

LAKE COUNTY ZONING BOARD OF APPEALS
REZONING APPLICATION

ORIGINAL

Applicant(s):
(please print)

Donald F Rogers Jr. Trust

Phone:

847-234-1878

Owner(s)

715 North Avenue
Lake Bluff, IL 60044

Fax:

847-234-7751

Address

Contract purchaser(s) if any

Phone:

Fax:

Address

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

Donald F Rogers III

Name

Phone: 847-234-1878

Cell: 847-648-1878

610 Adelpia Avenue
Lake Bluff, IL 60044

Fax: 847-234-7751

Email: snodog1@aol.com

Address

Subject
Property:

Present Zoning: R-3

Present Use: Vacant / Parking

Proposed Use: Vacant / Parking

PIN(s): 12-19-117-002

Address: 12585 W North Avenue
Lake Bluff, IL 60044

Legal description:
(see deed)

Request:

I/we request the property be rezoned to the GC - General Commercial zoning district.

I/we believe this rezoning is justified because:

Long standing commercial parking use and increased need due new commercial development.

Approval

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

1. The proposed rezoning is consistent with the stated purpose and Intent of the zoning regulations (UDO Section 151.005);
 - * Manage growth within unincorporated Lake County
 - * Provide appropriate infrastructure
 - * Long standing commercial development with increased pressure to accommodate commercial parking.
 - * eliminate a situation that currently does not comply with UDO
2. The proposed rezoning corrects an error or inconsistency or meets the challenge of some changing condition in the area;
 - * adjacent property was re-zoned
 - * Recent new commercial development has increased parking demand
 - * Commercial development along IL Rt. #176 when platted did not allow for modern parking needs, nor the past 15 years of growth.
 - * The requested re-zoning will help make up for current limited parking
3. The proposed rezoning will allow development that is compatible with existing uses and zoning of nearby property;
 - * Three years ago Lake County re-zoned the parcel west to GC - General Commercial
 - * This proposal is consistent w recent re-zoning by Lake County

4. The County and other service providers will be able to provide adequate public facilities and services to the property, while maintaining adequate levels of service to existing development;

* Alley way is improved and maintained with compacted crushed asphalt. This allows for access and proper drainage for patrons, deliveries and emergency service.

Recognizing that the existing crushed asphalt is consistent with previous action taken by Lake County and as a condition of the re-zoning approval I voluntarily commit to asphalt within 4 yrs of approval the alley per the length of the property. We request the 4 year time table as the area continues to re-develop and is on going. We have continued to pursue re-development opportunities with the subject property including the 2 properties the restaurant currently uses. We additionally are willing to install "No Parking" signs to avoid blockage of the alley. "No Thru Traffic" signs to help avoid cut through traffic and (when paving) 2 - "speed Humps" to slow traffic for pedestrian safety. I further volunteer as a condition that any future re-development of the subject property will be tied to the re-development of a properties fronting Illinois Route 176.

5. The proposed rezoning will not result in significant adverse impacts on other property in the vicinity of the subject tract or on the environment, including air, water, noise, stormwater management, wildlife and natural resources; and

* Proposed re-zoning to GC - General commercial is consistent with previous action taken by Lake County. Existing stockade fence and proposed planting will provide year around screening for neighbors.

6. The subject property is suitable for the proposed zoning classification.

* GC - General commercial lot size of 10,000 square feet is met by current size and in an area that is suitable for GC - General Commercial zoning.

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

Signature of owner(s)

Signature(s) of contract purchasers

I, Carrie M Rogers a Notary Public aforesaid, do hereby certify that
Donald F Rogers III personally known to
me is (are) the person(s) who executed the foregoing instrument bearing the date of
March 22, 2018 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 22nd day of March,

2018. (Seal)

My Commission expires June 22, 2018.

Carrie M. Rogers



DEED IN TRUST
(ILLINOIS)

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

3371112

RECORDED
LAKE COUNTY, ILLINOIS

93 JUL 23 PM 2: 14

Franklin H. Heston

THE GRANTORS, DONALD F. ROGERS, JR. married
to EDITH S. ROGERS,

of the County of Lake and State of Illinois
for and in consideration of Ten & no/100 (\$10.00)
Dollars, and other good and valuable considerations in hand paid,
Convey and (WARRANT/QUIT CLAIM)* unto
DONALD F. ROGERS, JR.
715 W. North Avenue
Lake Bluff, IL 60044
(NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 28th day of September, 1992, and known as Trust
DONALD F. ROGERS, JR. DECLARATION OF TRUST
(hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or
successors in trust under said trust agreement, the following described real estate in the County of Lake and State of
Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Real Estate Index Number(s): _____

Address(es) of real estate: _____

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 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 99 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 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the
certificate of title or duplicate thereof, 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 grantor S hereby expressly waive and release 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.

In Witness Whereof, the grantor S aforesaid have hereunto set their hand S and seal S this 15th

day of July, 1993
Donald F. Rogers, Jr. (SEAL) Edith S. Rogers (SEAL)
DONALD F. ROGERS, JR. EDITH S. ROGERS

State of Illinois, County of _____ ss.

I, Robert E. Hamilton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Donald F. Rogers, Jr. married to Edith S. Rogers,
personally known to me to be the same person S whose name S are subscribed to the
SEAL ROBERT E. HAMILTON
Notary Public, State of Illinois, appeared before me this day in person, and acknowledged that they signed,
delivered and caused to be delivered the said instrument as their free and voluntary act, for the uses and purposes
therein expressed, including the release and waiver of the right of homestead.

Given under my hand and seal this 16th day of July, 1993

Commission expires 11-14 1993 Robert E. Hamilton
NOTARY PUBLIC

This instrument was prepared by Robert E. Hamilton, Esq., 225 W. Wacker Dr., Chicago, IL 60606
(NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: { (Name)
(Address)
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Donald F. Rogers
(Name)
715 W. North Ave.
(Address)
Lake Bluff, IL 60044
(City, State and Zip)

This transaction is exempt under provisions
of Section 4 of the Real Estate Transfer Act.
Date: 7/16/93 Edith S. Rogers, Attorney

AFFIX "RIDERS" OR REVENUE STAMPS HERE

RECORDED
FILED

2

DEED IN TRUST
(ILLINOIS)

3371112

RECORDED
LAKE COUNTY, ILLINOIS

93 JUL 23 PM 2:14

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to EDITH S. ROGERS,

of the County of Lake and State of Illinois
for and in consideration of Ten & no/100 (\$10.00)
Dollars, and other good and valuable considerations in hand paid,
Convey and (WARRANT/QUIT CLAIM) unto
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as Trustee under the provisions of a trust agreement dated the 28th day of September, 1992, and known as Trust
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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 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 99 years, and to
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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
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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
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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
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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
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in the earnings, avails and proceeds thereof as aforesaid.

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DONALD F. ROGERS, JR. EDITH S. ROGERS

State of Illinois, County of _____ ss.

I, Robert E. Hamilton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Donald F. Rogers, Jr. married to Edith S. Rogers,
personally known to me to be the same person S whose name S are subscribed to the
SEAL ROBERT E. HAMILTON instrument, appeared before me this day in person, and acknowledged that they signed,
their Notary Public, State of Illinois, the said instrument as their free and voluntary act, for the uses and purposes
herein set forth, including the release and waiver of the right of homestead.

My Commission Expires Nov. 14, 1993

Given under my hand and seal this 16 day of July, 1993
Commission expires 11-14 1993 Robert E. Hamilton
NOTARY PUBLIC

This instrument was prepared by Robert E. Hamilton, Esq., 225 W. Wacker Dr., Chicago, IL 60606
(NAME AND ADDRESS)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: { (Name)
(Address)
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Donald F. Rogers
(Name)
715 W. North Ave.
(Address)
Lake Bluff, IL 60044
(City, State and Zip)

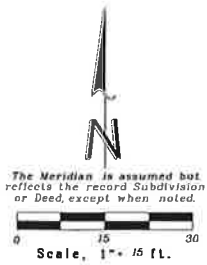
OR RECORDER'S OFFICE BOX NO. _____

This transaction is exempt under provisions
of Section 4 of the Real Estate Transfer Act.
Date: 7/16/93 Robert E. Hamilton, Attorney

AFFIX "RIDERS" OR REVENUE STAMPS HERE

RECORDED
INDEXED

2



BOUNDARY AND TOPOGRAPHIC Survey

R. E. DECKER, P.C.

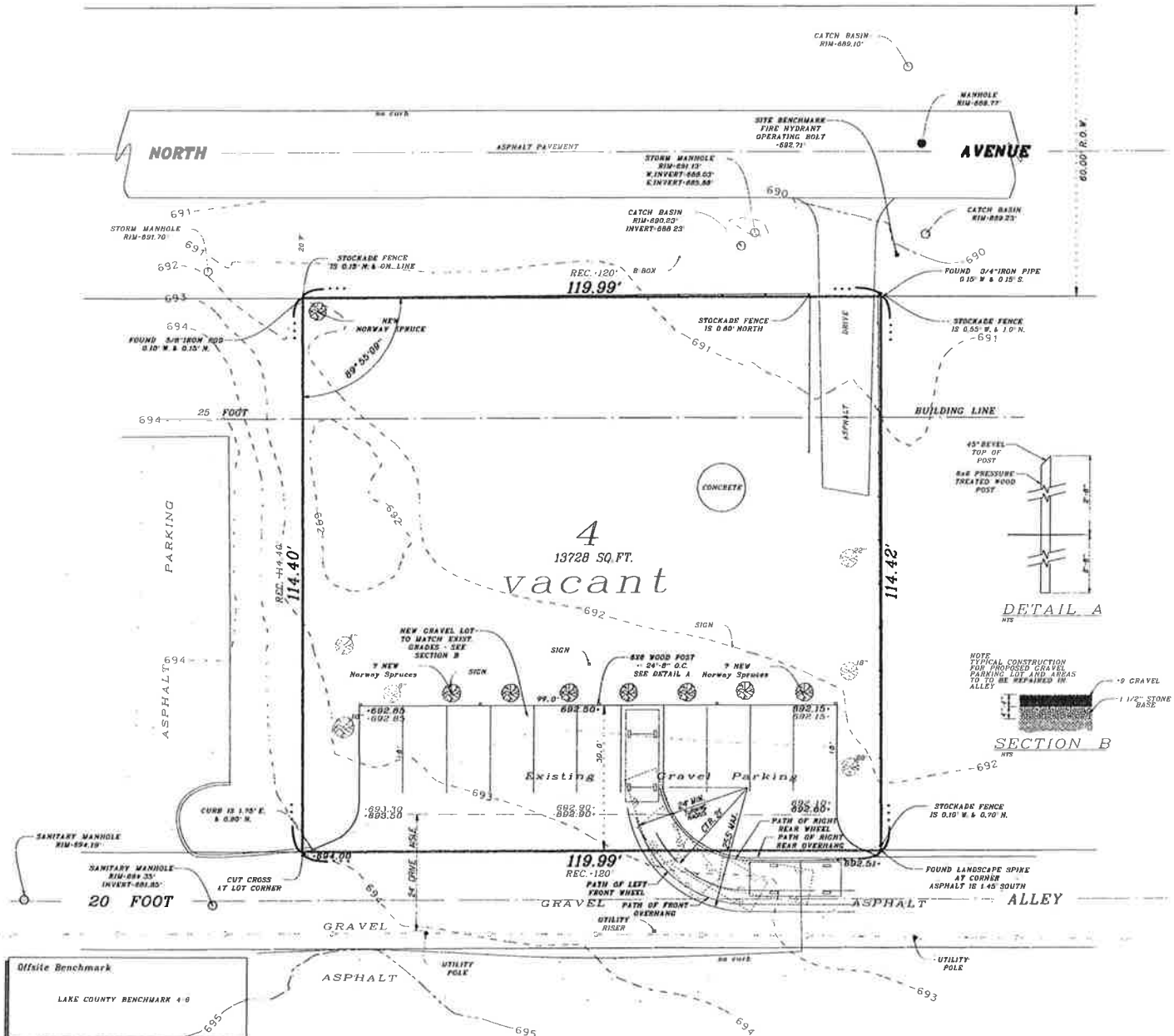
LAND SURVEYORS

114 E. COOK AVE., LIBERTYVILLE, ILLINOIS 60048
847-362-0091 FAX 847-362-0119 deckersurvey@gmail.com

Legend	
Proposed Contour	Utility Color Code
Existing Contour	Communications
Propagating Elevation	Electric
Existing Elevation	Gas
Existing Deciduous Tree with Trunk Diameter	Sanitary
Existing Conifer with Trunk Diameter	Storm
Remove Tree	Water
Food Utility Pole	Utility markers and lines shown in corresponding colors
Overhead Utility Line	Underground Utility Marker

Lot 4 in Block 50 in Frederick H. Bertlett's North Shore Properties, a subdivision 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, 36 and 37, in Lake County, Illinois.

Commonly known as: 12585 NORTH AVENUE, LAKE BLUFF, ILLINOIS.



Offsite Benchmark
LAKE COUNTY BENCHMARK +6
695

Project Benchmark
FIRE HYDRANT LOCATED NEAR THE NORTHEAST CORNER OF 1265 NORTH AVENUE, OPERATING BOLT 66.77 FEET - 08

Legend of Abbreviations	
N - North	Doc - Document
S - South	SQ. FT. - square feet
E - East	R.O.W. - Right of Way
W - West	
N.E. - Northeast	San. - sanitary
S.E. - Southeast	Sto - storm
S.W. - Southwest	Inv. - invert
N.W. - Northwest	PVC - polyvinyl chloride
Rec. - record	CMP - corrugated metal pipe
Mens. - measured	TYP - top of foundation



FIELD WORK COMPLETED: SEPTEMBER 28, 2015

STATE OF ILLINOIS } ss
COUNTY OF LAKE }

This professional service conforms to the current Illinois minimum standards for a "Boundary Survey." This professional service conforms to the current Illinois minimum standards for topographic surveys.

R. E. DECKER, P.C.

By _____ Professional Land Surveyor

Compare the Description on this Plat with your Deed and Title; also compare all stakes to this Plat before building by them, and report any differences at once. Dimensions are shown in feet and decimal parts thereof. Refer to Title, Covenants or Building Department for additional Easements, Setbacks or Restrictions which may exist.

ORDER NUMBER 15-061

ORDERED BY DAN ROGERS

FOR _____

REVISIONS: 3/15/16



Note Concerning Existing Utilities

When the plans or special provisions include information pertaining to the location of underground utilities such information represents only the opinion of the surveyor as to the location of such utilities and is only included for the convenience of the bidder. The surveyor and owner assume no responsibility whatsoever in respect to the sufficiency or accuracy of the information shown on the plans relative to the underground utility facilities. It shall be the contractor's responsibility to obtain from the respective utility companies, detailed information relative to the location of their facilities.

Contractor is responsible for contacting J.U.L.I.E. at 1-800-892-0123 and must obtain a dig number at least 72 hours prior to any work being done

WITHOUT A RAISED SEAL
PLAT IS NOT VALID

**McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT**



1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

September 21, 2017

Dan Rogers
715 North Ave.
Lake Bluff, IL 60044

Re: Parcel # 12-19-117-002
Common Location: 715 North Ave., Lake Bluff, IL
NRI# L17-034-4095
Zoning Change: R-3 to General Commercial

Dear Mr. Rogers:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Donald F Rogers Trustee of Donald F. Rogers Jr. Trust property as applied for in Report #17-034-4095. The SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventories are for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and the Lake County Stormwater Management Commission for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. Consultation in this matter is considered by the District to be terminated. The District does reserve the right to re-open consultation should new information be brought to our attention. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Resource Analyst

Resources for the Future