishes that Lake County has experienced decades of population and household growth, driven by demographic changes and demand for additional housing units. As shown in Figure 8.1, Lake County added over 170,000 housing units between 1950 and 2000, with demand continuing to rise throughout the 1990s (net increases averaging 4,300 units per year). Even with this growth, the RFP finds that vacancy rates have remained exceptionally low, dropping to 4.3% in 2000 (and only 3.2% for traditional year-round units), clear indicators of an ongoing housing shortage (Regional Framework Plan Chapter 8). By adding 24 new affordable rental homes on a long-underused site, the proposed development responds directly to this documented regional deficit of housing units. It repurposes existing developed land to deliver new housing supply without consuming open space or extending infrastructure into rural areas, precisely the type of infill development the RFP prioritizes.

The RFP is further supported by the Lake County Housing Analysis (October 2023) which noted that countywide and sub-regional housing production is far below need. The report finds that from 2018–2022 Lake County permitted only about 1,200 housing units per year, which is well below both near-term ESRI projections and CMAP's long-term household growth forecasts, resulting in a significant and growing housing shortage (Executive Summary; Housing Construction section). This shortfall is projected to worsen, with an estimated countywide shortage of more than 11,000 units by 2027 if current trends continue (p. 26). This development would contribute new units at a scale and location consistent with the report's call for additional housing production, particularly infill and redevelopment.

### **2. The RFP Identifies a Severe Affordability Gap and the Project Addresses It**

## **Directly**

The RFP highlights the widening gap between housing prices and household incomes in Lake County. Median housing values increased 710% from 1970 to 2000, while median household incomes increased only 449% in the same period. After adjusting for inflation, housing values rose 81%, but household incomes rose only 24%, meaning housing costs have significantly outpaced wages. For renters, affordability pressures are equally significant: over 34.6% of rental households paid more than 30% of income on rent, making them “rent-burdened” according to HUD standards. The Midlothian Manor redevelopment directly responds to these findings by creating 24 new income-restricted units, deeply affordable to households who are increasingly priced out of the regional market. This helps the County meet its fair-share obligation to provide “decent, sound, sanitary and affordable housing” as envisioned by both the RFP and County Code §151.005(N).

The Housing Analysis recognizes the current severe shortage of affordable rental housing, especially in southern sub-regions of the County. The analysis documents that 43% of renters in Lake County are cost-burdened, paying more than 30% of income for housing, and that almost 29,000 renter households live in unaffordable housing (p. 19) . Importantly, affordable rental housing is heavily concentrated in the northern sub-regions, while the south sub-regions account for only 16% of the county’s affordable rental inventory, despite having major job centers (pp. 20–21). The proposal directly addresses this geographic imbalance by adding affordable rental housing in a south-county location where options are scarce.

### **3. The RFP Encourages Placing Affordable Housing Near Employment Centers and Transportation**

The RFP explicitly recognizes the need to develop housing options near job centers, public services, and transportation corridors (see RFP §§8.2.1, 8.2.3, and 8.3.3). Chapter 8 emphasizes that a mismatch exists between where people live and where jobs are located, and it promotes creating workforce housing in strategic locations to reduce commute times, support the labor market, and strengthen economic stability. The proposal fulfills these location-based recommendations:

- Proximity to employment: The site is located along the Midlothian Road corridor, identified in local advisory notes as near existing employment clusters in Lake Zurich and the wider Route 22 corridor.
- Transit access: Existing bus service operates on Route 22, within a reasonable walking distance, and the project includes new sidewalk connections, directly supporting RFP goals for transportation-linked housing development.
- **Compatibility with surrounding land uses:** The site is situated between low-/medium-density residential neighborhoods and commercial/light industrial uses, making multifamily development an appropriate transitional use—an approach fully consistent with the RFP’s future land use objectives.

These locational benefits directly implement RFP strategies encouraging higher density, workforce-oriented housing in areas with transportation access and economic activity.

As reported in the Housing Analysis, jobs are concentrated in the south, but affordable housing is not. The report shows that the South Central and Southeast sub-regions contain the largest concentrations of jobs, over 170,000 combined, yet have the fewest affordable rental options (pp. 12–13, 20). As a result, many workers commute long distances because they cannot afford to live near their jobs. The proposed development advances a central policy goal of aligning housing with employment, reducing commute distances and supporting workforce stability.

#### **4. The RFP Calls for Innovative, High-Efficiency Use of Existing Land, Achieved Here Through Infill and Redevelopment**

The RFP encourages “innovative approaches” to expand the County’s housing stock, including redevelopment of underutilized property and infill construction (RFP §8.5.2). Midlothian Manor exemplifies this:

- It reuses an existing, serviced, developed site containing a long-underutilized assisted living home.
- It avoids new environmental disturbance, consistent with RFP policies emphasizing protection of natural resources.
- It increases housing supply without extending infrastructure, directly supporting the RFP’s emphasis on efficient service provision and compact development.

Infill redevelopment is one of the highest-value strategies identified in the RFP because it meets housing needs while protecting rural areas and limiting the fiscal burden of extending roads, utilities, and public services. This project does exactly that.

Throughout the County new rental construction is almost entirely luxury housing according to the Housing Analysis which concludes that nearly all new multifamily construction in Lake County is luxury “Class A” housing, with rents far exceeding what moderate-income households can afford (pp. 15, 23). Median gross rents in south-county sub-regions exceed \$1,700, while many essential workers can only afford \$900–\$1,400 per month based on income (p. 19). The project fills a gap the private market is not addressing and aligns with the report’s conclusion that publicly supported affordable housing is necessary to meet county needs.

#### **5. The RFP Encourages Higher Density Housing in Appropriate Locations**

RFP §8.6.1 supports higher-density housing near employment and transportation, including pedestrian access improvements. This project increases density modestly but appropriately for a transitional corridor, and it does so in a way that aligns with the County’s strategic growth management goals. The project:

- Concentrates housing within a developed corridor, consistent with §8.2.3’s guidance on future land use planning.
- Aligns with Lake County Code §151.005(K) directing growth to areas served by adequate roads, sewers, and water systems.
- Responds to the documented market imbalance between lower- and higher-value housing areas across the County (RFP Figure 8.6, showing the distribution of market values).

In addition, small-scale infill redevelopment is explicitly encouraged in the Housing Analysis. The report emphasizes that large master-planned developments alone will not meet housing demand, and that small-scale infill redevelopment on existing sites is a necessary strategy, particularly in established communities with infrastructure already in place (p. 26). It can be argued that Midlothian Manor is exactly the type of modest-scale, infill redevelopment the analysis identifies as essential.

By placing new affordable housing in a logical transitional and economically connected location, the proposed development is consistent with the RFP's long-term vision.

### **Conclusion for Section D**

Taken together, the redevelopment of Midlothian Manor strongly advances the Regional Framework Plan by:

- Addressing documented countywide housing shortages and affordability gaps.
- Locating workforce housing near employment centers and transportation.
- Reusing previously developed land, fully consistent with smart-growth principles.
- Supporting the County's fair-share affordable housing goals.
- Enhancing the efficiency of infrastructure and public service provision.
- Aligning with multiple specific RFP strategies, policies, and data-supported findings.

By delivering new, well-located, affordable homes through efficient infill redevelopment, the project fully satisfies Criterion D and demonstrates consistency with the Regional Framework Plan's intent, principles, and documented priorities as well as the needs expressed in the recent Lake County Housing Analysis.

- E. The proposed development in its proposed location complies with the PUD standards of Section 151.132

The proposed development fully complies with the standards and intent of Lake County Code §151.132, which establishes the requirements for Planned Unit Developments (PUDs). The PUD framework exists to permit coordinated, flexible, and superior site planning that cannot be achieved under conventional zoning. The proposed redevelopment exemplifies these purposes. It delivers a well-designed, environmentally responsible, and context-appropriate housing community that achieves a higher level of site performance, public benefit, and neighborhood compatibility than would be possible under strictly conventional R-6 standards.

#### **1. The PUD promotes a unified, coordinated development pattern not achievable through conventional zoning.**

The PUD allows the development to be planned holistically, enabling careful integration of the building footprint, parking areas, stormwater detention basin, open space, and landscaped buffers into a single coordinated plan. Because the site contains unique transitional edges, including single-family residences to the north and west, institutional and multifamily uses to the east and south, and commercial/light industrial uses to the

east, conventional zoning alone would not provide the flexibility necessary to address these diverse adjacencies. The PUD enables the building to be oriented in an east–west direction, reducing visual mass facing neighboring homes, and allows the parking lot and detention basin to be placed in locations that maximize screening and minimize neighborhood impact. These design decisions directly reflect the purpose of §151.132 to encourage unified, context-sensitive development.

## **2. The PUD results in a superior site design that provides public benefits.**

The project provides several public benefits that exceed the outcomes of standard zoning. The inclusion of 24 newly constructed, income-restricted housing units directly advances the County’s housing objectives and helps address the documented affordability gap identified in the Regional Framework Plan and the Lake County Housing Analysis. Additionally, the development’s new stormwater management system represents a significant environmental improvement over existing conditions, reducing peak runoff rates for major storm events, increasing detention capacity, improving water quality through controlled release, and offering enhanced protection to downstream properties. These elements align with the explicit PUD purpose of achieving public benefit beyond what is required by right.

## **3. The PUD ensures compatibility with surrounding land uses through enhanced buffering, screening, and building placement.**

Section 151.132 emphasizes compatibility with adjacent uses, and the proposed development achieves this through deliberate design. The two-story building height matches the scale of nearby residential architecture, while the façade materials (fiber cement siding, stone detailing, and residential-scaled window proportions) reflect traditional suburban design. A deep, evergreen-based landscape buffer on the western edge protects the privacy of neighboring homes, reinforced by fencing and the placement of the narrow façade toward existing residences. Site lighting is fully shielded and downcast, ensuring no off-site glare. Together, these measures meet and exceed the compatibility expectations of the PUD ordinance.

## **4. The PUD promotes efficient use of land and existing infrastructure.**

A core purpose of §151.132 is to ensure that PUDs use land and infrastructure efficiently. The redevelopment accomplishes this by locating quality new housing on a fully serviced, previously improved site with access to public water, sewer, and existing roadways. The site’s configuration allows the building, parking, and stormwater system to function efficiently without overcrowding the land or burdening existing services. The Traffic Impact Study demonstrates that surrounding streets will continue to operate at acceptable levels of service, and the Parking Demand Memo confirms that on-site parking is more than adequate for expected demand.

## **5. The PUD protects and enhances environmental quality.**

Section 151.132 places strong emphasis on environmental protection, which the proposed development directly advances. The Stormwater Report shows that the project’s detention basin reduces peak runoff rates for 2-, 10-, 50-, and 100-year storms, thereby decreasing the risk of downstream flooding. Water quality is improved

through sedimentation and controlled discharge compared to the existing condition. Water quality will also be improved with hydrocarbon removal technology and bioswale measures. Because the redevelopment occurs entirely on previously disturbed land with no wetlands, habitat areas, or natural resources present, the project avoids the environmental impacts associated with greenfield development. These outcomes fully satisfy the environmental objectives of the PUD standards.

#### **6. The PUD ensures functional circulation and safe access.**

The development meets the PUD requirement for efficient and safe vehicular and pedestrian circulation. The site plan uses the location of the existing driveway and the access drive from Lakewood Lane is designed according to County standards, providing clear sight distances and accommodating emergency vehicle turning movements. Internal circulation is simple and direct, minimizing conflict points. Pedestrian pathways connect building entrances to parking areas and to the public sidewalk network. The installation of a new sidewalk along Midlothian Road further enhances public infrastructure by improving pedestrian safety and connectivity. These design elements advance the PUD's safety and mobility objectives.

#### **7. The PUD delivers high-quality architectural and landscape design.**

Section 151.132 encourages architectural and landscape treatments that produce an attractive and cohesive development. The building's massing, rooflines, materials, and façade articulation reflect high-quality residential design. The landscape plan includes year-round evergreen screening, shade trees, foundation plantings, and enhanced perimeter buffers. These improvements exceed minimum zoning requirements and enhance both on-site aesthetics and neighborhood character.

#### **8. The PUD provides measurable public benefits.**

The proposed development contributes significant and quantifiable public benefits, including:

- Improved stormwater performance, reducing runoff and downstream risk.
- Reinvestment in a long-underused property, strengthening community stability.
- Efficient use of existing infrastructure, avoiding new public expenditures.
- Creation of affordable workforce housing, aligned with Countywide goals.
- Increased tax revenues from returning this property to the tax rolls.
- Improved pedestrian safety and connectivity from a new public sidewalk.
- Enhanced site design and buffering, protecting surrounding residential properties.

These public benefits satisfy the core intent of the PUD ordinance: to produce outcomes that exceed those achievable under conventional zoning.

#### **Conclusion for Section E**

The proposed Manor redevelopment clearly satisfies all standards and objectives of §151.132, Planned Unit Developments. It demonstrates superior design, ensures compatibility with nearby properties, enhances environmental conditions, leverages existing infrastructure, and provides substantial public benefits, most notably the creation of affordable housing consistent with Countywide policy goals. The PUD

mechanism allows the project to function as a well-planned, integrated development that achieves outcomes far better than could be produced under conventional zoning, thereby fully meeting the intent and letter of the PUD standards.

- F. The proposed development in its proposed location will not result in a substantial adverse effect 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 Regional Framework Plan:

The proposal not only avoids adverse impacts but also produces positive improvements to the surrounding area. As a Planned Unit Development, the project demonstrates an elevated standard of performance in site design, environmental protection, and neighborhood compatibility. The redevelopment meets or exceeds this requirement by providing a well-designed, environmentally responsible community that improves the condition of the site compared to its existing, long- underused state.

### **1. Adjacent Property**

The development will not adversely affect adjacent properties because it has been designed with specific measures to respect neighborhood context and protect nearby homes. The two-story building height is compatible with existing residential scale and is significantly lower in intensity than many multifamily developments allowed in the County. The building is oriented to present the narrow side toward residential properties to the west, reducing visual mass and preserving access to light and air. Extensive evergreen landscaping, perimeter fencing, and year-round buffers create a meaningful separation between the site and the adjacent single-family homes to the west while downcast lighting ensures no light spillover. The site design also eliminates the deteriorated conditions associated with the long-underutilized housing, replacing an underused property with a well-maintained, professionally managed residential community. Modern, professionally managed housing, like that proposed, does not depress surrounding property values according to peer-reviewed research. Replacing a deteriorating structure with a high-quality, sprinklered, green, and accessible residential building enhances safety, appearance, and community well-being.

### **2. Natural Resources**

The project avoids negative environmental impacts because the site contains no wetlands, floodplain, habitat areas, or environmentally sensitive features, as confirmed in the Stormwater Report. All improvements occur on previously disturbed land, ensuring no loss of natural resources. The proposed stormwater system significantly improves water quality compared to current conditions by providing controlled release, sedimentation, and detention capacity for major storm events with hydrocarbon removal technology and bioswale measures. In this context, the redevelopment not only avoids harm to natural resources, it enhances environmental performance and watershed function.

### **3. Infrastructure**

The development will not burden public infrastructure. The Village Staff Report confirms that the water and sewer systems have adequate capacity to serve the project. While peak-hour congestion may be experienced, the Traffic Impact Study shows that roadway levels of service will remain acceptable with the development in place. No roadway improvements or utility upgrades are required. The project improves drainage and reduces peak flow rates, decreasing strain on the stormwater system during major storms. Because the PUD allows for coordinated placement of the detention basin and careful grading adjustments, the infrastructure impacts are more effectively managed under the PUD structure than they would be under conventional zoning. Emergency services can access the site safely, and building codes will ensure fully compliant suppression, alarm, and life-safety systems. As a result, the project presents no adverse effect on any County infrastructure system.

#### **4. Public Sites**

The development does not interfere with, burden, or reduce the functionality of any public sites. It does not rely on parkland, rights-of-way, or public open space, nor does it require the dedication or alteration of any public land. The project remains entirely within private property boundaries. In addition, by improving the public-facing appearance of the property, i.e. landscaping, architectural quality, lighting design, the development contributes positively to the character and visual quality of the surrounding community, indirectly benefiting nearby public spaces.

#### **5. Public Health, Safety, and General Welfare**

The redevelopment will enhance public health, safety, and welfare in several ways. The stormwater improvements protect downstream homes, the fire-suppressed building improves life safety compared to the old structure, and the ADA-compliant design supports equitable access. Professional property management ensures ongoing maintenance, compliance, and responsible tenancy. The installation of a new sidewalk along Midlothian Road further enhances public infrastructure by improving pedestrian safety and connectivity. Affordable workforce housing contributes to socioeconomic stability and community health, especially given the affordability gaps documented in the Regional Framework Plan and the Lake County Housing Analysis. Finally, replacing an underused, deteriorating building reduces potential nuisance and safety issues associated with long-term vacancy, improving neighborhood well-being and security.

#### **Conclusion for Section F**

For all these reasons, the proposed development will not produce any substantial adverse effect on adjacent property, natural resources, infrastructure, public sites, or public welfare. On the contrary, the project advances the goals of the Planned Unit Development ordinance by improving environmental performance, enhancing site aesthetics, strengthening neighborhood stability, supporting local housing needs, and reducing long-standing risks associated with outdated infrastructure. The redevelopment provides measurable public benefits and elevates the condition of the site well above its existing state, fully satisfying Criterion F.

**APPLICANT INFORMATION**

<b>Owner (include all fee owners listed on deed):</b>		<b>Authorized Agent:</b> I/we hereby authorize this person to represent me/us in all matters related to this application:	
Name:	HOUSING AUTHORITY OF THE COUNTY OF LAKE	Name:	
Address:	33928 N US HIGHWAY 45, GRAYSLAKE	Address:	
State/Zip:	IL 60030-1714	State/Zip:	
Daytime Phone:	[REDACTED]	Daytime Phone:	
Email:	[REDACTED]	Email:	

<b>Applicant (if other than owner):</b>		<b>Contract Purchaser (if any):</b>	
Name:	Housing Opportunity Development Corporation	Name:	Housing Opportunity Development Corporation
Address:	5430 Lincoln Ave, Skokie	Address:	5430 Lincoln Ave, Skokie
State/Zip:	Illinois, 60077	State/Zip:	Illinois, 60077
Daytime Phone:	[REDACTED]	Daytime Phone:	[REDACTED]
Email:	[REDACTED]	Email:	[REDACTED]

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

[REDACTED]

Owner's Signature

[REDACTED]

Owner's Signature

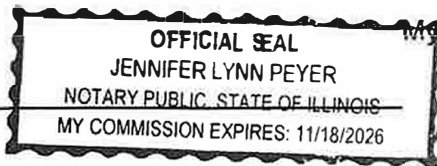
[REDACTED]

Signature(s) of contract purchasers (If applicable)

I, Jennifer Lynn Peyer a Notary Public aforesaid, do hereby certify that Richard Koenig, Executive Director - HODC personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of March 16, 2026 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 16 day of March, 2026

(Seal)



My Commission expires

11/18/2026

**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

**Billing Contact Information:**

Richard Koenig  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Email

  
\_\_\_\_\_  
Phone Number

**THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION**



**CHICAGO ASSOCIATION OF REALTORS®**  
**Multi-Family & Investment Purchase and Sale Contract**  
 (For use with 2-4 unit or apartment/investment properties)  
**This Contract is Intended to be a Binding Real Estate Contract**



1 **1. Contract.** This Residential Real Estate Purchase and Sale Contract ("**Contract**") is made by and between  
 2 Housing Opportunity Development Corporation ("**Buyer**"), and Lake County Housing Authority ("**Seller**")  
 3 (Buyer and Seller collectively, ("**Parties**"), with respect to the purchase and sale of the real estate and improvements located at  
 4 22843 Lakewood Lane, Lake Zurich IL ("**Property**") which consists of 0 units.

5 The Property P.I.N. # is 14-16-100-056-0000, 14-16-100-047-0000. Lot Size: 2.55 acres  
 6 Additional P.I.N. #(s) (if applicable) \_\_\_\_\_

7 **2. Fixtures and Personal Property.** At Closing (as defined in Paragraph 8 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale  
 8 all heating, cooling, electrical and plumbing systems, and the following checked and enumerated items (collectively, "**Fixtures and Personal Property**"), which Fixtures and  
 9 Personal Property are owned by Seller, and to Seller's knowledge, are currently present on the Property and in operating condition as of the Acceptance Date:

- |   |  |  |   |  |
|---|--|--|---|--|
| <input type="checkbox"/> Refrigerator     | <input type="checkbox"/> Sump Pump                                     | <input type="checkbox"/> Central air conditioner   | <input type="checkbox"/> Fireplace screen       | <input type="checkbox"/> Built-in or attached    |
| <input type="checkbox"/> Oven/Range       | <input type="checkbox"/> Smoke and carbon monoxide                     | <input type="checkbox"/> Window air conditioner    | <input type="checkbox"/> and equipment          | <input type="checkbox"/> shelves or cabinets     |
| <input type="checkbox"/> Microwave        | <input type="checkbox"/> detectors                                     | <input type="checkbox"/> Electronic air filter     | <input type="checkbox"/> Fireplace gas log      | <input type="checkbox"/> Ceiling fan(s)          |
| <input type="checkbox"/> Dishwasher       | <input type="checkbox"/> Intercom system                               | <input type="checkbox"/> Central humidifier        | <input type="checkbox"/> Firewood               | <input type="checkbox"/> Radiator covers         |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Security system (rented or owned) (check one) | <input type="checkbox"/> Attached gas grill        | <input type="checkbox"/> All planted vegetation | <input type="checkbox"/> Existing storms         |
| <input type="checkbox"/> Trash compactor  | <input type="checkbox"/> Satellite Dish                                | <input type="checkbox"/> Lighting fixtures         | <input type="checkbox"/> and screens            | <input type="checkbox"/> Outdoor play set/swings |
| <input type="checkbox"/> Washer           | <input type="checkbox"/> Attached TV(s)                                | <input type="checkbox"/> Electronic garage door(s) | <input type="checkbox"/> with remote unit(s)    | <input type="checkbox"/> Window treatments       |
| <input type="checkbox"/> Dryer            | <input type="checkbox"/> TV Antenna                                    | <input type="checkbox"/> Tacked down carpeting     | <input type="checkbox"/> Other Equipment        | _____  |
| <input type="checkbox"/> Water Softener   | <input type="checkbox"/> Multimedia equipment                          |  |   |  |

19 Seller shall also transfer the following: n/a  
 20 The following items are excluded from transfer: n/a

21 **3. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 480,000 ("**Purchase Price**").

22 **4. Closing Cost Credit (Optional).** Check if applicable  Seller agrees to credit to Buyer at Closing (check one)  \$ \_\_\_\_\_ OR  \_\_\_\_\_% of Purchase Price  
 23 ("**Closing Cost Credit**"), to be applied to prepaid expenses, closing costs or both as lender permits, and that such credit appears on the Master Statement or Closing  
 24 Disclosure.

25 **5. Home Warranty (Optional).** Check if applicable  Seller agrees to provide Buyer with a Home Warranty at Closing, at a cost of no less than: \$ \_\_\_\_\_.

26 **6. Earnest Money.** Upon the Parties execution and delivery of this Contract, Buyer shall deposit with n/a ("**Escrowee**"),  
 27 earnest money in the amount of \$ \_\_\_\_\_, in the form of \_\_\_\_\_ within \_\_\_\_\_ Business Days after the Acceptance Date. The  
 28 earnest money shall be increased to (check one)  \_\_\_\_\_% [percent] of the Purchase Price, OR  a total of \$ \_\_\_\_\_ ("**Earnest Money**")  
 29 within \_\_\_\_\_ Business Days after the conclusion of the Attorney Approval Period (as established in Paragraph 17 of this Contract). The Parties acknowledge and agree that  
 30 (i) the Parties shall execute all necessary documents with respect to the handling of the Earnest Money in form and content mutually agreed upon between the Parties and  
 31 (ii) unless otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

32 **7. Mortgage Contingency.** Parties agree that this Contract (check one)  [is]  [is not] subject to Paragraph 7, Mortgage Contingency. If [is not] is checked,  
 33 then this Paragraph 7 does not apply. This Contract is contingent upon Buyer securing by December 31, 2027 ("**First Commitment Date**") a written mortgage  
 34 commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial  
 35 institution, in the amount of (check one)  \$ \_\_\_\_\_ OR  100% [percent] of the Purchase Price, the interest rate (or initial interest rate if an adjustable rate  
 36 mortgage) not to exceed 0% per year, amortized over 30 years, payable monthly, loan fee not to exceed \_\_\_\_\_%, plus appraisal and credit report fee, if any  
 37 ("**Required Commitment**"). Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8 or Rider  
 38 9 shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or  
 39 before that Date. Thereafter, Seller may, within 30 Business Days after the First Commitment Date ("**Second Commitment Date**"), secure the Required Commitment for  
 40 Buyer upon the same terms, and may extend the Closing Date by 30 Business Days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish  
 41 all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed  
 42 by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest  
 43 Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and  
 44 neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be  
 45 returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract  
 46 shall remain in full force and effect.

47 **8. Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Earnest Money, Closing Cost Credit, plus or minus prorations and escrow  
 48 fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer ("**Closing**"). Closing shall occur on or prior to May 31, 2028  
 49 at a time and location mutually agreed upon by the Parties ("**Closing Date**").

50 **9. Possession.** Unless otherwise agreed to in Rider 22 Post-Closing Possession Rider, Seller agrees to deliver possession of the property, subject to existing leases,  
 51 at Closing. If Seller does not surrender possession at Closing, Seller shall be considered in default of this Contract.

52 **10. Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") with release of  
53 homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants,  
54 conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and  
55 unconfirmed; homeowners or condominium association declaration and bylaws, if any; general real estate taxes not yet due and payable at the time of Closing; and the  
56 rights of tenants under existing leases affecting the Property, if any.

57 **11. Real Estate Taxes.** Seller represents that the total 20\_\_\_ general real estate taxes for the Property and all P.I.N.s referenced paragraph 1 of this Contract were  
58 \$ 0\_\_\_. General real estate taxes for the Property are subject to the following exemptions (**check box if applicable**):  Homeowner's.  Senior Citizen's,  
59  Senior Freeze.  Historical Tax Freeze. General real estate taxes shall be prorated based on \_\_\_% of the most recent ascertainable full year tax bill, unless  
60 mutually agreed to otherwise by the Parties in writing prior to the expiration of the Attorney Approval Period.

61 **12. Leases.** Seller shall deliver to Buyer a complete copy of all existing leases affecting the Property and a rent roll within 5 Business Days of the Acceptance Date.  
62 Seller represents and warrants that the present monthly gross rental income is \$ 0\_\_\_. Seller shall notify Buyer, prior to Closing, of any (i) new leases; (ii)  
63 modifications or amendments to the existing leases, and (iii) changes in the monthly gross rental income. All existing leases, if any, will be assigned by Seller and assumed  
64 by Buyer at Closing through an assignment and assumption agreement mutually agreeable to the Parties.  
65

66 **13. Zoning Certification; Full Payment Certificate.** If Property is subject to the current City of Chicago Zoning Ordinance, then Seller shall: (i) provide zoning  
67 certification to Buyer at least 5 Business Days prior to Closing; and (ii) provide a full payment certificate to Buyer on or before the Closing Date.

68 **14. Code Violations.** Seller warrants that Seller (**choose one**)  [has] OR  [has not] received notice from any city, village, or other governmental authority  
69 of an issued dwelling code violation that currently exists on the Property ("**Code Violation Notice**"). Buyer (**choose one**)  [agrees] OR  [does not agree] to purchase  
70 Property subject to such Code Violation Notice. If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall promptly notify Buyer of the  
71 Code Violation Notice. If the matters specified in such Code Violation Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this  
72 Contract shall be null and void.

73 **15. Disclosures.** Buyer has received the following (**check Yes or No**): (a) Illinois Residential Real Property Disclosure Report:  Yes/ No; (b) Heat Disclosure  
74 (gas/electric):  Yes/ No; (c) Lead Paint Disclosure and Pamphlet:  Yes/ No; and (d) Radon Disclosure and Pamphlet:  Yes/ No.

75 **16. Confirmation of Dual Agency.** If initialed below, Licensee is acting as a "Designated Agent" for both Buyer and Seller, ("Dual Agency"). The Parties confirm that  
76 they have previously consented and agreed to have \_\_\_\_\_ ("**Licensee**") act as *Dual Agent* in providing brokerage  
77 services on behalf of the Parties and specifically consent to Licensee acting as *Dual Agent* on the transaction covered by this Contract. Initial below if Buyer and Seller  
78 consented to *Dual Agency* on the transaction covered by this Contract.

79 *This Paragraph 16 is a part of this Contract only if initialed by the Parties.* Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

80 **17. Attorney Modification.** Within \_\_\_ Business Days after the Acceptance Date ("**Attorney Approval Period**"), the attorneys for the respective Parties, by notice,  
81 may: (a) approve this Contract in its entirety; or (b) propose modifications to this Contract ("**Proposed Modifications**"), which Proposed Modifications shall not include  
82 modifications to the Purchase Price or broker's compensation. If written agreement is not reached by the Parties with respect to resolution of the Proposed Modifications,  
83 then either Party may terminate this Contract by serving notice, whereupon this Contract shall be null and void and the Earnest Money returned to Buyer. **Unless otherwise**  
84 **specified, all notices shall be provided in accordance with Paragraph D of the General Provisions. In the absence of delivery of Proposed Modifications prior to the**  
85 **expiration of the Attorney Approval Period, the provisions of this Paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

86 **18. Inspection.** Within \_\_\_ Business Days after the Acceptance Date ("**Inspection Period**"), Buyer may conduct, at Buyer's sole cost and expense (unless otherwise  
87 provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood infestation, and/or mold inspections of  
88 the Property ("**Inspections**") by one or more properly licensed or certified inspection personnel (each, an "**Inspector**"). The Inspections shall include only major components  
89 of the Property, including, without limitation, central heating, central cooling, plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and  
90 foundations. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute  
91 a health or safety threat. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's  
92 Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("**Buyer's Inspection Notice**") of any defects disclosed by the  
93 Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspection report(s). **Buyer agrees that minor repairs and**  
94 **maintenance collectively costing less than \$250 shall not constitute defects covered by this Paragraph.** If the Parties have not reached written agreement resolving the  
95 inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice to the other Party. In the event of such notice, this Contract  
96 shall be null and void and the Earnest Money shall be returned to Buyer. **In the absence of written notice prior to the expiration of the Inspection Period, this provision**  
97 **shall be deemed waived by all Parties, and this Contract shall be in full force and effect.**

98 **19. General Provisions, Riders and Addendums.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND  
99 DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND THE  
100 FOLLOWING RIDERS AND ADDENDUMS, IF ANY, \_\_\_\_\_,  
101 \_\_\_\_\_, WHICH ARE ATTACHED TO AND MADE A PART OF THIS CONTRACT.

102 This Contract shall be of no force or effect if not accepted by Seller on or before 4/30/2026.

103 OFFER DATE: 3/9/2026

ACCEPTANCE DATE: \_\_\_\_\_ ("Acceptance Date").

104 BUYER'S INFORMATION:

SELLER'S INFORMATION:

105 Buyer's Signature: Richard Koenig Digitally signed by Richard Koenig  
Date: 2026.03.09 12:45:40 -05'00'

Seller's Signature: *Laura J. Baker*

106 Buyer's Name (print): Housing Opportunity Development Corporation or its designee

Seller's Name (print): Lake County Housing Authority or owner of record

107 Buyer's Signature: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_

108 Buyer's Name (print): \_\_\_\_\_

Seller's Name (print): \_\_\_\_\_

109 Address: 5340 Lincoln Avenue

Address: \_\_\_\_\_

110 Phone 1: [REDACTED] Phone 2: 847-508-0418

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

111 Email 1: \_\_\_\_\_

Email 1: \_\_\_\_\_

112 Email 2: \_\_\_\_\_

Email 2: \_\_\_\_\_

113 **The names and addresses set forth below are for informational purposes only and subject to change**

114 Buyer's Broker's Information:

Seller's Broker's Information:

115 Designated Agent: \_\_\_\_\_

Designated Agent: \_\_\_\_\_

116 Agent MLS #: \_\_\_\_\_ Agent License #: \_\_\_\_\_

Agent MLS #: \_\_\_\_\_ Agent License #: \_\_\_\_\_

117 Brokerage: \_\_\_\_\_

Brokerage: \_\_\_\_\_

118 Brokerage MLS #: \_\_\_\_\_ Brokerage License #: \_\_\_\_\_

Brokerage MLS #: \_\_\_\_\_ Brokerage License #: \_\_\_\_\_

119 Address: \_\_\_\_\_

Address: \_\_\_\_\_

120 Agent Phone: \_\_\_\_\_ Agent Fax: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Agent Fax: \_\_\_\_\_

121 Email: \_\_\_\_\_

Email: \_\_\_\_\_

122 Buyer's Attorney's Information:

Seller's Attorney's Information:

123 Attorney Name: Andrew Werth

Attorney Name: \_\_\_\_\_

124 Address: 2822 Central Street, Evanston IL 60201

Address: \_\_\_\_\_

125 Phone: [REDACTED] Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

126 Email: [REDACTED] net

Email: \_\_\_\_\_

127 Buyer's Lender's Information:

128 Lender's Name: \_\_\_\_\_

129 Company Name: Illinois Housing Development Authority

130 Address: 111 E Wacker Dr., Suite 1000, Chicago IL 60611

131 Phone: 312-836-5200 Fax: \_\_\_\_\_

132 Email: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_

Seller Initials: \_\_\_\_\_

Seller Initials: \_\_\_\_\_

133 **GENERAL PROVISIONS**

134 **A. Prorations.** Rents actually received by Seller pursuant to existing leases affecting the Property, interest on existing mortgage being assumed by Buyer, if any, water  
135 and sewer charges, real estate taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall be paid to Buyer at Closing. Notwithstanding  
136 anything to the contrary contained in Paragraph 11 of this Contract, if the Property is improved as of the Closing Date, but the last available tax bill is on vacant land, Seller shall  
137 place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reparate taxes within 30 days after the bill on the improved property becomes available.

138 **B. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

139 **C. Title.** At least 5 Business Days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the grantor by delivering a  
140 Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other  
141 exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title  
142 Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance  
143 furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title  
144 to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed  
145 at Closing by using the proceeds of the sale. Seller shall be responsible for the cost of the title insurance policy issued to Buyer by the title insurance company at Closing.

146 **D. Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses or contact information  
147 provided. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery, commercial  
148 delivery service, by the use of a facsimile machine, or e-mail transmission. E-mail and facsimile notice shall be deemed valid when transmitted. In addition, facsimile signatures  
149 or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals. Each Party shall retain a copy of proof of facsimile transmission  
150 and e-mail notice and provide such proof, if requested.

151 **E. Disposition of Earnest Money.** In the event of any default by either Party, Escrowee may not distribute the Earnest Money without the joint written direction of  
152 Seller and Buyer or their authorized agents. However, if Escrowee has not received the joint written direction of both Seller and Buyer or their authorized agents, then Escrowee  
153 may give written notice to Seller and Buyer of the intended disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any  
154 written objection. If neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed  
155 to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects in writing to the intended disposition within the 30 day period, then the  
156 Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may withdraw from the Earnest  
157 Money all costs, including reasonable attorney's fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all  
158 claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands. In the event of default by Buyer, the  
159 Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to  
160 Buyer, but such refunding shall not release Seller from the obligations of this Contract.

161 **F. Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in  
162 working order and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-hour period immediately prior to Closing solely for the purpose  
163 of verifying that the operational systems and appliances serving the Property are in working order and that the Property is in substantially the same condition, normal wear and  
164 tear excepted, as of the Acceptance Date.

165 **G. Insulation and Heat Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as  
166 provided by the Federal Trade Commission, and Rider 13 is attached. If the Property is located in the City of Chicago, Seller and Buyer shall comply with the provisions of Chapter  
167 5-16-050 of the Municipal Code of Chicago concerning heating cost disclosure for the Property.

168 **H. Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the Deed, this sale shall be closed through an escrow with a title insurance  
169 company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with  
170 such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and  
171 delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow  
172 with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller except that any money lender escrow fee shall be paid for by the Buyer.

173 **I. Legal Description and Survey.** At least 5 Business Days prior to Closing, Seller shall provide, at Seller's cost and expense, Buyer with a survey by a licensed land  
174 surveyor dated not more than six months prior to the date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent  
175 or extensive survey, the survey shall be obtained at Buyer's expense. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

176 **J. Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by  
177 Buyer's mortgagee, or the title insurance company, for extended coverage.

178 **K. RESPA and FIRPTA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement  
179 Procedures Act of 1974 (RESPA), as amended. Buyer and Seller shall comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the  
180 Foreign Investment in Real Property Tax Act (FIRPTA). Unless otherwise disclosed in writing, Seller represents that Seller is a United States Taxpayer and will deliver a FIRPTA  
181 Affidavit evidencing same to Closing.

182 **L. Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration  
183 signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as  
184 established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated  
185 in that ordinance.

186 **M. Removal of Personal Property.** Seller shall remove from the Property by the Closing Date all debris and Seller's personal property not conveyed by Bill of Sale to  
187 Buyer.

188 **N. Surrender.** Seller agrees to surrender possession of the Property in broom-clean condition and in the same condition as it was on the Acceptance Date, ordinary  
189 wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Paragraph, Seller shall not be  
190 responsible for that portion of the total cost related to this violation that is below \$250.00.

191 **O. Time.** Time is of the essence for purposes of this Contract.

192 **P. Number.** Wherever appropriate within this Contract, the singular includes the plural.

193 **Q. Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

194 **R. Business Days and Time.** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 AM to 6:00 PM  
195 Chicago Time.

196 **S. Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by  
197 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or  
198 transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in  
199 this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall  
200 defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees  
201 and costs) arising from or related to any breach of the foregoing representation and warranty.

202 **T. Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of  
203 compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

204 **U. Executed Contract.** The listing broker shall hold the fully executed copy of this Contract.

**WARRANTY DEED**

**4736218**  
Filed for Record in:  
LAKE COUNTY, IL  
MARY ELLEN VANDERVENTER - RECORDER  
On Jul 30 2001  
At 12:45pm  
Receipt #: 298797  
Doc/Type : WD  
Deputy - Cashier #2

The **GRANTOR, ROBERT C. RULEY**, of the Village of Lake Zurich, County of Lake, State of Illinois, for and in consideration of TEN DOLLARS and other good and valuable consideration in hand paid,

**CONVEYS AND WARRANTS** to

**HOUSING AUTHORITY OF THE COUNTY OF LAKE, ILL, AN ILL MUNICIPAL CORPORATION**  
33928 N. Route 45, Grayslake IL 60030

the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

*See Legal Description Attached Hereto As "EXHIBIT A"*

Common Address: 22795 and 22843 W. Lakewood Lane Lake Zurich IL 60047  
PIN: 14-16-100-056 and 14-16-100-057

Grantor states that the above real estate is not homestead property as to Grantor.

Subject to general real estate taxes for the year 2000 and subsequent years, covenants, conditions, and restrictions of record, private, public and utility easements and roads and highways, if any, and party wall rights and agreements, if any, TO HAVE AND TO HOLD said premises forever.


Dated this 22<sup>nd</sup> day of June, 2001.

  
**ROBERT C. RULEY**

State of Illinois Department of Revenue  
Statement of Exemption under Real Estate Transfer Tax Act

I hereby declare that the above deed represents a transaction exempt under provisions of 35 ILCS 200/31-45 subparagraph (b), the Real Estate Transfer Tax Law.

Dated this 22<sup>nd</sup> day of June, 2001.

  
Signature of Buyer-Seller or their Representative



# CHICAGO TITLE INSURANCE COMPANY

*Exhibit A*

ORDER NUMBER: 1409 000643061 LZ  
 STREET ADDRESS: 22843 NORTH LAKEWOOD LANE  
 CITY: LAKE ZURICH COUNTY: LAKE  
 TAX NUMBER: 14-16-100-056-0000  
 14-16-100-057-0000  
 LEGAL DESCRIPTION:

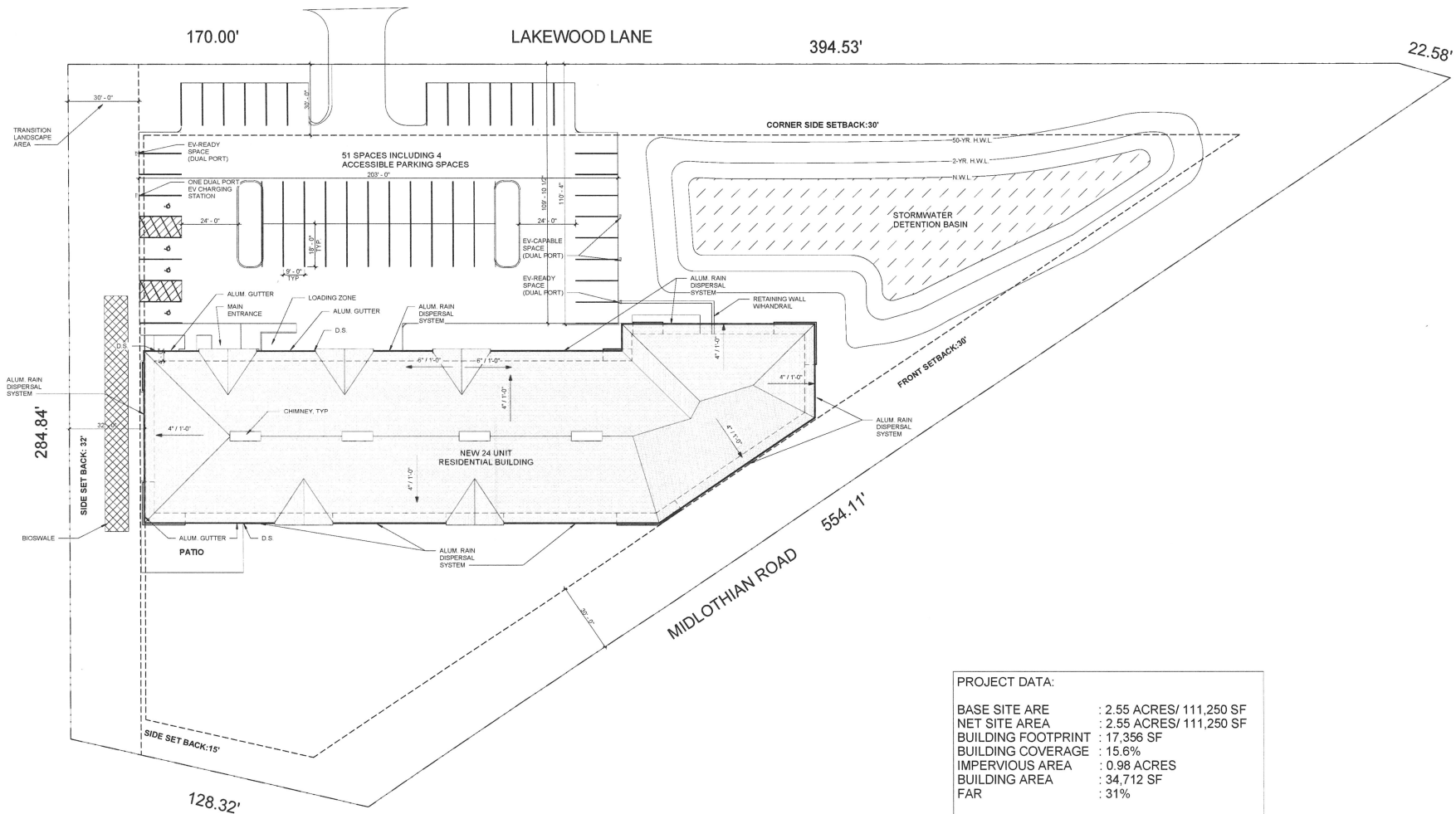
PARCEL 1: THAT PART OF LOT 4 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING NORTH 63 DEGREES 43 MINUTES EAST 260.6 FEET FROM A POINT IN THE WEST LINE OF AFORESAID QUARTER QUARTER SECTION 594.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 371.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 41 MINUTES EAST, 274.73 FEET TO THE CENTER OF THE PUBLIC ROAD; THENCE NORTH 77 DEGREES 22 MINUTES EAST ALONG THE CENTER LINE OF SAID PUBLIC ROAD, 726.25 FEET; THENCE SOUTH 87 DEGREES EAST ALONG THE CENTERLINE OF SAID PUBLIC ROAD, 108.2 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE AFORESAID PUBLIC ROAD WITH THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS STATE AID ROUTE 15; THENCE SOUTH 43 DEGREES 40 MINUTES WEST ALONG THE CENTERLINE OF SAID STATE AID ROUTE 15, 594.15 FEET TO A POINT IN THE CENTERLINE THEREOF, 849.68 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE LAST AFORESAID QUARTER QUARTER SECTION, 409.34 FEET TO THE PLACE OF BEGINNING.... (EXCEPTING THEREFROM THAT PART LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES 41 MINUTES EAST, 274.73 FEET TO THE CENTER OF THE PUBLIC ROAD; THENCE NORTH 77 DEGREES 22 MINUTES EAST ALONG THE CENTER LINE OF SAID PUBLIC ROAD, 327.19 FEET FOR THE NORTHERLY TERMINUS OF SAID LINE; THENCE SOUTH 12 DEGREES 38 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 356.77 FEET MORE OR LESS TO THE SOUTHERLY TERMINUS OF SAID LINE, SAID SOUTHERLY TERMINUS BEING ON THE SOUTH MOST LINE OF PARCEL), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 4 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING NORTH 63 DEGREES 43 MINUTES EAST 260.6 FEET FROM A POINT IN THE WEST LINE OF AFORESAID QUARTER QUARTER SECTION 594.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 371.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 41 MINUTES EAST, 274.73 FEET TO THE CENTER OF THE PUBLIC ROAD; THENCE NORTH 77 DEGREES 22 MINUTES EAST ALONG THE CENTER LINE OF SAID PUBLIC ROAD, 726.25 FEET; THENCE SOUTH 87 DEGREES EAST ALONG THE CENTERLINE OF SAID PUBLIC ROAD, 108.2 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE AFORESAID PUBLIC ROAD WITH THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS STATE AID ROUTE 15; THENCE SOUTH 43 DEGREES 40 MINUTES WEST ALONG THE CENTERLINE OF SAID STATE AID ROUTE 15, 594.15 FEET TO A POINT IN THE CENTERLINE THEREOF, 849.68 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE LAST AFORESAID QUARTER QUARTER SECTION, 409.34 FEET TO THE PLACE OF BEGINNING.... (EXCEPTING THEREFROM THAT PART LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES 41 MINUTES EAST, 274.73 FEET TO THE CENTER OF THE PUBLIC ROAD; THENCE NORTH 77 DEGREES 22 MINUTES EAST ALONG THE CENTER LINE OF SAID PUBLIC ROAD, 157.19 FEET FOR THE NORTHERLY TERMINUS OF SAID LINE; THENCE SOUTH 12 DEGREES 38 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 317.83 FEET MORE OR LESS TO THE SOUTHERLY TERMINUS OF SAID LINE, SAID SOUTHERLY TERMINUS BEING ON THE SOUTH MOST LINE OF PARCEL).... (ALSO EXCEPTING THEREFROM THAT PART LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE NORTH 0 DEGREE 41 MINUTES EAST, 274.73 FEET TO THE CENTER OF THE PUBLIC ROAD; THENCE NORTH 77 DEGREES 22 MINUTES EAST ALONG THE CENTER LINE OF SAID PUBLIC ROAD, 327.19 FEET FOR THE NORTHERLY TERMINUS OF SAID LINE; THENCE SOUTH 12 DEGREES 38 MINUTES EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 356.77 MORE OR LESS TO THE SOUTHERLY TERMINUS OF SAID LINE, SAID SOUTHERLY TERMINUS BEING ON THE SOUTH MOST LINE OF PARCEL), IN LAKE COUNTY, ILLINOIS.

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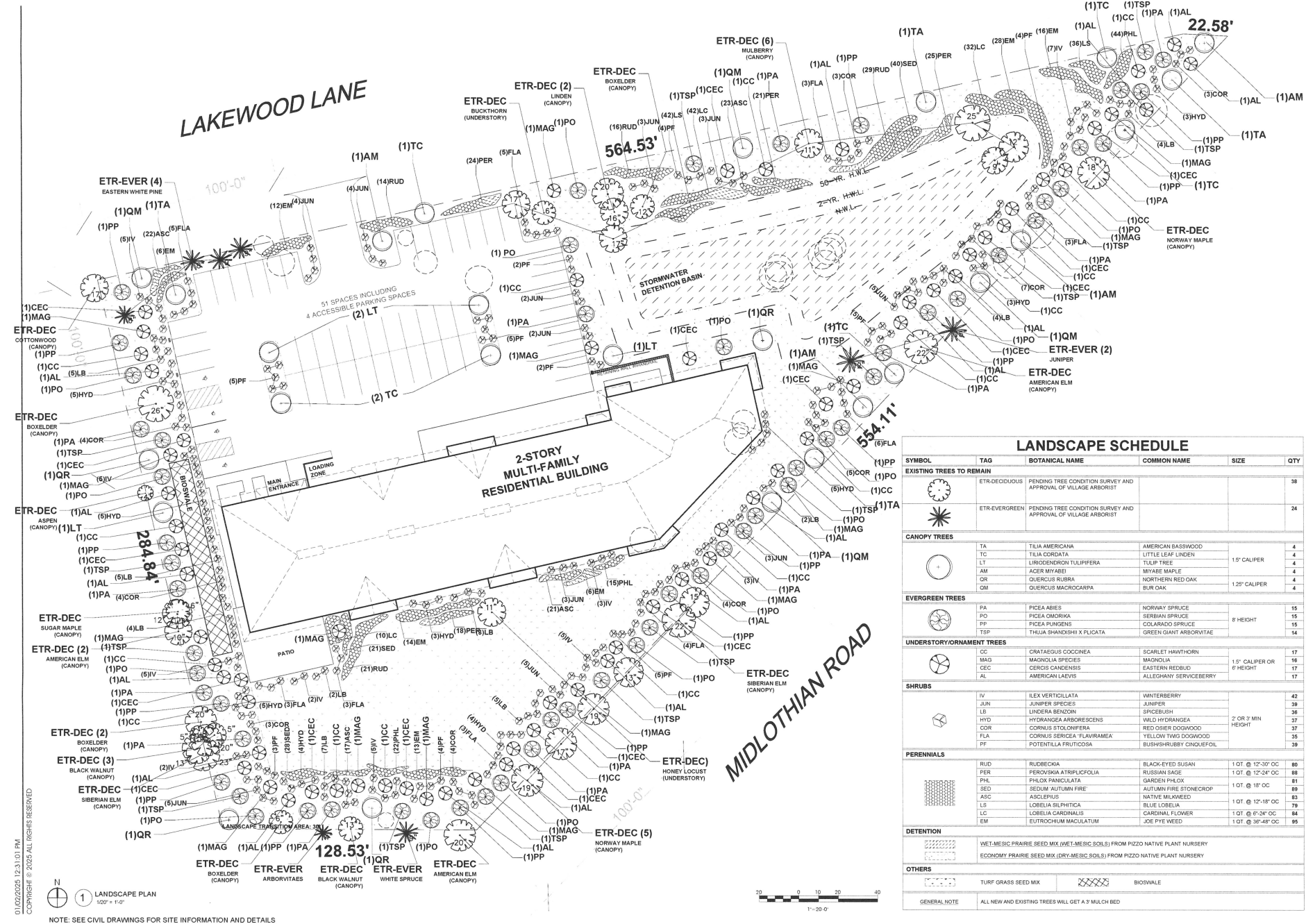


NOTE: SEE CIVIL DRAWINGS FOR SITE INFORMATION AND DETAILS

PROJECT DATA:	
BASE SITE ARE	: 2.55 ACRES/ 111,250 SF
NET SITE AREA	: 2.55 ACRES/ 111,250 SF
BUILDING FOOTPRINT	: 17,356 SF
BUILDING COVERAGE	: 15.6%
IMPERVIOUS AREA	: 0.98 ACRES
BUILDING AREA	: 34,712 SF
FAR	: 31%
FIRST FLOOR	
	: (2)-1BR
	(6)-2BR
	(2)-3BR
	<b>=10 UNITS</b>
SECOND FLOOR	
	: (4)-1BR
	(5)-2BR
	(5)-3BR
	<b>=14 UNITS</b>
TOTAL UNITS	<b>=24 UNITS</b>
TOTAL PARKING: 51, INCL 4 ACCESSIBLE SPACES	

UNIT AREA (SQ.FT.)	
1BR - 686, 813	
2BR - 1005	
3BR - 1100, 1135, 1175, 1370	

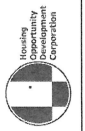
LAKWOOD LANE



**LANDSCAPE SCHEDULE**

SYMBOL	TAG	BOTANICAL NAME	COMMON NAME	SIZE	QTY
<b>EXISTING TREES TO REMAIN</b>					
	ETR-DECIDUOUS	PENDING TREE CONDITION SURVEY AND APPROVAL OF VILLAGE ARBORIST			38
	ETR-EVERGREEN	PENDING TREE CONDITION SURVEY AND APPROVAL OF VILLAGE ARBORIST			24
<b>CANOPY TREES</b>					
	TA	TELA AMERICANA	AMERICAN BASSWOOD		4
	TC	TELA CORDATA	LITTLE LEAF LINDEN		4
	LT	LIRIODENDRON TULIPIFERA	TULIP TREE	1.5" CALIPER	4
	AM	ACER MIYABEI	MIYABE MAPLE		4
	QR	QUERCUS RUBRA	NORTHERN RED OAK	1.25" CALIPER	4
	QM	QUERCUS MACROCARPA	BUR OAK		4
<b>EVERGREEN TREES</b>					
	PA	PICEA ABIES	NORWAY SPRUCE		15
	PO	PICEA OMORIKA	SERBIAN SPRUCE	6' HEIGHT	15
	PP	PICEA PUNGENS	COLORADO SPRUCE		15
	TSP	THUJA SHANDSHI X FLICATA	GREEN GIANT ARBORVITAE		14
<b>UNDERSTORY/ORNAMENT TREES</b>					
	CC	CRATAEGUS COCCINEA	SCARLET HAWTHORN		17
	MAG	MAGNOLIA SPECIES	MAGNOLIA	1.5" CALIPER OR 6' HEIGHT	17
	CEC	CERCIS CANDENSIS	EASTERN REDBUD		17
	AL	AMERICAN LAEVIS	ALLEGHANY SERVICEBERRY		17
<b>SHRUBS</b>					
	IV	ILEX VERTICILLATA	WINTERBERRY		42
	JUN	JUNIPER SPECIES	JUNIPER		39
	LB	LINDERA BENZON	SPICEBUSH		36
	HYD	HYDRANGEA ARBORESCENS	WILD HYDRANGEA	2' OR 3' MIN HEIGHT	37
	COR	CORNUS STOLONIFERA	RED OSIER DOGWOOD		37
	FLA	CORNUS SERICEA 'FLAVIRAMEA'	YELLOW TWIG DOGWOOD		36
	PF	POTENTILLA FRUTICOSA	BUSHSHRUBBY CINQUEFOIL		35
<b>PERENNIALS</b>					
	RUD	RUDBECKIA	BLACK-EYED SUSAN	1.0T @ 12-30" OC	60
	PER	PEROVSKIA ATRIPLEXIFOLIA	RUSSIAN SAGE	1.0T @ 12-24" OC	68
	PHL	PHLOX PANICULATA	GARDEN PHLOX		61
	SED	SEDUM 'AUTUMN FIRE'	AUTUMN FIRE STONECROP	1.0T @ 18" OC	69
	ASC	ASCLEPIUS	NATIVE MILKWED		63
	LS	LOBELIA SILPHITICA	BLUE LOBELIA	1.0T @ 12-18" OC	79
	LC	LOBELIA CARDINALIS	CARDINAL FLOWER	1.0T @ 6-24" OC	64
	EM	EUTROCHUM MACULATUM	JOE PYE WEED	1.0T @ 36-48" OC	95
<b>DETENTION</b>					
	WET-MESIC PRAIRIE SEED MIX (WET-MESIC SOILS) FROM PIZZO NATIVE PLANT NURSERY				
	ECONOMY PRAIRIE SEED MIX (DRY-MESIC SOILS) FROM PIZZO NATIVE PLANT NURSERY				
<b>OTHERS</b>					
	TURF GRASS SEED MIX				
	BIOSWALE				
<b>GENERAL NOTE</b>					
ALL NEW AND EXISTING TREES WILL GET A 3" MULCH BED					

**CORDOGAN CLARK**  
 ARCHITECT  
 1111 N. WILSON ST.  
 SUITE 100  
 CHICAGO, IL 60642  
 TEL: 312.467.1000  
 FAX: 312.467.1001



**MIDLOTHIAN MANOR**  
 228-43 LAKEWOOD LANE  
 LAKE ZURICH, IL 60047

**LANDSCAPE PLAN**

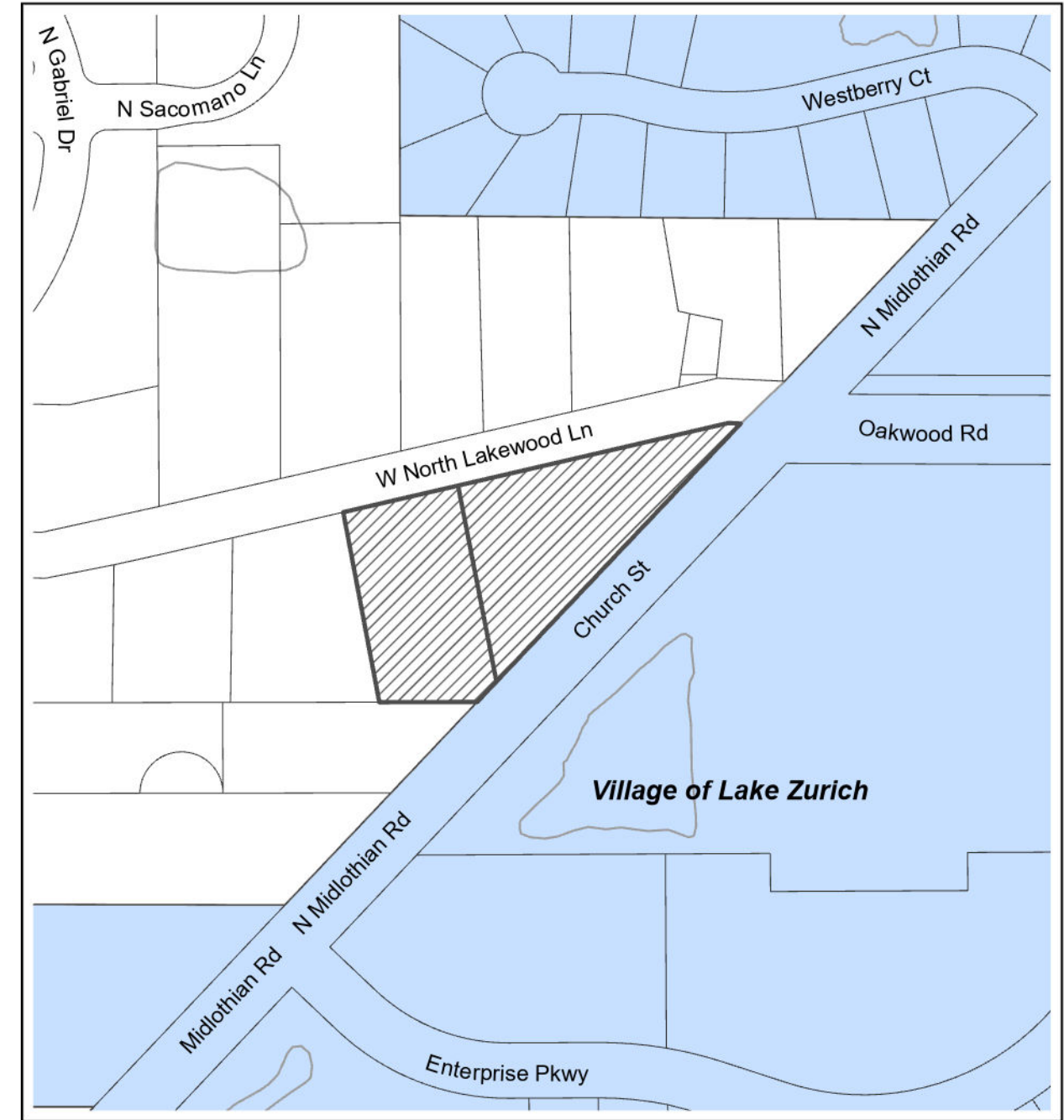
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 DATE: 01.17.2025

REVISIONS:  
 PLAN COMMISSION SUBMITTAL  
**A1.1**

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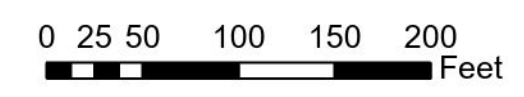
LANDSCAPE PLAN  
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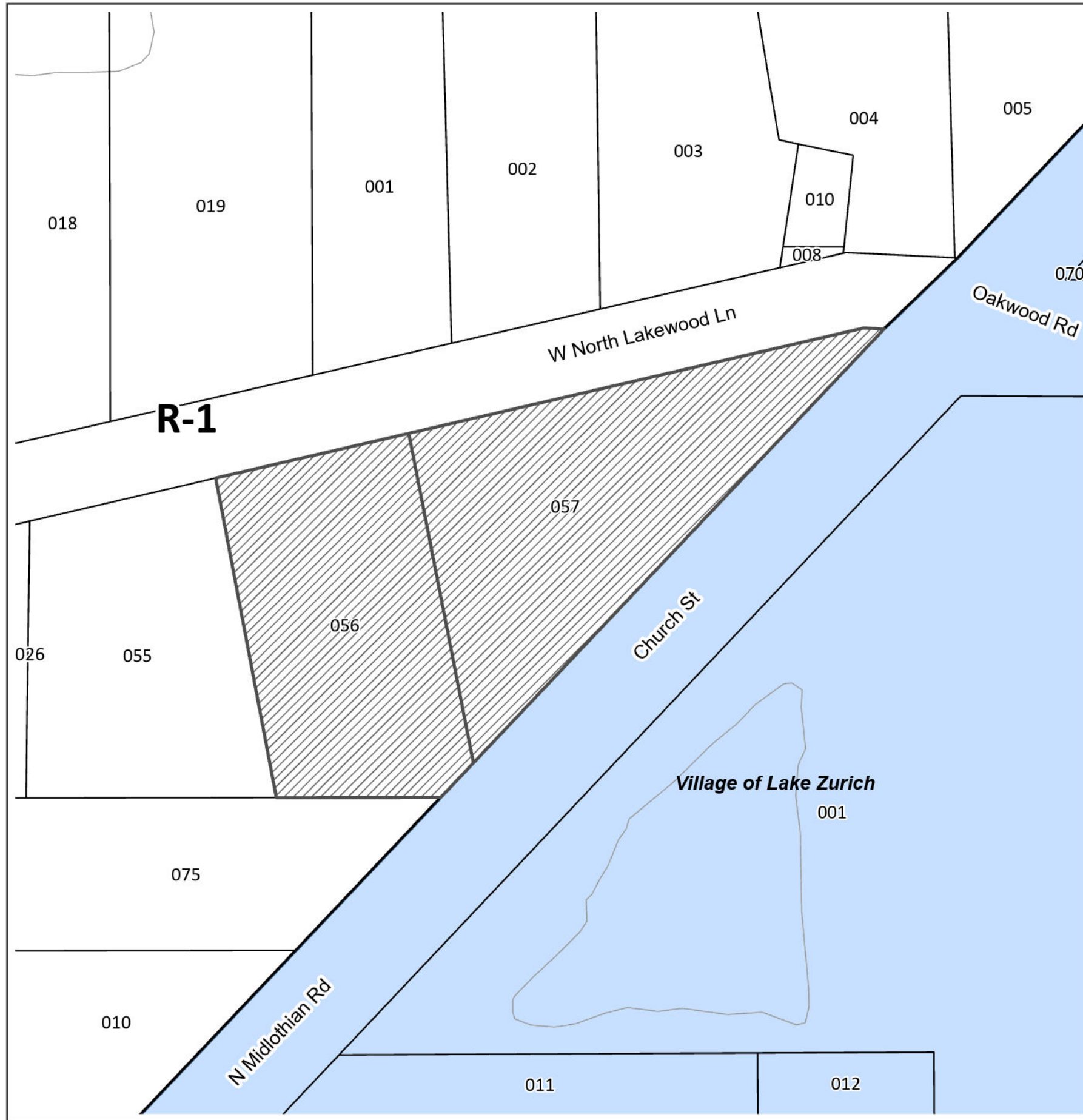
NOTE: SEE CIVIL DRAWINGS FOR SITE INFORMATION AND DETAILS



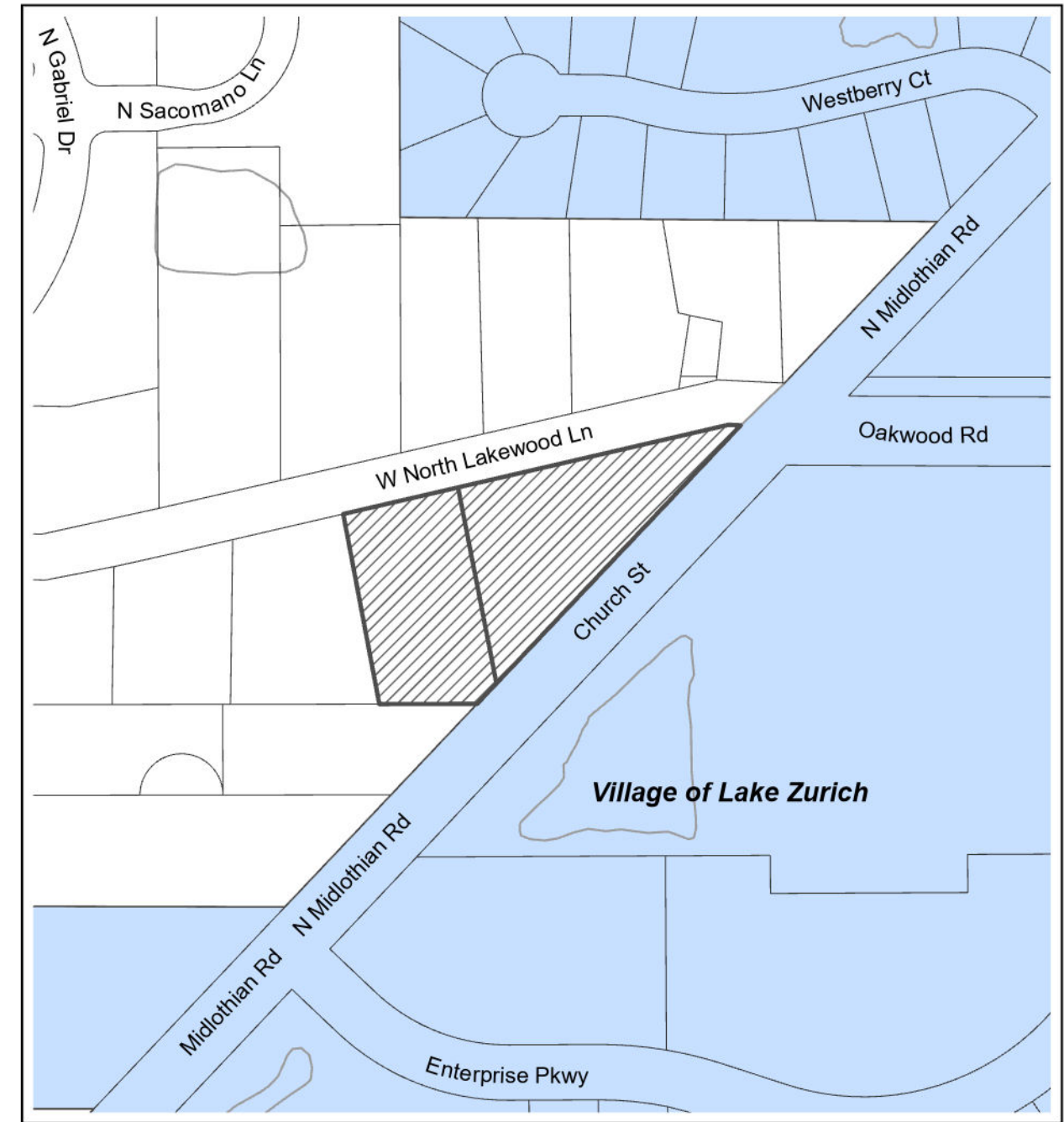
Zoning Board of Appeals  
 Case #RZON-001162-2026 &  
 PUD-001163-2026

 Incorporated Lake County     Subject Parcel

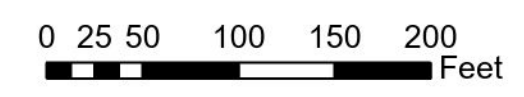


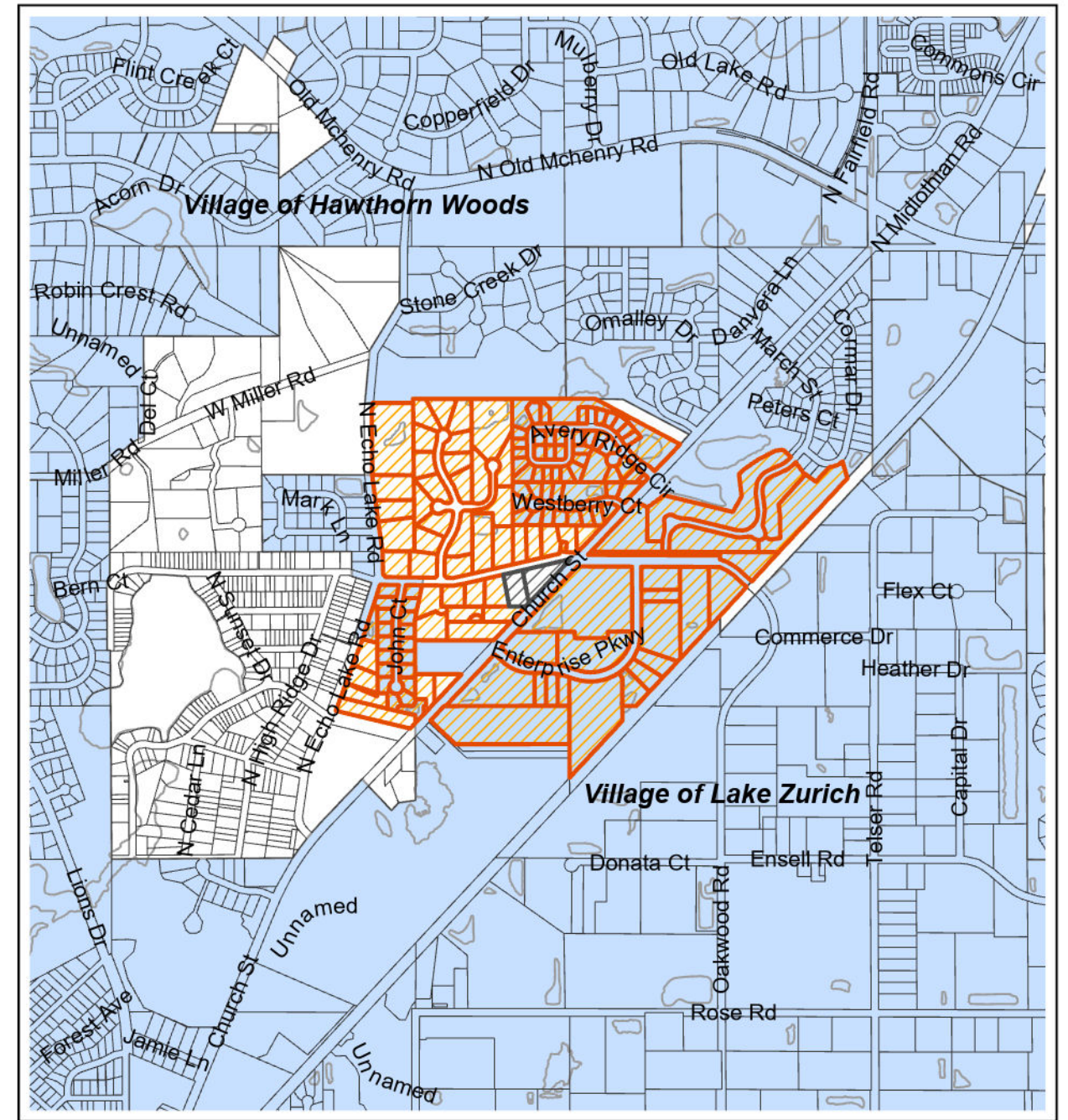
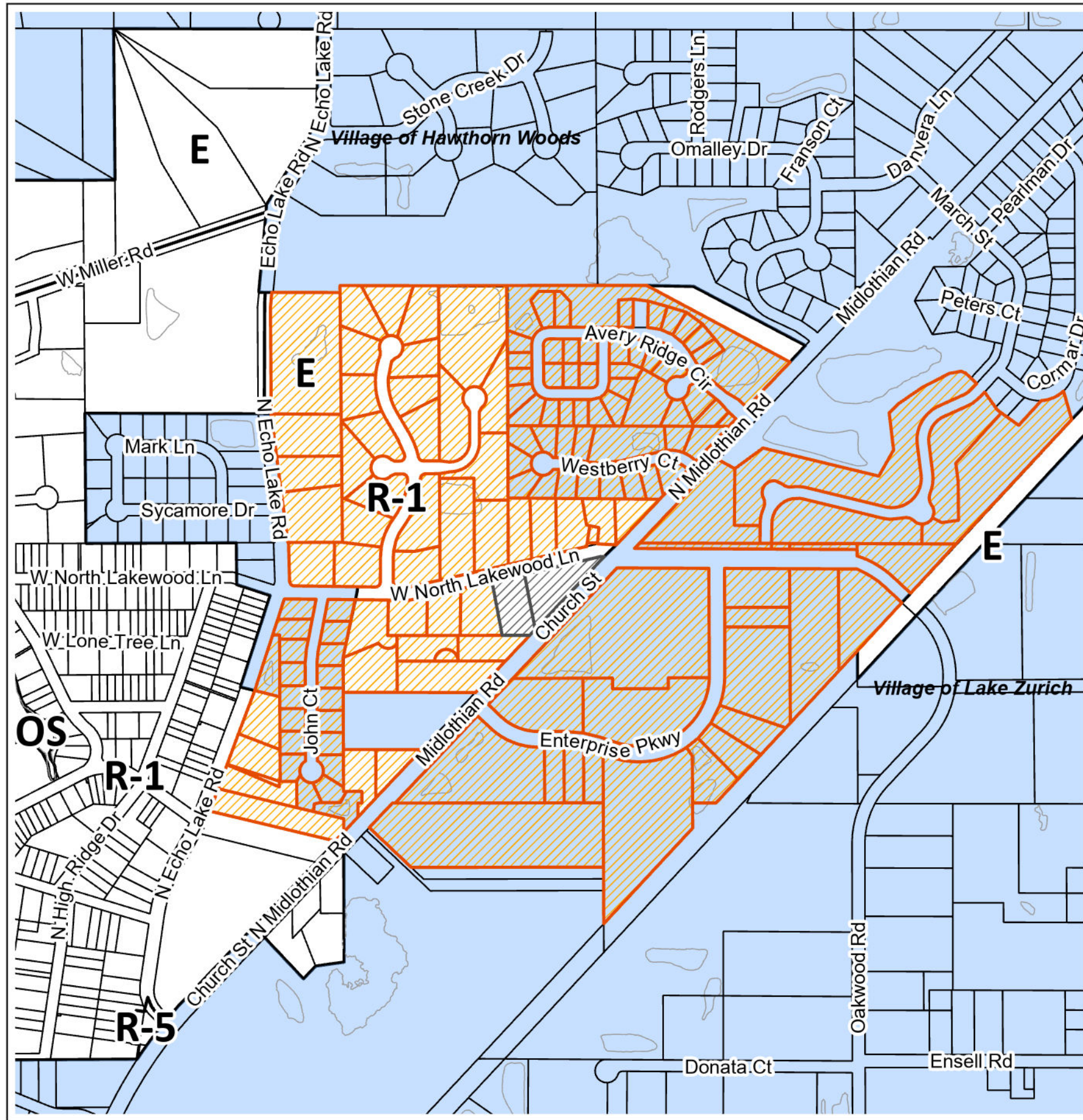


Incorporated Lake County
  Subject Parcel



**Zoning Board of Appeals**  
**Case #RZON-001162-2026 &**  
**PUD-001163-2026**





Zoning Board of Appeals  
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 PUD-001163-2026

