#### LAKE COUNTY ZONING NOTICE #7544

#### SHIELDS TOWNSHIP

The Lake County Zoning Board of Appeals has scheduled a public hearing on Thursday, November 12, 2015, at 9:00 A.M. at the Lake County Central Permit Facility, 500 W. Winchester Road, Libertyville, Illinois, on the petition of Chong Ho Shin and Yong Sun Shin, record owners, who seek the following variance from the requirements of the Lake County, Illinois Code of Ordinances and any other zoning relief as required:

1. Chapter 151 of the Lake County, Illinois Code of Ordinances allows for the establishment of an Attached Dwelling in the General Commercial (GC) zoning district, subordinate to a nonresidential principal use on lots with a gross site area of at least 8,500 square feet. The petitioner requests a reduction of the minimum required gross site area from 8,500 square feet to 6,250 square feet to incorporate an attached dwelling unit within the existing building.

The subject property is located at 12780 W. Jenkisson Avenue, Lake Bluff, IL and is approximately .14 acres.

The Permanent Index Number associated with the variation is 12-18-324-002.

This application is available for public examination at the office of the Lake County Zoning Board of Appeals, 500 W. Winchester Rd, Libertyville, Illinois, (847) 377-2151.

George Bell Chairman

### LAKE COUNTY ZONING BOARD OF APPEALS

	VARIATIO	N APPLICATION	#7544
Applicant(s): (please print)	Chong Ho Owner(s)	Shin	Phone: <u>841-530-3188</u>
	Lake Bluff Address	Jenkisson Ave -, IL 60044	Fax: N/A Email: N/A
	Ray mond Contract purchaser	(s) if any	Phone: 849-924-2341
	645 Grou	e Dr. #101 nove, 1- 60089	Fax:
	Address		Email: relarch 392)  6) Yahoo.com
I/we hereby author this application:	orize the following per	rson to represent me/us in a	all matters related to
(	Raymond Name	Lee	Phone: 841-924-234  Cell:
			Fax: Email:
	Address		
Subject Property:	Present Zoning: Present Use: Proposed Use: PIN(s): Address:	12-18-32400:	son Avenue
CHEROLET	Legal description: ( see deed)		

OCT 1 4 2015

#### **Request:**

#### The following variation(s) are requested.

- 1. The total gross area of the property is 6,250 SF. Pursuing household living when the minimum gross area of 8,500 SF is required.
- 2. Parking: Total existing spaces are five (5) including one (1) handicap parking.
  - a. Two (2) parking spaces per dwelling unit are required.
  - b. Two and a half spaces are required per 1,000 SF for non-medical office space.

### Explain why this variation(s) is necessary.

Since the building had built in the year 2004 (11 years), the only period this building was rented out was four (4) years between 2007 and 2010. It was simply because of limited parking spaces. There were potential tenants such as dental office, massage therapy spa, drop-off cleaners, nail shop, etc. but none could obtain business licenses because of the limited parking spaces.

# Approval Criteria

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

- Exceptional conditions peculiar to the applicant's property.
  Response: As stated above, the gross area of the existing 1-story office
  building is 1,750 SF and the gross area of the property is 6,250 SF.
  By attaching a dwelling unit of 713.90 SF of gross area plus 96.65
  SF of gross common area (rear entry), it leaves 939.45 SF of gross
  commercial office space. This will satisfy the Lake County Code
  section 151.165(C),(3) and two(2) parking spaces per dwelling
  unit requirement, and Two(2) and a half parking per 1000 SF for
  the space to non-medical office space.
- 2. Practical difficulties or particular hardship in carrying out the strict letter Of regulation.

Response; The existing number of parking spaces satisfies the Lake County Code requirements of Two (2) and a half parking spaces per 1,000 gress floor area. However, not even a real-estate business did want to stay when their business grew afterwards. No customers would want to park on the other side of busy street and walk through the relatively dangerous heavy traffic.

3. Harmony with the general purpose and intent of the zoning regulations. Response; The building adjacent on the north, in the same general commercial district, has attached dwelling spaces on the 2<sup>nd</sup> floor. And the east side of the property is residential zoning district separated by a dead-end alley. And also, the home base office business such as web related office, engineering office, architects' office, any home based business would be operated in harmony with the neighborhood businesses or residents.

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

Up mil	
Signature(s) of owner(	
/	
Signature(s) of contrac	purchasers
before me this of and delivered the	a Notary Public aforesaid, do herely to me is (are) the person(s) who executed the foregoing and appeared ay in person and acknowledged that he/she/they signed, sealed as same instrument for the uses and purposes therein set forth. The hand and Notarial Seal this
20_5	mand and Notarial Sear this day or
(Seal)	My Commission expires 1919
	"OFFICIAL SEAL" LESLIE A. FULTON

"OFFICIAL SEAL"
LESLIE A. FULTON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/19/2019

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

_ dry se fin		
Signature(s) of owner(s)		
Signature(s) of contract pur	chasers	
	a Notary Public aforesaid, do hereby	
instrument bearing t before me this day ir	me is (are) the person(s) who executed the foregoing he date of and appeared n person and acknowledged that he/she/they signed, sealed me instrument for the uses and purposes therein set forth.	
Given under my hand 20 <i>15</i> .	d and Notarial Seal this 9 day of <i>October</i> ,	
(Seal)	My Commission expires	
OFFICIAL SEAL MELVIN ROZANSKU NOTARKY PUBLIC - STATE OF ILLINOIS	Milloria Cormila	

## **COURT REPORTER AGREEMENT**

## **CHECK ONE OF THE FOLLOWING:**

<u> </u>	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

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION

## AFFIDAVIT OF TITLE

STATE OF ILLINOIS ) ) ss.
County of LAKE )

The undersigned affiant(s), being duly sworn, on oath says, and also covenants with and warrants to the Grantee(s) hereinafter named:

That affiant has an interest in the premises described below or in the proceeds thereof or is the Grantor in the deed dated MAY 19, 2000, to CHONG HO SHIN AND YONG SUN SHIN, Grantee(s), conveying the following described premises:

LOT 10 IN BLOCK 27 IN FREDERICK H. BARTLETT'S NORTH SHORE PROPERTIES, IN SECTION 13, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTIONS 18 AND 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1927 AS DOCUMENT 295961, IN BOOK "R" OF PLATS, PAGES 35 TO 37, IN LAKE COUNTY, ILLINOIS.

That since the title date of APRIL 7, 2000, in the commitment for title insurance issued by CHICAGO TITLE INSURANCE COMPANY, affiant has not or contracted for anything to be done that could in any way affect the title to premises, and no proceeding have been filed by or against affiant(s), nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five days from the date hereof.

That no labor or material has been furnished for premises within the last four months, that is not fully paid for.

That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of premises.

Affiant further states: NAUGHT

CHOON SUK HUH

OUNG SIL HUH

The undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT CHOON SUK HUH AND YOUNG SIL HUH personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this Bed day of Na.

2000

"OFFICIAL SEAL"
ALISON M. MARTINEZ
Notary Public, State of Illinois
My Commission Expires 01/08/03

Notary Public



## CHICAGO TITLE INSURANCE COMPANY

32 N. WEST STREET, WAUKEGAN, ILLINOIS 60085

## STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

	nmitment No. 1409 ST5015279 NWA	Loan No.	
To t abov	he best knowledge and belief of the undersign re commitment.	ed, the following is hereby certified with respect to the land described in the	
1.	That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:		
2.	That all management fees, if any, are fully paid, except the following:		
3.	That there are no unrecorded security agre agreements in respect to any appliances, eq improvements thereon as fixtures, except the	ements, leases, financing statements, chattel mortgages or conditional sales uipment or chattels that have or are to become attached to the land or any following, if any:	
4.	That there are no unrecorded contracts or op	tions to purchase the land, except the following, if any:	
5.	That there are no unrecorded leases, easeme subject, except the following, if any:	ents or other servitudes to which the land or building, or portions thereof, are	
6.	the above commitment, the mortgage and the that any person purchasing the mortgage and so in reliance upon the truth of the matters enabling the holder or holders, from time	gagor in a mortgage to be insured under a loan policy to be issued pursuant to a principal obligations it secures are good and valid and free from all defenses; I the obligations it secures, or otherwise acquiring any interest therein, may do a herein recited; and that this certification is made for the purpose of better to time, of the above mortgage and obligations to sell, pledge or otherwise insure the purchasers or pledges thereof against any defenses thereto by the representative or assigns.	
7.	That, I/we am/are the purchaser(s) or mort and no current survey or mortgagee's instruction of the statement	gagor(s) of land improved with a residential dwelling not exceeding four units, section report has been furnished to or is available to me/us. [DELETE	
The or l	e undersigned makes the above statement for loan policy pursuant to the above commitment.  Seller or Owner.	the purpose of inducing Chicago Title Insurance Company to issue its owners  Purchaser	
<u> </u>	Hood hell Hy Jackey Find Will	(Seal) (Seal) (Seal)	
The	ged pursuant to the above commitment	s of the loan secured by the mortgage to be insured under the loan policy to be were fully disbursed to or on the order of the mortgagor on creby authorized to date down the above commitment to cover the date of said	
dis	bursement.	h.	
_	5,23,00	(llean N. Harlers	
Dat	red	Signature	

THIS DOCUMENT PREPARED SZ: Drake James Leoris,

REFUNNTO

Druke James Lecris, IR

_	
	THIS INDENTURE WITNESSETH, THAT THE GRANTORS, CHOON SUK HUH and YOUNG SIL HUH
	of the County of Lake and State of Illinois , for and in consideration
	of the sum of TenDollars (\$10.00 ),
	in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 🚉
	and Warrantunto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust
	Agreement, dated the 8th day of April 1988, and known as Trust Number 165/47-01
	the following described real estate in the County of Lake and State of Illinois, to wit:
	LOT 10 IN BLOCK 27 IN FREDERICK H. BARTLETT'S NORTH SHORE PROPERTIES IN SECTION 13, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 18 AND 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD
	PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1927 AS DOCUMENT NO. 295961, IN PUBLIC RECORDS OF LAKE COUNTY, TILINOIS.  COMMONLY KNOWN AS 827 Jenkisson, Lake Bluff, Illinois PIN: 12-18-324-002
	2673988
0	RECORDER LAKE COUNTY ILLINOIS
-331	1988 APR 18 PM 3: 56
7035	Franky Hustra
õ	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 tet forth.
1 Park, IL	Pull power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to decileate parks, acceptability of all process of the protect of the protec
HIGhlan	In the case shall only harry dealing with and Touter, of only ancecano in tout, in relation to and real cutate, or in them sold real extate or one perturbered that he interest, contracted to be sold, leased or moticaced by said Trustee, or any successor in trust, he obliged to see the the ambilication of any purchase money, rent or motive bortowed or advanced on said real extate, or he obliged to see that the terms of this trust have been compiled with, or he obliged to give a processor or the said trustees, and the said trustees are sold to the said trustees. The contract of the said trustees are contracted by said Trustee, or any successor in trust, in relation to said trustees are other introduced executed by said Trustee, or any successor in trust, in relation to said test the successor of the contracter exists which is contracted by a said trustee, or any successor in trust, in relation to said trustees, or said country trying upon or relations under any such conveyance, clease or other instrument, (a) that at the tions of the delivery thereof the trust recaled by this indenture and by said Trust Agreement was in full force and effect, (b) that said residence or other instrument was executed in surrelation with the trusts, conditions and limitations contained in this indenture and in said Trustee, and any successor or interest, the said trustee of the successor of successors in trust, that such successor or successors in trust, that such successor in trust, which is not the processor of the successor of successors in trust, that such successor in trust, which is not the processor in trust have been properly appointed and are fully vetted with all the title, value, english, powers, authorities, duties and obligations of its, this or their procleecance in trust.
	This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or he subjected to any claim, Judgement or decree for anything it or they or its or their agents or attorneys may do or unit to do in or abunct the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or immerty happening in or shout said real estate, any and all such liability being hereby expressly waived and released. Any contact, obligation or indehedness tourier or entered into by the Trustee in rounted to make a successful and to the internal of the their contact, of the case of the c
	The interest of each and every heneficiary hereunder and under said Trust Agreement and of all persons risining under them or any of them shall be only in he said or any other dissolution of said real extact; and such interest is hereby declared to he personal property, and no heneficiary hereunder shall have any title or interest, legal or equivable, in or 10 said real estate as such, but only an interest in carrings, avails and proceeds thereof as adversald, the intention hereof helps to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above electriced.
	If the tille to any of the above real estate is now or increaster registered, the Registrar of Titles is hereby directed not to register or note in the certificate of stellar dualities through, or memorial, the words "In trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.
	And the said granter hereby expressly walve said release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.  In Witness Whereof, the grantor 2
/	Seed S this 8th day of April 1988  Choon Suk Huh  C
	STATE OF Illinois   Drake James Leoris, Jr.   a Notary Public in and for said  County or Lake   Ss.   County, in the State aforesaid, do bereby certify that Choon Suk Huh and   Young Sil Huh
	personally known to me to be the same personS whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and pluntary act, for he uses and purposes therein set forth, including the release and waiver of the right of homestead.  GIVEN under my hand and notary seal of the right of homestead.  Notary Public My commission expires March 09, 1989
	My commission expires MATCH U9, 1909

827 Jenkisson
Lake Bluff, Illinois
For information only insert street address of above described property.

WARRANTY DEED
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form, Neither the publisher nor the sellor of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR, MICHELE A. DAVIDSON, divorced and not since remarried,

of the Village of LakeBluff County of Lake
State of Illinais for and in consideration of
Ten and no/100 (\$10.00) ---- DOLLARS,
and other consideration ---- in hand paid,
CONVEYS and WARRANTS to
CHOON SUK HUH and YOUNG SIL HUH,
husband and wife,
1424 Deerfield Road, Deerfield, IL



Carattan Lea

(NAMES AND ADDRESS OF GRANTEES)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

LOT 10 IN BLOCK 27 IN FREDERICK H. BARTLETT'S NORTH SHORE PROPERTIES IN SECTION 13, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 18 AND 19, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1927 AS DOCUMENT NO. 295961, IN PUBLIC RECORDS OF LAKE COUNTY, ILLINOIS.

Subject to: General taxes for 1987 and subsequent years; building lines, covenants, conditions and restrictions of record; visible public and private roads and highways and easements therefor, if any, and easements for public utilities which do not underlie the improvements upon the property.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of

Illinois. TO HAVE AND TO HOLD said	premises not in tenancy in common, but in joint tenancy tolever.
Permanent Real Estate Index Number(s):	12-18-324-002
Address(es) of Real Estate: 827 Je	nkiss^n, Lake Bluff, IL 60044
	DATED this 31st day of December 1987
PLEASE MICHELE A. DAV	(SEAL)
TYPE NAME(S)  RELOW SIGNATURE(S)	(SEAL)
SIGNATURE(S)	0
"OFFICIAL SEAL" personally kno to the foregoir edged that is the foregoir edged that is free and volume.	ss. 1, the undersigned, a Notary Public in and for in the State aforesaid, DO HEREBY CERTIFY that A. DAVIDSON, divorced and not since reis with the tobe the same person whose name is subscribed againstrument, appeared before me this day in person, and acknowling instrument, appeared before me this day in person, and acknowling instrument, as her than a subscribed and delivered the said instrument as her than a subscribed array act, for the uses and purposes therein set forth, including the iver of the right of homestead.
Given under my hand and official seal, this	31st day of December 1987
Commission expiresMay 7	//
This instrument was prepared by Julie	A. Zaugg, 290 E. Deerpath, #34, Lake (NAME AND ADDRESS) Forest, IL 60045

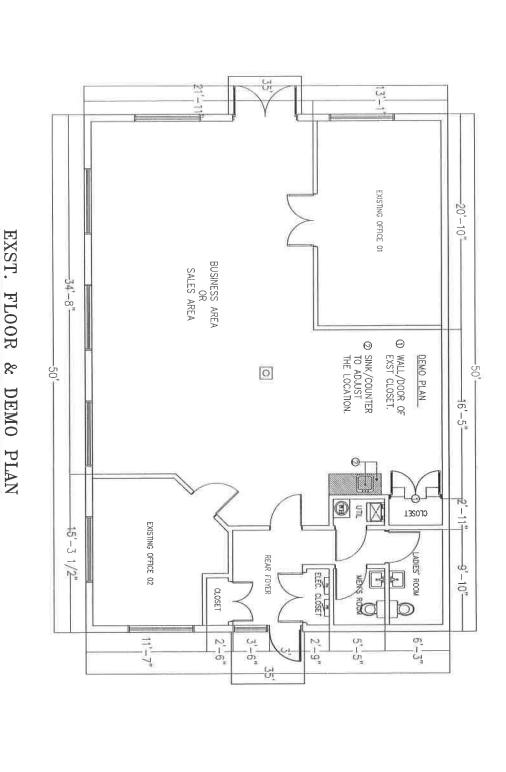
Choon Huh and Young Sil<sup>6</sup> Hu
1424 Deerfie'Tt' Rd.

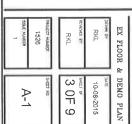
Deerfield, IL 60015
(City, State and Zep) (77)

RECORDER'S OFFICE BOX NO .

R

AFFIX "RIDERS" OR REVENUE STAMES HE





SCALE: 3": 1'-0"



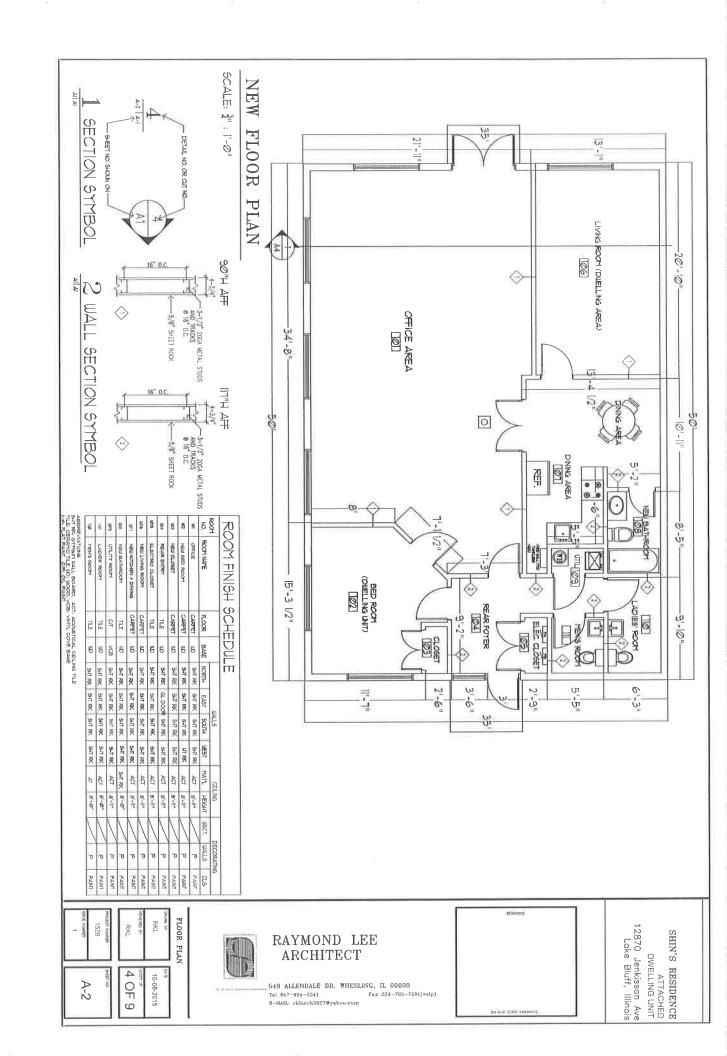
# RAYMOND LEE ARCHITECT

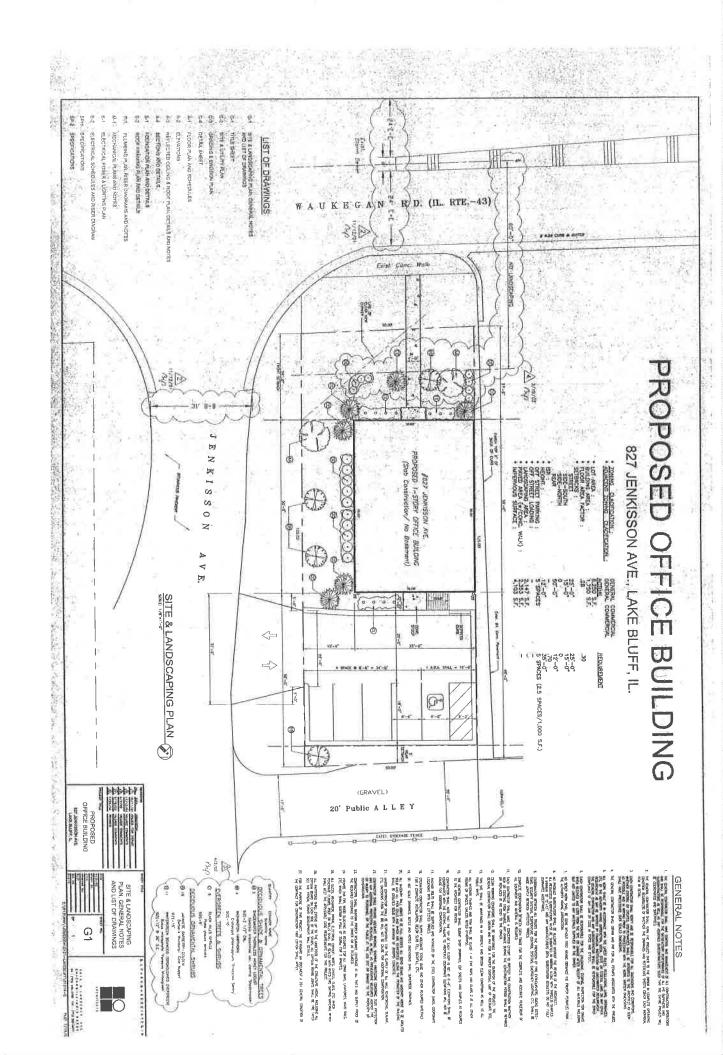
\_645 GROVE DRIVE #101, BUFFALO GROVE, IL 60089
Tel 847-024-2341 Far 224-795-7591(voip)
E-MAJL: rklarch39270yahoo.com

pa sea adole internets

SHIN'S RESIDENCE ATTACHED DWELLING UNIT

12870 Jenkisson Ave Lake Bluff, Illinois







# Parcel Vicinity Map

Courtesy Copy Only.

Property boundaries indicated are provided as a courtesy for general locational purposes. Wetland limits shown are approximate and should not be used to determine setbacks for structures or as a basis for purchasing property. An onsite wetland delineation is required to determine existing wetland boundaries.



## Legend



230 460 920 1,380 Feet

DMF REALTY LLC MARGARET L AULBACH ZBA #7544 12314 QUASSEY AVE 305 N WAUKEGAN RD LAKE BLUFF IL 60044-1565 **MAIL OUT DATE: 10-23-15** LAKE BLUFF IL 60044-1461 F SCOTT & APRIL W VOLPE WILLIE & LUCY E SUTTI SOPHIA & PETER CHOJECKI 911 FOSTER AVE 304 N WAUKEGAN RD 906 FOSTER AVE LAKE BLUFF IL 60044-1524 LAKE BLUFF IL 60044-1523 LAKE BLUFF IL 60044 CHARLOTTE SIEGEL TRUSTEE **EDWIN A BANDEROWICZ** HOUSING AUTHORITY OF THE 741 ELDER LN PO BOX 271 COUNTY OF LAKE 33928 N US HIGHWAY 45 **DEERFIELD IL 60015** LAKE BLUFF IL 60044-0271 GRAYSLAKE IL 60030-1714 **ROBERT & JUDY DEWULF** JOSE C RAMIREZ LAKE BLUFF PETROLEUM INC 917 MUIR AVE 1001 QUASSEY AVE 218 N WAUKEGAN RD LAKE BLUFF IL 60044-1535 LAKE BLUFF IL 60044-1543 LAKE BLUFF IL 60044-1577 DAN ROGERS & MIKE POPP JON D & SHARON E BAYER FRITZ C KRAUSE, JR 100 E 51ST STREET 825 JENKISSON AVE 610 ADELPHIA AVE LAKE BLUFF IL 60044-1619 LAKE BLUFF IL 60044-1583 AUSTIN TX 78751 PEAK PROPERTIES CHOON SUK & YOUNG SIL HUH **GLENN T SMITH** 136 STABLES CT 820 JENKISSON AVE 2201 W ROSCOE LAKE BLUFF IL 60044-1620 CHICAGO IL 60618-6209 HIGHWOOD IL 60040-2035 ROY K WESTERGARD **EVANGELO & THELMA GOUNTANIS** CHAIDO MANTZIORIS 3701 ALGONQUIN RD 208 N WAUKEGAN RD 29018 N WAUKEGAN RD **ROLLING MEADOWS IL 60008** LAKE BLUFF IL 60044 LAKE BLUFF IL 60044-3015 CHRIS & GUST PAPAS ROAD LLC BFMK PROPERTIES, LLC-LB 20717 W HIGH RIDGE DR 904 W NORTH AVE PO BOX 132 LIBERTYVILLE IL 60048-0132 LAKE BLUF IL 60044-1630 KILDEER IL 60047-7937 TOM ZENGELER CONSTANCE MORDINI, TRUSTEE ROBERT & DORIS CARLSEN 54 W NORTH AVE 3442 ATLANTIC AVE 550 DUNDEE RD NORTHBROOK IL 60062-2810 LAKE FOREST IL 60045-2991 GURNEE IL 60031-5402

HOWE BUS & HOME SRVCS INC

116 N WAUKEGAN RD LAKE BLUFF IL 60044

