

LAKE COUNTY ZONING NOTICE VAR-000979-2024

Antioch Township

The Lake County Zoning Board of Appeals has scheduled a public hearing at 9:00 AM on Thursday July 25, 2024, at the Central Permit Facility, 500 W. Winchester Rd., Libertyville, IL on the petition of CHICAGO TITLE LAND TRUST COMPANY TRUST NUMBER #1113550 (David Wasikowski & Margaret Wasikowski, trustees), record owner, who seeks the following variation from the requirements of the Lake County Code and any other zoning relief as required:

1.) Reduce the front setback from 30 to 14.01 feet to allow for the construction of a new garage.

Please note that quantitative values may be subject to minor alterations due to surveyed conditions. The subject property is located at 42397 N WOODBINE AVE ANTIOCH, IL 60002 and is approximately 0.28 acres.

PIN:0111404006

This application is available for public examination online at <https://www.lakecountyil.gov/calendar.aspx?EID=11725> 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

VARIATION APPLICATION

Owner(s): David Wasikowski

Applicant(s): Chicago land title & trust
(if other than owner) # 111 3550

Subject Property: Present Zoning: _____
Present Use: _____
Proposed Use: _____
PIN(s): 01-11-904-006
Address: 42397 Woodbine Ave
Antara IL 60002

Legal description: _____
(see deed)

The following variation(s) are requested:

- Reduce front set back from 30 to 14.1 feet to allow for the construction of a new ~~garage~~
- Garage
- _____
- _____

Explain why this variation(s) is necessary:

Do to poor soil conditions the septic has to remain between the house & garage

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:

Lot is non conforming because it does not meet the lot length & width area

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

Garage can only be built here because of septic location

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

It will be the same distance as neighboring garages

It will be built in a manner to fit the neighborhood

APPLICANT INFORMATION

Owner (include all fee owners listed on deed):		Authorized Agent: I/we hereby authorize this person to represent me/us in all matters related to this application	
Name:	<u>David & Margaret Wasikowski</u>	Name:	_____
Address:	<u>42397 Woodbine</u>	Address:	_____
State & Zip:	<u>Antioch IL 60002</u>	State & Zip:	_____
Daytime Phone:	_____	Daytime Phone:	_____
Email:	_____	Email:	_____

Applicant (if other than owner):		Contract Purchaser (if any):	
Name:	_____	Name:	_____
Address:	_____	Address:	_____
State & Zip:	_____	State & Zip:	_____
Daytime Phone:	_____	Daytime Phone:	_____
Email:	_____	Email:	_____

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

Owner's Signature

Owner's Signature

Signature(s) of contract purchasers (If applicable)

I, Margaret Wasikowski a Notary Public aforesaid, do hereby certify that David Wasikowski & Margaret Wasikowski personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of 5/7/24 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 7th day of May, 2024

My Commission expires

9/23/27



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.

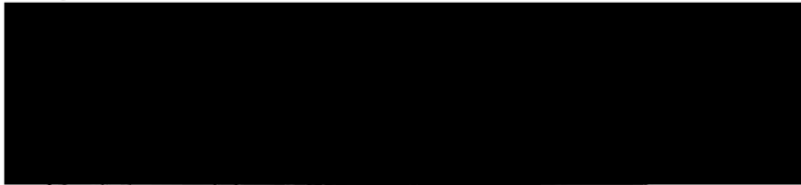


Signature

Billing Contact Information:

Dave Wasikowski

Print Name



Phone Number

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION



Image# 063319220006 Type: DW
 Recorded: 08/07/2023 at 02:25:27 PM
 Receipt#: 2023-00033960
 Page 1 of 6
 Fees: \$647.50
 IL Rental Housing Fund: \$18.00
 Lake County IL
 Anthony Vega Lake County Clerk

File **7988391**



Handwritten: 2364W3150 POEL

REAL ESTATE TRANSFER TAX	
County:	\$192.50
Illinois:	\$385.00
Total:	\$577.50
Stamp No:	0-660-576-720
Declaration ID:	20230504928545
Instrument No:	7988391
Date:	7-Aug-2023



**Warranty Deed
Deed in Trust**

THE GRANTOR(S), **Paul Waszak**, of the City of Antioch, State of IL, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, grants, sells, bargains, conveys, and specially warrants to **Chicago Title Land Trust Company** a Corporation of Illinois whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated October 11, 2004 and known as Trust Number 1113550, all interest in the following described real estate (together with any improvements thereon) (collectively, the "Property") situated in the County of Cook, State of Illinois, to wit:

SEE EXHIBIT A

THIS IS NOT HOMESTEAD PROPERTY.

Subject to covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

Permanent Index Number(s): ~~01-44-404-000~~ 01-11-404-006-0000

Property Address: 42397 N. Woodbine Ave., Antioch, IL 60002-7304

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

**THE TERMS AND CONDITION APPEARING ON PAGE 3 OF THIS INSTRUMENT ARE MADE A PART
HEREOF.**

Handwritten: LB
6

Dated this 22nd day of May, 2023.



Paul Waszak

STATE OF ILLINOIS)
) SS
COUNTY OF _COOK_)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Paul Waszak**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 22nd day of May, 2023.



Notary Public

My commission expires:

THIS DOCUMENT PREPARED BY:

Christopher Nudo
Christopher Nudo
3601 W. Algonquin, Suite 860
Rolling Meadows, IL 60008



MAIL TAX BILL TO:

David Wasikowski and Margaret Wasikowski
42397 N. Woodbine Ave.
Antioch, IL 60002-7304

MAIL RECORDED DEED TO:

David Wasikowski and Margaret Wasikowski
42397 N. Woodbine Ave.,
Antioch, IL 60002-7304



TERMS AND CONDITIONS

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

In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (*including the Recorder of Deeds of the aforesaid county*) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Chicago Title Land Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name as Trustee of an express trust and not individually (*and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof*). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.

LEGAL DESCRIPTION

Order No.: 23GNW335080EL

For APN/Parcel ID(s): 01-11-404-006

ALL OF LOT 13 (EXCEPT THAT PART OF LOT 13 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, 14.21 FEET; THENCE SOUTHEASTERLY 206.1 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 13, WHICH IS 15.36 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 13; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, 15.36 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 13 AND THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 13 TO THE CORNER OF BEGINNING) IN WOODBINE PARK, A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 24, 1892 AS DOCUMENT 51423 IN BOOK "C" OF PLATS, PAGE 39, IN LAKE COUNTY, ILLINOIS.

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) PAUL WACZAK, being duly sworn on oath, state that I reside at 40331 Sunset Hill Road IL 60087, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

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

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

SUBSCRIBED and SWORN to before me this 22 day
of March

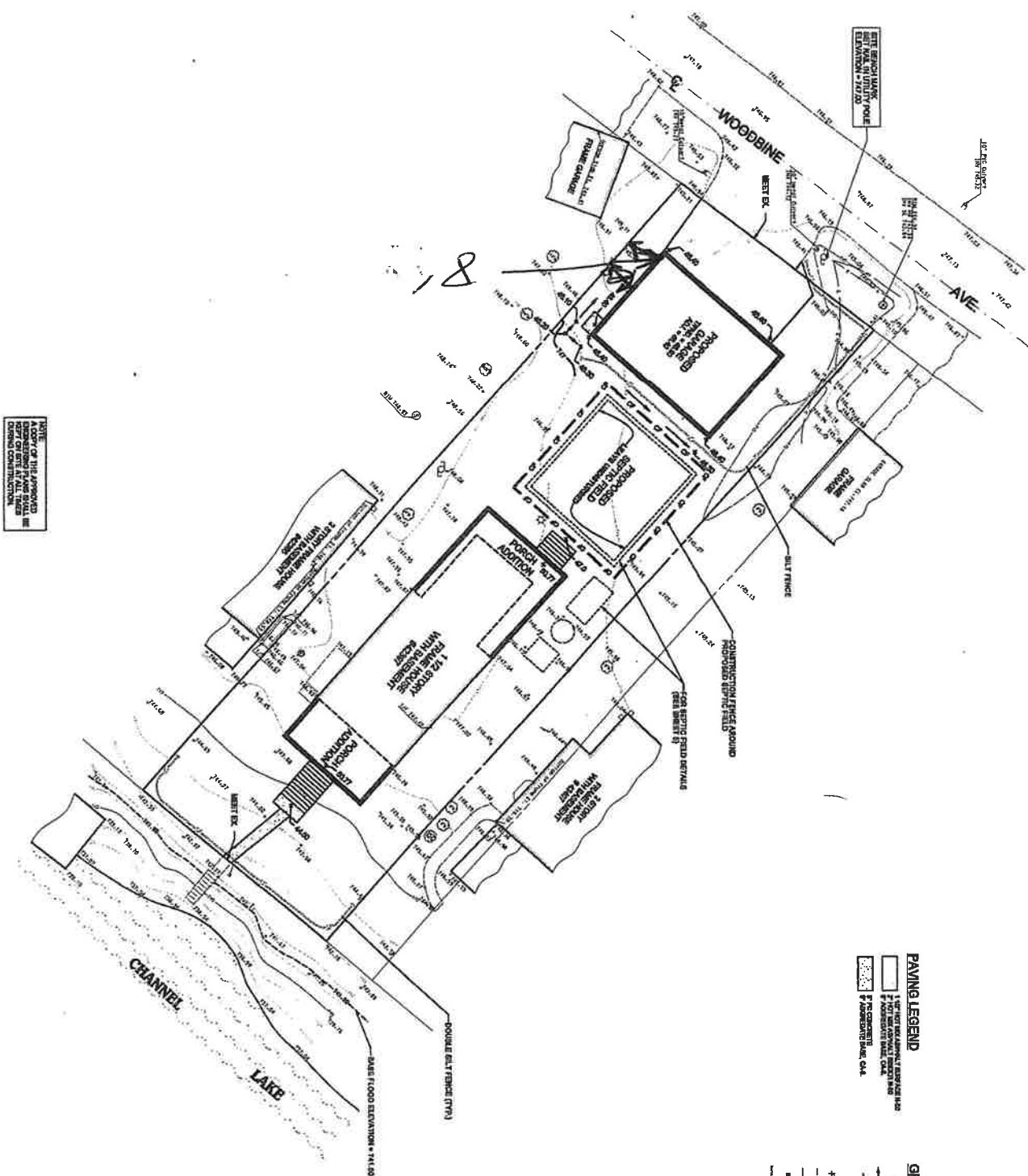
[Redacted Signature]

[Redacted Signature]

X (Signature)

OFFICIAL SEAL
DAVID K BUOSCIO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/31/2027

(seal)



NOTE:
 1. ALL SPOT ELEVATIONS
 2. ALL SPOT ELEVATIONS
 3. ALL SPOT ELEVATIONS
 4. ALL SPOT ELEVATIONS

811
 Call before you dig
 1-800-4-A-DAWN

DANIEL CREANEY COMPANY
 CONSULTING CIVIL ENGINEERS
 4277 WOODBINE AVENUE
 NATIONAL, ILLINOIS
 630-427-1100

PROPOSED RESIDENCE
 4277 WOODBINE AVENUE
 NATIONAL, ILLINOIS
PROPOSED GRADING PLAN

DATE	BY	REVISION

PAVING LEGEND

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SCALE 1" = 10'







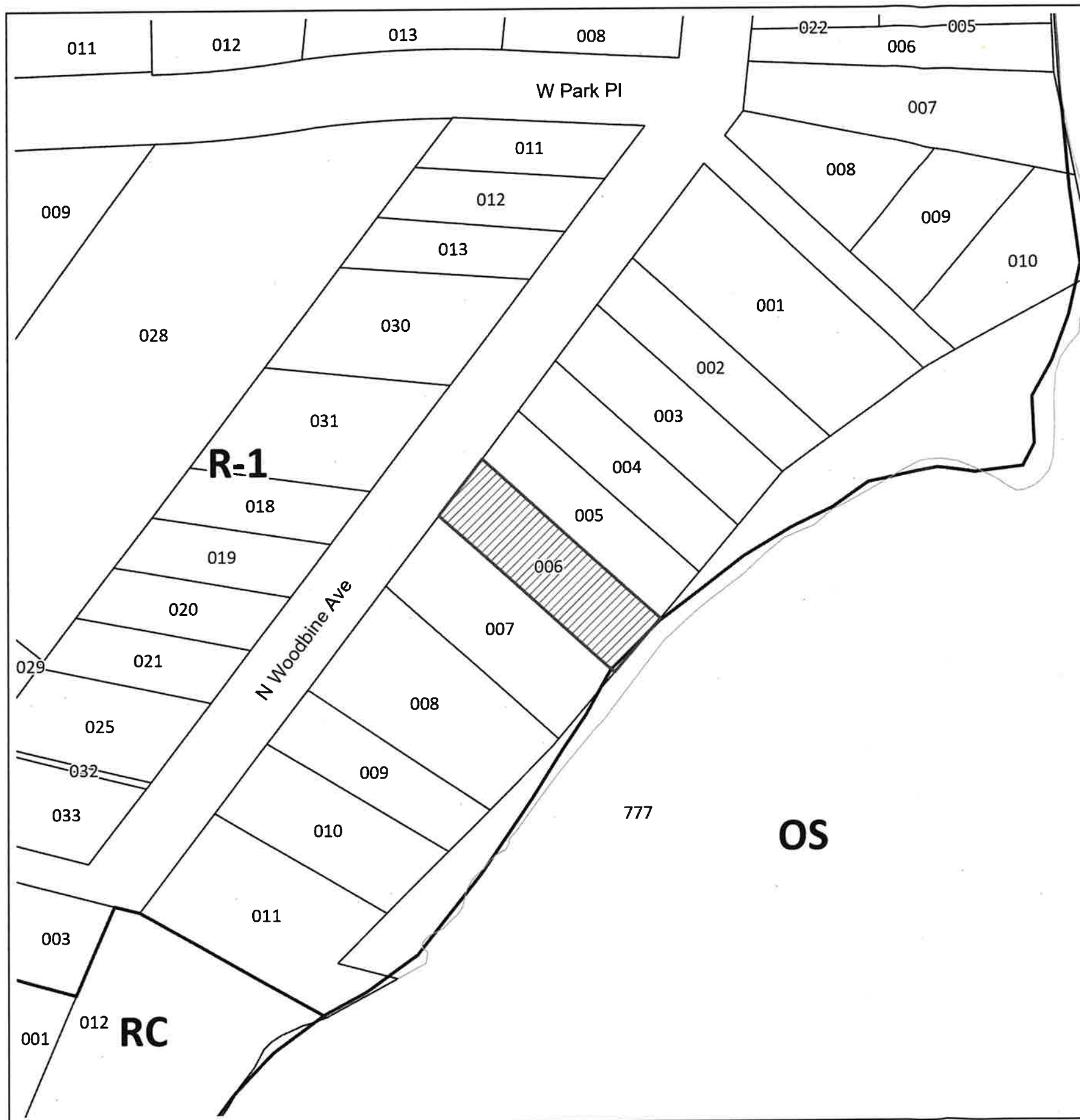
42415



Zoning Board of Appeals
Case #VAR-000979-2024

 Incorporated Lake County  Subject Parcel

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Feet

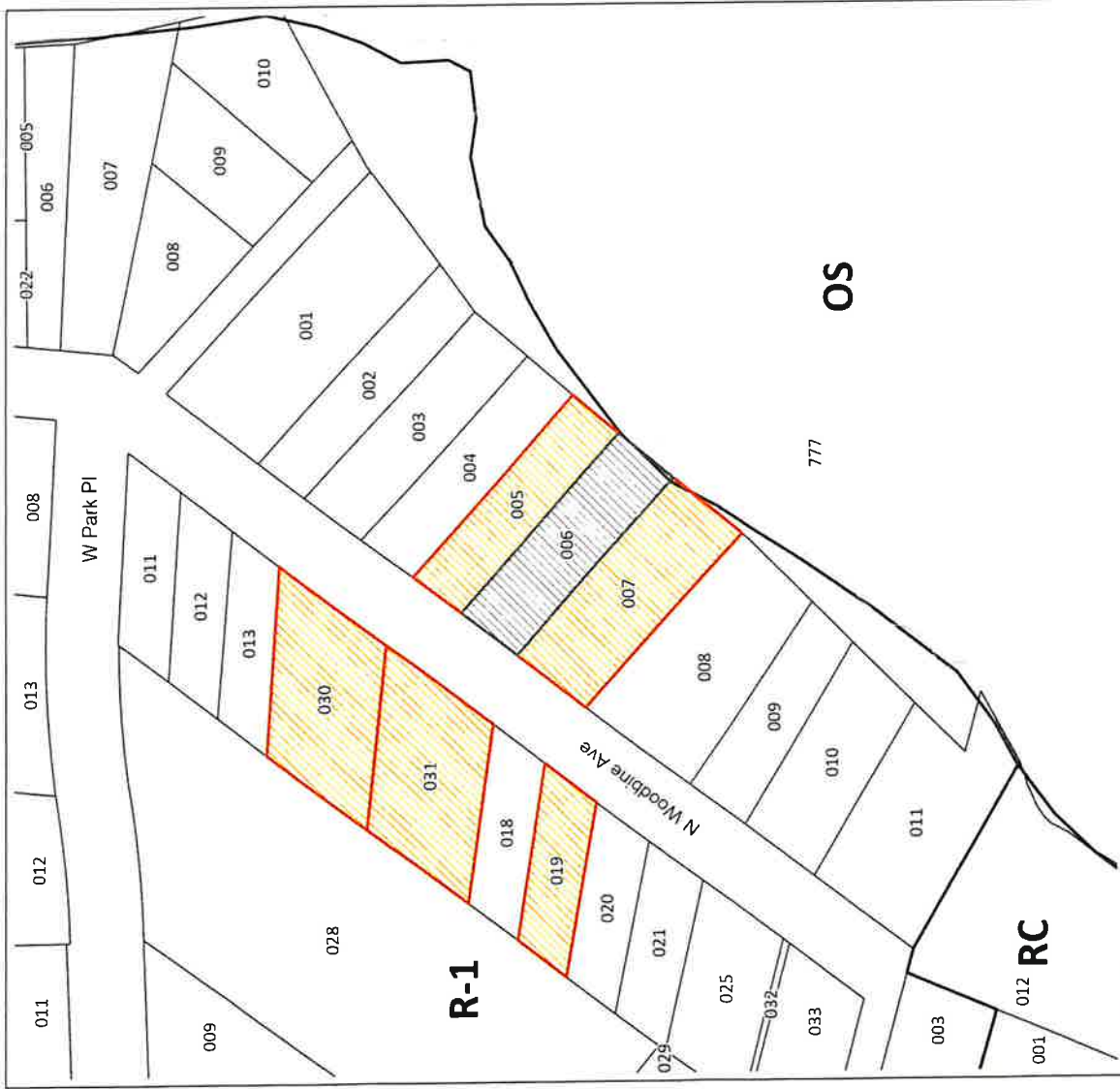


Incorporated Lake County
 Subject Parcel



Zoning Board of Appeals
Case #VAR-000979-2024




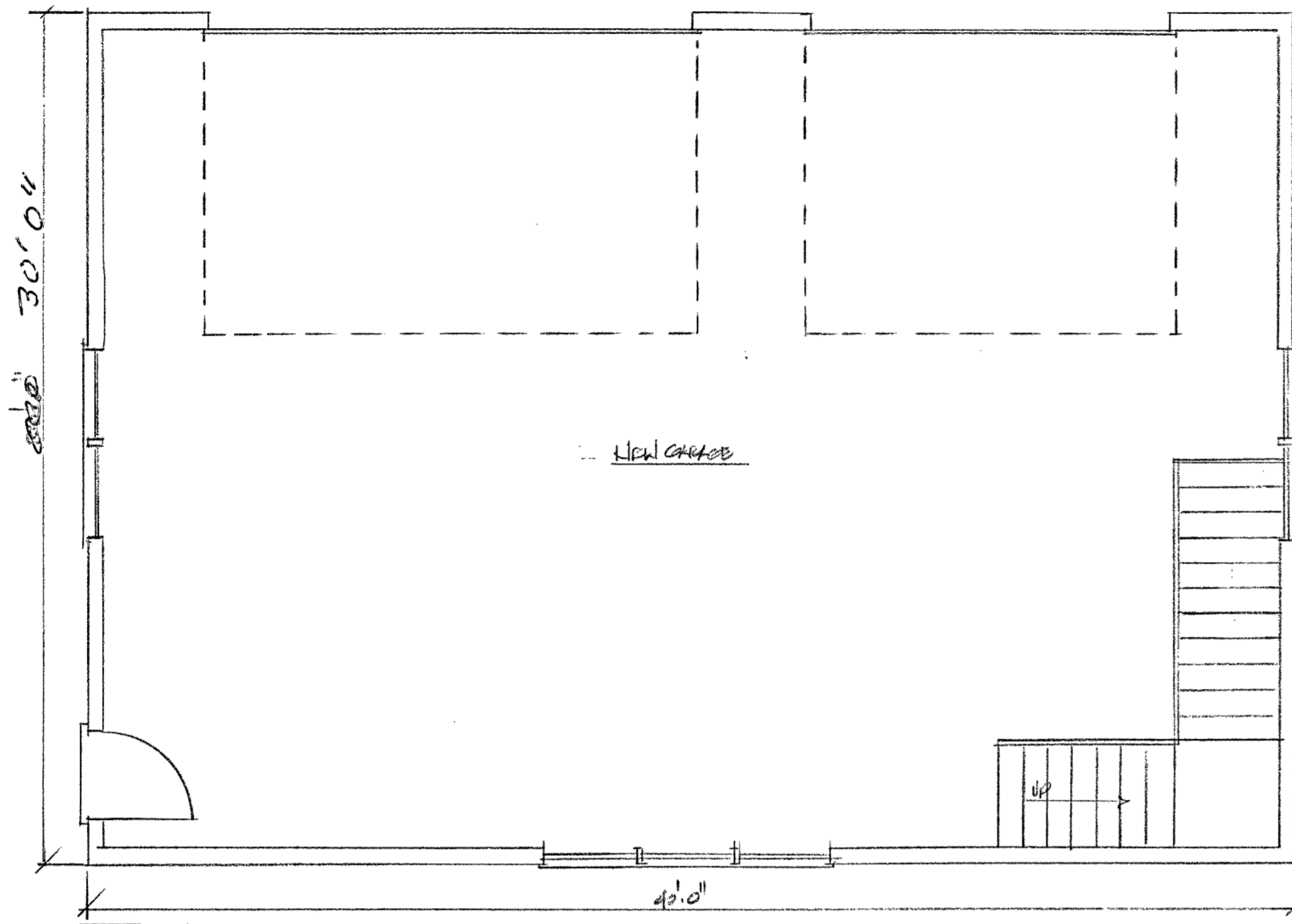


Zoning Board of Appeals
Case #VAR-000979-2024

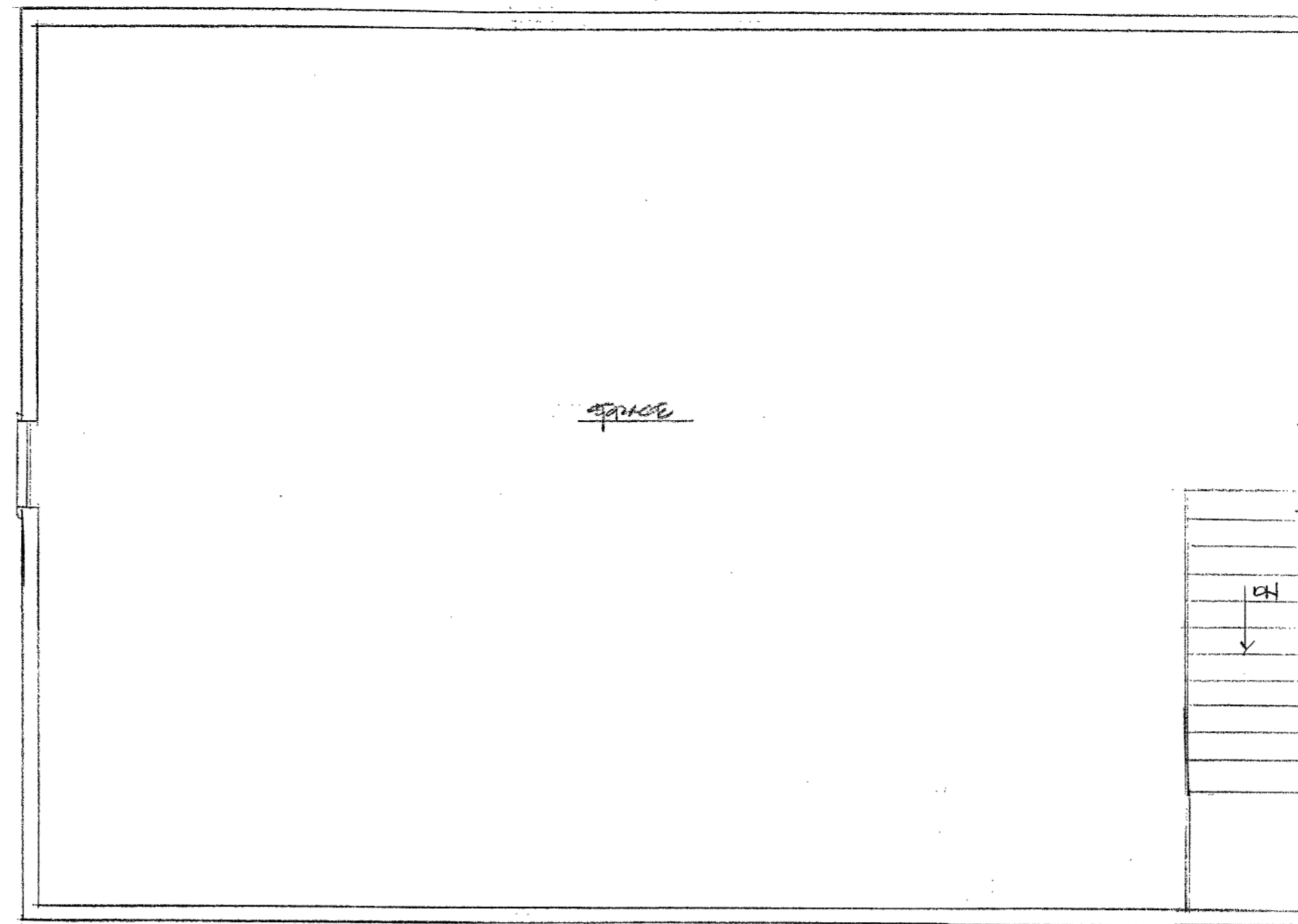


 Subject Parcel

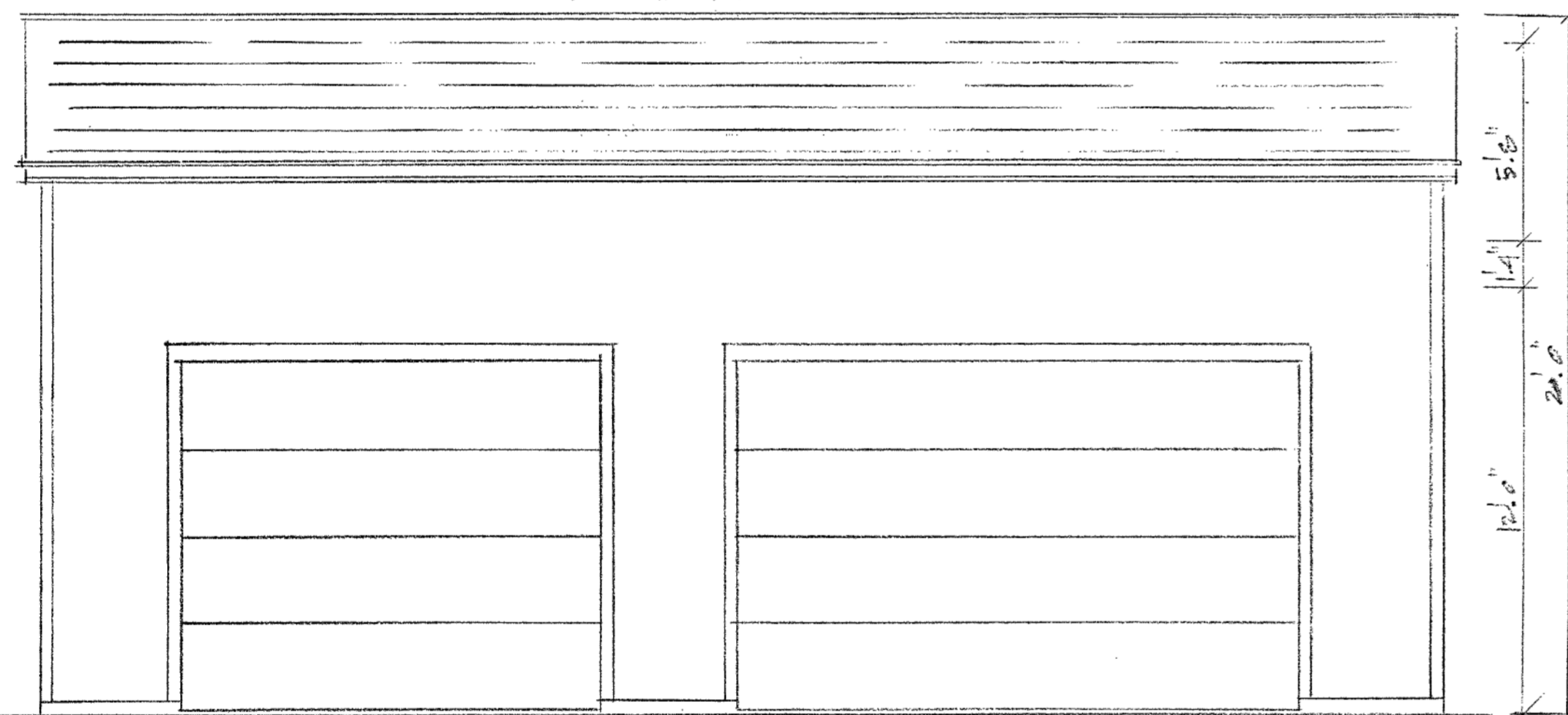
 Incorporated Lake County



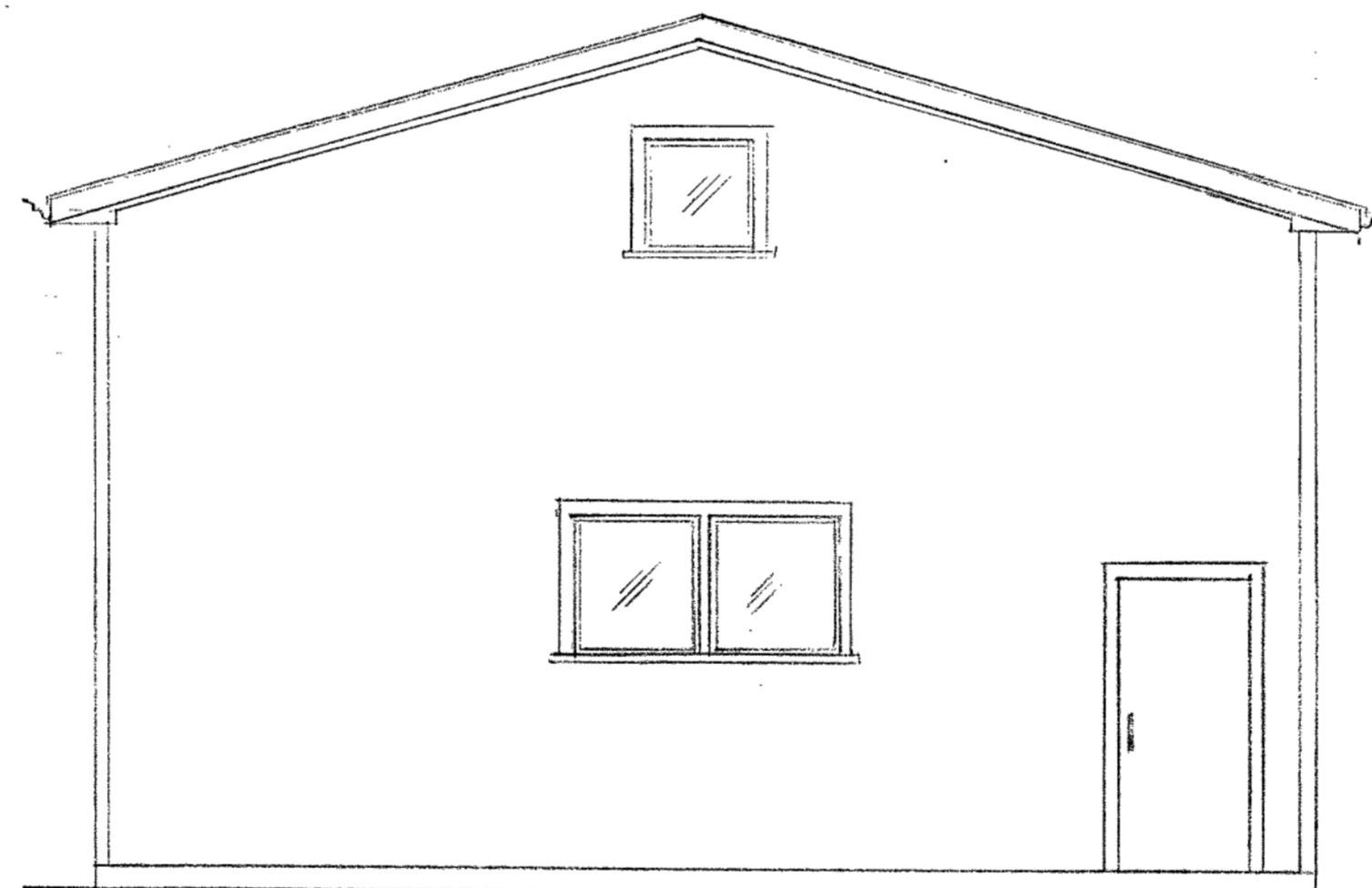
1ST FLOOR PLAN
 1/4" = 1'-0"
 NEW CONSTRUCTION



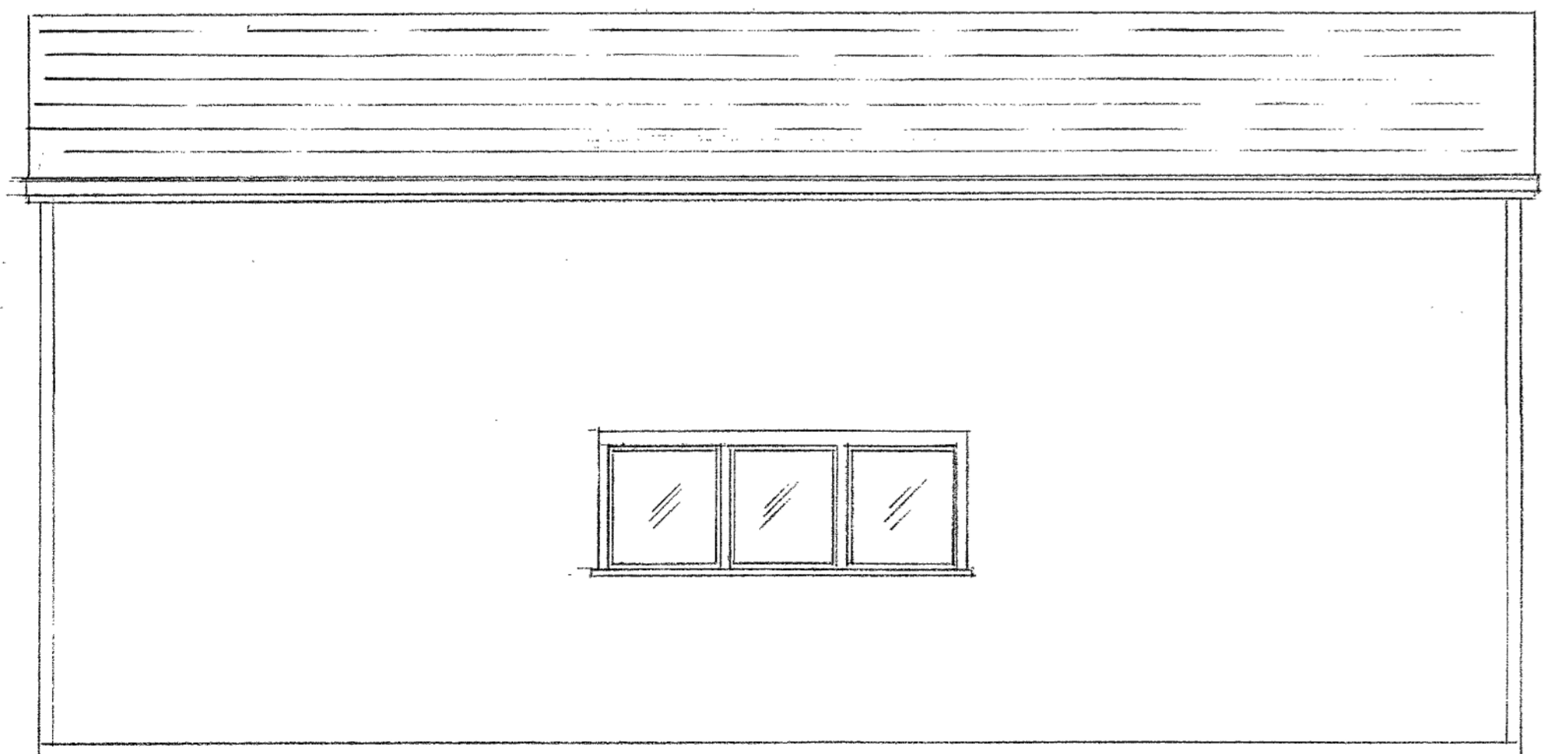
2ND FLOOR PLAN
 1/2" = 1'-0"
 NEW CONSTRUCTION



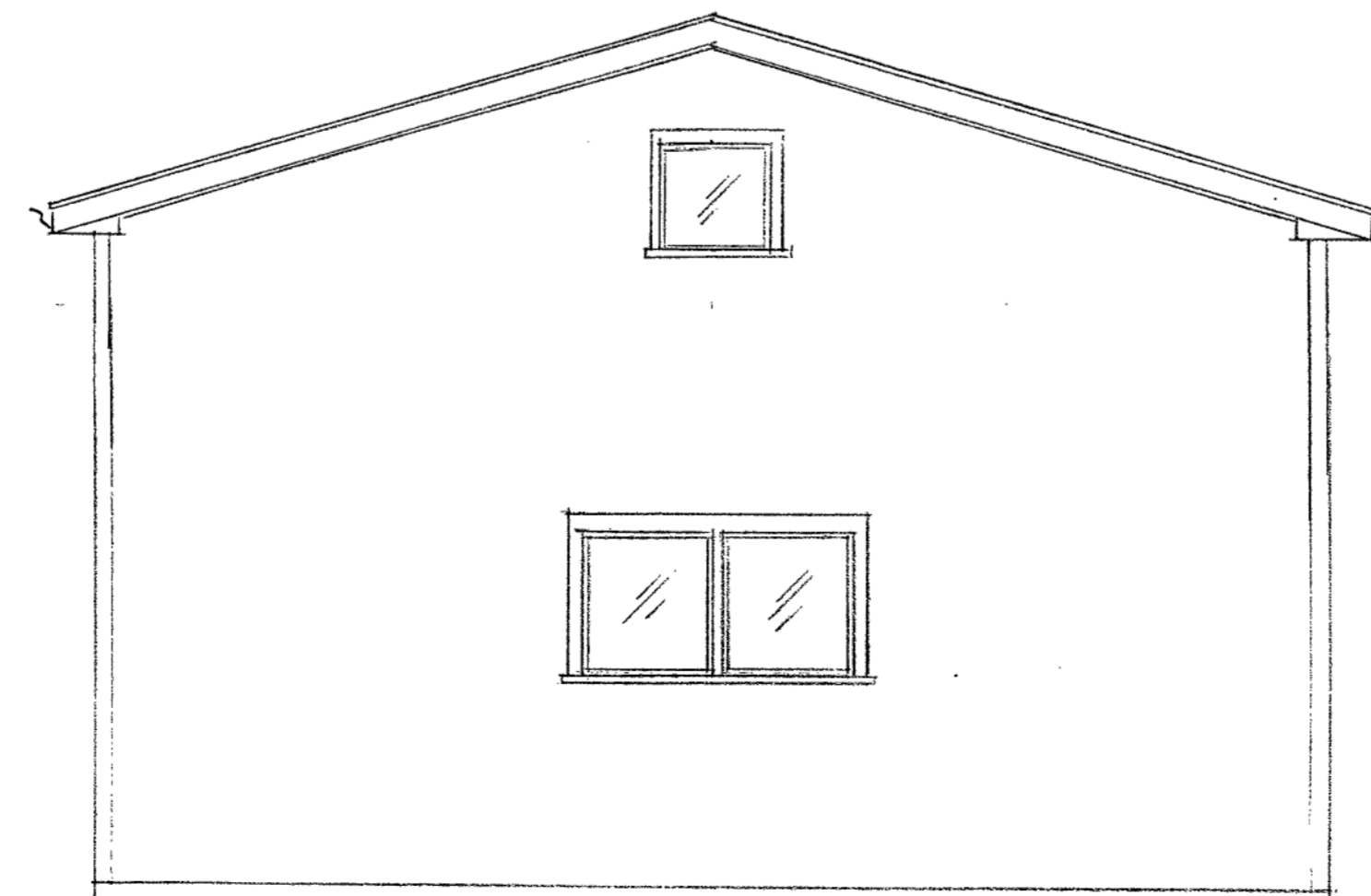
NORTH ELEVATION
 1/4" = 1'-0"



SOUTH ELEVATION
 1/2" = 1'-0"



EAST ELEVATION
 1/4" = 1'-0"



WEST ELEVATION
 1/4" = 1'-0"

NEW GARAGE
WASZAKOWSKI RESIDENCE
 42397 NORTH WOODBINE AVE.
 ANTIOCH, IL 60002
 847-414-8242
 piotrowskibuilders@yahoo.com

HEALY M. RICE, P.C.
 415 WASHINGTON AVE.
 WILMETTE, IL 60091
 847-853-0824
 healyrice@comcast.net

ISSUED FOR BID
 ISSUED FOR PERMIT
 ISSUED FOR CONSTRUCTION
 REVISED

28 APRIL 24
 28 APRIL 24

ALL WORK TO COMPLY WITH THE 2018 SERIES OF INTERNATIONAL CODE COUNCIL BUILDING CODES, AND THE CODES AND ORDINANCES OF LAKE COUNTY, ILLINOIS.

HEALY M. RICE
 HEALY M. RICE, P.C.

LICENSE #001-14992 (EXP. 11/30/24)
 LICENSE #184-000721 (EXP. 4/30/25)

4/20/24
 DATE