

LAKE COUNTY ZONING NOTICE #000210-2017

LIBERTYVILLE TOWNSHIP

The Lake County Zoning Board of Appeals has scheduled a public hearing on Thursday, May 11, 2017 at 9:00 A.M. at the Lake County Division of Transportation, 600 W. Winchester Road, Libertyville, Illinois on the petition of John Edward Bristow and Katherine Agnes Bristow, as Trustees under the provisions of a Trust Agreement dated September 9, 2015 and known as the Bristow Family Trust, record owners, who seek the following variation from the requirements of the Lake County Code and any other zoning relief as required:

1. Reduce the street yard setback from 30 feet to 15 feet for an expansion of a single-family dwelling.

Please note that quantitative values may be subject to minor alterations due to surveyed conditions. The subject property is located at 15418 W. Fair Lane, Libertyville, Illinois, and is approximately 0.51 acres.

PIN 11-10-401-009

This application is available for public examination at the office of the Lake County Zoning Board of Appeals, 500 W. Winchester Rd, Libertyville, Illinois, attn.: Brad Denz, Project Manager (847) 377-2127.

**George Bell
Chairman**

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

Applicant(s):
(please print)

✓ JOHN E. BRISTOW ✓ Phone: 847-530-8512
Owner(s) KATHERINE A. BRISTOW

✓ 15418 W. FAIR LANE
LIBERTYVILLE IL
60048

Fax: _____
Email: EDBRISTOW
@AOL.COM

Address

Contract purchaser(s) if any

Phone: _____

Fax: _____

Email: _____

Address

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

Name

Phone: _____

Cell: _____

Fax: _____

Email: _____

Address

Subject
Property:

Present Zoning: R-3
Present Use: SINGLE-FAMILY DWELLING
Proposed Use: ADDITION
PIN(s): 11-10-401-009
Address: 15418 W. FAIR LANE
LIBERTYVILLE, IL 60048

Legal description:
(✓ see deed)

15418 W. FAIR LANE

Request:

The following variation(s) are requested:

1. FRONT STREET YARD SETBACK FROM 30' TO 15' TO
2. INCLUDE OVERHANG & GUTTER
3. _____

Explain why this variation(s) is necessary: _____

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:

1. Exceptional conditions peculiar to the applicant's property.
Response:

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

Master Bedroom Suite Variance :

1. We are approaching 70 years of age. We have lived in this house for a total of 28 years.
- The house is a two story basic colonial design built in 1969. The house is located on a cul-de-sac.
- The current master bedroom along with the other bedrooms are located on the upper floor.
- Our laundry area is located in the basement. We want to add a new master bedroom to the north side house that will include a laundry area, bathroom, and closet space. This will allow us to continue to live in our house with minimal or no use of stairs during normal daily activities.

The house is built on a large lot but has a curved build line due to the cul-de-sac. The house was built at the very front edge of the build line. The new addition will encroach this curved build line slightly at its northeast corner. This extension will still be approximately 40ft from the cul-de-sac curb and 60ft from north end of the lot.

2. The need for required variance is the result of the home originally being built at front edge of the build line and existence of cul-de-sac creating a curvilinear build line.

An addition on the West Side would require relocation of telephone, electrical and cable TV connections and associated meters.

An addition on the West Side will not match the roof line.

An addition on West Side would require relocation of the family room “ Bump Out ” space for entertainment center.

An addition on West Side would require elimination of windows in living room, kitchen and family room. It would dramatically cut down the existing natural light for these three rooms.

Any viable expansion to the house can only occur on the North Side of the existing house.

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

John E. Bristow
Katherine A. Bristow

Signature(s) of owner(s)

Signature(s) of contract purchasers

I, Cynthia G. Godbold a Notary Public aforesaid, do hereby certify that John E. Bristow & Katherine A. Bristow

personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of 3-30-17 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 30th day of March, 2017

(Seal)

My Commission expires 10/23/17

Cynthia G. Godbold



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.

Katherine A. Bryant
Signature

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION

Concerning Mariano 4/17/17
Applied for at:

15418 W. Fair Lane
Libertyville IL
60048

This property is now part
of the "Bristow Family Trust"
Owned evenly by

John Edward BRISTOW +
KATHERINE AGNES BRISTOW

Husband + Wife

J E Bristow 4/17/17
Katherine A. Bristow 4/17/17

DEED IN TRUST

Illinois

MAIL TO:

John E. Bristow and Katherine A. Bristow
15418 W. Fair Lane
Libertyville, IL 60048

NAME AND ADDRESS OF

TAXPAYER:

John E. Bristow and Katherine A. Bristow
15418 W. Fair Lane
Libertyville, IL 60048

Image# 054383090003 Type: DIT
Recorded: 09/18/2015 at 01:32:56 PM
Receipt#: 2015-00057088
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **7231871**

RECORDER'S STAMP

THE GRANTOR(S) John Edward Bristow and Katherine A. Bristow, married to each other, for and in consideration of TEN DOLLARS and other good and valuable considerations in hand paid, CONVEY AND Quit Claim unto John Edward Bristow and Katherine Agnes Bristow, as Trustees under the provisions of a Trust Agreement dated September 9, 2015 and known as The Bristow Family Trust, and unto all and every successor or successors in trust under said trust agreement, all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

LOT 15 IN COOPER'S COUNTRYSIDE MANOR UNIT NO. 4, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1964 AS DOCUMENT 1228932 IN BOOK 39 OF PLATS, PAGE 47, IN LAKE COUNTY, ILLINOIS.

Permanent Index Number: 11-10-401-009

Commonly Known As: 15418 W. Fair Lane Libertyville, IL 60048

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

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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 property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for

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any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

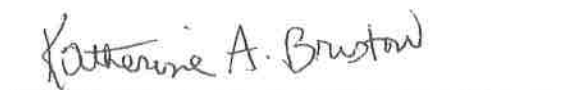
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced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

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

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

DATED: September 9, 2015



John Edward Bristow


Katherine A. Bristow

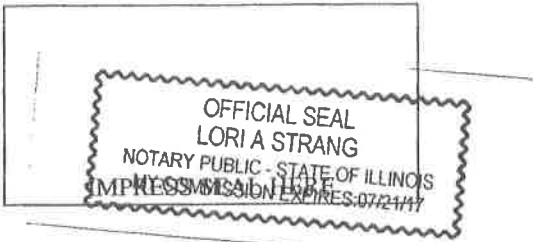
STATE OF ILLINOIS)
County of LAKE)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT John Edward Bristow and Katherine A. Bristow, personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they/he/she signed, sealed and delivered the said instrument as their/his/her 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 9th day of September, 2015.



Notary Public



NAME AND ADDRESS OF PREPARER:
Law Offices of Thaddeus M. Bond, Jr. & Associates
200 North King Avenue, Suite 203
Waukegan, IL 60085

COUNTY-ILLINOIS TRANSFER STAMPS

EXEMPT UNDER PROVISIONS OF
PARAGRAPH E, SECTION 31-45, REAL ESTATE
TRANSFER TAX LAW

DATE: September 9, 2015



Buyer, Seller, or Representative

DEED IN TRUST
Illinois

MAIL TO:

John E. Bristow and Katherine A. Bristow
15418 W. Fair Lane
Libertyville, IL 60048

NAME AND ADDRESS OF
TAXPAYER:

John E. Bristow and Katherine A. Bristow
15418 W. Fair Lane
Libertyville, IL 60048

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Permanent Index Number: 11-10-401-009

Commonly Known As: 15418 W. Fair Lane Libertyville, IL 60048

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3

any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.


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

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John Edward Bristow


Katherine A. Bristow

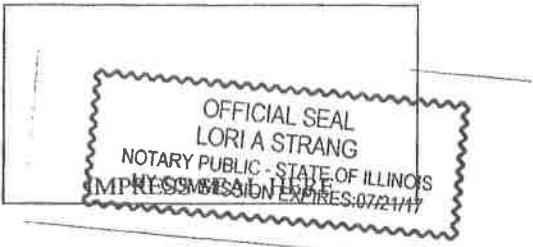
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County of LAKE)

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Notary Public



NAME AND ADDRESS OF PREPARER:
Law Offices of Thaddeus M. Bond, Jr. & Associates
200 North King Avenue, Suite 203
Waukegan, IL 60085

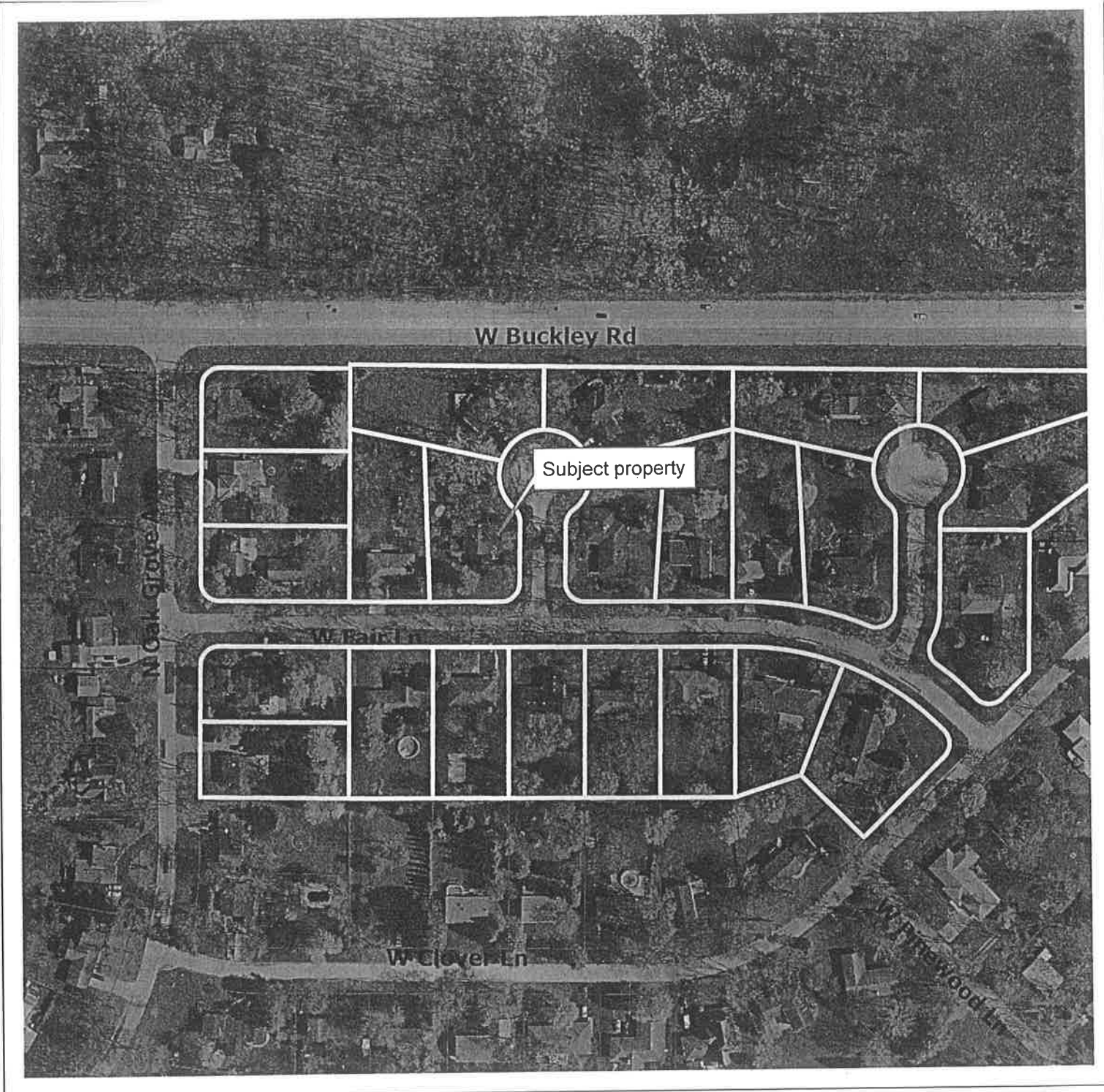
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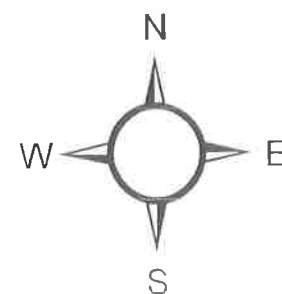
Buyer, Seller, or Representative



ZBA #000210-2017 Adjacent property owner map/list

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 on-site wetland delineation is required to determine existing wetland boundaries.

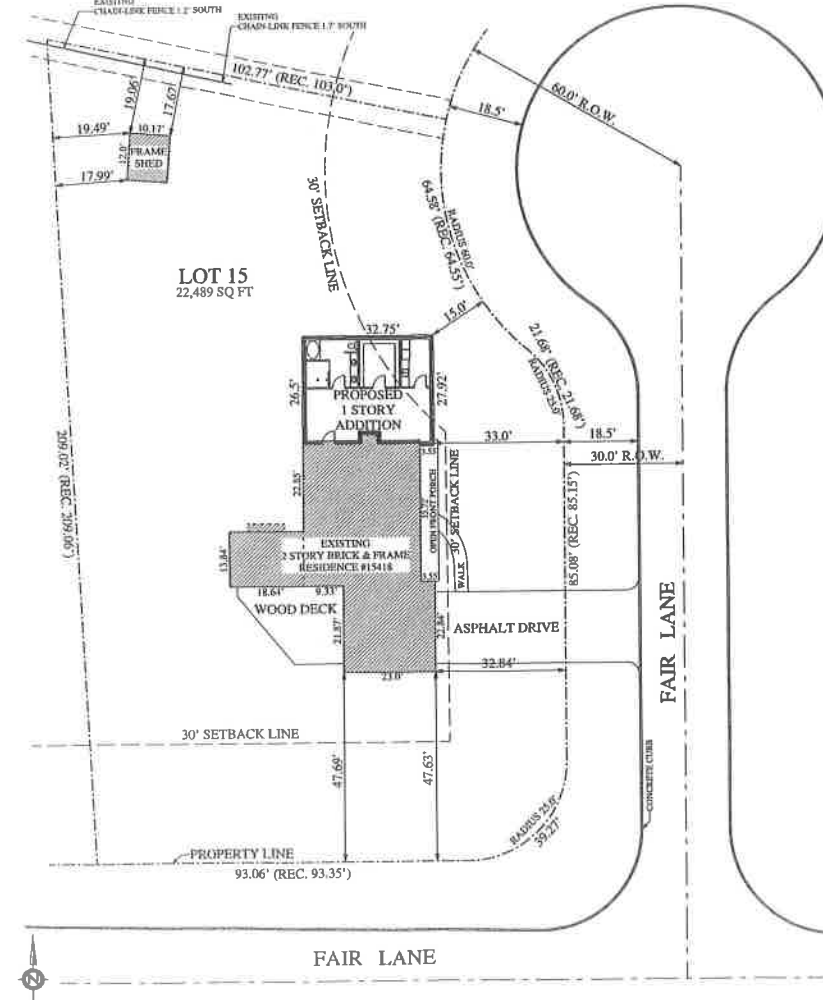
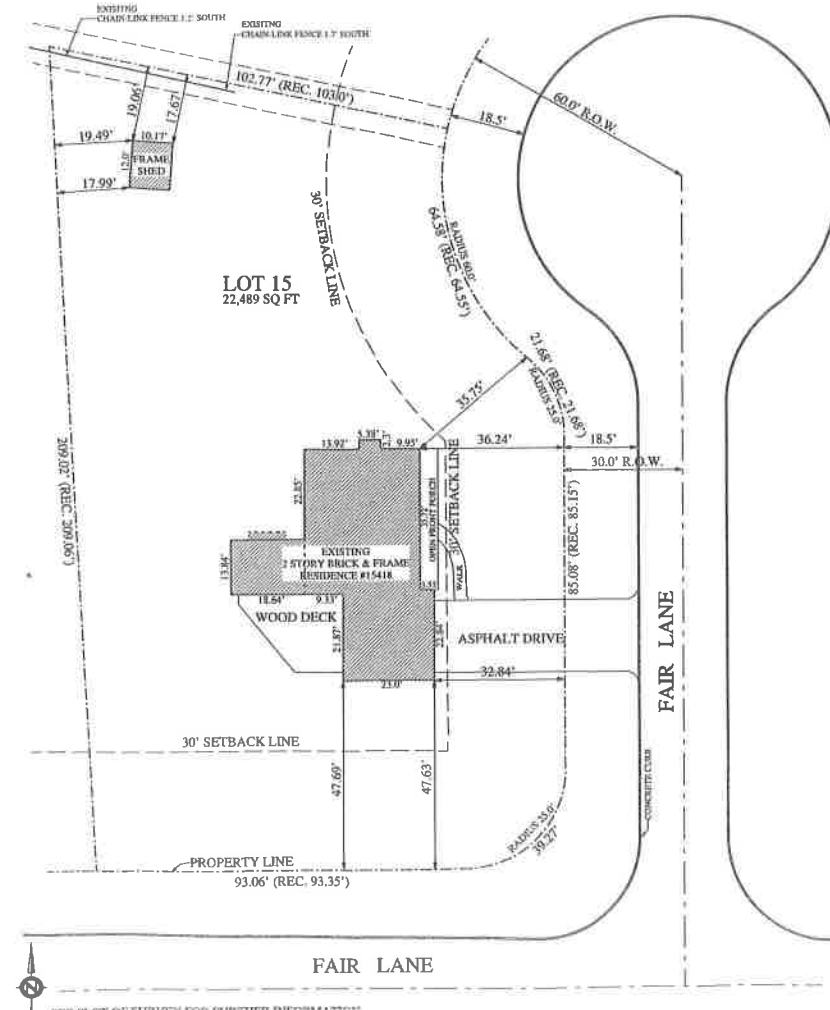


HPA BORROWER 2016-2 LLC 180 N STETSON AVE CHICAGO IL 60601-6709	ZBA #000210-2017 MAIL OUT DATE:	JOSEPH E DAWSON, III 225 FOX RUN RD LIBERTYVILLE IL 60048
ERIC & KATHERINE E BUBASH 15408 W FAIR LN LIBERTYVILLE IL 60048-1467	PHILIP & DEBORAH CHARAPATA 15366 W FAIR LN LIBERTYVILLE IL 60048-1439	KAREN W HARWOOD 15312 W FAIR LN LIBERTYVILLE IL 60048-1439
TINA PENG 15440 W FAIR LN LIBERTYVILLE IL 60048-1467	JOHN E & KATHERINE A BRISTOW 15418 W FAIR LN LIBERTYVILLE IL 60048-1467	BENJAMIN & SUSAN L KNUDSON 30463 N OAK GROVE AVE LIBERTYVILLE IL 60048-1418
DIKRAN & LOUCINE TOKMAKJIAN 15358 W FAIR LN LIBERTYVILLE IL 60048-1439	MARIE A LA ROSA 15340 W FAIR LN LIBERTYVILLE IL 60048-1439	BARRY SULLIVAN 15322 W FAIR LN LIBERTYVILLE IL 60048-1439
PATRICIA C HORWITZ TRUSTEE 15463 W FAIR LN LIBERTYVILLE IL 60048-1438	D PHILLIPS C FEELEY 30393 N OAK GROVE AVE LIBERTYVILLE IL 60048-5114	PATRICIA K ZIFKA 15439 W FAIR LN LIBERTYVILLE IL 60048-1438
CLARK K & KATHERINE R CASHMAN 15417 W FAIR LN LIBERTYVILLE IL 60048-1438	DAVID J KELTON JR 15395 W FAIR LN LIBERTYVILLE IL 60048-1438	PAUL SMITH 15377 W FAIR LN LIBERTYVILLEIL 60048-1438
RICHARD T & AMY KORN 15353 W FAIR LN LIBERTYVILLE, IL 60048-1438	WILLIAM/ PHYLLIS E DIEHL TRUST 15341 W FAIR LN LIBERTYVILLE, IL 60048-1438	JASON & JIAY LEE 15310 W CLOVER LN LIBERTYVILLE, IL 60048-5108

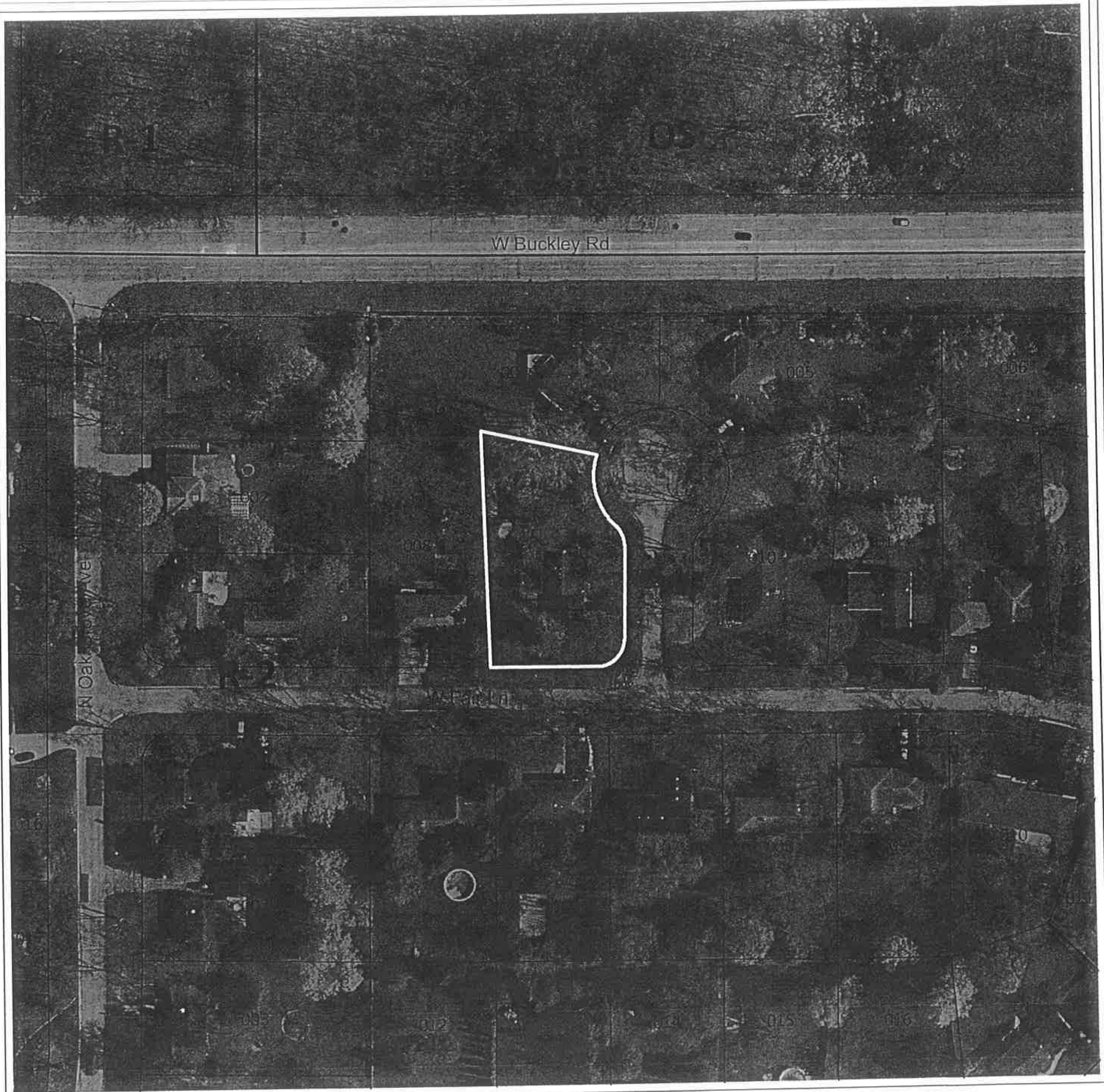
ADDITION
15418 W. FAIR LANE
LIBERTYVILLE, IL 60048

BUILDING AREAS:	
EXISTING FIRST FLOOR	1344 SF
PROPOSED FIRST FLOOR ADDITION	860 SF
EXISTING SECOND FLOOR	+/- 1000 SF
EXISTING FRONT PORCH	66 SF
EXISTING GARAGE	527 SF
EXISTING REAR DECK	342 SF
TOTAL HEATED AREA	3204 SF
TOTAL COVERED AREA	4139 SF

IMPERVIOUS SURFACE ALLOWED 30%
IMPERVIOUS SURFACE ACTUAL: 16.9%
IMPERVIOUS AREA / TOTAL LOT AREA = ACTUAL IMPERVIOUS SURFACE
3806 SF / 22489 SF = 16.9%



KANG ARCHITECTS, INC.
36557 N. ELIZABETH DR. LAKE VILLA IL 60046
BRAD.KANGARCHITECTS@GMAIL.COM
PH. 847.975.2904



Zoning Board of Appeals
Case #000210-2017



Incorporated Lake County



Subject Parcel

