

LAKE COUNTY ZONING NOTICE VAR-000367-2018

Antioch Township

The Lake County Zoning Board of Appeals has scheduled a public hearing at 9:00 AM on Thursday June 14, 2018 at the Central Permit Facility, 500 W. Winchester Rd., Libertyville on the petition of Bonnie Pollitt, who seeks the following variation from the requirements of the Lake County Code and any other zoning relief as required:

Reduce side yard setback from 5.15 feet to 2.45 feet to allow for the construction of a 2nd story addition and remedy the nonconforming status of the existing single-family home.

Please note that quantitative values may be subject to minor alterations due to surveyed conditions. The subject property is located at 40888 N. Park Ave, Antioch, IL 60002 and is approximately 0.22 acres.

PIN:0124202006

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: Thomas Chefalo, Project Manager 847-377-2120

George Bell
Chairman

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

Applicant(s):
(please print)

Bonnie A. Pollitt
Owner(s)

Phone: (224) 788-8182

40888 N. Park Ave.
Antioch IL 60002

Fax: n/A

Address

Email: Bonnie.Pollitt
@yahoo.com

n/A

Phone: _____

Contract purchaser(s) if any

Fax: _____

Email: _____

Address

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

Jennifer Kibittlewski
Name

Phone: (224) 788-8183
Cell: (224) 443-6761

40888 n. Park Ave.
Antioch IL 60002

Fax: n/A
Email: Humphrey Book
@icloud.com

Address

Subject
Property:

Present Zoning:

R-1

Present Use:

Single Family Home

Proposed Use:

second story addition

PIN(s):

01-24-202-006

Address:

Legal description:
(☒ see deed)

Request:

The following variation(s) are requested:

1. Second story partial addition -
2. 5.15 setback to 2.5 setback
3. _____

Explain why this variation(s) is necessary: _____

Relocating second bedroom to
a second story partial addition

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:

the current structure is close to the property line, as many in the neighborhood as we cannot expand off the back of the home because of the septic tank + field, we cannot expand to the side because of the slope of the yard, and the location of the kitchen.

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

Response:

The home has a small footprint. The current second bedroom is not large enough to accommodate a practical living space. Relocating this bedroom to a second story partial addition will allow enough space for two people to live in the home comfortably.

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

Response:

Most of the homes within our sightline have more than one story and are much larger. I believe adding a partial second story would actually add to the harmony of the neighborhood.

DOUGLAS

AVENUE

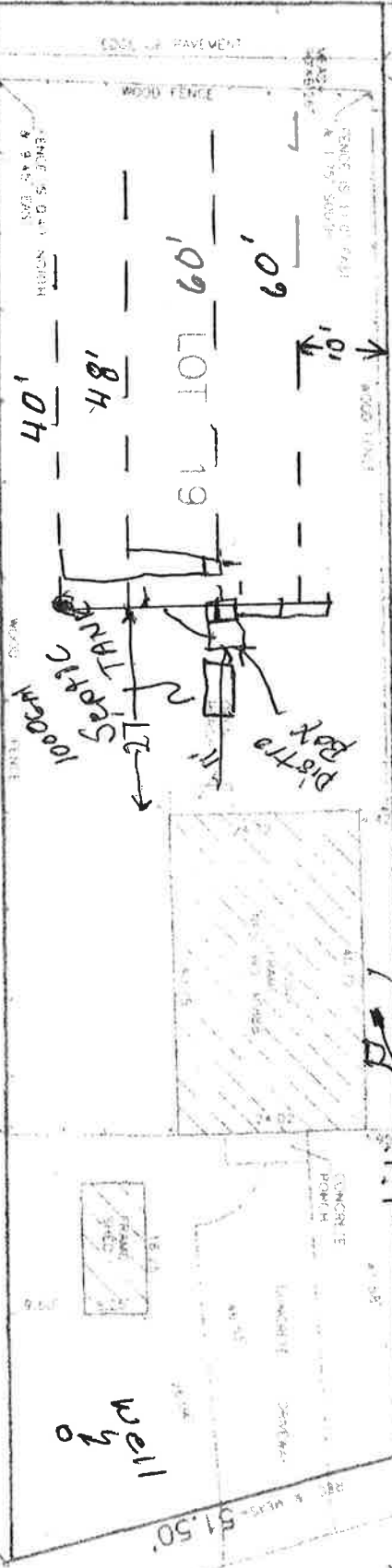
REL' & MEAS = 50.00'

AVENUE

PARK

REL' & MEAS = 51.50'

Utilities



Septic Locate on 5-4-18 By

Community Sewer & Septic

PO Box 874 Wauconda

847 526-9910

1" = 10'



Trench Detail





Image# 050761090002 Type: DWT
Recorded: 11/13/2013 at 09:37:52 AM
Receipt#: 2013-00075283
Page 1 of 2
Fees: \$39.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **7054413**

WARRANTY DEED IN TRUST
Individual

THE GRANTOR(S), **BONNIE A. POLLITT**, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to **BONNIE A. POLLITT, Trustee under Trust Agreement dated October 31, 2013, and Known as Trust Number 40888**, all interest in the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

Lot 19, **WOODLAND PARK**, a Subdivision of part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 46 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded February 18, 1922, as Document 209265, in Book K of Plats, page 95, in Lake County, Illinois.

Permanent Real Estate Index Number(s): 01-24-202-006-0000

Address(es) of Real Estate: 40888 N. Park Avenue, Antioch, Illinois 60002

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and for the following uses:

1. The Trustee (or Trustees, as the case may be), is invested with the following powers: (a) to manage, improve, divide or subdivide the trust property, or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and to grant to such successor or successors in trust all the powers vested in the Trustee. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, street, highways or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.
2. Any party dealing with the Trustee with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to enquire into the powers and authority of the Trustee, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument; that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument so executed was pursuant to and in accordance with the authority granted the Trustee, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said agreement is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested with the title, estate, rights, powers and duties of the preceding Trustee.
3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all persons claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property, and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

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4. In the event of the inability, refusal of the Trustees herein named, to act, or upon their removal from the County, JENNIFER A. KIBITLEWSKI-BOOK is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note in the Certificate of Title, duplicate thereof, or memorial, the words "in trust" or "upon condition", or "with limitation", or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantor(s) hereby waive(s) and release(s) any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

Dated this 31st day of October, 2013.

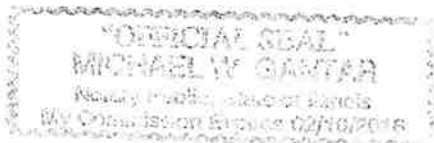

Bonnie A. Pollitt

Exempt under provisions of Paragraph E Section 4
Real Estate Transfer Act
10/31/13 Date
Buyer, Seller or Representative

STATE OF ILLINOIS, COUNTY OF Lake SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT, Bonnie A. Pollitt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as 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 official seal, this 31st day of October, 2013.



 (Notary Public)

Prepared by and Mail to:
Michael W. Gantar, Ltd.
382 Lake Street
Antioch, Illinois 60002

Name and Address of Taxpayer:
Bonnie A. Pollitt, Trustee
40888 N. Park Avenue
Antioch, Illinois 60002

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

Bonnie A. Pollitt

Signature(s) of owner(s)

Signature(s) of contract purchasers

I, Laurie E Romano a Notary Public aforesaid, do hereby certify that Bonnie Pollitt

personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of 5/12/2018 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 12th day of May, 2018

(Seal)

My Commission expires 5/20/2020.

Laurie E Romano



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

THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION