



Commission/Board/Committee Name: PLANNING & ZONING COMMISSION

Date of Meeting: Tuesday, December 20th 2022

Time of meeting: 7:00 PM

Location of Meeting: The regular meeting of the Village Planning & Zoning Commission will be held in person at 517 Des Plaines Ave, Forest Park IL 60130

AGENDA:

Roll Call

Approval of minutes from the meeting of October 17, 2022

Unfinished Business:

New Business

1. PZC 2022-04 Request to amend the "authorized variations" section of the code to include relief for lot area reduction
2. PZC 2022-05 Special use request for illuminated billboards on I-290 (CTA Property)
3. PZC 2022-06 Text Amendment to I-2 District

Public Comment

Adjournment

Village of Forest Park Planning and Zoning Meeting Minutes 17 October 2022

1. Call to Order: The PCZ meeting was called to order at 7:00 pm.

2. Establish Quorum:

Present: McBride, Price, Hibbits, Russ, Whitebone, East

Absent: Whitebone, Price

3. Motion for Kerri McBride to be appointed interim Secretary. 4-0 approved

4. Approval of Minutes. Minutes from 17 October 2022 meeting. 4-0 approved

5. PZC 2022-02 Crystal Car Wash Site Approval/Conditional Use Request

Packet into record, McBride/Russ 4-0

Brief presentation by Crystal attorney followed by PZC questioning and public comment.

Action: Case continued at petitioner request. The case will need to be re-published.

6. Adjournment. Hibbits/McBride

Respectfully submitted,

Steve Glinke - Director

Village of Forest Park Memorandum

TO: Planning and Zoning Commission

FROM: Steve Glinke, Director of Building, Planning and Zoning

SUBJECT: 118 Rockford Avenue & 7515-7521 Dixon Street

DATE OF REPORT: 13 December 2022

DATE OF PLANNING AND ZONING COMMISSION MEETING: 20 December 2022

RE: PZC 2022-04. Amending Title 9 of the Forest Park Zoning Ordinance to add a new Permitted Variation per a text amendment. Upon a recommendation to approve by the PZC, the petitioner has also requested several variations for the above-listed properties.

Petitioner: Jerome Olson

PROJECT OVERVIEW: The petitioner owns two neighboring properties at 118 Rockford Street and 7515-7521 Dixon Street and is requesting approval for 1) a text amendment to allow a new authorized variation: *to reduce the required lot dimensions including minimum lot width or minimum lot area* and 2) variations to alter the required lot dimensions per new variation. The petitioner wishes to re-subdivide the lots to accommodate additional on-site parking spaces for the multi-family building at 118 Rockford Street.

GENERAL PROPERTY INFORMATION



Applicant's Name:
Property Owner's Name:

Jerome Olson
Jerome Olson

Common Property Address: 118 Rockford Avenue and 7515-7521 Dixon Street
Common Location: On the northeast corner of Rockford Avenue and Dixon Street
Neighboring Property Zoning: North- R-2/Medium Density Residential
South- R-2/Medium Density Residential
West- R-2/Medium Density Residential
East- R-2/Medium Density Residential

Comprehensive Plan Designation: Single-family Residential
Existing Use of Property: Multi-family and Single-family Residential
Proposed Use of Property: No change
Existing Property Zoning: R-2/Medium Density Residential

Bulk Area Regulations:

118 Rockford

Regulation	Requirement	Proposed
Front yard setback	20'	existing
Rear yard setback	25'	existing
Side yard setback	6'	6'
Building height	35'	existing
Lot area	6000 sf	6535 sf->5324 sf
Lot width	40'	46.43'->36.04'
Off-street parking	4	

7515-7521 Dixon

Regulation	Requirement	Proposed
Front yard setback	20'	existing
Rear yard setback	25'	28'
Side yard setback	10'/5.6'	6'/27'
Building height	35'	existing
Lot area	6250'	9343 sf
Lot width	40'	56'->66.39'
Off-street parking	24	12

PROJECT DOCUMENTS:

The following documents, submitted by the applicant, are attached to this report as Exhibit 1.

1. Responses to variation standards by the applicant.
2. Completed and signed application forms, including the Petitioner's Affidavit and Owner's Affidavit
3. Plat of survey locating lot line and all existing structures and legal description of subject property
4. Legal description of subject properties
5. Proof of Ownership
6. Existing and Proposed Site Plan, 1 page, dated December 21, 2021
7. Statement of Request for Relief, undated, 2 pages

BACKGROUND/DISCUSSION:

The applicant, Jerome Olson, is requesting a text amendment and several variations to re-subdivide two adjacent properties under common ownership. The re-subdivision would add 10' to 7515-7521 Dixon Street to allow for additional on-site parking for the multi-family building that currently exists. The requested variations are to allow the 118 Rockford property to remain as is (a two-family dwelling) that would no longer meet the required minimum lot area or required minimum lot width.

Many residential properties in Forest Park are nonconforming in terms of use and bulk. A permitted variation addressing lot requirements allows additional flexibility for the Planning and Zoning Commission and Village Council to consider variation requests on a case by case basis for properties that may not conform with requirements in the zoning ordinance.

STAFF REVIEW OF TEXT AMENDMENT:

The proposed re-subdivision aligns with the lot sizes in the area. The residential areas of Forest Park have many nonconforming uses (multi-family in single-family designations) as well as nonconforming lots.

Should the Zoning and Planning Commission wish to recommend approval of the Text Amendment and Variation, a sample motion is provided herein.

Based on the submitted petition and testimony provided, I move that the Planning and Zoning Commission recommend to the Village Council approval of following text amendment:

E. Authorized Variations:

1. Permitted Variations: Subject to the prohibitions set forth in subsection E2 of this section, and subject to the other provisions of this section, the Village Council may vary the provisions of this Code in the following cases and in no others. Nothing in this subsection shall be construed to create any right or entitlement in any applicant to a variation of any kind or magnitude:
 - a. To reduce the dimension of any required yard, setback or building spacing, including, without limitation, the yards required pursuant to this title.
 - b. ~~Reserved. (Ord. O-16-17, 6-12-2017)~~ **To reduce the required lot dimensions including minimum lot width or minimum lot area.**
 - c. To increase by not more than twenty percent (20%) the maximum allowable building coverage or lot coverage.
 - d. To vary the location and size of, and to reduce by not more than twenty five percent (25%) or one space (whichever is greater) the minimum number of, off street parking spaces or loading spaces otherwise required.
 - e. To vary the number of parking or loading spaces required in connection with a change of use or an increase in use intensity.
 - f. To increase the maximum distance that required parking is permitted to be located from the zoning lot of the use for which such parking is provided.
 - g. To reduce by not more than fifty percent (50%) the amount of perimeter landscaped open space otherwise required.
 - h. To increase the maximum allowable height and location of any fence.
 - i. To allow the moving of a nonconforming structure to an extent or in a manner not permitted by chapter 9 of this title.

- j. To allow the otherwise prohibited restoration of a partially damaged or destroyed nonconforming structure, structure devoted to a nonconforming use, sign or fence.
- k. To vary the bulk, yard, and space requirements when a zoning lot, whether vacant or legally used, is reduced in size, by reason of the exercise of the right of eminent domain by an authorized government body or by reason of a conveyance made under the specific threat of an eminent domain proceeding, so that the remainder of said zoning lot, or any structure or use on said zoning lot, does not conform with one or more of such bulk, yard or space requirements of the district in which said zoning lot is located.
- l. To reduce the minimum dwelling unit square footage from eight hundred (800) to not less than six hundred (600) square feet in the downtown business district.
2. Prohibited Variations: Notwithstanding any other provision of this section, no variation shall be granted that is greater than the minimum variation necessary to relieve the particular hardship or practical difficulty demonstrated by the applicant.

STAFF REVIEW OF VARIATIONS:

The applicant is requesting six variations to fully realize the desired subdivision and lot layouts:

1. Reduce the size of the area of the North Lot from 6535 sf to 5324 sf (to increase the area of South Lot from 7881 sf to 9343 sf).
2. A variance for the North Lot to provide for an area of 5324 sf rather than the required area for a two-family dwelling of not less than 6000 sf. (see Code section 9-3B-3(B)(2))
3. A variance for the North Lot to provide for a lot width of 36.04 ft rather than the required lot width of not less than 40 ft (see Code section 9-3B-3(B)(1)).
4. A variance for the South Lot to provide for parking along the north side lot. (see Code section 9-8-1 (B)(1)).
5. A variance for the South Lot to provide for one parking space per dwelling unit rather than two parking spaces per dwelling unit. (see Code section 9-8-20. Note- All twelve units have one bedroom per unit.
6. A variance for the South Lot to provide for parking spaces that shall consist of an area in the form of a rectangle measuring eight feet (8') in width by eighteen feet (18') in depth rather than the required nine feet (9') in width by nineteen feet (19') in depth (see Code section 9-8-1(B)(1)).

If allowed, the variations would not substantially alter the existing character nor depart from the surrounding area.

STANDARDS FOR AUTHORIZED VARIATIONS:

1. **General Standard:** *No variation shall be granted pursuant to this section unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this subsection.*
2. **Unique Physical Condition:** *The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.*

Having both properties under common ownership provides an opportunity to accommodate additional on-site parking on a lot that is currently nonconforming. While the proposed lot

widths do not meet the current code, they would be in line with most of the surrounding neighborhood.

3. **Not Self-Created:** *The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title, for which no compensation was paid.*

Many of the residential areas of Forest Park are nonconforming. The densest residential use allowed are townhomes and two-flats. Denser and larger scale multi-family are not a permitted use under any district.

4. **Denied Substantial Rights:** *The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.*

A strict application of the Village's zoning provisions would prevent the Petitioner from providing adequate and efficient parking on the South Lot because there is currently insufficient area on the South Lot to provide the space required to provide such adequate and efficient parking. The proposed parking would provide 1 parking space per unit. All units are one bedroom.

5. **Special Privilege:** *The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the granting of an authorized variation.*

The petitioner is attempting to address a shortage of on-site parking to come closer to being in compliance given the existing lot sizes and locations of buildings.

6. **Title And Plan Purposes:** *The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.*

The proposed variations would bring the property closer into compliance and would remain compatible with the neighborhood and the purposes of the title.

7. **Essential Character Of Area:** *The variation would not result in a use or development on the subject property that:*
 - a. *Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements permitted in the vicinity; or*
 - b. *Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or*
 - c. *Would substantially increase congestion in the public streets due to traffic or parking; or*
 - d. *Would unduly increase the danger of flood or fire; or*
 - e. *Would unduly tax public utilities and facilities in the area; or*
 - f. *Would endanger the public health or safety.*

The requested variation would not adversely impact the character of the surrounding neighborhood as described above. The buildings are not being moved or expanded. The parking access is remaining the same (and is proposed to be one way). There would not be deleterious impacts to the nearby properties.

8. **No Other Remedy:** *There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

Given the existing buildings and lots, there is no other opportunity to provide additional on-site parking for the multi-family building.

Should the Zoning and Planning Commission wish to recommend approval of the Text Amendment and Variation, a sample motion is provided herein.

Based on the submitted petition and testimony provided, I move that the Zoning and Planning Commission recommend to the Village Council approval of the requested variations, subject to the following conditions:

1. ***A solid fence shall be constructed between the two properties for the length of the properties (vision clearance notwithstanding).***
2. ***The drive for the Dixon property shall be striped or signed to designate the “one way” access.***
3. ***The site shall be constructed in substantial compliance with the “Project Documents” identified in this report and available in the Department of Community Development.***
4. ***The petitioner shall seek a plat of resubdivision per the Zoning Ordinance.***
5. ***No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificate.***
6. ***The variation shall expire one (1) year after its passage and approval unless a permit has been issued and construction has commenced within that time period.***
7. ***Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.***

AMENDED STATEMENT OF REQUEST FOR ZONING RELIEF

Jerome Olson (the "Petitioner") is the long-time owner of two adjacent properties located in the Village of Forest Park (the "Village"), which are commonly known as 118 Rockford Avenue (the "North Lot") and 7515-7521 Dixon Street (the "South Lot") and, hereinafter, collectively referred to as the "Lots". The Lots are in the R-2 Zoning District. The North Lot includes a two-family dwelling; the South Lot includes a twelve-unit dwelling. The Petitioner seeks a re-subdivision of the Lots to increase the South Lot's area by expanding onto a portion of the North Lot so the South Lot can provide its tenants with an expanded area for parking and provide for a more efficient movement of vehicles on the South Lot.¹ The Petitioner seeks to accomplish this proposed expansion by increasing the width of the South Lot from 56 feet to 66.39 feet and thereby reducing the width of the North Lot from 46.43 feet to 36.04 feet.

Petitioner's Request for Zoning Relief:

1. A variance for the North Lot to provide for lot width of 36.04 ft rather than the required lot width of not less than 40 ft (see Code section 9-3B-3(B)(1)). The Petitioner's responses to variation standards are appended hereto as Exhibit 1.
2. A variance for the South Lot to provide for parking spaces that shall consist of an area in the form of a rectangle measuring eight feet (8') in width by eighteen feet (18') in depth rather than the required nine feet (9') in width by nineteen feet (19') in depth (see Code section 9-8-1(B)(1)). The Petitioner's responses to variation standards are appended hereto as Exhibit 2.
3. A variance for the North Lot to provide for a two-family dwelling with a lot area of 5,324 sf rather than the required lot width for a two-family dwelling of not less than 6,000 sf. (see Code section 9-3B-3(B)(2)).² The Petitioner's responses to variation standards are appended hereto as Exhibit 3.

Note: Although the rear yard of the South Lot has a depth of less than 25 ft, it abuts an alley, and as provided in the Code, one-half of the width of the alley, in this case 10 ft., may be considered as a portion of the required rear yard, which would provide the South Lot with a rear yard depth of 28 ft. (See Code section 9-2-4(C)).

Petitioner's Request for Zoning Relief is Compatible with the Village's Comprehensive Plan and in Harmony with Other Properties located in the R-2 Zoning District:

As the Village recognizes in its Comprehensive Plan, many properties located in the Village are non-conforming as properties have lot widths of less than 40 feet; therefore, the Petitioner's request would be compatible with many other properties located in the Village. The corporate authorities

¹ The proposed re-subdivision of the lots contemplates reducing the lot area of the North Lot from 6535 sf to 5324 sf, and increasing the lot area of South Lot from 7881 sf to 9343 sf.

² Code section 9-3B-3(B)(2): A lot on which there shall be erected or established a two-family dwelling shall contain an area of not less than three thousand (3,000) square feet per family and an average width of not less than forty feet (40').

PETITIONER'S RESPONSES TO VARIATION STANDARDS

A variance for the North Lot to provide for lot width of 36.04 ft rather than the required lot width of not less than 40 ft:

1. *General Standard: How will carrying out the strict letter of the provisions of Title 9, Zoning Regulations, of the Village Code create a particular hardship or practical difficulty? Explain why the variation is necessary for residents, the neighborhood, or the community-at-large.*

The corporate authorities may vary the terms of the Zoning Code where there are practical difficulties or a particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land.¹ In this case, the Applicant believes the various relief requested for the adjacent properties commonly known as 118 Rockford Avenue and 7515-7521 Dixon Street (hereinafter, collectively referred to as the "Subject Property"), are necessary to provide for adequate parking for tenants of 7515-7521 Dixon Street (the "South Lot"), and for the efficient movement of vehicles to and from the South Lot. A strict application of the relevant zoning provisions would prevent the Applicant from providing adequate and efficient parking on the South Lot because there is currently insufficient area on the lot to provide the space required to provide such adequate and efficient parking.

2. *Unique Physical Condition: Describe how the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. Physical conditions might include the presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property.)*

The physical condition of the South Lot, rather than personal circumstances of the owner, limits the South Lot from providing adequate parking and prevents the efficient movement of vehicles on the South Lot. If the Applicant's request for relief is denied, he will not have sufficient area on the South Lot to provide the space required to provide adequate and efficient parking.

3. *Not Self-Created: Describe how the aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title, for which no compensation was paid.*

¹ 65 ILCS 5/11-3-5

7. *Essential Character Of Area: Describe how the variation would not result in a use or development on the subject property that: (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements permitted in the vicinity; or (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) Would substantially increase congestion in the public streets due to traffic or parking; or (d) Would unduly increase the danger of flood or fire; or (e) Would unduly tax public utilities and facilities in the area; or (f) Would endanger the public health or safety.*

Granting the Applicant relief will not cause harm to the public welfare in the neighborhood in the which the Subject Property is located, nor would it impair adequate supply of light and air to proximately located properties. The proposed site plan has been developed in a manner to avoid the increased danger and ensure public safety. The proposed site plan will provide adequate parking on the South Lot and prevent any traffic congestion in the public streets.

8. *No Other Remedy: Describe how there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

There is no other remedy available that will provide the South Lot with the additional area required to provide adequate and efficient parking.

PETITIONER'S RESPONSES TO VARIATION STANDARDS

A variance for the South Lot to provide for parking spaces that shall consist of an area in the form of a rectangle measuring eight feet (8') in width by eighteen feet (18') in depth rather than the required nine feet (9') in width by nineteen feet (19') in depth:

1. *General Standard: How will carrying out the strict letter of the provisions of Title 9, Zoning Regulations, of the Village Code create a particular hardship or practical difficulty? Explain why the variation is necessary for residents, the neighborhood, or the community-at-large.*

The corporate authorities may vary the terms of the Zoning Code where there are practical difficulties or a particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land.¹ In this case, the Applicant believes the various relief requested for the adjacent properties commonly known as 118 Rockford Avenue and 7515-7521 Dixon Street (hereinafter, collectively referred to as the "Subject Property"), are necessary to provide for adequate parking for tenants of 7515-7521 Dixon Street (the "South Lot"), and for the efficient movement of vehicles to and from the South Lot. A strict application of the relevant zoning provisions would prevent the Applicant from providing adequate and efficient parking on the South Lot because there is currently insufficient area on the lot to provide the space required to provide such adequate and efficient parking.

2. *Unique Physical Condition: Describe how the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. Physical conditions might include the presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property.)*

The physical condition of the South Lot, rather than personal circumstances of the owner, limits the South Lot from providing adequate parking and prevents the efficient movement of vehicles on the South Lot. If the Applicant's request for relief is denied, he will not have sufficient area on the South Lot to provide the space required to provide adequate and efficient parking.

3. *Not Self-Created: Describe how the aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by*

¹ 65 ILCS 5/11-3-5

and the Village's Comprehensive Plan. The corporate authorities have the power to vary its regulations on a case-by-case basis.

7. *Essential Character Of Area: Describe how the variation would not result in a use or development on the subject property that: (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements permitted in the vicinity; or (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) Would substantially increase congestion in the public streets due to traffic or parking; or (d) Would unduly increase the danger of flood or fire; or (e) Would unduly tax public utilities and facilities in the area; or (f) Would endanger the public health or safety.*

Granting the Applicant relief will not cause harm to the public welfare in the neighborhood in the which the Subject Property is located, nor would it impair adequate supply of light and air to proximately located properties. The proposed site plan has been developed in a manner to avoid the increased danger and ensure public safety. The proposed site plan will provide adequate parking on the South Lot and prevent any traffic congestion in the public streets.

8. *No Other Remedy: Describe how there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

There is no other remedy available that will provide the South Lot with the additional area required to provide adequate and efficient parking.

PETITIONER'S RESPONSES TO VARIATION STANDARDS

A variance for the North Lot to provide for a two-family dwelling with a lot area of 5,324 sf rather than the required lot width for a two-family dwelling of not less than 6,000 sf:

1. *General Standard: How will carrying out the strict letter of the provisions of Title 9, Zoning Regulations, of the Village Code create a particular hardship or practical difficulty? Explain why the variation is necessary for residents, the neighborhood, or the community-at-large.*

The corporate authorities may vary the terms of the Zoning Code where there are practical difficulties or a particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land.¹ In this case, the Applicant believes the various relief requested for the adjacent properties commonly known as 118 Rockford Avenue and 7515-7521 Dixon Street (hereinafter, collectively referred to as the "Subject Property"), are necessary to provide for adequate parking for tenants of 7515-7521 Dixon Street (the "South Lot"), and for the efficient movement of vehicles to and from the South Lot. A strict application of the relevant zoning provisions would prevent the Applicant from providing adequate and efficient parking on the South Lot because there is currently insufficient area on the lot to provide the space required to provide such adequate and efficient parking.

2. *Unique Physical Condition: Describe how the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. Physical conditions might include the presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property.)*

The physical condition of the South Lot, rather than personal circumstances of the owner, limits the South Lot from providing adequate parking and prevents the efficient movement of vehicles on the South Lot. If the Applicant's request for relief is denied, he will not have sufficient area on the South Lot to provide the space required to provide adequate and efficient parking.

3. *Not Self-Created: Describe how the aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title, for which no compensation was paid.*

¹ 65 ILCS 5/11-3-5

7. *Essential Character Of Area: Describe how the variation would not result in a use or development on the subject property that: (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements permitted in the vicinity; or (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) Would substantially increase congestion in the public streets due to traffic or parking; or (d) Would unduly increase the danger of flood or fire; or (e) Would unduly tax public utilities and facilities in the area; or (f) Would endanger the public health or safety.*

Granting the Applicant relief will not cause harm to the public welfare in the neighborhood in the which the Subject Property is located, nor would it impair adequate supply of light and air to proximately located properties. The proposed site plan has been developed in a manner to avoid the increased danger and ensure public safety. The proposed site plan will provide adequate parking on the South Lot and prevent any traffic congestion in the public streets.

8. *No Other Remedy: Describe how there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

There is no other remedy available that will provide the South Lot with the additional area required to provide adequate and efficient parking.

RESPONSES TO VARIATION STANDARDS

The Forest Park Municipal Code requires that the Zoning Board of Appeals take into consideration the eight findings listed below when making its recommendation to the Village Council. Each factor must be addressed for approval of the proposed variation. “Yes” and “No” responses will not suffice. Please be as detailed as possible and explain why the proposed variation should be permitted in a district where it is not otherwise permitted. **If a question is not addressed, the application will be considered incomplete.** If additional space is required, please attach a separate sheet. For questions, please contact the Planning staff.

1. *General Standard: How will carrying out the strict letter of the provisions of Title 9, Zoning Regulations, of the Village Code create a particular hardship or practical difficulty? Explain why the variation is necessary for residents, the neighborhood, or the community-at-large.*

The corporate authorities may vary the terms of the Zoning Code where there are practical difficulties or a particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land.¹ In this case, the Applicant believes the various relief requested for the adjacent properties commonly known as 118 Rockford Avenue and 7515-7521 Dixon Street (hereinafter, collectively referred to as the “Subject Property”), are necessary to provide for adequate parking for tenants of 7515-7521 Dixon Street (the “South Lot”), and for the efficient movement of vehicles to and from the South Lot. A strict application of the relevant zoning provisions would prevent the Applicant from providing adequate and efficient parking on the South Lot because there is currently insufficient area on the lot to provide the space required to provide such adequate and efficient parking.

2. *Unique Physical Condition: Describe how the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot. Physical conditions might include the presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property.)*

The physical condition of the South Lot, rather than personal circumstances of the owner, limits the South Lot from providing adequate parking and prevents the efficient movement of vehicles on the South Lot. If the Applicant’s request for relief is denied, he

¹ 65 ILCS 5/11-3-5

will not have sufficient area on the South Lot to provide the space required to provide such adequate and efficient parking.

3. Not Self-Created: Describe how the aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title, for which no compensation was paid.

The Applicant did not create the hardship; however, the Applicant has made every effort to develop the site plan to conform to the Village's Zoning Ordinance with as few exceptions as reasonably possible. The Applicant is willing to implement any reasonable recommendations that the Village may require to complete the proposed redevelopment of the Subject Property, which would provide, among other things, the South Lot with the area needed to provide adequate and efficient parking.

4. Denied Substantial Rights: Describe how carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Denying the Applicant's request for relief would cause him unnecessary hardship and deny him the reasonable use of the Subject Property. Many of the lots that are proximately located to the Subject Property have lots with widths less than 40 ft, in fact many are less than 36.04 ft, which is width that the Application is requesting. If the Village provides the Applicant with the relief he seeks then there be will be sufficient area on the South Lot to provide adequate and efficient parking.

5. Title and Plan Purposes: Describe how the variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

Reducing the North Lot (118 Rockford Avenue) to 36.04 ft would be consistent with many proximately located properties, and therefore would be in harmony with Village's Code. Nothing proposed by the Applicant would adversely impact other proximately located properties, rather it would provide reasonable relief to the South Lot by providing it with increased area, which will provide the tenants residing on the South Lot with more parking spaces and more efficient movement of vehicles to and from the South Lot.

6. *Title and Plan Purposes: Describe how the variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.*

The relief, if granted, will not alter the essential character of the area, and would be in harmony with the general and specific purposes for which the relevant Code provisions are intended. The proposed variation is consistent with the spirit and intent of the Zoning Code and the Village's Comprehensive Plan. The corporate authorities have the power to vary its regulations on a case-by-case basis.

7. *Essential Character Of Area: Describe how the variation would not result in a use or development on the subject property that: (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements permitted in the vicinity; or (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) Would substantially increase congestion in the public streets due to traffic or parking; or (d) Would unduly increase the danger of flood or fire; or (e) Would unduly tax public utilities and facilities in the area; or (f) Would endanger the public health or safety.*

Granting the Applicant relief will not cause harm to the public welfare in the neighborhood in the which the Subject Property is located, nor would it impair adequate supply of light and air to proximately located properties. The proposed site plan has been developed in a manner to avoid the increased danger and ensure public safety. The proposed site plan will provide adequate parking on the South Lot and prevent any traffic congestion in the public streets.

8. *No Other Remedy: Describe how there is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

There is no other remedy available that will provide the South Lot with the additional area required to provide adequate and efficient parking.

LEGAL DESCRIPTION

LOT 7 (EXCEPT THE NORTH 30 FEET) AND LOT 6 (EXCEPT THE SOUTH 56 FEET) IN BLOCK 7 IN RAILROAD ADDITION TO HARLEM IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 118 ROCKFORD AVENUE, FOREST PARK, IL 60130

PIN'S: 15-12-407-007-0000 AND 15-12-407-0017-0000

LEGAL DESCRIPTION

THE SOUTH 56 FEET OF LOT 6 IN BLOCK 7 IN RAILROAD ADDITION TO HARLEM,
BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP
39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7515-7521 DIXON, FOREST PARK, IL 60130

PIN: 15-12-407-018-0000

Chicago Title Land Trust Company

FOR OFFICE USE ONLY

Account Number _____
Category _____
Document Date _____
Administrator _____

ASSIGNMENT OF THE BENEFICIAL INTEREST

DATE: September 21, 2012

FOR VALUE RECEIVED, the undersigned assignor(s) hereby sell(s), assign(n), transfer(s) and set(s) over unto
Jerome K. Olson

assignee(s), One Hundred percent (100 %) of the assignor's rights, power, privileges and beneficial interest in and to that certain trust agreement dated 5/23/1985 and known as Chicago Title Land Trust Company Trust Number USB 4278 including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of _____
Forest Park in the county(ies) of Cook, Illinois.

The power of direction shall be held by Jerome K. Olson

Signature of Assignor(s)

<u><i>Jay A. Olson</i></u>	<u>Jay A. Olson</u>	<u> </u>
Signature	Printed Name	SSN/EIN
<u><i>Janice L. Tegeler</i></u>	<u>Janice L. Tegeler</u>	<u> </u>
Signature	Printed Name	SSN/EIN

ACCEPTANCE BY ASSIGNEE

The undersigned assignee(s) accept the foregoing assignment subject to all the provisions of said trust agreement.

Signature(s) of Assignee(s)

<u><i>Jerome K. Olson</i></u>	<u>Jerome K. Olson</u>	<u> </u>
Signature	Printed Name	SSN/EIN
<u>125 Rockford Ave Forest Park IL 60130</u>		<u> </u>
Address	City, State, Zip	Phone
		<u>708/415-3780</u>
<u> </u>	<u> </u>	<u> </u>
Signature	Printed Name	SSN/EIN
<u> </u>	<u> </u>	<u> </u>
Address	City, State, Zip	Phone

CONSENT OF COLLATERAL ASSIGNEE (if APPLICABLE)

Name of Lender (please note successor information if applicable) _____

By: _____

Its: _____
Title

RECEIPT BY TRUSTEE

Received and acknowledged the foregoing assignment and acceptance.

Date: 4/23/20

CHICAGO TITLE LAND TRUST COMPANY

By *Margaret O'Donnell*
Assistant Vice President Executed In Counterpart

(Before lodging an executed copy of this assignment with the trustee, compliance should be had with the appropriate transfer tax regulations)

Chicago Title Land Trust Company

FOR OFFICE USE ONLY

Account Number _____
Category _____
Document Date _____
Administrator _____

ASSIGNMENT OF THE BENEFICIAL INTEREST

DATE: September 21, 2012

FOR VALUE RECEIVED, the undersigned assignor(s) hereby sell(s), assign(n), transfer(s) and set(s) over unto
Jerome K. Olson

assignee(s), One Hundred percent (100 %) of the assignor's rights,
power, privileges and beneficial interest in and to that certain trust agreement dated 5/23/1985
and known as Chicago Title Land Trust Company Trust Number USB 4278 including all
interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of _____
Forest Park in the county(ies) of Cook, Illinois.

The power of direction shall be held by Jerome K. Olson

Signature of Assignor(s)

<u><i>Jerome K. Olson</i></u> Signature	<u>Jerome K. Olson</u> Printed Name	<u> </u> SSN/EIN
<u><i>John G. Olson</i></u> Signature	<u>John G. Olson</u> Printed Name	<u> </u> SSN/EIN

ACCEPTANCE BY ASSIGNEE

The undersigned assignee(s) accept the foregoing assignment subject to all the provisions of said trust agreement.

Signature(s) of Assignee(s)

<u><i>Jerome K. Olson</i></u> Signature	<u>Jerome K. Olson</u> Printed Name	<u> </u> SSN/EIN
<u>125 Rockford Ave Forest Pk IL 60130</u> Address	<u> </u> City, State, Zip	<u>708/415-3780</u> Phone

Signature _____	Printed Name _____	SSN/EIN _____
Address _____	City, State, Zip _____	Phone _____

CONSENT OF COLLATERAL ASSIGNEE (if APPLICABLE)

Name of Lender (please note successor information if applicable) _____

By: _____

Its: _____
Title

RECEIPT BY TRUSTEE

Received and acknowledged the foregoing assignment and acceptance.

Date: 4/23/20

CHICAGO TITLE LAND TRUST COMPANY

By: *Margaret O'Donnell*
Assistant Vice President

Executed in Counterpart

(Before lodging an executed copy of this assignment with the trustee, compliance should be had with the appropriate transfer tax regulations)

Chicago Title Land Trust Company

FOR OFFICE USE ONLY

Account Number _____
Category _____
Document Date _____
Administrator _____

ASSIGNMENT OF THE BENEFICIAL INTEREST

DATE: September 21, 2012

FOR VALUE RECEIVED, the undersigned assignor(s) hereby sell(s), assign(n), transfer(s) and set(s) over unto
Jerome K. Olson

assignee(s), One Hundred percent (100 %) of the assignor's rights,
power, privileges and beneficial interest in and to that certain trust agreement dated 5/23/1985
and known as Chicago Title Land Trust Company Trust Number USB 4278 including all
interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of _____
Forest Park in the county(ies) of Cook, Illinois.

The power of direction shall be held by Jerome K. Olson

Signature of Assignor(s)

<u>Jeffrey A. Olson</u> Signature	<u>Jeffrey A. Olson</u> Printed Name	<u> </u> SSN/EIN
<u>Jerrold B. Olson</u> Signature	<u>Jerrold B. Olson</u> Printed Name	<u> </u> SSN/EIN

ACCEPTANCE BY ASSIGNEE

The undersigned assignee(s) accept the foregoing assignment subject to all the provisions of said trust agreement.

Signature(s) of Assignee(s)

<u>Jerome K. Olson</u> Signature	<u>Jerome K. Olson</u> Printed Name	<u> </u> SSN/EIN
<u>925 Rockford Ave</u> Address	<u>Forest Park IL 60130</u> City, State, Zip	<u>708/415-3780</u> Phone

_____ Signature	_____ Printed Name	_____ SSN/EIN
_____ Address	_____ City, State, Zip	_____ Phone

CONSENT OF COLLATERAL ASSIGNEE (IF APPLICABLE)

Name of Lender (please note successor information if applicable) _____

By: _____

Its: _____
Title

RECEIPT BY TRUSTEE

Received and acknowledged the foregoing assignment and acceptance.

Date: 4/23/20

CHICAGO TITLE LAND TRUST COMPANY

By: Margaret O'Donnell
Assistant Vice President

Executed In Counterpart

(Before lodging an executed copy of this assignment with the trustee, compliance should be had with the appropriate transfer tax regulations)

85 036 480

8 5 0 3 6 4 8 0

This Indenture Witnesseth, That the Grantor s DAVID T. WOLFE andJOANNE WOLFE, his wife, and WILLIAM P. TOBIN and KATHLEEN TOBIN, his wifeof the County of Cook and the State of Illinois for and in consideration of Ten and no/100 Dollars,and other good and valuable consideration in hand paid, Convey and Warrant unto

AVENUE BANK & TRUST COMPANY OF OAK PARK, a state banking corporation of 104 North Oak Park Avenue, Oak

Park, Illinois, its successor or successors, as Trustee under the provisions of a trust agreement dated the 23rdday of May 1985 known as Trust Number 4278, the following describedreal estate in the County of Cook and State of Illinois, to-wit:

Lot 7 (except the North 30 feet) and Lot 6 (except the South 56 feet) in Block 7 in Railroad Addition to Harlem in the South East $\frac{1}{4}$ of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

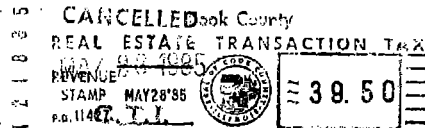
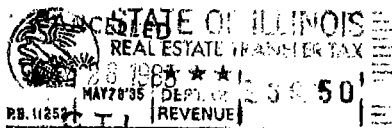
* Commonly known as: 118 Rockford, Forest Park, Illinois

* Permanent Tax Nos. 15-12-407-007 and 15-12-407-017

This Instrument was Prepared by:
Joseph C. Platt, Attorney at Law
7515 W. Madison Street
Forest Park, Illinois 60130



COCK
CO NO. 016
2 5 1 0 7



20-65
85 036 480

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

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 praesenti or in futuro, 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 or 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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 MAY 28 AM 10:47

05036480

And the said grantor B 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 B aforesaid ha ve hereunto set their hand B and seal B this 24th day of May 19 85.

(SEAL) David T. Wolfe
David T. Wolfe

Joanne Wolfe (SEAL)
Joanne Wolfe

(SEAL) William P. Tobin
William P. Tobin

Kathleen Tobin (SEAL)
Kathleen Tobin

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Joseph C. Platt

a Notary Public in and for said County, in the State aforesaid, do hereby certify

that David T. Wolfe and Joanne Wolfe, his wife, and

William P. Tobin and Kathleen Tobin, his wife

personally known to me to be the same person B whose name B 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 voluntary act, for the uses and purposes therein set forth,

including the release and waiver of the right of homestead.

GIVEN under my hand Notarially seal this

24th day of May A.D. 19 85

Joseph C. Platt

Notary Public.

85 036 480

BOX NO. _____

Beed in Trust

ADDRESS OF PROPERTY

118 Rockford

Forest Park, Illinois

MAIL TO:

AVENUE BANK & TRUST COMPANY

OF OAK PARK

104 N. Oak Park Avenue

Oak Park, Illinois 60301

USB 4278



DEED IN TRUST - WARRANTY

THIS INDENTURE, WITNESSETH, THAT
THE GRANTOR, Jerome K. Olson

of the County of Cook and
State of Illinois for and
in consideration of the sum of Ten Dollars
(\$ 10.00) in hand paid, and of other good
and valuable considerations, receipt of which
is hereby duly acknowledged, convey and
WARRANT unto 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 May 23, 1985 and known as Trust Number 4278, the following
described real estate situated in Cook County, Illinois to wit:

Doc# 2015400003 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/02/2020 08:52 AM PG: 1 OF 4

(Reserved for Recorders Use Only)

SEE ATTACHED LEGAL DESCRIPTION

LAND TRUST DEPARTMENT LT

Commonly Known As 7515-7521 Dixon, Forest Park, IL 60130

Property Index Numbers 15-12-407-018-0000

together with the tenements and appurtenances thereunto belonging.

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 CONDITIONS APPEARING ON PAGE 2 OF THIS INSTRUMENT ARE MADE A PART
HEREOF.**

And the said grantor hereby expressly waives and releases 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 aforesaid has hereunto set hand and seal this 29th day of

April 2020

Jerome K. Olson
Signature

Signature

Signature

Signature

STATE OF IL
COUNTY OF Cook

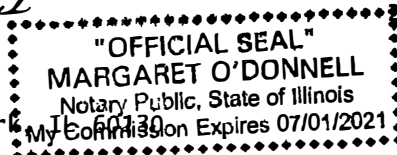
) I, _____, the undersigned, a Notary Public in and for
) said County, in the State aforesaid, do hereby certify Jerome K. Olson

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument
as a 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 seal this 29th day of April 2020

Margaret O'Donnell
NOTARY PUBLIC

Prepared By: Jerome K. Olson, 125 Rockford, Forest Park, IL 60130



MAIL TO: CHICAGO TITLE LAND TRUST COMPANY
10 S. LASALLE STREET, SUITE 2750
CHICAGO, IL 60603

SEND TAX BILLS TO: Jerome K. Olson
P O Box 72
Forest Park, IL 60130

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

The South 56 feet of Lot 6 in Block 7 in Railroad Addition to Harlem, being a subdivision in the South East quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

7515-7521 Dixon, Forest Park, IL 60130

Perm. Index No. 15-12-407-018-0000

Exempt under Real Estate Transfer Tax Act Sec.
4 Par. E & Cook County Ord. 95104 Par. E.

4/29/20
Date

Jerome K. Olson
Representative

EXEMPT
VILLAGE OF
FOREST PARK
PROPERTY COMPLIANCE
No. **8147**
4-30-2020 *W*
Approved/Date
EXEMPT

REAL ESTATE TRANSFER TAX

11-May-2020



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

15-12-407-018-0000

| 20200401670481

| 1-187-253-472

PLAT OF SURVEY

OF

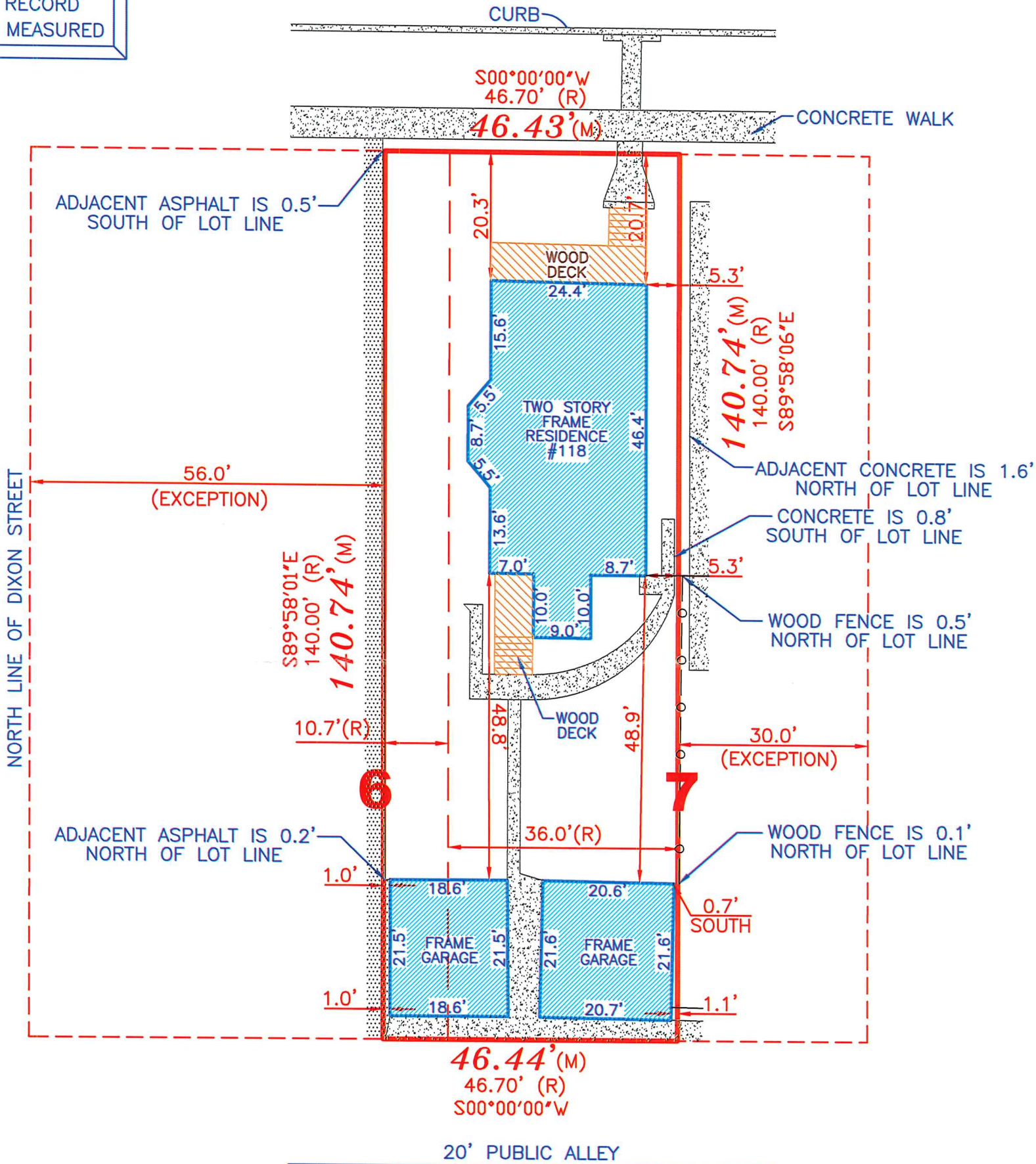
LOT 7 (EXCEPT THE NORTH 30 FEET THEREOF) AND LOT 6 (EXCEPT THE SOUTH 56 FEET THEREOF) IN BLOCK 7 IN RAILROAD ADDITION TO HARLEM, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 118 ROCKFORD AVENUE

ROCKFORD AVENUE R.O.W. 66.00'

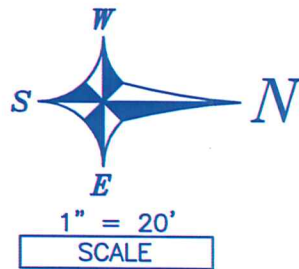
NOTE:

- (D)= DEED
- (R)= RECORD
- (M)= MEASURED



CLIENT: ROBERT J. LOVERO

AREA OF SURVEY = 6535 SQ.FT.
BASIS OF BEARINGS: ASSUMED



15935 S. BELL ROAD (708) 645-1136
HOMER GLEN, IL. 60491 FAX (708) 645-1138
WWW.JNTLANDSURVEY.COM

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO. 184.004450
EXPIRES 4/30/21

STATE OF ILLINOIS } S. S.
COUNTY OF WILL }

FIELD WORK COMPLETED ON 12TH DAY OF MARCH, 2021.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 16TH Day of MARCH, 2021.

IPLS No. 3354

OF

COMMON ADDRESS: 7515-7521 DIXON STREET

NOTE:

(D)= DEED
(R)= RECORD
(M)= MEASURED

ROCKFORD AVENUE

R.O.W.
66.00'



AREA OF SURVEY = 7,881 SQ.FT.
BASIS OF BEARINGS: ASSUMED


$$\frac{1'' = 20'}{\text{SCALE}}$$

STATE OF ILLINOIS }
COUNTY OF WILL } S. S.

FIELD WORK COMPLETED ON 12th DAY OF MARCH, 2021.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY
CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND
ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT
IS A CORRECT REPRESENTATION THEREOF.

Dated this 16TH Day of MARCH, 2021.

IPLS No. 3354

15935 S. BELL ROAD (708) 645-1136
HOMER GLEN, IL. 60491 FAX (708) 645-1138
WWW.JNTLANDSURVEY.COM

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE.
FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR
TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION.
FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR
DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING
ORDINANCE.

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO.
184.004450
EXPIRES 4/30/21

THIS PROFESSIONAL SERVICE
CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS
FOR A BOUNDARY SURVEY.
LICENSE EXPIRES 11/30/22



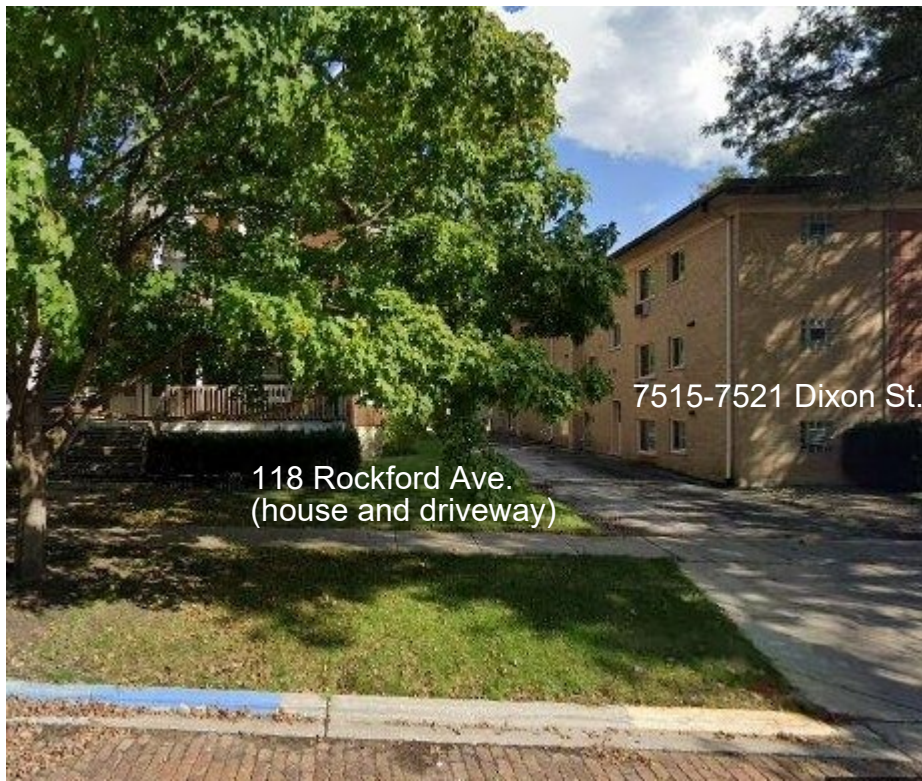
SIDWELLMAPS.com
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Cook, Illinois (2021)

Page: 1512G

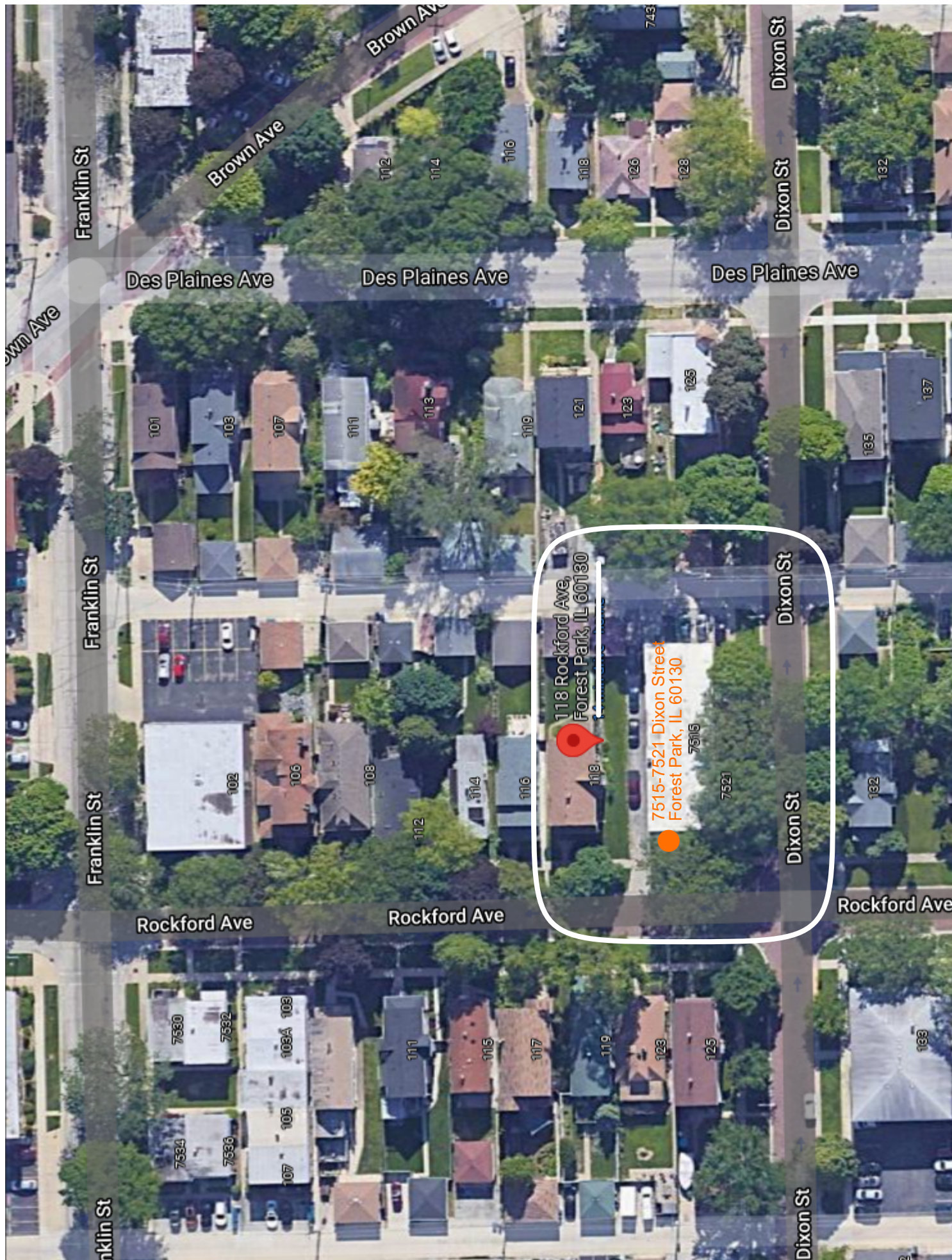
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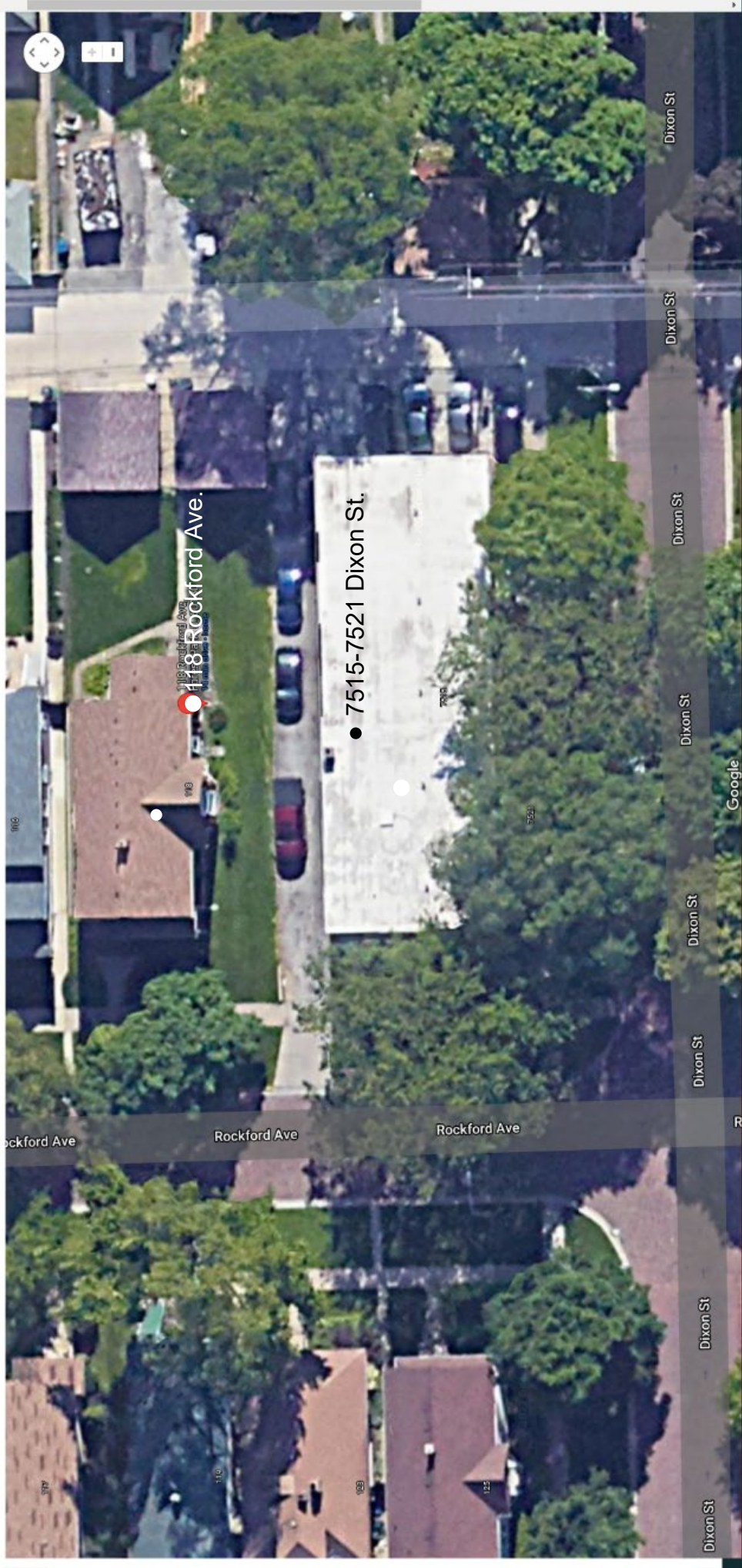






7515-7521 Dixon Street, Forest Park, IL 60130





**Village of Forest Park
Application for Text Amendment**

CONTACT INFORMATION

Petitioner Information:

Name: Jerome Olson
Company: _____
Address: 125 Rockford Ave.
City, State, Zip Code: Forest Park, IL 60130
Phone: (708) 415-3780 Fax: _____
Email Address: jeromeolson423@gmail.com
Applicant Relationship to Property (*i.e., Owner, Surveyor, Architect, Attorney*): Owner

Petitioner Representative:

Attorney Name: Philip M. Fornaro, Timothy Foley, and Katrina Webb
Company: Fornaro Law
Address: 1022 S. La Grange Rd.
City, State, Zip Code: La Grange, IL 60525
Phone: (708) 639-4320 Fax: _____
Email Address: philip@fornarolaw.com, tim@fornarolaw.com, katrina@fornarolaw.com

Builder Name: N/A
Company: _____
Address: _____
City, State, Zip Code: _____
Phone: _____ Fax: _____
Email Address: _____

CONTACT INFORMATION continued

Developer Name: _____
Company: _____
Address: _____
City, State, Zip Code: _____
Phone: _____ Fax: _____
Email Address: _____

**Village of Forest Park
Application for Text Amendment**

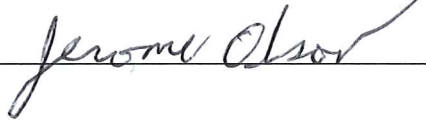
PETITIONER'S AFFIDAVIT

Petitioner acknowledges understanding of application requirements and certifies that application has been completed correctly.

I, Jerome Olson, hereby certify that on the 3rd Day of August, 2022, I have completely read and understand the submittal requirements for an appearance before the Village of Forest Zoning Board of Appeals, Plan Commission (if applicable), and Village Council, and that all the above statements and statements on any documents or drawings submitted herewith are true to the best of my (our) knowledge and belief.

Petitioner's Address: 125 Rockford Avenue, Forest Park, Illinois 60130

Petitioner' Name: Jerome Olson

Signature: 

**Village of Forest Park
Application for Text Amendment**

OWNER'S AFFIDAVIT

I certify that he is the owner or legal representative of the subject property and that Jerome Olson (Name of petitioner – not the property owner) has been authorized to submit an application for the following action: Text Amendment.

Jerome Olson

Name of Petitioner

Jerome Olson
Signature of Petitioner and Date

Chicago Title Land Trust Company, Trust No. USB 4278, Jerome K. Olson, Beneficiary

Name of Property Owner/Legal Representative

Jerome Olson
Signature of Property Owner/Legal Representative and Date

NOTARY
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Jerome Olson
(NAME OF PETITIONER)

is/are personally known to me, that said person(s) appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the forgoing owners authorization above as his/her/their free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notary Seal, this 3rd day of August, 2022

Linda T Deitelhoff
Signature of Notary Public

Notary
Stamp
Here



Village of Forest Park Memorandum

TO: Planning and Zoning Commission

FROM: Steve Glinke, Director of Building, Planning and Zoning

SUBJECT: Text Amendment to the I-2 District

DATE OF REPORT: 13 December 2022

DATE OF PLANNING AND ZONING COMMISSION MEETING: 20 December 2022

RE: PZC 2022-06. Amending Title 9 Section 9-5B-3 "Prohibited Uses" to remove certain uses

Petitioner: Village of Forest Park

BACKGROUND/DISCUSSION

The evaluation of permitted, conditional, and prohibited uses in the Zoning Ordinance from time to time is conducted to provide for the inclusion of contemporary uses, support economic development, and provide new uses to vacant properties. In keeping with that philosophy, staff is proposing an amendment to the prohibited uses in the I-2 district to align the code with modern industrial uses.

SUMMARY/RECOMMENDATION

The I-2 District is the district that allows the greatest variety of industrial uses. Industrial uses have changed over time as technology, automation, market conditions, and consumer preferences have changed. Reducing the number of prohibited uses in the I-2 allows for greater flexibility in attracting and retaining small businesses that provide an array of goods and contribute to the Village's tax base. Amending the prohibited uses will not cause any deleterious impacts due to other regulations and restrictions that will remain in the Zoning Ordinance. This text amendment is proactive, Village-initiated, and supportive of economic development efforts.

Should the Zoning Board of Appeals wish to recommend approval of these text amendments, a sample motion is provided herein:

Based on the information included in the staff memo and testimony provided, I move that the Zoning Board of Appeals recommend to the Village Council approval of the following text amendments:

9-5B-3: PROHIBITED USES:

~~The prohibited uses specified in the I-1 district shall apply to the I-2 district as if the same were set forth in this article. (April 1969; amd. Ord. O-22-14, 9-8-2014)~~

No building or area shall be used for any of the following uses:

Extraction, preparation and processing of dust producing mineral products including, but not limited to, abrasives, cement, lime, fertilizer, plaster, crushed stone, stonecutting products, mining of sand, gravel, topsoil.

Manufacture and storage of explosive products, including, but not limited to, dynamite and commercial explosives, TNT and military explosives, fireworks.

Production of corrosive and noxious chemicals including, but not limited to, acids, acetylene gas, ammonia, chlorine, bleaching compounds.

Production, processing and storage of coal, coal tar, petroleum and asphalt products including, but not limited to, coke manufacture, illuminating gas production, petroleum refining, bulk gasoline and petroleum products storage, asphalt products, linoleum manufacture, oilcloth manufacture, roofing material manufacture.

Smelting and reduction of metallic ores including, but not limited to, blast furnace, open hearth, and electric furnace, Bessemer converter, nonferrous metal smelter.

Storage of materials customarily stored in the open, such as junk, paper and scrap material.

Use of hammer mills, ball mills, rolling mills or drop forges in any industrial process. (April 1969; amd. Ord. O-22-14, 9-8-2014)