Planning & Zoning Commission
70 East Main Street

Wednesday, October 16, 2024, 7:00 p.m.

AGENDA

1. CALL TO ORDER AND ROLL CALL: Chairperson Orlando Stratman, Vice-Chair Antonio Castillo, Joe Giannini, Sean Glowacz, Vladimir Kovacevic, Scott Morrison, Mike Muir and Ildiko Schultz.

2. CONSIDERATION OF MINUTES AND FINDINGS OF THE COMMISSION

   A. Minutes of the Planning and Zoning Commission Meeting, on August 21, 2024.
   Motion to approve the minutes.

3. PUBLIC MEETING
   (This agenda item includes items that do not require public testimony)

   No items received for consideration.

4. PUBLIC HEARING
   (This agenda item includes proposals presented to the Planning & Zoning Commission requiring public testimony, discussion and recommendation to the Village Board for final action.)

   A. Meadow Wood East Subdivision – Planned Unit Development (PUD) Amendment (2024-14)
   Application for an amendment to the Planned Unit Development (PUD) to re-zone the property within the R-5 single-family residential district and re-subdivide the property from nine (9) to fifteen (15) single-family lots.
   Applicant and Owner: Mike Naumowicz

5. OTHER BUSINESS

6. STAFF REPORTS
   This is an opportunity for staff of the Community Development Department to report on matters of interest to the Planning & Zoning Commission

7. PUBLIC COMMENT
   This is an opportunity for residents to comment briefly on matters included on the agenda and otherwise of interest to the Commission. Public Comment is limited to 30 minutes total and up to 5 minutes per speaker.

8. ADJOURNMENT

The Village of Lake Zurich is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA coordinator at (847) 438-5141 (TDB #438-2349) promptly to allow the Village to make reasonable accommodation.

VILLAGE OF LAKE ZURICH
Planning & Zoning Commission
70 East Main Street

Wednesday, August 21, 2024, 7:00 p.m.

1. **CALL TO ORDER** at 7.00pm by Chairperson Orlando Stratman

   ROLL CALL: Chairperson Orlando Stratman, Commissioners Antonio Castillo, Joe Giannini, Sean Glowacz, Scott Morrison and Ildiko Schultz.

   Absent and excused: Commissioner Mike Muir.

   Also present: Community Development Director Sarosh Saher, Village Planner Colleen McCauley.

2. **CONSIDERATION OF MINUTES AND FINDINGS OF THE COMMISSION**

   A. Minutes of the Planning and Zoning Commission Meetings, on July 17 and July 18, 2024. Motion to approve the minutes was made by Commissioner Schultz, seconded by Commissioner Morrison.
   AYES: 5 Commissioners Castillo, Glowacz, Morrison, Schultz, Chairperson Stratman.
   NAYS: 0
   ABSTAIN: 1 Commissioner Giannini.
   ABSENT: 1 Commissioner Muir.
   MOTION CARRIED.

3. **PUBLIC MEETING**
   No items received for consideration.

4. **PUBLIC HEARING**

   Motion was made by Commissioner Glowacz, seconded by Commissioner Schultz to open the public hearing for the following applications:
   Application PZC 2024-11 for a Special Use Permit at 189 South Rand Road
   Application PZC 2024-12 for a Variation at 474 Rush Court
   Application PZC 2024-13 for Miscellaneous Text Amendments to the Zoning Code
   AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
   NAYS: 0
   ABSENT: 1 Commissioner Muir.
   MOTION CARRIED.

   Public Hearing started at 7.05pm

   Chairperson Stratman gave the Oath to those who were giving testimony.

A. <u>189 South Rand Road – Special Use Permit (2024-11):</u>

Application for a Special Use Permit for an establishment offering amusement devices (including, but not limited to, racecar, golf, and flight simulators) within a commercial tenant space in Lakeview Plaza located in the B-3 Regional Shopping District.
Applicant: Mr. Viktor Magula & Mr. Taras Bezruchko, The Simulation Zone
Owner: Knapp Investments, LLC

Dir. Saher confirmed that proper notice was provided of this item and then he introduced Mr.Viktor Magula & Mr. Taras Bezruchko. Mr. Taras Bezruchko gave a PowerPoint presentation of the proposal and described the business plan for The Simulation Zone.

PUBLIC TESTIMONY.

There was none.

Motion to close the public hearing on Application PZC 2024-11 and move to deliberation was made by Commissioner Schultz, seconded by Commissioner Giannini.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

On Application PZC 2024-11: A Motion was made by Commissioner Schultz, seconded by Commissioner Glowacz, to receive into the public record the staff review of compliance of this Application with the zoning standards as presented by staff; and to receive the testimony presented by the Applicant, by the PZC Members, and by Village Staff at tonight's Public Hearing; and make these standards and testimony a part of the official record for the Application and Findings of the PZC; and to recommend that the Village Board approve the application for a Special Use Permit to allow for the establishment offering amusement devices as proposed at the property located at 189 South Rand Road.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

B. <u>474 Rush Court – Variation (2024-12):</u>

Application for a Variation to allow for the construction of a terrace (paver patio) within the rear yard setback at the property located within the R-5 Single Family Zoning District.
Applicants and Owners: Mr. Chad and Ms. Michelle Pratt
Dir. Saher confirmed that proper notice was provided of this item and then he introduced Mr. Chad Pratt. Mr. Chad Pratt gave a presentation of his request.

PUBLIC TESTIMONY.

There was none.

Motion to close the public hearing on Application PZC 2024-12 and move to deliberation was made by Commissioner Schultz, seconded by Commissioner Giannini.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0

ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

On Application PZC 2024-12: A Motion was made by Commissioner Castillo, seconded by Commissioner Morrison, to receive into the public record the staff review of compliance of this Application with the zoning standards as presented by staff; and to receive the testimony presented by the Applicant, by the PZC Members, and by Village Staff at tonight's Public Hearing; and make these standards and testimony a part of the official record for the Application and Findings of the PZC; and to recommend that the Village Board approve the application for a Variation to allow for the paver patio as proposed at the property located at 474 Rush Court.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

C. Miscellaneous Amendments to the Lake Zurich Building and Zoning Codes (2024-13):
Staff of the Community Development Department propose various miscellaneous housekeeping amendments to the Lake Zurich Building and Zoning Codes to enhance the effectiveness of the codes.

PUBLIC TESTIMONY.
There was none.
Motion to close the public hearing on Application PZC 2024-13 and move to deliberation was made by Commissioner Glowacz, seconded by Commissioner Morrison.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

On Application PZC 2024-13: A Motion was made by Commissioner Castillo, seconded by Commissioner Schultz, to receive into the public record the staff review of compliance of this Application with the zoning standards as presented by staff; and to receive the testimony presented by the Applicant, by the PZC Members, and by Village Staff at tonight's Public Hearing; and make these standards and testimony a part of the official record for the Application and Findings of the PZC; and to recommend that the Village Board approve the application for miscellaneous text amendments to the Village Zoning Code to enhance its effectiveness.
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

5. OTHER BUSINESS

There was none.

6. STAFF REPORTS

Dir. Saher reported that there may be one application for the September meeting.

7. PUBLIC COMMENT

There were none.

8. ADJOURNMENT

Motion to adjourn the meeting made by Commissioner Schultz, seconded by Commissioner Morrison
AYES: 6 Commissioners Castillo, Giannini, Glowacz, Morrison, Schultz, Chairperson Stratman.
NAYS: 0
ABSENT: 1 Commissioner Muir.
MOTION CARRIED.

Meeting adjourned at 8.04pm

Respectfully submitted:

Colleen McCauley, Village Planner

Approved by:

_____ _____

Chairperson Orlando Stratman. Date

COMMUNITY DEVELOPMENT DEPARTMENT

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APPLICATION PZC 2024-14 **AGENDA ITEM 4.A**
PZC Hearing Date: October 16, 2024

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor
Colleen McCauley, Village Planner

Date: October 16, 2024

Re: PZC 2024-14: Meadow Wood East
Single – Family Residential Subdivision

SUBJECT

Mr. Mike Naumowicz, (the "Applicant"), is partnering with a developer, Mr. Kirk Rustman, to propose the development of the property commonly referred to as Meadow Wood East ("Subject Property"). The Applicant is seeking approval to amend the Planned Unit Development (PUD) associated with the subdivision, to rezone the Subject Property within the R-5 single-family residential district, and to resubdivide the number of lots to accommodate 15 single-family homes. The Subject Property is approximately 8-acres, located north of Manchester Road, and legally described in Exhibit A attached hereto.

Mr. Mike Naumowicz is the contract purchaser of the Subject Property. The owner of the Subject Property is Ms. Mary Christine Misik.

GENERAL INFORMATION

Requested Action: Amendment to the Planned Unit Development (PUD)
Zoning Map Amendment and
Amendment to Plat of Subdivision

Current Zoning: R-4 Single Family Residential District

Proposed Zoning: R-5 Single Family Residential District

Current Use: Unimproved Land

Proposed Use: Single-Family Homes

Property Location: 0 Manchester Road

Applicant: Mike Naumowicz

Owner: Mary Christine Misik

Staff Coordinator: Colleen McCauley, Village Planner

LIST OF EXHIBITS

A. Legal Description
B. Public Hearing Sign
C. Site Photos
D. Aerial Map
E. Zoning Map
F. Parcel Map
G. Development Application and Attachments
H. Development Review Comments

BACKGROUND

The Subject Property was originally annexed into the Village in September of 2004. That ordinance provided for an Annexation and Development agreement ("Development Agreement") that approved the annexation of the property and provided for the terms and conditions of the development of the townhouse component of the property and set aside the Subject Property for the future development of single-family homes on 9 lots. the Development Agreement is active through August of 2025.

Following this, the Meadow Wood Subdivision obtained final PUD and Plat approval. The PUD provided for the development of 76 townhouses on the far west side of the Subject Property along Rand Road, which was completed by Pulte Homes between 2004 and 2006. As part of the Declaration of Covenants, Restrictions, and Easements, the Home Owners Association of the townhouse component is responsible for the protection and maintenance of the wetland areas and stormwater management facilities within the Open Space on the larger property.

The remaining 8-acre portion to the east was platted for 9 single-family homes on approximately 15,000 square-foot lots, zoned within the R-4 single-family residential district. In addition to the 9 single-family lots, there are two additional outlots – one set up as a buffer between the Subject Property and the residential properties to the east that lie within the Village of Hawthorn Woods, and a second outlot that serves as a buffer and detention basin area between the residential lots and

the open space located to the west that contains the wetland area. This portion of the subdivision, commonly referred to as Meadow Wood East, has remained undeveloped.

The Meadow Wood Subdivision is subject to the following approved ordinances:

- Ordinance No. 2004-09-307 entitled "An Ordinance Approving an Annexation and Development Agreement and Annexing Certain Property to the Village of Lake Zurich (Meadow Wood Subdivision)"
- Ordinance No. 2004-09-307A entitled "An Ordinance Amending the Lake Zurich Zoning Map, and Approving a Planned Unit Development Concept Plan, a Preliminary Plan of Subdivision, Site Plans, and Exterior Appearance Plans for the Meadow Wood Subdivision"
- Ordinance No. 2005-09-376 entitled "An Ordinance Approving a Final Plan for a Planned Unit Development and a Final Plat of Subdivision for the Meadow Wood Subdivision"

The Applicant has filed an application with the Village of Lake Zurich dated July 22, 2024 (the "Application") seeking:

- Amendment to the Planned Unit Development (PUD)
- Rezoning the Subject Property within the R-5 Single-family Residential District
- The grant of modifications to the Zoning Code under the PUD:
    - Bulk requirements for single-family residential development.

Existing Conditions

The Subject Property is approximately 8-acres, comprised of 11 lots. 9 of those are platted for single-family homes, while the other 2 serve as outlots. The Subject Property is vacant land with no existing improvements. The only available access to the proposed development will be from Manchester Road to the south.

An approximately 8-acre wetland is located to the west of the project area. This wetland is preserved within a conservation easement and is owned and maintained by the Meadow Wood Homeowners' Association that oversees the maintenance of the completed townhouse portion of the development.

The properties to the south are developed with single-family homes, constructed between the late 1980s and early 1990s, located within David M. Schorvitz's Subdivision and are zoned within the R-5 single-family residential district. This subdivision contains the roadway, Manchester Road, that provides access to the Subject Property from the south.

The properties to the east are developed with single-family homes within the Village of Hawthorn Woods. The street that serves that subdivision, Tanglewood Lane, was not intended to connect to this subdivision. Rather, the Subject Property was designed with a buffer lot to prevent connection to the roadways within the Subject Property. The development proposes to maintain this lot as originally platted.

The property to the north, which is approximately 27 acres, is located within unincorporated Lake County, but are within Lake Zurich's planning area boundary. The land is currently vacant.

Proposal

The submitted plans include a proposal to resubdivide the Subject Property to increase the number of lots from 9 to 15, and to rezone the Subject Property within the R-5 single-family residential district. Also included in the proposed plans is to subsequently complete the necessary site improvements such as construction of the roadway and utility infrastructure and offer the available lots to custom home builders.

Pursuant to public notice published on September 28, 2024, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for October 16, 2024, to consider the Application. On September 24, 2024, the Village posted a public hearing sign on the Subject Property (Exhibit B)

Staff offers the following additional information:

A. **Courtesy Review.** The Applicant brought the proposal to the Village Board for a Courtesy Review on September 16, 2024. The feedback was generally positive and the Village Board recommended that the Applicant proceed with a formal application to the PZC for consideration at a public hearing. Information on the Courtesy Review and the video stream of the meeting can be viewed at the following link: https://play.champds.com/lakezurichil/event/135/s/1648

B. **Zoning History.** The Subject Property was annexed to the Village, platted and zoned within the R-4 single-family residential district in 2004 when the Planned Unit Development for the Meadow Wood Subdivision was approved.

C. **Surrounding Land Use and Zoning.** The Subject Property is located on the eastern side of the Meadow Wood Subdivision. The property immediately west is zoned within the Chairman Stratman Open Space district and contains a wetland, while the originally planned 76 townhouses lying further west along North Rand Road are zoned within the R-6 multiple-family residential district. To the east, are single -family homes located within the Village of Hawthorn Woods. The road that serves these homes, Tanglewood Lane, will not have access to the Subject Property. The properties to the north are located within unincorporated Lake County and are approximately 27 acres and improved with manufacturing and service uses.

Similar to what the Subject Property's proposed zoning will be, the homes located south are zoned within the R-5 single-family residential district. These homes were developed within the David M Schorvitz's Subdivision in the late 1980s and the early 1990s.

D. **Trend of Development.** The Subject Property is located in the vicinity of well-established and mature residential neighborhoods in close proximity to the Rand Road regional arterial road which runs along the west side of the subdivision.

E. **Zoning Districts**. The zoning code provides for five (5) zoning districts providing for all types of residential development. Taken as a whole, the residential district regulations are intended to preserve established neighborhoods and encourage new residential development, but only in a manner consistent with the overall character of the village.

Four (4) zoning districts are provided for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-1/2 and R-3 districts allow for lower density residential use and larger lot sizes. The R-4 and R-5 districts allow for somewhat higher density residential use and smaller lot sizes.

The R-6 district is intended to function principally as a transition between single-family detached houses and other zoning districts and to provide for lower density townhouse and two-family building types, which may result in higher densities than in single-family developments.

F. **Density Discussion.** The proposed development area is approximately 8 acres. With a total of 15 single-family homes, the density of the proposed development is 1.87 units per acre. This density is in-line with other single-family developments in the Village.

GENERAL FINDINGS

The Application requires approval through a Planned Unit Development (PUD), which is classified as a Special Use Permit. As such the Application is reviewed against the standards for Special Use Permits and PUDs.

Staff of the Community Development Department's development review team has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on specific sections of the Code.

9-22-5: STANDARDS FOR PLANNED UNIT DEVELOPMENTS (PUDs).

Planned unit developments are included in the zoning code as a distinct category of special use. As such, they are authorized for the same general purposes as all other special uses and in recognition of the fact that traditional bulk, space, and yard regulations that may be useful in protecting the character of substantially developed and stable areas may impose rigidities on the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach.

A. Special Use Permit Standards: No special use permit for a planned unit development shall be recommended or granted pursuant to this chapter unless the applicant shall establish that

the proposed development will meet each of the standards made applicable to special use permits pursuant to chapter 19 of this title.

Staff Response: Standard met. The amended Planned Unit Development is being requested as a Special Use Permit. Please refer to the "Standards for Special Use Permits" contained within this report.

B. Additional Standards for All Planned Unit Developments: No special use permit for a planned unit development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

1. Unified Ownership Required: The entire property proposed for planned unit development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners and all tracts.

   Staff Response: Standard met. The entire property that is subject to the PUD and is under contract to be purchased by the Applicant, Mr. Mike Naumowicz, from the owner, Ms. Mary Christine Misik.

2. Minimum Area: The applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned unit developments may be established pursuant to this section.

   Staff Response: Standard met. The total buildable area is 178,155 sq. ft. (4.1 acres). The buildable area is comprised of 15 lots, with each being at least 10,000 sq. ft. 2 parcels will be dedicated as buffers; one will separate the development from the wetland area and serve as the detention basin area, and the other will be situated between the Hawthorn Woods subdivision and the proposed extension of Manchester Road. The Subject Property possesses sufficient size and shape to be developed with 15 single-family lots as proposed.

3. Covenants and Restrictions to Be Enforceable by Village: All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned unit development shall provide that they may not be modified, removed, or released without the express consent of the board of trustees and that they may be enforced by the village as well as by future landowners within the proposed development.

   Staff Response: Standard met. The Village will ensure that all covenants, deed restrictions and easements are properly prepared, reviewed, recorded and will

be enforced by the Village. Such covenants and restrictions will need to be established prior to approval of the Final Plan.

4. Public Open Space and Contributions: Whenever the official comprehensive plan, zoning map, or official map indicates that development of a planned unit development will create a need for land for public purposes of the village within the proposed planned unit development, the board of trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the village for such use. In addition, the board of trustees may require evidence that all requirements of village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned unit development.

Staff Response: Not Applicable. The Comprehensive Plan does not call for the dedication of any land within the proposed subdivision for public purposes (public active or passive recreational space, or public facilities).

5. Common Open Space:

   a. Amount, Location, And Use: The failure of a planned unit development to provide common open space shall be considered to be an indication that it has not satisfied the objectives for which such developments may be approved pursuant to this zoning code. When common open space is provided in a planned unit development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned unit development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the final plan as appropriate to the intended leisure and recreational uses for which such open space is intended.

   b. Preservation: Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved final plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the board of Trustees.

   c. Ownership And Maintenance: The final plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the village if such open space or improvements are permitted to deteriorate or are not maintained in a

condition consistent with the best interests of the planned unit development or the village.

d. Property Owners' Association: When the requirements of subsection B5c of this section are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:

i. The bylaws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the final plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subsection B5d(1); and

ii. The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned unit development designated to have the exclusive use of the proposed open space or improvements; and

iii. The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and

iv. Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and

v. Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with state statutes; and

vi. The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and

vii. The village must be given the right to enforce the covenants; and

viii. The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all

the rights and powers of the association and its governing body under the agreements and declarations creating the association.

Staff Response: Standard Met. The development contains common areas that include the buffer/detention basin space between the wetland and the development, as well as the lot adjacent to Hawthorn Woods. These areas are proposed to be owned and maintained by the Homeowner's Association (HOA) for the single-family development. The specific responsibilities of the HOA will be provided for through declarations of covenants, rights and restrictions that will be required to be submitted for review and approval at the time of final plan consideration.

The approximately 8-acre open space containing the wetland located to the west of the Subject Property is owned and maintained by the Home Owners Association of the townhouse component of the development that was completed between 2004 and 2006.

6. Landscaping and Perimeter Treatment: Any area of a planned unit development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned unit development shall be treated so as to ensure compatibility with surrounding uses by means such as provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers.

Staff Response: Standard Met. All portions of the lots within the development are proposed to be either improved with paved areas or landscaped. Street trees are to be installed along the entire length of the proposed roads.

7. Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection B5d of this section

Staff Response: Not Applicable. No private streets are proposed.

8. Sidewalks: A sidewalk meeting the standards of the Lake Zurich subdivision ordinance shall be provided along at least one side of every street in or abutting a planned unit development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned unit development.

Staff Response: Standard met. The proposed public streets within the subdivision will be provided with sidewalks on both sides of the street.

9. Utilities: All utility lines shall be installed underground.

Staff Response: Standard met. All private and public utilities proposed to serve the development itself are proposed to be installed underground.

10. Additional Standards for Specific Planned Unit Developments: When the district regulations authorizing any planned unit development use in a particular district impose standards to be met by such planned unit development in such district, a special use permit for such development shall not be recommended or granted unless the applicant shall establish compliance with such standards. (Ord., 10-2004)

Staff Response: Standard Met. There are no additional standards imposed through the establishment of a single-family residential subdivision that are proposed within such district.

9-19-3: STANDARDS FOR SPECIAL USE PERMITS.

Staff has reviewed the application and found that the proposal will continue to remain in substantial conformance with the standards for Special Use Permits as outlined below.

A. General Standards: No special use permit shall be recommended or granted unless the applicant shall establish substantial conformance with the following:

1. Zoning Code and Plan Purposes: The proposed use and development will be in harmony with the general and specific purposes for which this zoning code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive plan.

Staff Response: Standard met. The development will remain in substantial conformance with the purpose and intent of the proposed R-5 Single Family Residential District. The subdivision is being developed within the traditional single-family land use which is in keeping with the development to the south, the David M. Schorvitz's Subdivision.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

Staff Response: Standard met. The developer has taken additional measures to reduce any impacts of flooding on the Subject Property and surrounding property through the installation of on-site stormwater management facilities. The subdivision will otherwise not have any substantial or undue adverse effect upon any adjacent properties. The proposed development is consistent with the surrounding development, both in use and in design.

Standard Partially Met. Based on the Board's comments heard at the Courtesy Review regarding the stormwater impact of the development to the residential area to the south, the Village will be enlisting the services of an independent wetland consultant to ensure that the release of stormwater into the adjacent

wetland will not have an adverse impact on the residential properties to the south.

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Staff Response: Standard met. The proposed development will be constructed and arranged so as not to dominate the immediate vicinity, but instead work in harmony with the surrounding residential uses.

Access to the Subject Property will be provided from Manchester Road that also serves the single-family residential subdivision to the south. while the current anticipated impact of 9 single-family homes is already established, that impact will increase by approximately 30%.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Staff Response: Standard Met. Existing utilities currently run to the south of the Subject Property. The Applicant is required to connect to such utilities – water and sanitary sewer. The Applicant is working with the Village's Public Works Utilities Staff to propose the most efficient layout for utilities to be provided to the subdivision.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

Staff Response: Standard Partially Met. The only access to the proposed development is off of Manchester Road. The construction of the proposed 15 homes will increase the impact on Manchester Road by approximately 30%. All site work will take place on the Subject Property.

The developer has also been made aware that the because all construction access and future access to the development will be through via Manchester Road, that road will need to be resurfaced in its entirety upon substantial completion of the development.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Staff Response: Standard met. The proposed development will not result in the destruction, loss, or damage of any natural, scenic, or historic features. Instead, the development has been arranged so as to preserve the existing natural features to the greatest extent possible. In particular, the development is proposed to stay out of the existing lake county jurisdictional wetlands that exist along the west of the Subject Property. Such areas will be mitigated and designated for stormwater detention areas.

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Staff Response: Standard met. The proposed development will comply with all other additional standards imposed through the building codes for Single Family Residences, with the exception of the bulk requirement modifications to the code that are being requested by the developer.

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

Staff Response: Standard met. The proposed development will assist in redeveloping and revitalizing a vacant parcel on the periphery of the village with quality housing.

B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

Staff Response: Not Applicable. The development does not require the imposing of any special standards in addition to those that are currently in place as the proposed use of the Subject Property is for the establishment of single-family residential uses.

C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Staff Response: Standard met. The Subject Property, located directly north of existing single-family subdivision, was itself designated for single-family housing in 2004. This development will complete the development albeit with 6 additional single-family homes, while providing new housing options for

people who want to locate within the Lake Zurich community and avail of its services and benefits.

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

   Staff Response: Standard met. The proposed location is suitable for this type of residential use, as it was based on its consistency with the land uses, comprehensive plan, architecture, and design in 2004. No alternate locations are currently proposed.

3. Mitigation of Adverse Impacts. Whether all steps possible have been taken to minimize any substantial or undue adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

   Staff Response: Standard met. All steps necessary will be taken to minimize any substantial adverse effects of the proposed development.

   In particular, the stormwater management facilities are proposed to be developed using current and more stringent requirements of the Watershed Development Ordinance of Lake County, which will help to mitigate any additional impact on the wetland or the existing residential properties to the south.

IDENTIFICATION AND ANALYSIS OF ZONING RELIEF FOR THE PLANNED UNIT DEVELOPMENT (PUD)

On analysis of the proposed development against the various standards contained within the municipal code, staff has identified the following modifications to the zoning code.

1. **Bulk Regulations.**
   The Village Code includes several Planned Unit Development (PUD) objectives, which discuss desirability, creative approaches, architectural coordination, preservation of characteristics such as natural topography, use of and creation of open space.

   The proposed development includes 15 single-family residential lots. Certain lots as proposed, need relief from the standard bulk requirements in the R-5 single-family residential district. The orientation and dimension of the properties adjacent to the cul-de-sacs propose a minimum lot width of 65 feet, compared to the standard 75 feet. The corner side lots, numbered 5 and 15 on the geometric plan, propose a side yard setback of 15 feet, rather than the standard 30-foot setback.

   As such the uniqueness of such a proposal is not generally reflected in the current zoning code which looks at single-family development in a standard conventional way. As a result,

the proposal will require modifications to the bulk requirements of the code for as listed below:

Section 9-3-11. Bulk, Space and Yard Requirements.

Standard	Required	Proposed	Lots
Minimum Lot Width (Feet)	75	65	12, 11, 10, 9, 8, 3, 2
Corner Side Yard (Feet)	30	15	5, 15

RECOMMENDATION

The recommendation of the Planning and Zoning Commission to approve a Development Concept Plan (Preliminary Plan) within an R-5 zoning district should be based on the standards included in the following Sections of the Lake Zurich Municipal Code:

- Section 9-22-5: Standards for Planned Unit Developments (PUD)
- Section 9-19-3: Standards for Special Use Permits

Staff has determined that all standards for approval have been met or will be met through approval of the identified modifications to the code and recommends that the Planning and Zoning Commission makes these standards a part of the official record of the Application.

Staff of the Community Development Department therefore recommends the approval of Application PZC 2024-14, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
    a. Zoning Application and Cover Letter dated August 8, 2024, prepared by Mr. Mike Naumowicz.
    b. Legal Description of the Subject Property.
    c. ALTA/ACSM Land Title Survey prepared by Illinois Professional Land Surveyor No. 2639, dated May 19, 2005.
    d. Planning and Zoning Commission Submittal prepared by Mike Naumowicz consisting of the following exhibits:
        i. Single-Family Subdivision Rendering
        ii. Single-Family Home Renderings
        iii. Street Lighting Rendering
        iv. Preliminary Plat of Resubdivision of Meadow Wood Single-Family prepared by Haeger Engineering dated August 19, 2024.
        v. Site Improvement Geometric Plan prepared by Haeger Engineering.
        vi. Meadow Wood Preliminary Landscape Plan prepared by Pugsley & Lahaie LTD Landscape Architects and Contractors dated June 21, 2004.
    e. Preliminary Wetland Assessment prepared by DK Environmental Services, Inc (DKES) dated July 9, 2024.
    f. Vacant Land Contract of Purchase signed by Mr. Mike Naumowicz and Ms. Mary Christine Misik for 0 Manchester Road, prepared by Main Street Organization of Realtors dated June 20, 2024.
    g. HardiePlank Lap Siding general information dated September, 2019.
    h. Street lighting Morati Series Post Top Light by Rugged Grade information.
    i. Stone Master Grey-Mix Roma Manufactured Stone Veneer Siding visual and spec sheet.

2. The Developer shall submit a Final Plan to the Village to particularize the details of the on-site improvements related to the development of the site including public roadway construction, stormwater management and flood mitigation, and pedestrian sidewalk construction. Such Final Plan shall also include a Final Plat of Subdivision delineating the final configuration of lots within the subdivision.

3. The Developer shall establish a Home Owners Association (HOA), prior to the issuance of any certificate of occupancy or sale of a unit or interest in the Subject Property, which will be responsible for upkeep of the private common areas including the on-site detention facilities and landscape material within common open space. The provisions for such HOA shall be established prior to approval of the Final Plan as defined in Section 9-22-4.C of the Lake Zurich Zoning Code (the "Final Plan"), and shall be subject to the review and approval of the Village.

4. As part of Final Plan approval, the Developer shall enter into a binding development agreement with the Village which shall incorporate those terms and conditions for development as outlined in the "Annexation and Development Agreement by and between the Village of Lake Zurich, Mary Chris Misik, and Insignia Homes, LLC (Meadow Wood Subdivision," dated August 5, 2005, as they pertain to the Subject Property, including but not limited to agreeing to install all the required improvements and providing surety for such improvements by means of a Letter of Credit and in a format as approved by the Village. In addition to the requirements outlined in Chapter 5 of the Land Development Code entitled "Procedure for Subdivision Approval," which are applicable to a PUD, specifically Section 10-5-7 entitled "Agreements and Guarantee of Improvements," such agreement shall additionally contain the following additional provision:
    a. Establishment of a "backup" open space and stormwater management Special Service Area (SSA) to ensure that these areas and features on the Subject Property are cared for and maintained in the event of a future HOA dissolution or its lack of required maintenance of these areas.

5. The Developer shall be responsible for payment of all Development Impact Fees as a condition of the approval of the PUD and Final Plat. The school impact fees, and library impact fees are paid pro-rata and due at the time a building permit is issued for the applicable building and shall include the fees for all units contained within each residential building.

6. Prior to the issuance of any building permit for the Subject Property, the Owner shall pay to the Village, at the time a building permit is issued for each of the first through fourteen single-family dwelling units in the Single-Family Parcel, a park land contribution of $8,124.00 for each single-family dwelling unit, in lieu of the required donation of park land.

7. All dwelling units within the Subject Property shall not be made available for rent or occupied by renters, but shall be occupied by the owner of that dwelling unit.

8. The property line along the south of the single-family component of the development will be screened from adjacent properties to the south with a 6-foot high solid privacy fence.

9. All streets within the subdivision shall be constructed according to Village construction standards applicable to public streets, and shall be dedicated to the Village of Lake Zurich upon substantial completion of the subdivision.

10. No modification shall be deemed an amendment to the Development Agreement if the modification is being pursued in accordance with the Lake Zurich Zoning Code and the Lake Zurich Municipal Code and is approved by the Village in accordance therewith.

11. The development as a PUD shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich, including general and continuing compliance with Title 10 of the Village Code, the Land Development Code, and all of the engineering and land improvement requirements, standards and specifications including those set forth in Chapter 6 of said Land Development Code, unless otherwise approved or provided for in the final engineering plans for the Subject Property.

Respectfully Submitted,

Sarosh Saher, Community Development Director
Colleen McCauley, Planner

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

Meadow Wood East
October 16, 2024

The Planning & Zoning Commission recommends approval of Application PZC 2024-14, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated October 16, 2024 for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
   a. Zoning Application and Cover Letter dated August 8, 2024, prepared by Mr. Mike Naumowicz.
   b. Legal Description of the Subject Property.
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2. The Developer shall submit a Final Plan to the Village to particularize the details of the on-site improvements related to the development of the site including public roadway construction, stormwater management and flood mitigation, and pedestrian sidewalk construction. Such Final Plan shall also include a Final Plat of Subdivision delineating the final configuration of lots within the subdivision.

3. The Developer shall establish a Home Owners Association (HOA), prior to the issuance of any certificate of occupancy or sale of a unit or interest in the Subject Property, which will be responsible for upkeep of the private common areas including the on-site detention facilities and landscape material within common open space. The provisions for such HOA shall be established prior to approval of the Final Plan as defined in Section 9-22-4.C of the Lake Zurich Zoning Code (the "Final Plan"), and shall be subject to the review and approval of the Village.

4. As part of Final Plan approval, the Developer shall enter into a binding development agreement with the Village which shall incorporate those terms and conditions for development as outlined in the "Annexation and Development Agreement by and between the Village of Lake Zurich, Mary Chris Misik, and Insignia Homes, LLC (Meadow Wood Subdivision," dated August 5, 2005, as they pertain to the Subject Property, including but not limited to agreeing to install all the required improvements and providing surety for such improvements by means of a Letter of Credit and in a format as approved by the Village. In addition to the requirements outlined in Chapter 5 of the Land Development Code entitled "Procedure for Subdivision Approval," which are applicable to a PUD, specifically Section 10-5-7 entitled "Agreements and Guarantee of Improvements," such agreement shall additionally contain the following additional provision:
    a. Establishment of a "backup" open space and stormwater management Special Service Area (SSA) to ensure that these areas and features on the Subject Property are cared for and maintained in the event of a future HOA dissolution or its lack of required maintenance of these areas.

5. The Developer shall be responsible for payment of all Development Impact Fees as a condition of the approval of the PUD and Final Plat. The school impact fees, and library impact fees are paid pro-rata and due at the time a building permit is issued for the applicable building and shall include the fees for all units contained within each residential building.

6. Prior to the issuance of any building permit for the Property, the Owner shall pay to the Village, at the time a building permit is issued for each of the first through fourteen single-family dwelling units in the Single-Family Parcel, a park land contribution of $8,124.00 for each single-family dwelling unit, in lieu of the required donation of park land.

7. All dwelling units within the Subject Property shall not be made available for rent or occupied by renters, but shall be occupied by the owner of that dwelling unit.

8. The property line along the south of the single-family component of the development will be screened from adjacent properties to the south with a 6-foot high solid privacy fence.

9. All streets within the subdivision shall be constructed according to Village construction standards applicable to public streets, and shall be dedicated to the Village of Lake Zurich upon substantial completion of the subdivision.

10. No modification shall be deemed an amendment to the Development Agreement if the modification is being pursued in accordance with the Lake Zurich Zoning Code and the Lake Zurich Municipal Code and is approved by the Village in accordance therewith.

11. The development as a PUD shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich, including general and continuing compliance with Title 10 of the Village Code, the Land Development Code, and all of the engineering and land improvement requirements, standards and specifications including those set forth in Chapter 6 of said Land Development Code, unless otherwise approved or provided for in the final engineering plans for the Subject Property.

☐ Without any further additions, changes, modifications and/or approval conditions.

☐ With the following additions, changes, modifications and/or approval conditions:

_____

Planning & Zoning Commission Chairman

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

(SINGLE-FAMILY PARCEL)

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7: THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7, A DISTANCE OF 860.94 FEET;
THENCE NORTH 12 DEGREES 40 MINUTES 32 SECONDS WEST, 47.23 FEET;
THENCE NORTH 31 DEGREES 54 MINUTES 58 SECONDS WEST, 82.07 FEET;
THENCE NORTH 34 DEGREES 08 MINUTES 35 SECONDS WEST, 44.06 FEET;
THENCE NORTH 14 DEGREES 54 MINUTES 33 SECONDS WEST, 31.54 FEET;
THENCE NORTH 12 DEGREES 26 MINUTES 26 SECONDS WEST, 92.08 FEET;
THENCE NORTH 21 DEGREES 06 MINUTES 49 SECONDS WEST, 103.04 FEET;
THENCE NORTH 18 DEGREES 00 MINUTES 10 SECONDS WEST, 58.68 FEET;
THENCE NORTH 40 DEGREES 11 MINUTES 60 SECONDS WEST, 68.64 FEET;
THENCE NORTH 07 DEGREES 40 MINUTES 50 SECONDS WEST, 108.98 FEET;
THENCE NORTH 00 DEGREES 42 MINUTES 36 SECONDS WEST, 85.88 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 7: THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE 866.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES 48 MINUTES 46 SECONDS WEST, 75.37 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 39 SECONDS WEST, 95.48 FEET; THENCE SOUTH 66 DEGREES 04 MINUTES 11 SECONDS WEST, 94.70 FEET; THENCE SOUTH 37 DEGREES 09 MINUTES 58 SECONDS WEST, 78.78 FEET; THENCE SOUTH 17 DEGREES 45 MINUTES 12 SECONDS WEST, 137.20 FEET; THENCE SOUTH 26 DEGREES 50 MIUTES 58 SECONDS WEST, 106.93 FEET; THENCE SOUTH 06 DEGREES 15 MINUTES 12 SECONDS WEST, 90.26 FEET; THENCE SOUTH 05 DEGREES 43 MINUTES 17 SECONDS WEST, 99.51 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 36 SECONDS WEST, 30.45 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7; THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, 518.03 FEET TO THE WEST LINE OF THE EAST 761.60 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, 660.00 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7; THENCE NORTH 89 DEGREES 17 MINUTES 24 SECONDS WEST ALONG SAID NORTH LINE, 243.14 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY

EXHIBIT C
AERIAL MAP

Meadow Wood East

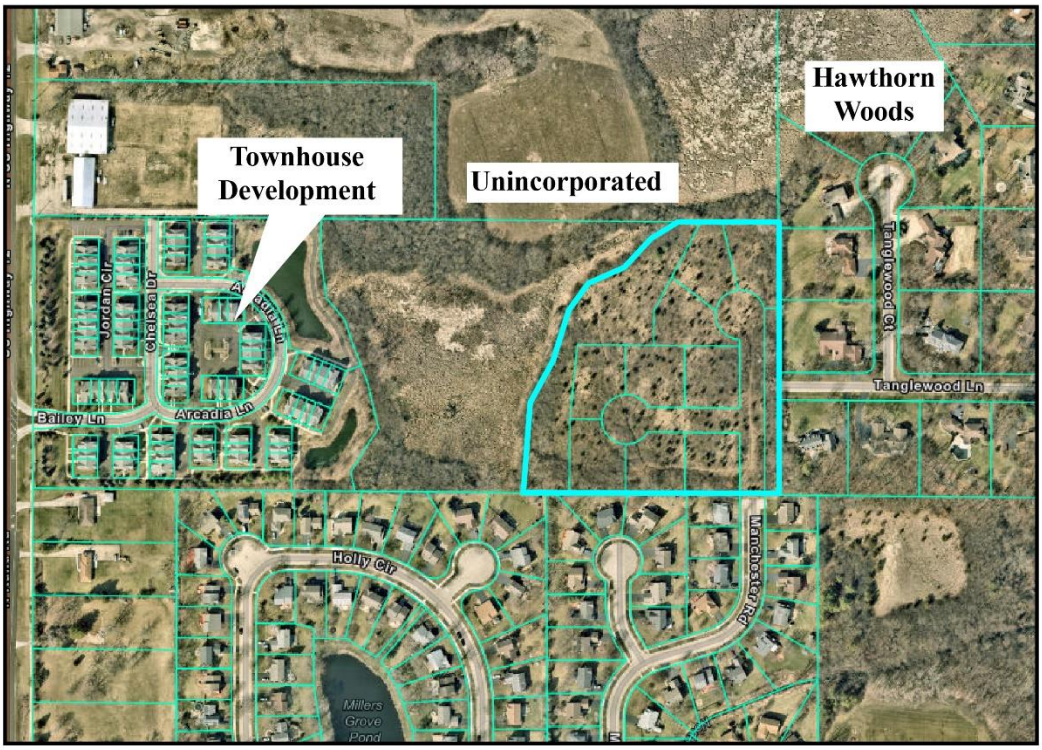


EXHIBIT D
ZONING MAP

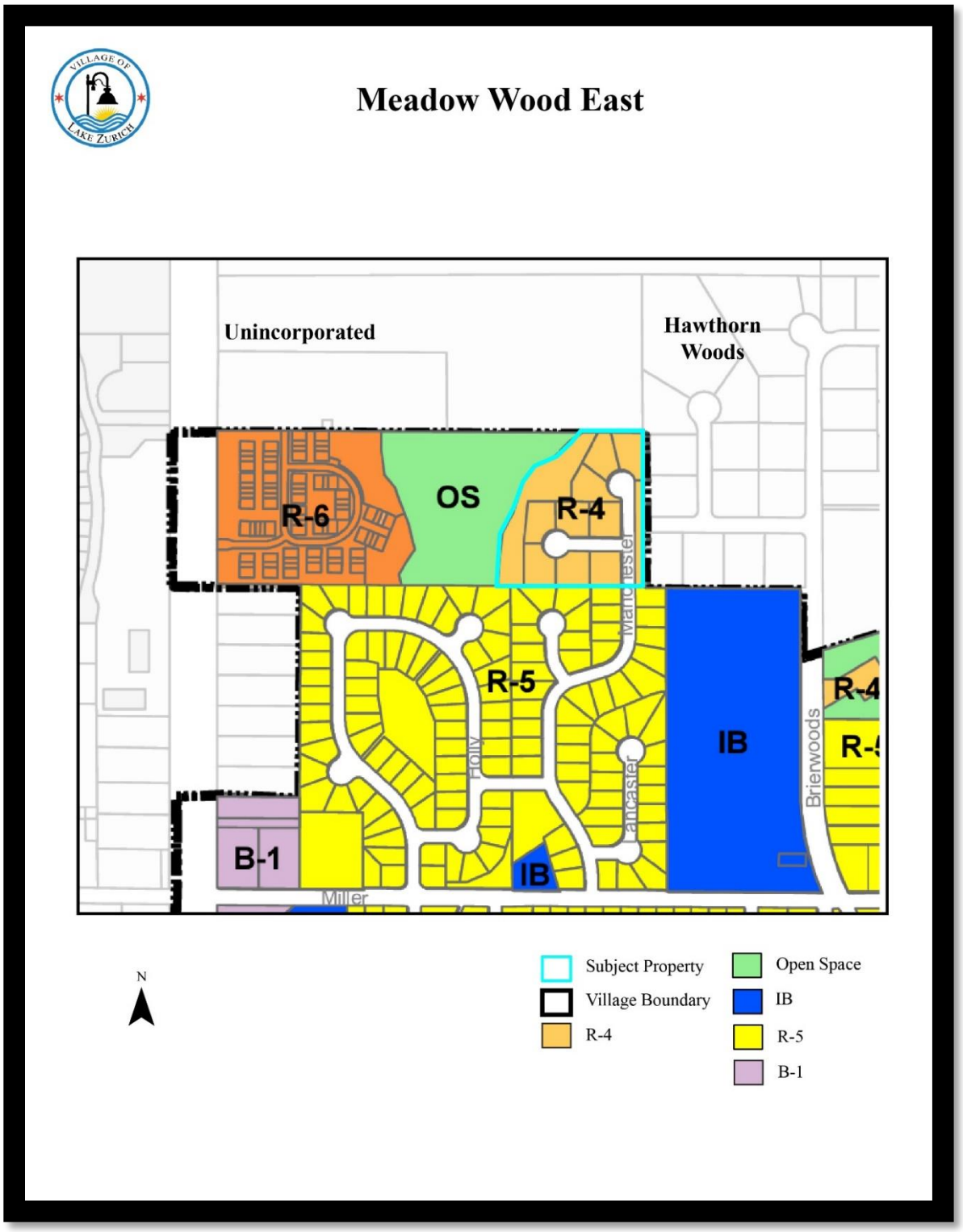
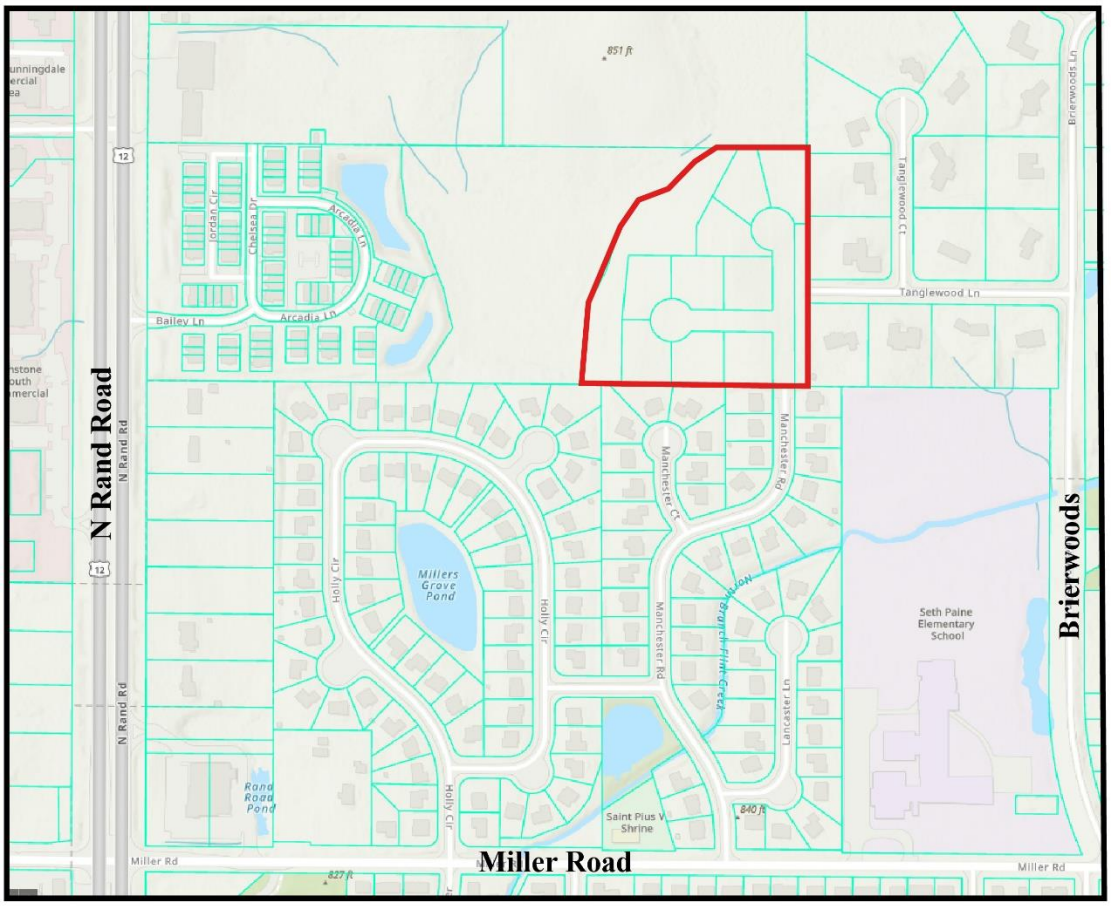


EXHIBIT E
PARCEL MAP

Meadow Wood East

Zoning Map Amendment
Amendment to Plat of Subdivision



N

Subject Property

ZONING APPLICATION

Community Development Department
505 Telser Rd.
Lake Zurich, IL 60047
Phone: (847) 540-1696
Fax: (847) 540-1769

(Please Type or Print)

1. Address of Subject Property: 0 Manchester Meadowwood Subdivision East
2. **Please attach complete legal description**
3. Property Identification number(s): 14074020420000
4. Owner of record is: Mike Naumowicz Phone: 847-323-3388
   E-Mail newmacc@aol.com Address: 241 Golf Mill Center STE 526 Niles IL
5. Applicant is **(if different from owner)**: _____ Phone: _____
   E-Mail _____ Address: _____
6. Applicant's interest in the property (owner, agent, realtor, etc.): owner
7. All existing uses and improvements on the property are: vacant land
8. The proposed uses on the property are: single family residential homes
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Mike Naumowicz
(Name of applicant)

Michael Naumowicz
(Signature of applicant)

Subscribed and sworn to before me this 22 day of July, 2024.

OFFICIAL SEAL
CHRISTOPHER S KOZIOL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 9/10/2025

(Notary Public) My Commission Expires _____

Mary Christine Misik
(Name of Owner, if different)

_____
(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2024.

_____
(Notary Public)

My Commission Expires _____

Please indicate what zoning relief your application requires. For assistance, please contact Staff.

☑ Zoning Code **Map** Amendment to change zoning of Subject Property from R4 to R5

☐ Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

☐ Special Use Permit/Amendment for _____

(See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Planned Unit Development/Major Adjustment/Amendment

(Planned Unit Developments are a distinct category of special use and are intended to create a more desirable environment than through strict application of the zoning and subdivision regulations. See Section 22-105 of the Lake Zurich Zoning Code for specific standards. Please list all the 'modifications' requested in the cover letter.)

☐ Variation for _____

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

☐ Modification to the Land Development Code (includes retaining walls more than 2 feet in height)
(See Section 10-6-18 of the Land Development Code for specific standards.)

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision
(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

☐ Site Plan Approval/Major Adjustment/Amendment
(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Exterior Appearance Approval or Amendment
(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

APPLICATION TO ANNEX CERTAIN TERRITORY

All land annexed to the Village is classified automatically after such annexation in the R-1\2 Single Family Residential District. The owner must file an application for a Zoning Map amendment if he or she desires a different zoning classification for the Subject Property.

☐ Petition to Annex Certain Territory (Please complete attached petition)

☐ Application to Annex Certain Territory

COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for _____

_____

☐ Comprehensive Plan **Text** Amendment for _____

_____

Mike Naumowicz
241 Golf Mill Center STE 526
Niles, IL 60714

August 8, 2024

Village of Lake Zurich
505 Tesler Rd.
Lae Zurich, IL 60047
ATTN: Orlando Stratman Chairperson of the Planning and Zoning Commission

RE: Meadow Wood East Subdivision
PIN 1407402042000

Dear Orlando:

Please accept this letter as my formal request to amend the existing zoning from R4 to R5. I am requesting the change to be in conformity with the surrounding R5 zoning to make a more cohesive extension of the existing subdivision. The current parcel is undeveloped land and I propose 15 single family homes on the property.

Thank you for your consideration and I look forward to working with you on this project.

Sincerely,

Mike Naumowicz

Contract purchase

EXHIBIT E

LEGAL DESCRIPTION OF SINGLE FAMILY PARCEL

LEGAL DESCRIPTION OF SINGLE-FAMILY PARCEL

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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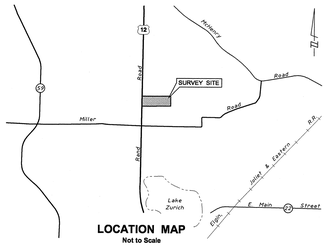
ALTA / ACSM LAND TITLE SURVEY

OF



PARCEL 1

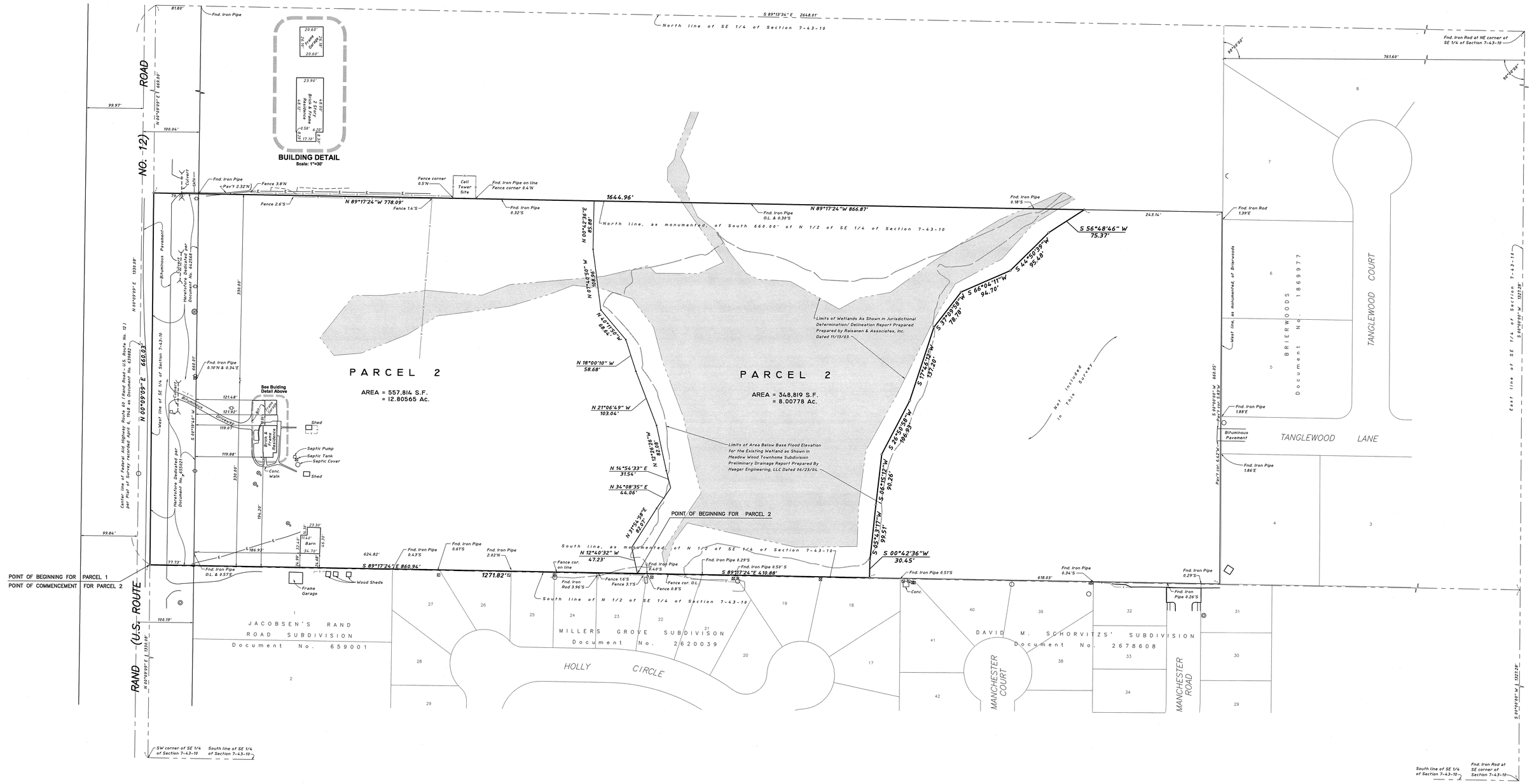
THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7, A DISTANCE OF 860.94 FEET; THENCE NORTH 12 DEGREES 40 MINUTES 32 SECONDS WEST, 47.23 FEET; THENCE NORTH 31 DEGREES 54 MINUTES 58 SECONDS EAST, 82.07 FEET; THENCE NORTH 34 DEGREES 08 MINUTES 35 SECONDS EAST, 44.06 FEET; THENCE NORTH 14 DEGREES 54 MINUTES 33 SECONDS WEST, 31.54 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 26 SECONDS WEST, 62.08 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 49 SECONDS WEST, 103.04 FEET; THENCE NORTH 18 DEGREES 00 MINUTES 10 SECONDS WEST, 58.68 FEET; THENCE NORTH 40 DEGREES 11 MINUTES 50 SECONDS WEST, 68.64 FEET; THENCE NORTH 07 DEGREES 40 MINUTES 50 SECONDS WEST, 108.96 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 36 SECONDS EAST, 85.88 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 7; THENCE NORTH 89 DEGREES 17 MINUTES 24 SECONDS WEST ALONG SAID NORTH LINE, 778.09 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE, 660.03 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 7, A DISTANCE OF 860.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12 DEGREES 40 MINUTES 32 SECONDS WEST, 47.23 FEET; THENCE NORTH 31 DEGREES 54 MINUTES 58 SECONDS EAST, 82.07 FEET; THENCE NORTH 34 DEGREES 08 MINUTES 35 SECONDS EAST, 44.06 FEET; THENCE NORTH 14 DEGREES 54 MINUTES 33 SECONDS WEST, 31.54 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 26 SECONDS WEST, 62.08 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 49 SECONDS WEST, 103.04 FEET; THENCE NORTH 18 DEGREES 00 MINUTES 10 SECONDS WEST, 58.68 FEET; THENCE NORTH 40 DEGREES 11 MINUTES 50 SECONDS WEST, 68.64 FEET; THENCE NORTH 07 DEGREES 40 MINUTES 50 SECONDS WEST, 108.96 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 36 SECONDS EAST, 85.88 FEET TO THE NORTH LINE OF THE SOUTH 660.00 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 7; THENCE SOUTH 89 DEGREES 17 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE, 866.87 FEET; THENCE SOUTH 56 DEGREES 48 MINUTES 46 SECONDS WEST, 75.37 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 39 SECONDS WEST, 95.46 FEET; THENCE SOUTH 66 DEGREES 04 MINUTES 11 SECONDS WEST, 94.70 FEET; THENCE SOUTH 37 DEGREES 09 MINUTES 58 SECONDS WEST, 78.78 FEET; THENCE SOUTH 17 DEGREES 46 MINUTES 12 SECONDS WEST, 137.20 FEET; THENCE SOUTH 26 DEGREES 50 MINUTES 58 SECONDS WEST, 106.93 FEET; THENCE SOUTH 06 DEGREES 15 MINUTES 12 SECONDS WEST, 90.26 FEET; THENCE SOUTH 05 DEGREES 43 MINUTES 17 SECONDS WEST, 99.51 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 36 SECONDS WEST, 30.45 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7; THENCE NORTH 89 DEGREES 17 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, 410.88 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



SCALE: 1" = 60'

60 30 0 60 120

State of Illinois } SS:
County of Cook }

I hereby certify that based on information provided on the Flood Insurance Rate Map Community Panel No. 1709700228 F dated September 3, 1997 produced by the Federal Emergency Management Agency (FEMA) for Lake County, Illinois, the property shown and described hereon is located within Zone X, which is defined by FEMA as "Areas determined to be outside 500-year floodplain".

Rolling Meadows, Illinois May 19, 2005

Signed
Illinois Professional Land Surveyor No. 2639
Michael E. Farrell

LEGEND

- Manhole
- Catch Basin
- Well
- Flared End Section
- Gas Valve
- CATV — Cable TV Line
- E — Electric Line
- Light Pole
- Utility Pole
- Cable TV Pedestal
- ComEd Pedestal
- Fence
- Mailbox
- IBT Pedestal

NOTES:

With respect to the land herein described, we note the following:

1. This survey was prepared pursuant to information contained in Chicago Title Insurance Company commitment No. 1409 000691672 NSC, with an effective date of April 26, 2003. Easements and encumbrances, if any, established after the above effective date are not shown.
1. Document No. 136067 grants easement rights in Rand Road to North Shore Electric Company.
2. Document No. 154441 grants easement rights to Public Service Company of Northern Illinois to lay and maintain gas mains in an unspecified location.
3. Document No. 677769 grants easement rights to Illinois Bell Telephone Co. and Public Service Company of Northern Illinois in Rand Road for construction and maintenance of facilities.
5. The field work for this survey was completed May 18, 2005. The basis for the bearings shown hereon is assumed.

State of Illinois } SS:
County of Cook }

To: Insignia Homes, L.L.C.; LaSalle National Bank N.A., Trust No. 9908; Pulte Homes, Inc.; and Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes items 2, 3, 4, 7c, 8, 9, and 11a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Rolling Meadows, Illinois May 19, 2005

STATE OF ILLINOIS — MICHAEL E. FARRELL — 035-2639 — ROLLING MEADOWS, ILLINOIS — PROFESSIONAL LAND SURVEYOR

By:
Illinois Professional Land Surveyor No. 2639

EXPIRES 11-30-06

HAEGER ENGINEERING LLC
Illinois Professional Design Firm No. 184-003152
Consulting Engineers & Land Surveyors
1911A Rohlwing Road
Rolling Meadows, Illinois 60008
Tel: 847/394-6600
Fax: 847/394-6608

Ordered By: Insignia Homes, L.L.C.
Order No.: 03-200 CX

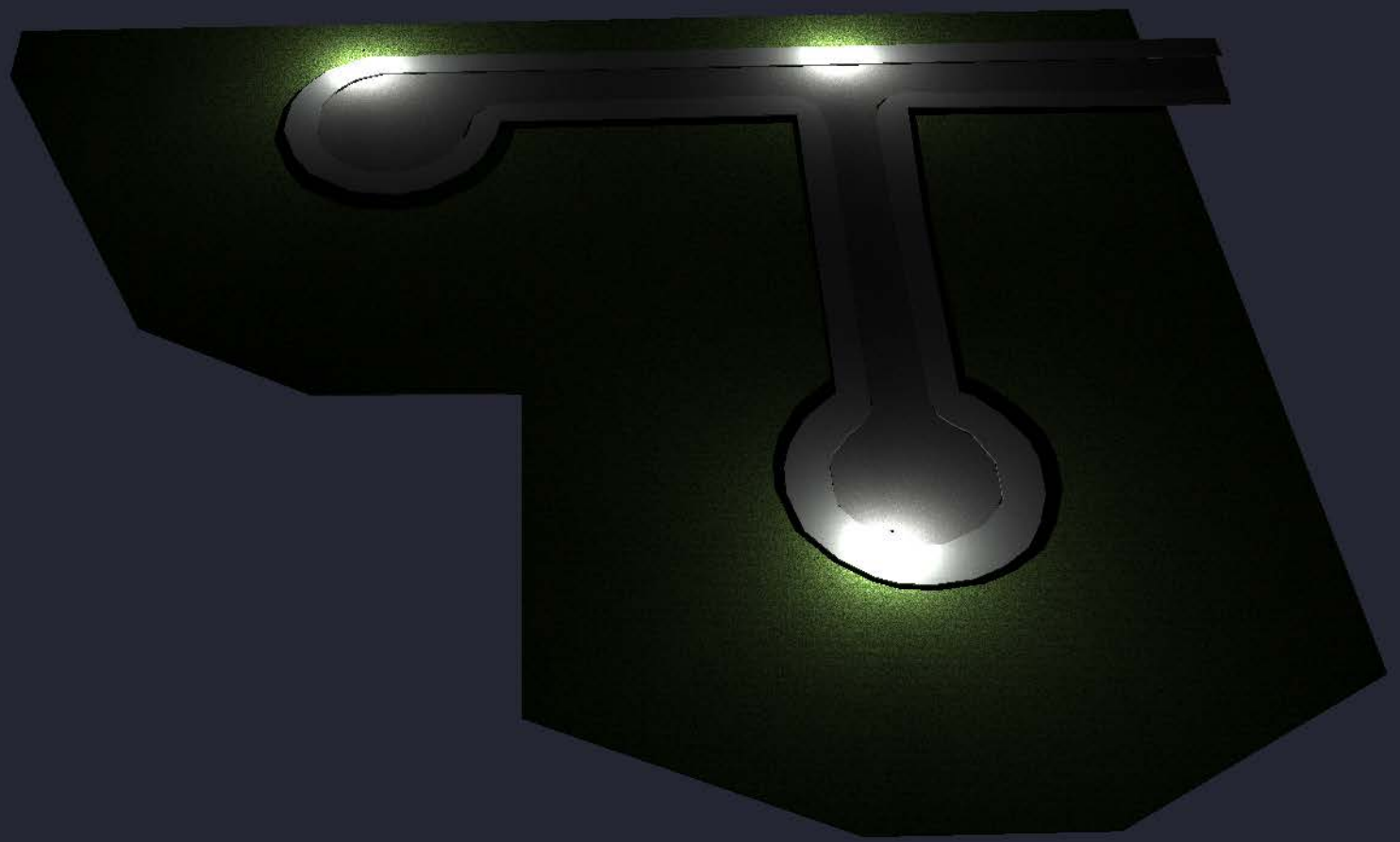
03-200 CX

© 2005 Haeger Engineering, LLC

\\Heserver\Project Files\2003\03200\Cad CX\03200CX-AS.dwg, ALTA, 5/19/2005 8:12:41 AM, mike.f

CGCAD3D
Your 3D Handyman

2153
2139



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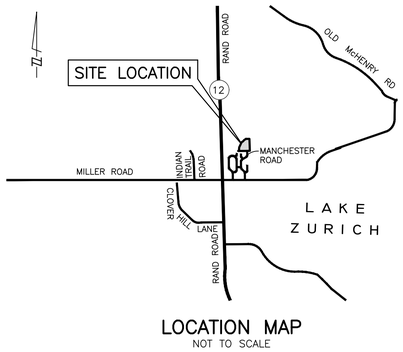
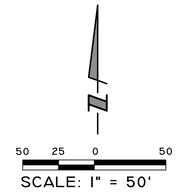
14-07-402-042
14-07-402-043
14-07-402-044
14-07-402-045
14-07-402-046
14-07-402-047
14-07-402-048
14-07-402-049
14-07-402-050
14-07-402-051

PRELIMINARY PLAT OF RESUBDIVISION
OF
MEADOW WOOD SINGLE-FAMILY



LOCATION MAP
NOT TO SCALE



PROPERTY LEGAL DESCRIPTION

LOTS 1 THRU 10 INCLUSIVE IN MEADOW WOOD, BEING A SUBDIVISION OF PART OF THE SOUTH 660 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

Originally Prepared: 08.19.24 **Project No. 24-136**

No.	Date	Revision

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

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Plot Date: Aug.19, 2024 - 1:27pm Plotted By: mike-o Layout: 24x36 Plot
File Name: P:\2024\24136\Drawings\Preliminary\24136-Prelim Plat of Sub.dwg

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14-07-402-042
14-07-402-043
14-07-402-044
14-07-402-045
14-07-402-046
14-07-402-047
14-07-402-048
14-07-402-049
14-07-402-050
14-07-402-051

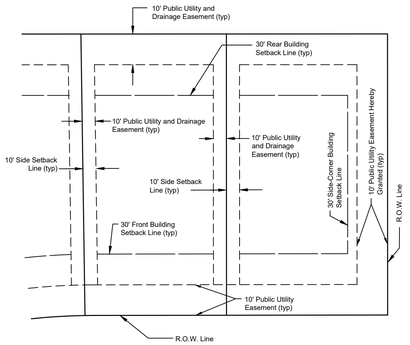
PRELIMINARY PLAT OF RESUBDIVISION

OF

MEADOW WOOD SINGLE-FAMILY

50 25 0 50

SCALE: 1" = 50'



TYPICAL LOT SETBACK AND EASEMENT DETAIL

Not To Scale

Originally Prepared: 08.19.24 **Project No. 24-136**

No.	Date	Revision

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

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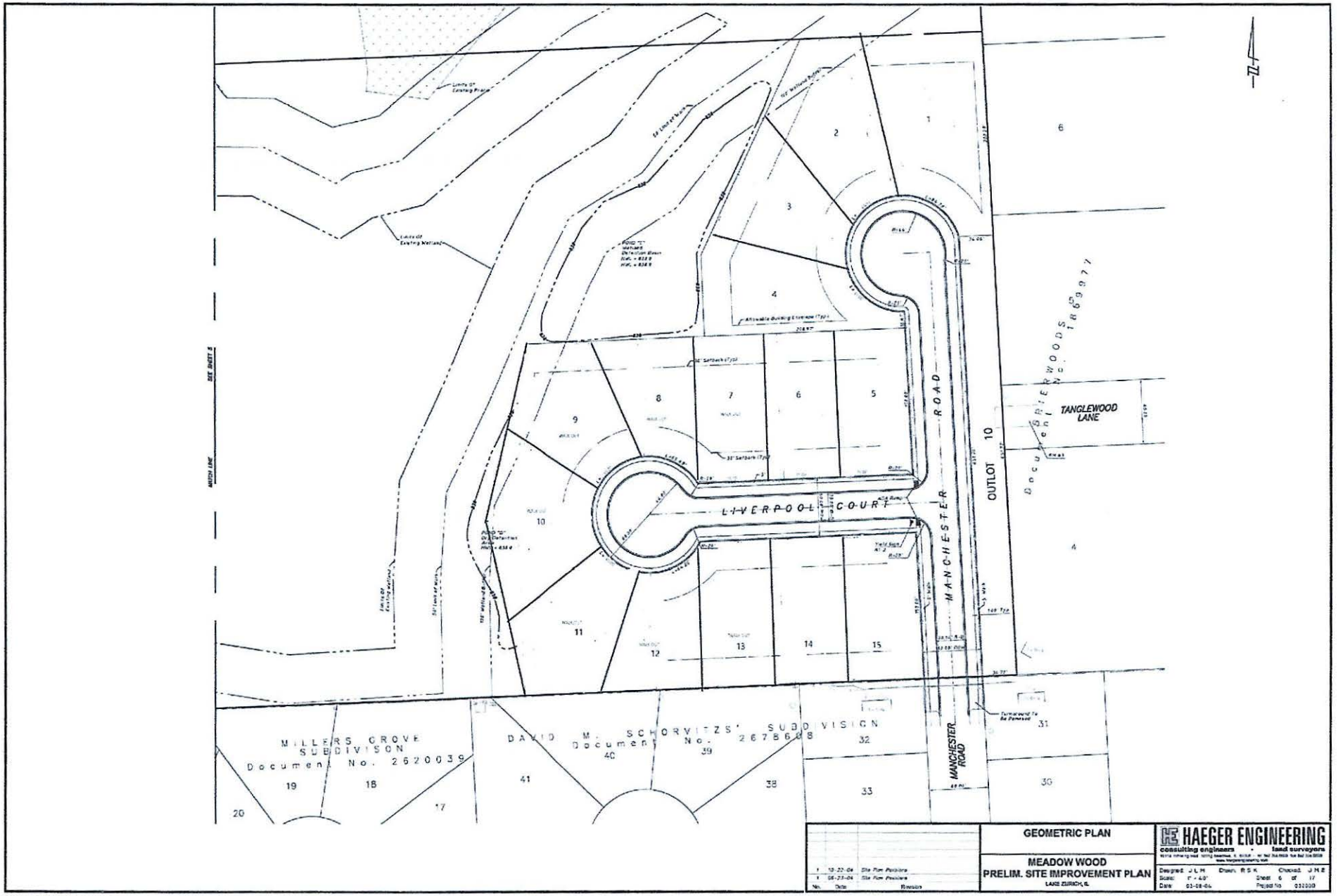
Plot Date: Aug 19, 2024 - 1:27pm Plotted By: mike-o Layout: 24x36 Plot (2)
File Name: P:\2024\24136\Drawings\Preliminary\24136-Prelim Plat of Sub.dwg



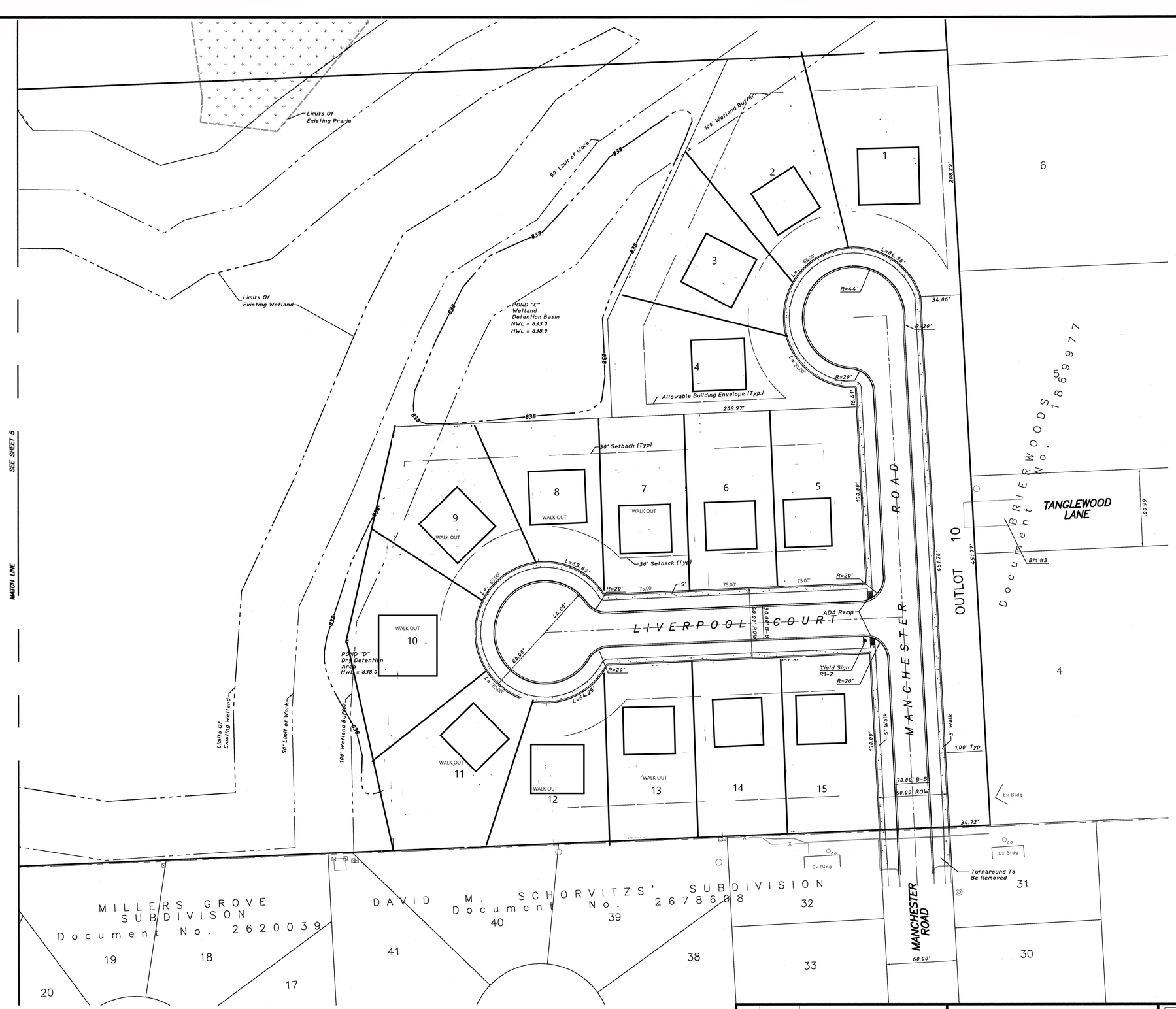
GEOMETRIC PLAN

MEADOW WOOD
PRELIM. SITE IMPROVEMENT PLAN
LAKE ZURICH, IL

No.	Date	Revision
1	10-22-04	Site Plan Revisions
1	06-23-04	Site Plan Revisions

HAEGER ENGINEERING
consulting engineers • land surveyors

Designed: J.L.H. Drawn: R.S.K. Checked: J.M.E.
Scale: 1" = 40' Sheet 6 of 17
Date: 03-08-04 Project No: 032000



No.	Date	Revision
1	10-22-04	Site Plan Revisions
1	06-23-04	Site Plan Revisions

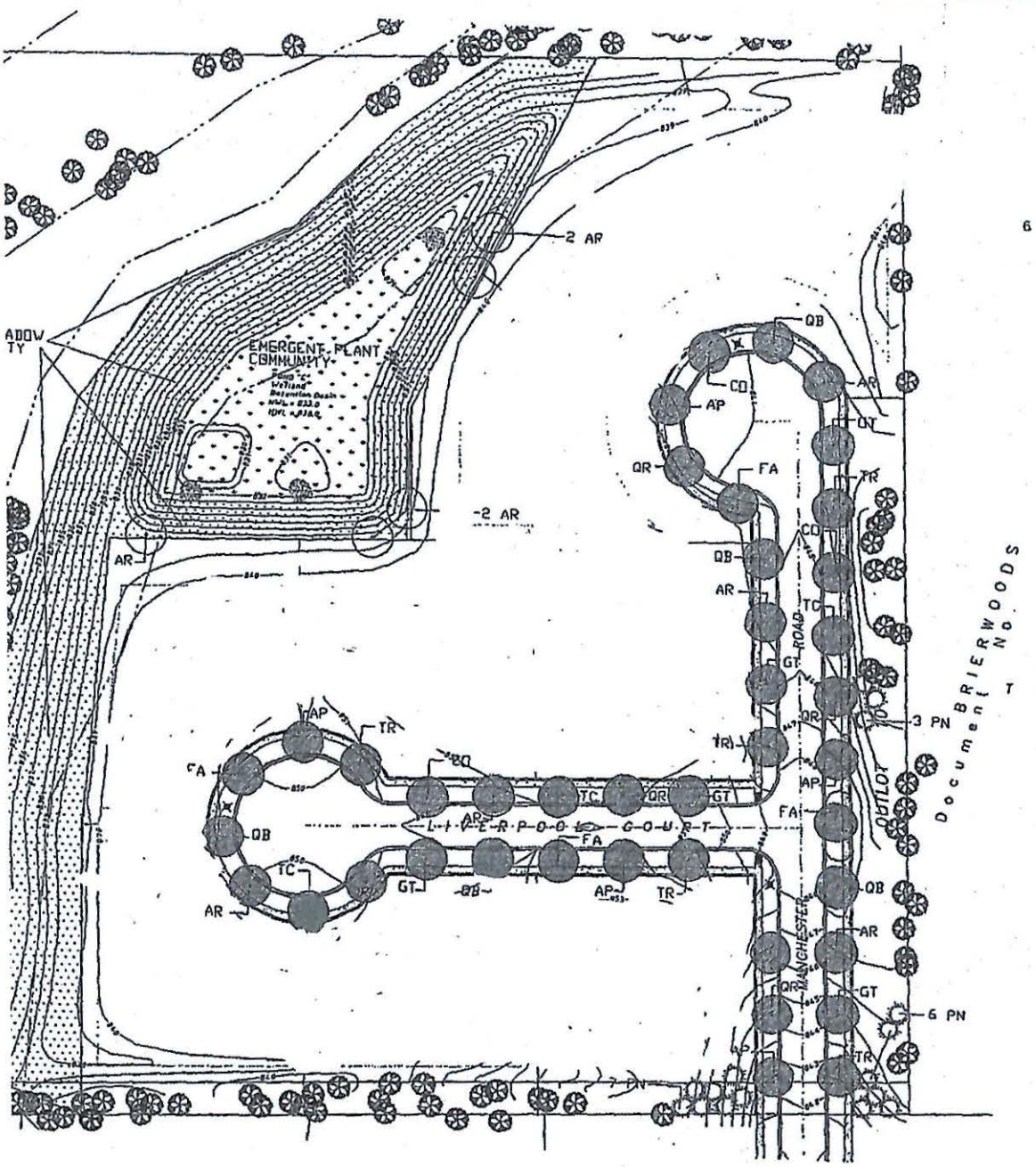
GEOMETRIC PLAN

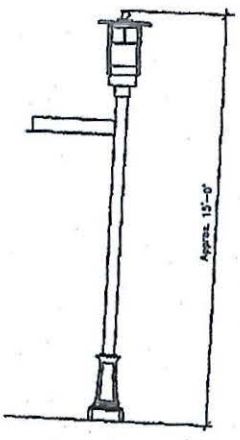
MEADOW WOOD
PRELIM. SITE IMPROVEMENT PLAN
LAKE ZURICH, IL

HAEGER ENGINEERING
consulting engineers · land surveyors
1911a rohlwing road rolling meadows, IL 60008 · tel: 847.394.6600 fax: 847.394.6608
www.haegerengineering.com

Designed: J L M Drawn: R S K Checked: J M E
Scale: 1" = 40' Sheet 6 of 17
Date: 03-08-04 Project No. 03200B

\\Heserver\Project Files\2003\03200\Cad B\03200B.dwg, GEO(E), 10/22/2004 10:02:22 AM, jeremy-m

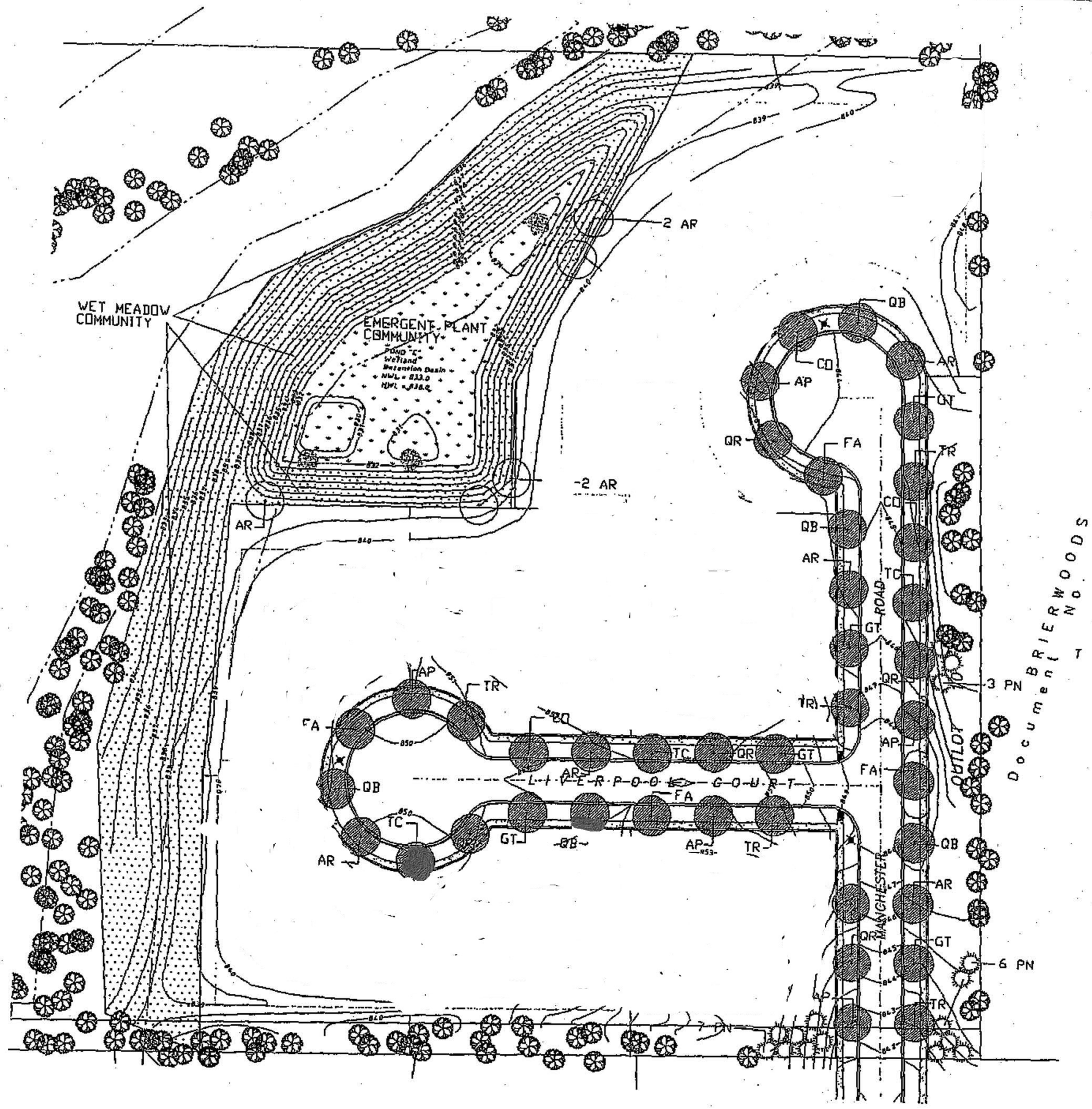


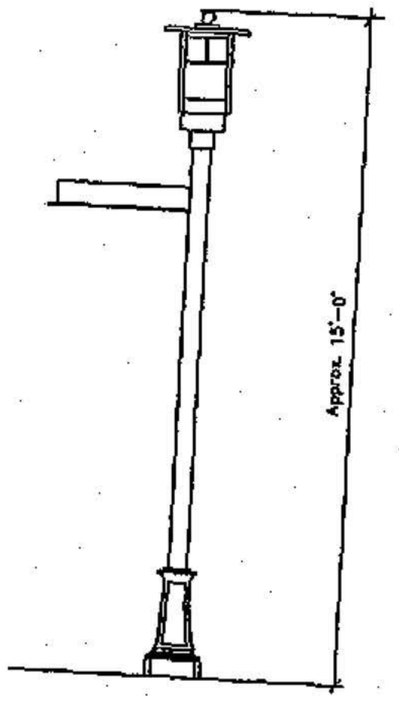


DECORATIVE LIGHT DETAIL

Note for light locations, see Engineering Plans.

FA-Norway Maple
PN- Norway Pine
CD- Aristocrat Pear
TC- Mountain Ash
AP- David Crabapple
QB- Prairie Fire Crabapple
CO- Swamp Oak
AR- Red Sunset Maple
TR- Green Mountain Maple
GT- Ginko (male only)





DECORATIVE LIGHT DETAIL
Scale: 1/2"=1'0"

Note: For light locations, see Engineering Plans.

FA-Norway Maple
PN- Norway Pine
CD- Aristocrat Pear
TC- Mountain Ash
AP- David Crabapple
QB- Prairie Fire Crabapple
CO- Swamp Oak
AR- Red Sunset Maple
TR- Green Mountain Maple
GT- Ginko (male only)

PUGSLEY & LA HAIE LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
24414 N. Old Mchenry Rd, Lake Zurich, Illinois 60047-8904

MEADOW WOOD
Preliminary Landscape Plan
Insignia Homes

03/12/04

3 of 5

July 9, 2024

Kirk Rustman
Sunrise Development
kirk.rustman@yahoo.com

EMAIL

Subject: **Preliminary Wetland Assessment**
Tract B – 0 Manchester Road
Village of Lake Zurich - Lake County, IL

Dear Mr. Rustman:

DK Environmental Services, Inc (DKES) conducted a Preliminary Wetland Determination for the future residential subdivision project site located at 0 Manchester Road in the Village of Lake Zurich. Source materials and publicly accessible data were reviewed in advance of the site investigation to determine the presence and extent of hydrologic connections, water features, and potential wetland areas (PWA's) that are likely to exist on the subject property and beyond the property limits. This was followed by an on-site investigation and flagging of the water feature for survey (to be completed by others). DKES completed field reconnaissance and wetland flagging on July 9, 2024.

The ±8-acre project development area currently consists of eleven unimproved parcels within Meadow Wood Subdivision recorded as Tract "B" and is located west of Tanglewood Lane and north of Manchester Rd. in the Village of Lake Zurich, Lake County, IL 60047 (see Exhibit 1 on p.4 below).

No wetlands were found on site. The study site extends beyond the future development site to identify the limits of the adjacent wetlands. The residential development site consists of moderately well-drained Ozaukee soils (530 C2/D3) and gently slopes to the north and west. Our investigation identified a single, isolated wetland area **(WETLAND "A")** at the toe of the slope located to the west and north of the project area. For the portion of Wetland A contained within Lot 12 of Meadow Wood Subdivision at the west (PIN# 14-07-402-040) the wetland appears to be preserved in a conservation easement and is owned and maintained by the Meadow Wood Homeowner's Association. The emergent marsh extends onto the unincorporated property to the north under private ownership (PIN# 14-07-400-001) through a narrow drainage channel that separates the upland areas.

A review of the Lake County Wetland Inventory (Exhibit 2) indicates that there are no ADID (Advanced Identification) wetlands present within the project site. The identified Wetland A is depicted as a standard wetland and is not shown to be a high-quality aquatic resource (HQAR).

The Lake County GIS topographic layer indicates a closed depressional water feature of approximately 14 acres with no outlet and is generally shown to the west and north of the development site. The site is in the Flint Creek Watershed Planning Area, within the grater Fox River Watershed.

The National Wetland Inventory (NWI) map (Exhibit 3) shows a freshwater pond labeled PEM1F, describing a freshwater emergent wetland that is semi-permanently flooded.

During our field investigation, a total of one (1) on-site water feature: **WETLAND "A"**, an isolated, permanently inundated pond depression that has no continuous surface connection with a traditionally navigable Waters of the US (WOTUS), was confirmed and identified off-site to the west and north portion of the development site. The emergent marsh was flagged at the border and was inundated at the time of the field reconnaissance. Dominant vegetation observed within the marsh consists of narrow-leaved cattail (*Typha angustifolia*), which is bordered by a dense thicket of invasive, non-native shrubs including common buckthorn (*Rhamnus cathartica*) and honeysuckle (*Lonicera tatarica*).

The water feature meeting wetland conditions identified outside the development site is summarized below:

AREA/FEATURE	FLAGS	TYPE	MAPPED SOIL SERIES	JURISDICTION	HQAR
WETLAND A	A1-A28	Freshwater Emergent Wetland	4103A Houghton muck ponded 0 to 2 percent slopes Hydric	LAKE CO SMC* ----------	No

*NOTE: *Wetland A Jurisdiction must be confirmed by USACE and in coordination with the Lake County SMC*

- There are no wetlands identified on the development site
- WL "A" identified off-site to the west and north appears to be wholly off-site and does not encroach onto the development site
- WL "A" ribbon flags were affixed to live vegetation and labeled as depicted on the attached Exhibit 4 (for survey by others)
- WL "A" is a closed depression with no discernible outlet or connection to traditionally navigable waters of the US:

(1) Wetland A is not adjacent to a WOTUS, and
(2) Wetland A does not have a continuous surface connection with a WOTUS

Therefore, the water feature is likely under the local jurisdiction of the Lake County Stormwater Management Commission.

Note that this report is the opinion of DKES, Inc. and must be confirmed by regulatory agencies. Please contact our office should you have any additional questions or if we can be of further assistance.

Sincerely,

Daniel J. Krill CWS, CPESC, DECI
President, Ecologist
DK ENVIRONMENTAL SERVICES, INC.

Exhibits

1. Site Location Map with Hydro Lines
2. Lake County Wetland Inventory
3. National Wetland Inventory
4. Approximate **WL-A** Boundary (*flagged 7.09.2024*)
5. Representative Site Photos

Exhibit 1: LOCATION MAP: PROJECT STUDY AREA w/hydro lines

0 Manchester Road in the Village of Lake Zurich
Lake County, IL 60047
(approx. 8-acre site)

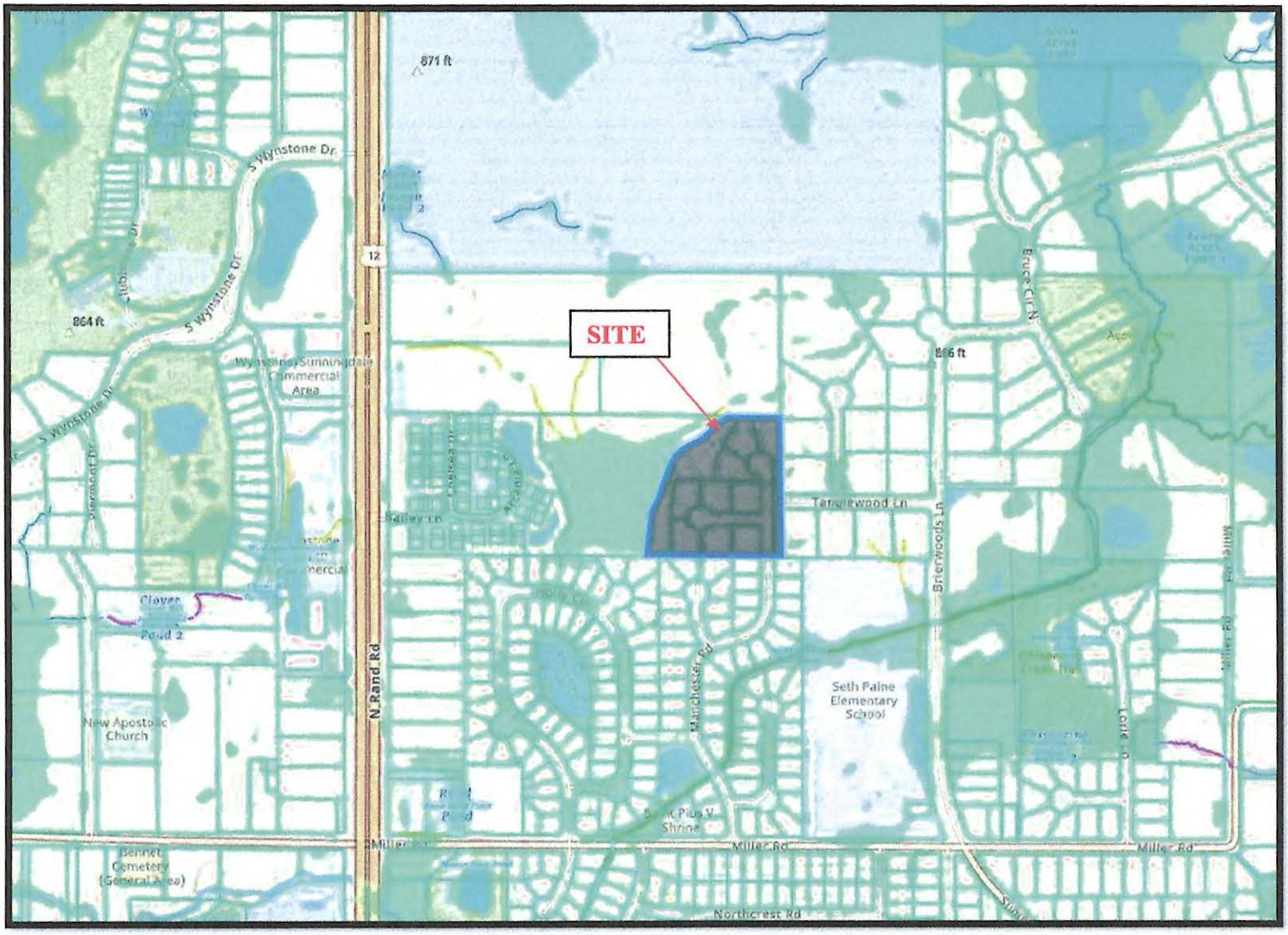


Exhibit 2: LAKE COUNTY WETLAND INVENTORY

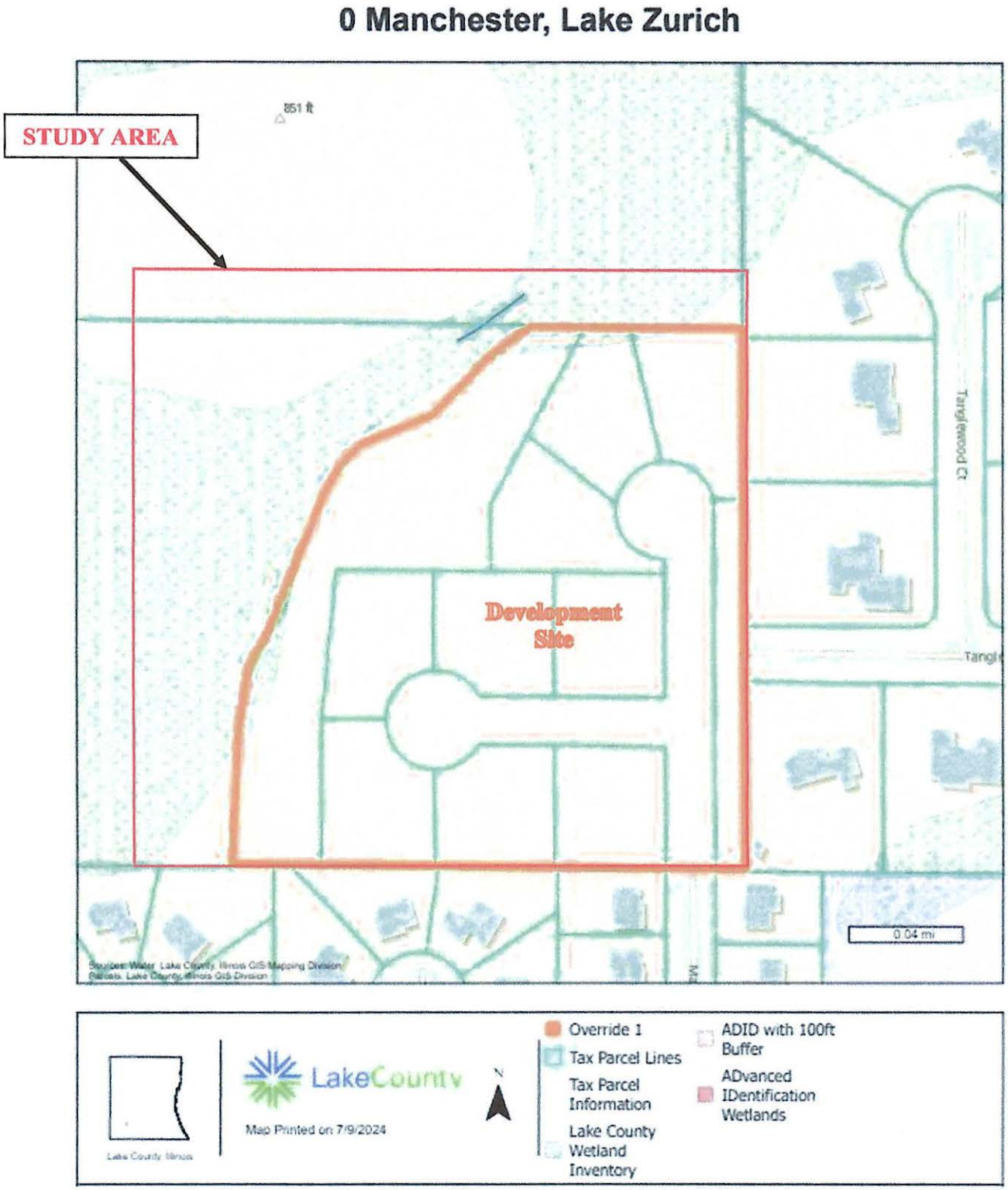
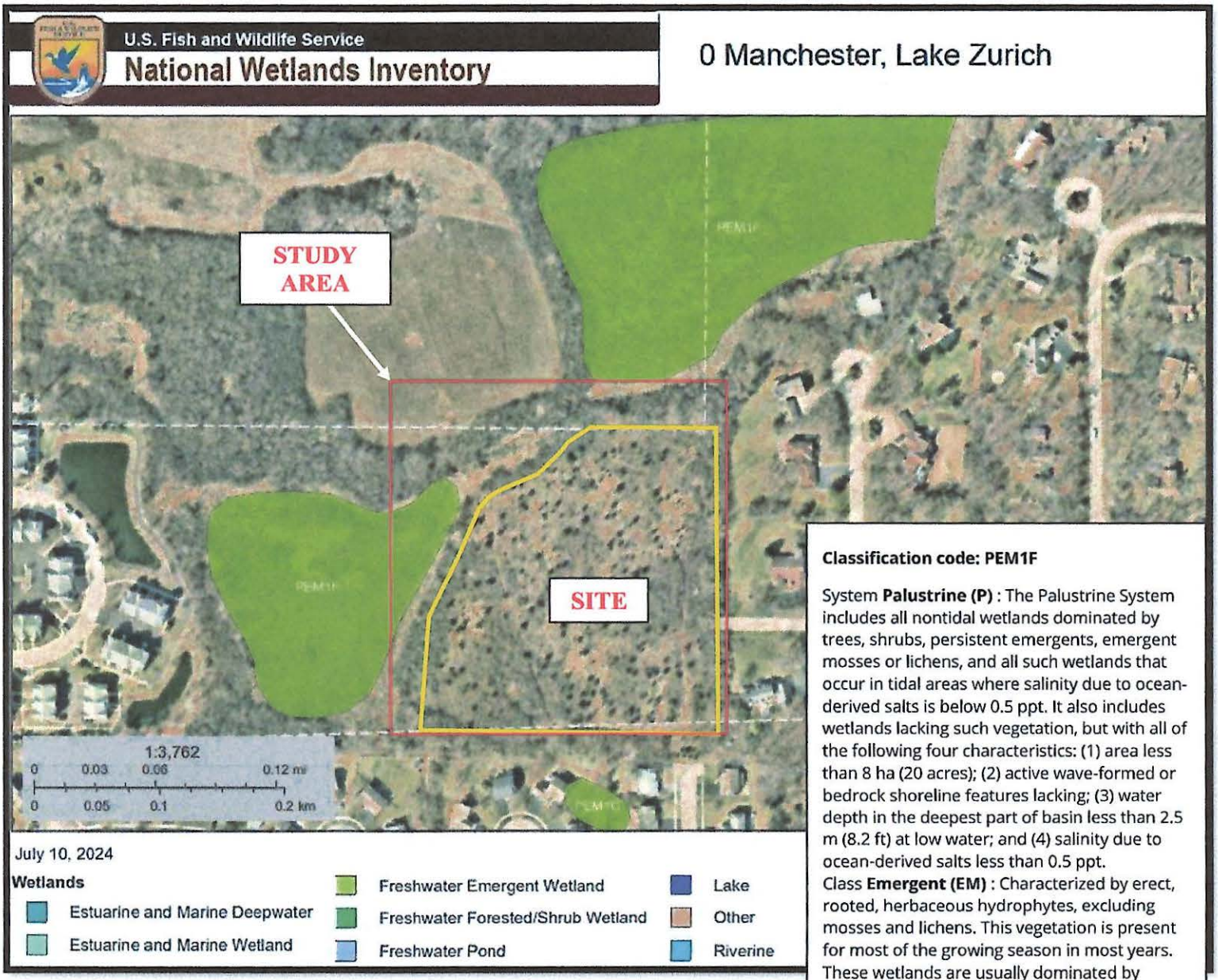


Exhibit 3: National Wetland Inventory (NWI)



Classification code: PEM1F

System **Palustrine (P)** : The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

Class **Emergent (EM)** : Characterized by erect, rooted, herbaceous hydrophytes, excluding mosses and lichens. This vegetation is present for most of the growing season in most years. These wetlands are usually dominated by perennial plants.

Subclass **Persistent (1)** : Dominated by species that normally remain standing at least until the beginning of the next growing season. This subclass is found only in the Estuarine and Palustrine systems.

Water Regime **Semipermanently Flooded (F)** : Surface water persists throughout the growing season in most years. When surface water is absent, the water table is usually at or very near the land surface.

Exhibit 4: Approximate Wetland Area Boundary
Wetland Ribbon Flags A1-A28

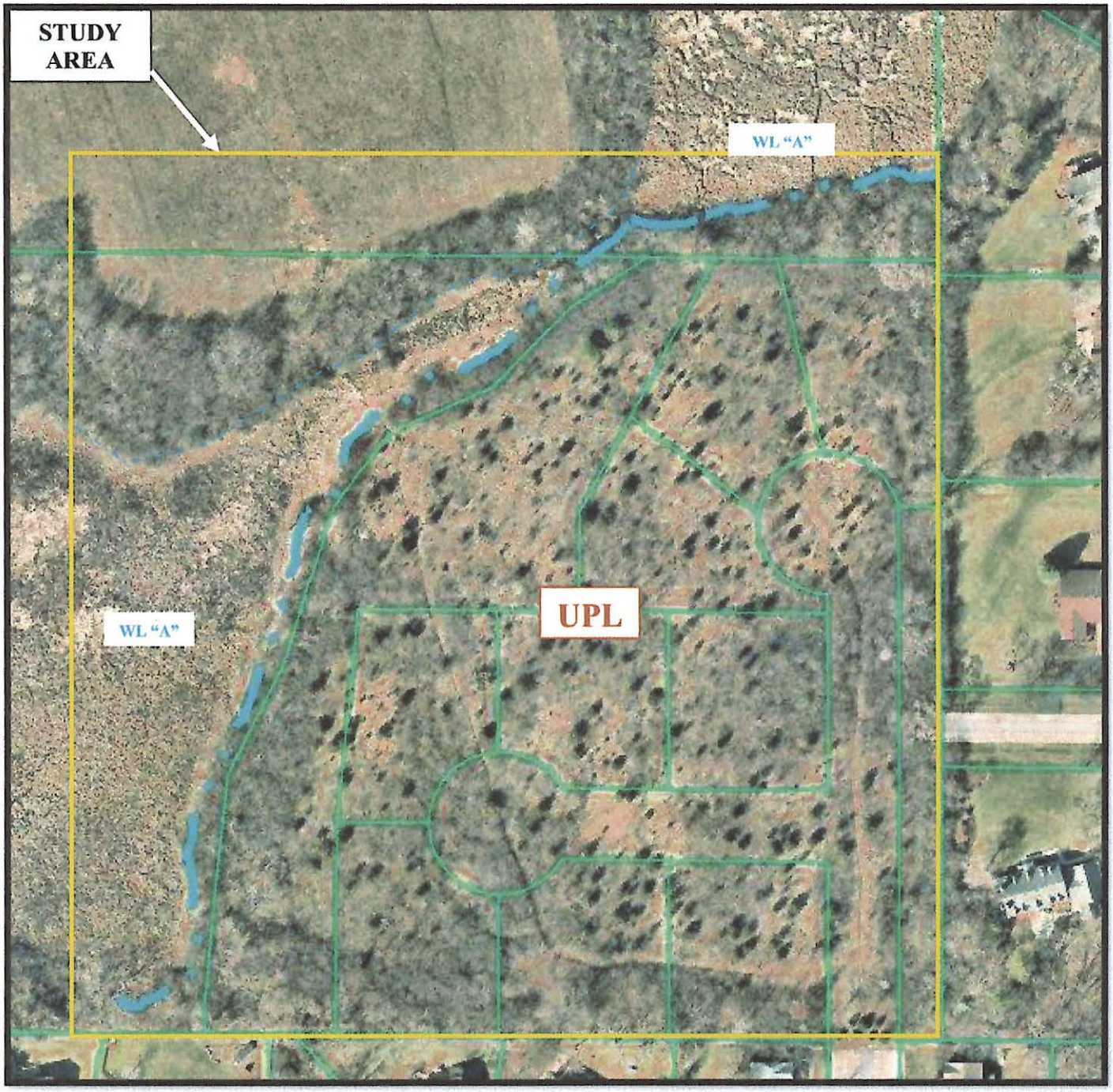


Exhibit 5: Representative Site Photos

View of **WL-A** posted at SW of site – facing NW

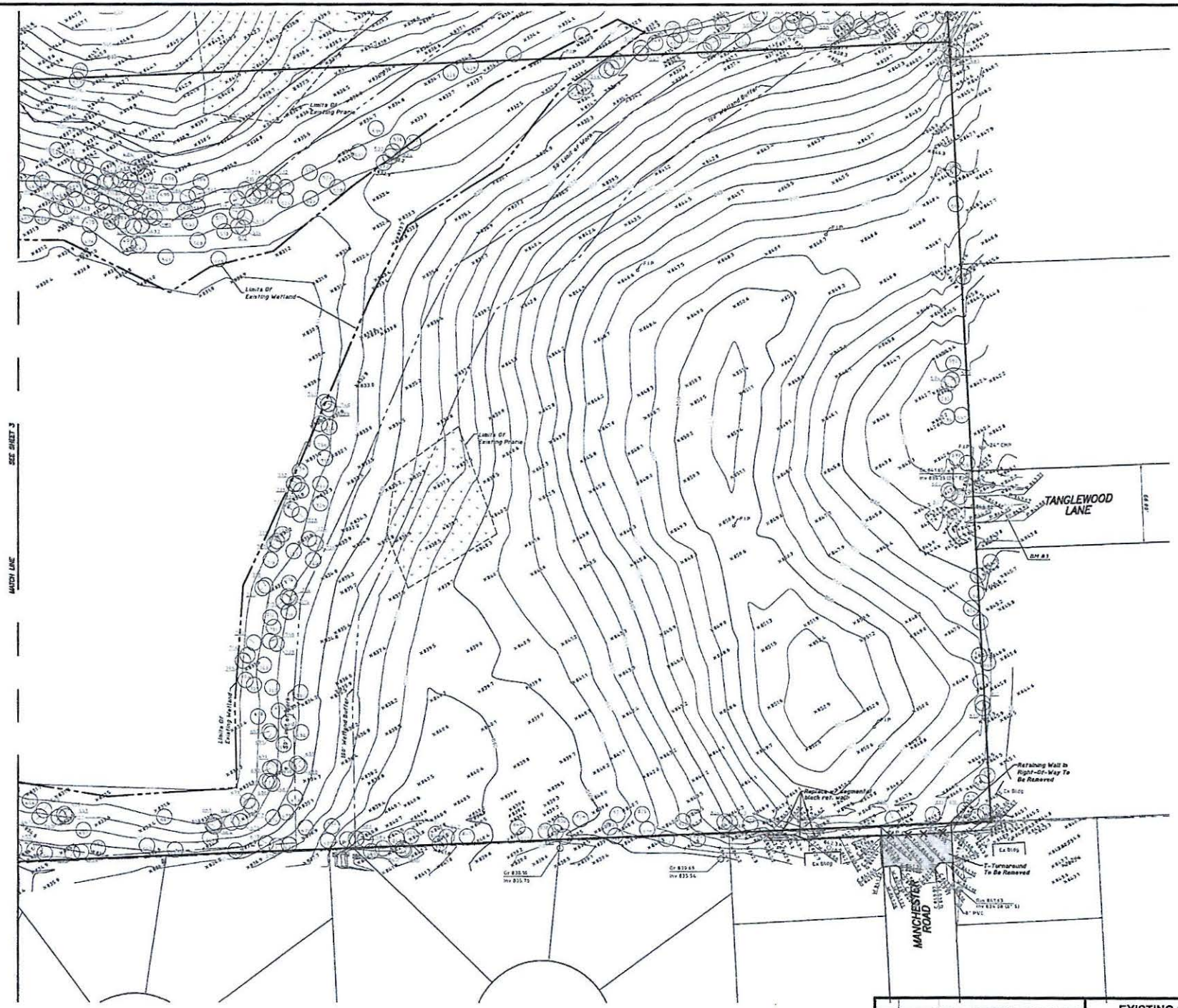
View of flagged **WL-A** at southwest
Wetland bordered by common buckthorn - facing NW

View of **WL-A** at west – cattail marsh facing W

View of **WL-A** posted and flagged at west of site – facing NW

Narrow channel at NW of site connecting two large depressions – facing NE

End flag #A28 at pipe outfall – NE of site facing N



LEGEND

Manhole
Catch Basin
Inlet
Clean Out
Flared End
Storm Sewer
Sanitary Sewer
Water Main
Fire Hydrant
Valve Vault
Buffalo Box
Gas Valve
Gas Line
Power Line
Hand Hole
Light Pole
Utility Pole
Guy Wire
IDT Pedestal
IDT Manhole
Telephone Line
CATV
Cable TV Line
Sign
Fence
Mailbox
Curb & Gutter
C 782.50 Curb Elevation
G 782.00 Gutter Elevation
P 783.25 Pavement Elevation
S 784.55 Shoulder Elevation
W 782.10 Sidewalk Elevation
784.0 Ground Elevation
Swale
781 Contour Line
Deciduous Tree
Coniferous Tree
Brushline

Demolition Legend

Pavement Removal
Wetland Impact
Structure Removal
Utility Removal
Fence Removal

Notes:

1. All existing buildings, garages, driveways, appurtenances shall be demolished and removed from the property. No attempt has been made to indicate or imply the timing of demolition work.
2. All construction vehicles shall be prohibited from entering wetland and floodway areas.
3. Contractor shall obtain all permits and be responsible for capping and removing existing utilities.
4. Contractor to coordinate utility disconnections with appropriate companies.
5. Existing septic system shall be removed per the requirements of the Lake County Health Department.

No.	Date	Revision
2	10-22-04	Site Plan Revisions
1	06-23-04	Site Plan Revisions

EXISTING CONDITIONS & DEMOLITION PLAN

MEADOW WOOD
PRELIM. SITE IMPROVEMENT PLAN
LAKE ZURICH, IL.

HAEGER
consulting engineers
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www.haeger

Designed: J.L.M. Drawn:
Scale: 1" = 40'
Date: 03-08-04

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MAINSTREET ORGANIZATION OF REALTORS®
VACANT LAND CONTRACT

[NOT TO BE USED FOR TEARDOWNS]

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."

Buyer Name(s) ***[PLEASE PRINT]*** Michael Naumowicz

Seller Name(s) ***[PLEASE PRINT]*** Mary Christine Misik

If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 6.0-7.99 acres commonly known as:

0 Manchester Road, Lake Zurich, IL 60047 Lake

Address/Lot # (If applicable) | City | State | Zip | County

Permanent Index Number(s) (If available): 14074020420000

3. PURCHASE PRICE AND PAYMENT: The Purchase Price is $ ~~675,000~~ 775,000. After [illegible] Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

a) CREDIT AT CLOSING: ***[IF APPLICABLE]*** Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit $ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

b) EARNEST MONEY: Earnest Money of $ 10,000 shall be tendered to Escrowee on or before 5 Business Days after Date of Acceptance. Additional Earnest Money, if any, of $ N/A shall be tendered by N/A. Earnest Money shall be held in trust for the mutual benefit of the Parties by ***[CHECK ONE]***:

☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee." **In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

4. CLOSING: Closing shall be on 90 days from acceptance, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

5. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.

[CHECK ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

LOAN CONTINGENCY: Not later than **forty-five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: ***[CHECK ONE]*** ☐ fixed; ☐ adjustable; ***[CHECK ONE]*** ☒ conventional; ☐ FHA; ☐ VA; ☐ USDA; ☐ other _____ loan for 65 % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed 9.75 % per annum, amortized over not less than 12 years. Buyer shall pay discount points not to exceed ____ % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,

then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

☐ ☐ ☐ ☐ **b) CASH TRANSACTION WITH NO MORTGAGE:** ***[ALL CASH]*** If this selection is made, Buyer will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

☐ ☐ ☐ ☐ **c) CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing**. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

7. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.

a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to which the Seller is not lawfully entitled.**

b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are $ _____ per _____ (and, if applicable, Master/Umbrella Association fees are $ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any special assessments by the Association(s) confirmed prior to Date of Acceptance.

c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

8. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or

d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

9. WAIVER OF PROFESSIONAL INSPECTIONS: ***[INITIAL IF APPLICABLE]*** _____ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

10. INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the property to its original condition and agrees to be responsible for any damage incurred while performing such inspections. **Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the appropriate governmental authorities.** Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically requested by Seller, Buyer shall not provide copies of any inspection report.

11. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within 40 Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFICED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

12. SOIL TEST/FLOOD PLAIN CONDITION: This Contract is subject to Buyer obtaining within 40 Business Days from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force and effect.

13. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: ***[IF APPLICABLE]*** The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

DS Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the

Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.

c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.

d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

15. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

16. ZONING: Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned: _____.

17. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments**. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

18. PLAT OF SURVEY: Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not acceptable.

19. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in this Contract as may be required to conform with this Contract. The cost of the [illegible] id by the Party

DS MN _____ Buyer Initials _____ Buyer Initials

DS _____ Seller Initials

requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

21. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding:

a) zoning or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

Seller furth
[INITIALS] There ***[CHECK ONE]*** ☐ is ☒ is not an unconfirmed pending special assessment affecting t ociation or governmental entity payable by Buyer after the date of Closing.
[INITIALS] he Real Estate ***[CHECK ONE]*** ☐ is ☒ is not located within a Special Assessment Area or Special Servi for which will not be the obligation of Seller after the year in which the Closing occurs.

All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

22. CONDITION OF REAL ESTATE AND INSPECTION: All refuse and personal property that is not conveyed to Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of Offer of this Contract, normal wear and tear excepted.

23. GOVERNMENTAL COMPLIANCE: The Parties agree to comply with the applicable reporting requirements of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if the Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent jurisdiction".

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior

to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.

g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.

[ ] [ ] [ ] [ ] **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____ ***[LICENSEE]*** acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

[ ] [ ] [ ] [ ] **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

[ ] [ ] [ ] [ ] **31. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by _____. Buyer's specified party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

☐☐ ☐☐ **32. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract ***[IDENTIFY BY TITLE]***: _____

_____

THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL VACANT LAND CONTRACT OF MAINSTREET ORGANIZATION OF REALTORS®.

6/20/2024	6/20/24
Date of Offer	**DATE OF ACCEPTANCE**
DocuSigned by: Michael Naumowicz FFB1A899C6C5461...	DocuSigned by: Mary Christine Misik 476382696F0C475...
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
Mike Naumowicz	Mary Christine Misik
Print Buyer(s) Name(s) ***[REQUIRED]***	Print Seller(s) Name(s) ***[REQUIRED]***
Michael Naumowicz	
Address ***[REQUIRED]***	Address ***[REQUIRED]***
8717 W Park Ln. Niles, IL 60714	
City, State, Zip ***[REQUIRED]***	City, State, Zip ***[REQUIRED]***
Phone / E-mail	Phone / E-mail

FOR INFORMATION ONLY

Real People Realty	28660	477013535			
Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #
3115 N. Wilke Rd. Suite S	Arlington Heights, IL	60005			
Address	City	Zip	Address	City	Zip
Teresa Rustman	258753	475189455			
Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #
224-430-0240					
Phone	Fax		Phone	Fax	
teresarustman@gmail.com					
E-mail			E-mail		
Buyer's Attorney	E-mail		Seller's Attorney	E-mail	
			Mathew Howeth	matthew@howethlawllc.com	
Address	City	State Zip	Address	City	State Zip
			1580 S Milwaukee Ave	Libertyville, IL 60048	
Phone	Fax		Phone	Fax	
Waterman Bank	(312)953-3114		847-915-6135		
Mortgage Company	Phone		Homeowner's/Condo Association (if any)	Phone	
Jon Crumlish					
Loan Officer	Phone/Fax		Management Co./Other Contact	Phone	
jcrumlish@watermanbank.com					
Loan Officer E-mail			Management Co./Other Contact E-mail		

Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
Seller rejection: This offer was presented to Seller on _____ at ____:____ ☐ a.m./☐ p.m. and rejected on _____ at ____:____ ☐ a.m./☐ p.m. ☐☐ ***SELLER INITIALS]***

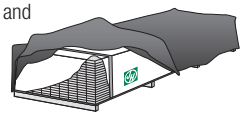
HardiePlank® Lap Siding

EFFECTIVE SEPTEMBER 2019

IMPORTANT: FAILURE TO FOLLOW JAMES HARDIE WRITTEN INSTALLATION INSTRUCTIONS AND COMPLY WITH APPLICABLE BUILDING CODES MAY VIOLATE LOCAL LAWS, AFFECT BUILDING ENVELOPE PERFORMANCE AND MAY AFFECT WARRANTY COVERAGE. FAILURE TO COMPLY WITH ALL HEALTH AND SAFETY REGULATIONS WHEN CUTTING AND INSTALLING THIS PRODUCT MAY RESULT IN PERSONAL INJURY. BEFORE INSTALLATION, CONFIRM YOU ARE USING THE CORRECT HARDIEZONE® PRODUCT INSTRUCTIONS BY VISITING HARDIEZONE.COM OR CALL 1-866-942-7343 (866-9-HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry planks on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



⚠ CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that airflow blows dust away from the user and others near the cutting area.
2. Cut using one of the following methods:
   - a. Best: Circular saw equipped with a HardieBlade® saw blade and attached vacuum dust collection system. Shears (manual, pneumatic or electric) may also be used, not recommended for products thicker than 7/16 in.
   - b. Better: Circular saw equipped with a dust collection feature (e.g. Roan® saw) and a HardieBlade saw blade.
   - c. Good: Circular saw equipped with a HardieBlade saw blade.

INDOORS

DO NOT grind or cut with a power saw indoors. Cut using shears (manual, pneumatic or electric) or the score and snap method, not recommended for products thicker than 7/16 in.

- DO NOT dry sweep dust; use wet dust suppression or vacuum to collect dust.
- For maximum dust reduction, James Hardie recommends using the "Best" cutting practices. Always follow the equipment manufacturer's instructions for proper operation.
- For best performance when cutting with a circular saw, James Hardie recommends using HardieBlade® saw blades.
- Go to jameshardiepros.com for additional cutting and dust control recommendations.

IMPORTANT: The Occupational Safety and Health Administration (OSHA) regulates workplace exposure to silica dust. For construction sites, OSHA has deemed that cutting fiber cement with a circular saw having a blade diameter less than 8 inches and connected to a commercially available dust collection system per manufacturer's instructions results in exposures below the OSHA Permissible Exposure Limit (PEL) for respirable crystalline silica, without the need for additional respiratory protection.

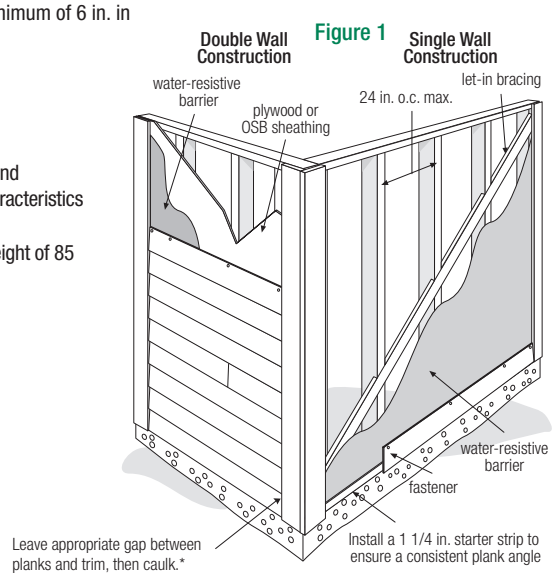
If you are unsure about how to comply with OSHA silica dust regulations, consult a qualified industrial hygienist or safety professional, or contact your James Hardie technical sales representative for assistance. James Hardie makes no representation or warranty that adopting a particular cutting practice will assure your compliance with OSHA rules or other applicable laws and safety requirements.

IMPORTANT: To prevent damage to the drip edge, extra care should be taken when removing planks from the pallet, while handling, and when installing with a lap gauge. Please see additional handling requirements on page 4.

GENERAL REQUIREMENTS:

- HardiePlank® lap siding can be installed over braced wood or steel studs, 20 gauge (33 mils) minimum to 16 gauge (54 mils) maximum, spaced a maximum of 24 in o.c. or directly to minimum 7/16 in thick OSB sheathing. See General Fastening Requirements. Irregularities in framing and sheathing can mirror through the finished application. Correct irregularities before installing siding.
- Information on installing James Hardie products over non-nailable substrates (ex: gypsum, foam,etc.) can be located in JH Tech Bulletin 19 at www.jamehardie.com
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap® Weather Barrier, a non-woven non-perforated housewrap[1], which complies with building code requirements.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6 in. in the first 10 ft..
- Do not use HardiePlank lap siding in Fascia or Trim applications.
- Do not install James Hardie products, such that they may remain in contact with standing water.
- HardiePlank lap siding may be installed on flat vertical wall applications only.
- For larger projects, including commercial and multi-family projects, where the span of the wall is significant in length, the designer and/or architect should take into consideration the coefficient of thermal expansion and moisture movement of the product in their design. These values can be found in the Technical Bulletin "Expansion Characteristics of James Hardie® Siding Products" at www.jameshardie.com.
- James Hardie Building Products provides installation /wind load information for buildings with a maximum mean roof height of 85 feet. For information on installations above 60 feet, please contact JH technical support.

Figure 1

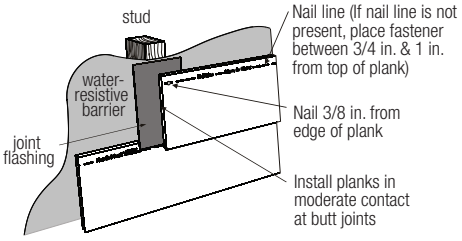


INSTALLATION: JOINT TREATMENT

One or more of the following joint treatment options are required by code *(as referenced 2009 IRC R703.10.2)*

A. Joint Flashing (James Hardie recommended)
B. Caulking* (Caulking is not recommended for ColorPlus for aesthetic reasons as the Caulking and ColorPlus will weather differently. For the same reason, do not caulk nail heads on ColorPlus products.)
C. "H" jointer cover

Figure 2



Note: Field painting over caulking may produce a sheen difference when compared to the field painted PrimePlus. *Refer to Caulking section in these instructions.
[1]For additional information on HardieWrap® Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

CLEARANCE AND FLASHING REQUIREMENTS

Figure 3
Roof to Wall

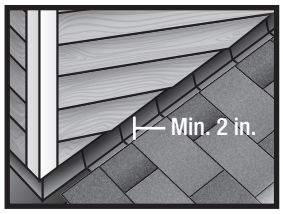


Figure 4
Horizontal Flashing

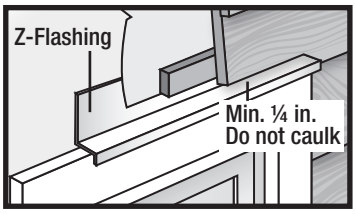


Figure 5
Kickout Flashing

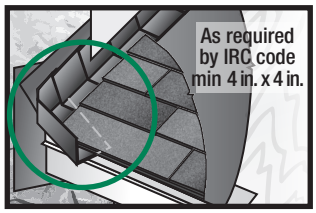


Figure 6
Slabs, Path, Steps to Siding

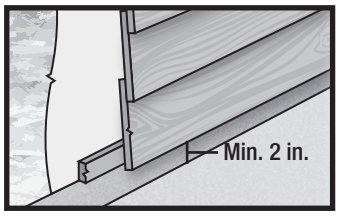


Figure 7
Deck to Wall

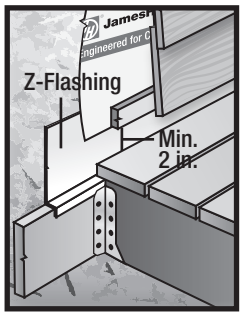


Figure 8
Ground to Siding

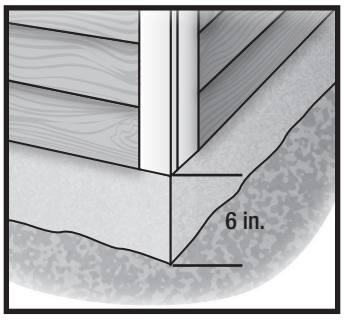


Figure 9
Gutter to Siding

Figure 10
Sheltered Areas

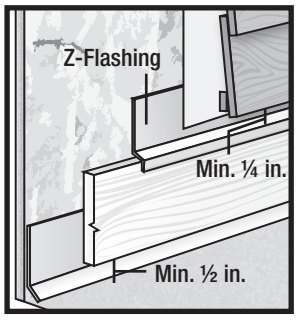


Figure 11
Mortar/Masonry

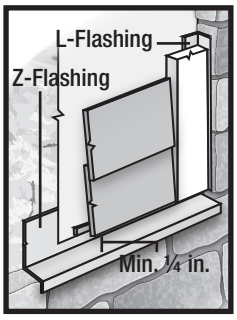


Figure 12
Drip Edge

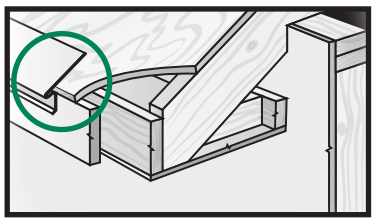


Figure 13
Block Penetration

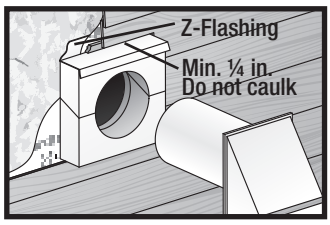


Figure 14
Valley/Shingle Extension

FASTENER REQUIREMENTS*

Refer to the applicable ESR report online to determine which fastener meets your wind load design criteria.

Blind Nailing is the preferred method of installation for HardiePlank® lap siding products. Face nailing should only be used where required by code for high wind areas and must not be used in conjunction with Blind nailing (Please see JH Tech bulletin 17 for exemption when doing a repair).

BLIND NAILING

Nails - Wood Framing
- Siding nail (0.09 in. shank x 0.221 in. HD x 2 in. long)
- 11ga. roofing nail (0.121 in. shank x 0.371 in. HD x 1.25 in. long)

Screws - Steel Framing
- Ribbed Wafer-head or equivalent (No. 8 x 1 1/4 in. long x 0.375 in. HD) Screws must penetrate 3 threads into metal framing.

Nails - Steel Framing
- ET & F Panelfast® nails or equivalent (0.10 in. shank x 0.313 in. HD x 1-1/2 in. long) Nails must penetrate minimum 1/4 in. into metal framing.

OSB minimum 7/16 in.
- Siding nail (0.09 in. shank x 0.215 in. HD x 1-1/2 in. long
- Ribbed Wafer-head or equivalent (No. 8 x 1 5/8 in. long x 0.375 in. HD).

FACE NAILING

Nails - Wood Framing
- 6d (0.113 in. shank x 0.267 in. HD x 2 in. long)
- Siding nail (0.09" shank x 0.221" HD x 2" long)

Screws - Steel Framing
- Ribbed Bugle-head or equivalent (No. 8-18 x 1-5/8 in. long x 0.323 in. HD) Screws must penetrate 3 threads into metal framing.

Nails - Steel Framing
- ET & F pin or equivalent (0.10 in. shank x 0.25 in. HD x 1-1/2 in. long) Nails must penetrate minimum 1/4 in. into metal framing.

OSB minimum 7/16 in.
- Siding nail (0.09 in. shank x 0.221 in. HD x 1-1/2 in. long)

*Also see General Fastening Requirements; and when considering alternative fastening options refer to James Hardie's Technical Bulletin USTB 5 - Fastening Tips for HardiePlank Lap Siding.

FASTENER REQUIREMENTS *continued*

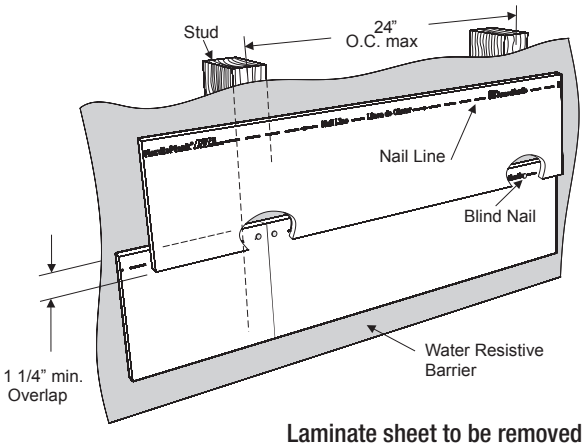


Figure 14

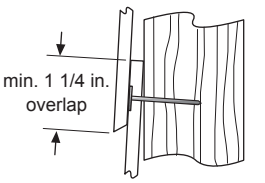
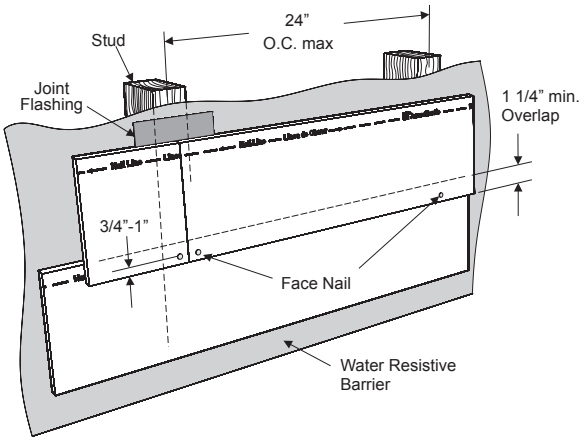


Figure 15



Laminate sheet to be removed immediately after installation of each course for ColorPlus® products.

Pin-backed corners may be done for aesthetic purposes only. Finish nails are recommended for pin-backs. Headed siding nails are allowed. Place pin-backs no closer than 1 in. from plank ends and 3/4 in. from plank edge into min. 3/8 in. wood structural panel. Pin-backs are not a substitute for blind or face nailing.

GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or in very humid climates.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5

- Consult applicable product evaluation or listing for correct fasteners type and placement to achieve specified design wind loads.
- NOTE: Published wind loads may not be applicable to all areas where Local Building Codes have specific jurisdiction. Consult James Hardie Technical Services if you are unsure of applicable compliance documentation.
- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space).
- NOTE: Whenever a structural member is present, HardiePlank should be fastened with even spacing to the structural member. The tables allowing direct to OSB or plywood should only be used when traditional framing is not available.

CUT EDGE TREATMENT

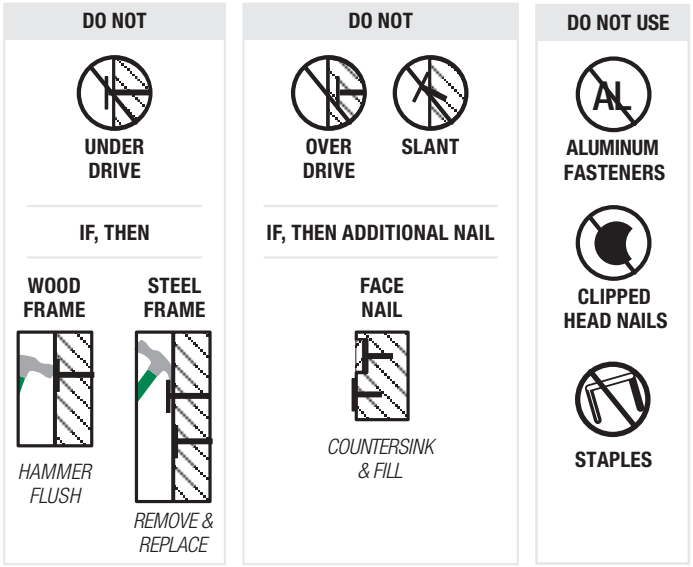
Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. **Note: some caulking manufacturers do not allow "tooling".**

PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).



PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® products. Factory-primed James Hardie products must be painted within 180 days of installation. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie ColorPlus® products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardiePlank® lap siding with ColorPlus® Technology.
- Laminate sheet must be removed immediately after installation of each course.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coaters, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

COVERAGE CHART/ESTIMATING GUIDE

Number of 12 ft. planks, does not include waste

COVERAGE AREA LESS OPENINGS	HARDIEPLANK® LAP SIDING WIDTH								
SQ (1 SQ = 100 sq.ft.)	(exposure)	5 1/4 4	6 1/4 5	7 1/4 6	7 1/2 6 1/4	8 6 3/4	8 1/4 7	9 1/4 8	9 1/2 8 1/4	12 10 3/4
1		25	20	17	16	15	14	13	13	9
2		50	40	33	32	30	29	25	25	19
3		75	60	50	48	44	43	38	38	28
4		100	80	67	64	59	57	50	50	37
5		125	100	83	80	74	71	63	63	47
6		150	120	100	96	89	86	75	75	56
7		175	140	117	112	104	100	88	88	65
8		200	160	133	128	119	114	100	100	74
9		225	180	150	144	133	129	113	113	84
10		250	200	167	160	148	143	125	125	93
11		275	220	183	176	163	157	138	138	102
12		300	240	200	192	178	171	150	150	112
13		325	260	217	208	193	186	163	163	121
14		350	280	233	224	207	200	175	175	130
15		375	300	250	240	222	214	188	188	140
16		400	320	267	256	237	229	200	200	149
17		425	340	283	272	252	243	213	213	158
18		450	360	300	288	267	257	225	225	167
19		475	380	317	304	281	271	238	238	177
20		500	400	333	320	296	286	250	250	186

This coverage chart is meant as a guide. Actual usage is subject to variables such as building design. James Hardie does not assume responsibility for over or under ordering of product.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

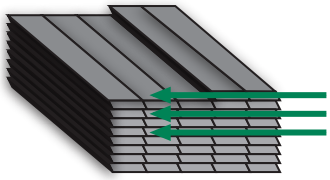
When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

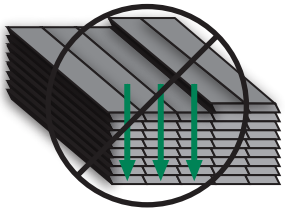
ADDITIONAL HANDLING REQUIREMENTS

IMPORTANT: To prevent damage to the drip edge, extra care should be taken when removing planks from the pallet, while handling, and when installing with a lap gauge. Planks are interlocked together on the pallet, therefore they should be removed from the pallet horizontally (side to side) to allow planks to unlock themselves from one another.

Pull from across the stack



Do not go down the stack



HS11117 P4/4 09/19

SILICA WARNING

DANGER: May cause cancer if dust from product is inhaled. Causes damage to lungs and respiratory system through prolonged or repeated inhalation of dust from product. Refer to the current product Safety Data Sheet before use. The hazard associated with fiber cement arises from crystalline silica present in the dust generated by activities such as cutting, machining, drilling, routing, sawing, crushing, or otherwise abrading fiber cement, and when cleaning up, disposing of or moving the dust. When doing any of these activities in a manner that generates dust you must (1) comply with the OSHA standard for silica dust and/or other applicable law, (2) follow James Hardie cutting instructions to reduce or limit the release of dust; (3) warn others in the area to avoid breathing the dust; (4) when using mechanical saw or high speed cutting tools, work outdoors and use dust collection equipment; and (5) if no other dust controls are available, wear a dust mask or respirator that meets NIOSH requirements (e.g. N-95 dust mask). During clean-up, use a well maintained vacuum and filter appropriate for capturing fine (respirable) dust or use wet clean-up methods - never dry sweep.

WARNING: This product can expose you to chemicals including respirable crystalline silica, which is known to the State of California to cause cancer. For more information go to P65Warnings.ca.gov.

RECOGNITION: In accordance with ICC-ES Evaluation Report ESR-2290, HardiePlank® lap siding is recognized as a suitable alternate to that specified in the 2006, 2009, 2012 & 2015 International Residential Code for One and Two-Family Dwellings, and the 2006, 2009, 2012 & 2015 International Building Code. HardiePlank lap siding is also recognized for application in the following: City of Los Angeles Research Report No. 24862, State of Florida Product Approval FL#13192, Miami-Dade County Florida NOA No. 17-0406.06, U.S. Dept. of HUD Materials Release 1263f, Texas Department of Insurance Product Evaluation EC-23, City of New York MEA 223-93-M, and California DSA PA-019. These documents should also be consulted for additional information concerning the suitability of this product for specific applications.

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Product warranties, safety information and additional installation information are available at jameshardiepros.com

JamesHardie™

Morati Series Post Top Light

Morati Series Post Top Light is a high-tech twist on an everyday fixture. Type V optics (Type III optional) produce a round distribution which is perfect for parking lots and pathways. Cutting edge LED technology provides maintenance-free operation combined with significant reduction in energy consumption. Add all that to a standard tenon top pole and you've got a simple and effective lighting solution.

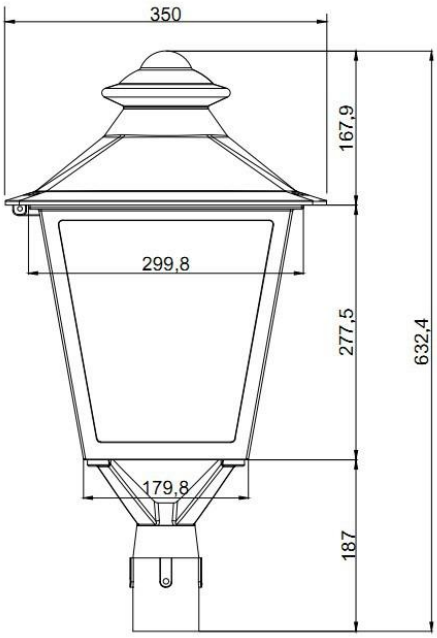
QUALIFICATIONS

- **ETL Listed:4009701**
  Suitable for Wet Locations
- **IESNA LM79 & LM-80 Testing**
  LED luminaires have been tested by an independent laboratory in accordance with IESNALM-79 and LM-80
- **DLC Qualification:**

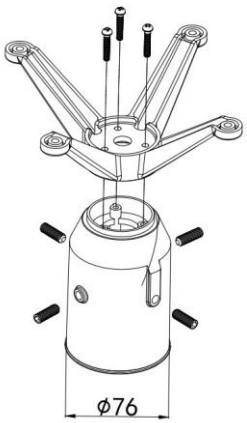
APPLICATION

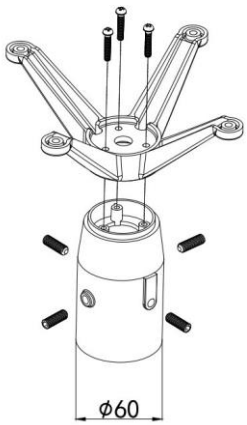
With IES classification Type V (Type III optional) , this led area light distributes light in a wide and uniform 360° pattern that is perfect for large outdoor areas such as parking lots, corporate parks, and retail settings.

DIMENSIONS



3inch and 2 3/8 inch Mount Base Interchangeable





CONSTRUCTION

- **IP Rating:**

Ingress Protection rating of IP65 for dust and water

- **Ambient Temperature:**

Suitable for up to 122° F (50° C) ambient temperature

- **Cold Weather Starting:**

The minimum starting temperature is -4°F /-20°C

- **Housing:**

Bronze or Black Aluminum

- **Mounting Methods:**

2” to pole top mount

- **Green Technology:**

Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

- **Gaskets:**

Silicon Gaskets

- **Lens:**

Frosted or transparent GLASS lens optional.

Light shied, Bird cone and ladder rest are NOT included as a standard structure. Please contact a sale representative to get a quote.

Our environmentally friendly polyester powder coating is formulated from high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

LED CHARACTERISTICS

- **LEDs:**

Multi-chip, high-output, long-life LEDs Color

- **Stability:**

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period.

- **Color Temp:**

3000K (Warm white), 4000K (Natural white), 5000K (Daylight)

- **Uniformity:**

Range of CCT follows the guidelines of the American National Standards for the Specifications for the Chromaticity of Solid-State Lighting (SSL) Products, ANSI c78.377.2011

- **Color Rendering Index:**

>70

ELECTRIAL

- **Drivers:**

100-277V, 50-60Hz,

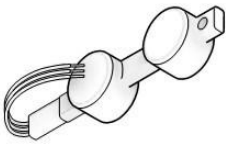
- **Power Factor > 0.9**
- **THD<15%**
- **NEMA Receptacle:**

3-prong twist lock receptacle with short-cap optional; compatible with 3-pring Photocell Sensors. 7-prong twist lock receptacle with short-cap optional; compatible with 7-pring Photocell Sensors.

Model	Input	Wattage	Color Temperature	Lumens	G.W	Carton size
YR-TP350-W120-MTCP	120-277Vac	40W-60W-80W-100W-120W tunable	30K-40K-50K tunable	max 13200lm	23.5 LBS	16in*16in*20in

ACCESSORIES

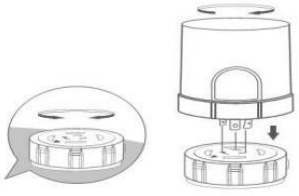
Surge Protector (Optional)



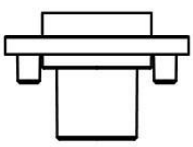
The SPD prevents downtime, improves reliability, and eliminates possible damage to luminaires. This the surge protector option for the luminaire has the maximum discharge current of 10,000A, and nominal discharge current of 3,000 A.

Photocell Assembly (Optional)

It is a Standard Three-Prong Twist Lock Photocell which is installed on the top of the Fixtures. Once the photocell is installed, the area light will automatically turn on and off, dusk to dawn.



Microware Motion Sensor (Optional)



This motion sensor allows extra energy savings without compromising convenience. With its signature 3-step dimming function, it is perfect for use in areas
notice before optionally switching off the light. Daylight (on/off) sensor is integrated for maximum energy saving.

max 13200lm

Hold Time adjustable:
5s / 1min / 5min / 10min / 15min / 20min / 30min / 1h

Stand-by period adjustable:
1min / 30min / 1h / infinity

Daylight (ambient light threshold) adjustable:
10lux / 30lux / 50lux / 100lux / 150lux / 200lux / 300lux / ***Disable***

Stand-by dimming level adjustable:
0% */ 20% / 30% / 50%*

Notice for users

- The input voltage and lamps should be matched, after connecting the power line, Please make sure the wiring section is insulated.
- Do not look directly at the lamp when it is working. It should be used when no one is around.
- In order to ensure the bactericidal effect, please clean up the dust and stains on the luminous surface in time.
- No-professionals, must not install and disassemble the lamps.

Troubleshooting

Issue	Check points
Light Flickers	Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can lead to premature failure. Lights with photocells can have photocell tag from ambient light or light reflecting back at the sensor. Simply cover the photocell completely and see if flickering continues while the photocell is covered. Call Tech Support for help if none of the above solves the issue.
Light does not work at all.	Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can lead to premature failure. If input voltage is not in the voltage range of the fixture, you will need to find the source of your input voltage issue. Call Tech Support for help if none of the above solves the issue.

For more technical information, install questions, troubleshooting help or warranty claims, we have a dedicated US Tech and Customer Support Team to help solve any issues you have and can be reached by email or phone. If you need help with any of our products, we are here for you so that you are never in the dark!

Stone Master® Grey-Mix Roma Manufactured Stone Veneer Siding (5.5 sq. ft.)

Model Number: 1446790 | Menards ® SKU: 1446790

SALE PRICE	$22.46
11% REBATE*	$2.47
PRICE AFTER REBATE*	**$19.99 /pkg**

✓ Delivery
✓ 19 In-Stock at LONG GROVE

PRICE	$30.99
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PRICE AFTER REBATE*	**$27.58 /pkg**

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✓ Delivery
✓ 15 In-Stock at LONG GROVE

PRICE	$30.99
11% REBATE*	$3.41
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***Please Note:** The 11% Rebate* is a mail-in-rebate in the form of merchandise credit check from Menards, valid on future in-store purchases only. The merchandise credit check is not valid towards purchases made on MENARDS.COM®. "Price After Rebate" is the Price or Sale Price, minus the savings you can receive from an 11% Mail-in Rebate* in the form of an in-store merchandise credit check. The 11% Rebate* is not a point-of-sale discount on any item purchased. Participating customers must mail their rebate receipt and completed rebate redemption form to the address on the redemption form to receive their merchandise credit check. See redemption form for details. Limited to stock on hand. No sorry slips. First come, first served. Future sale price adjustments, exchanges and merchandise returns will void the 11% rebate on the items adjusted, exchanged and/or returned. Rebate is valid on special ordered products but does not extend to the special ordering of any normally stocked items. Not good with any other coupons or offers except Menards® coupons, Menards rebates and manufacturers' coupons. Multiple receipts may accompany one rebate certificate. Menards reserves the right to limit purchases of any and all items to reasonable job lot quantities. Excludes event tickets, gift cards, propane purchases, delivery and handling charges, all rental items, KeyMe®, re-keying services, processing fees, packaging charges and extended service agreements. By submitting any rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at www.rebateinternational.com®