

AGENDA
MEETING OF THE
HIGHWOOD PLANNING AND ZONING COMMISSION

Wednesday May 14, 2025

6:00 p.m. Meeting

City Hall

2nd Floor

17 Highwood Avenue

Highwood, IL 60040

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
 - A. Approval of the Minutes from the Planning and Zoning Commission meeting dated November 13, 2024.
4. SCHEDULED NEW BUSINESS
 - 4.1 Petition for a Special Use Permit from Tang Wong, of Vape312 Highwood. Under Section 11-6 of the Highwood Zoning Ordinance to Permit the Use of 417 Sheridan Road, Highwood IL, 60040 being a commercial establishment in the MX-1 Downtown Mixed-Use Zoning District, as a vape shop.
5. ADJOURNMENT

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss:

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition of Alberto & Evencia)
Ocampo, 330 North Avenue,)
Highwood, Illinois)
(PIN# 16-15-211-017) Being a)
Residential Home in the R-3)
Residential Zoning District to)
Construct a Garage with)
Variances to the Required)
Setbacks and the Floor Area)
Ratio.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Highwood Planning and Zoning
Commission, at 17 Highwood Avenue, Highwood,
Illinois, on November 13, 2024, at the hour of
6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member; and
- MR. PAUL MARTINEZ, Member.

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
3 Attorney;

4 MR. SCOTT COREN, City Manager;

5 MR. ALBERTO OCAMPO, Petitioner;

6 MS. VANESSA OCAMPO, Petitioner's
7 Representative;

8 MS. YURI OCAMPO, Petitioner's
9 Representative.

10 MR. MEYER: This is a petition for
11 Alberto and Evancia Ocampo at 330 North Avenue
12 for a setback.

13 MR. JABLECKI: The request for variance
14 is to the setbacks in the floor area ratio to
15 construct a detached garage.

16 MR. BIAGI: Just the one variance?

17 MR. COREN: I believe, since we
18 published, they've also modified. So it's
19 meeting the setback requirements and, now, it's
20 only the FAR.

21 MR. MEYER: Can I get a --

22 MR. COREN: It's floor area ratio.

 It's one of our trickier concepts. It's the

1 amount of building that's on the property.

2 MR. JABLECKI: You need a motion to
3 open.

4 MR. MEYER: Yes. Make a motion to open
5 up the public meeting.

6 MR. BELUCH: I second it.

7 MR. JABLECKI: All in favor.

8 (All aye.)

9 MS. V. OCAMPO: Hi. Good evening. My
10 name is Vanessa Ocampo. I'm the youngest
11 daughter. This is Yuri Ocampo, the oldest, and
12 this is our dad, the owner, and the one that
13 wants to build the garage.

14 We're here requesting a variance to
15 build a garage at 330 North Avenue. My dad --
16 We have been there since '91. He's the owner of
17 the house. And, just a little background, my
18 parents immigrated from Mexico and have settled
19 in Highwood and have stayed in Highwood since.

20 We are all District 112 and 113
21 alums. We have all gone to college. I think
22 that our parents are an example of what the

06:21:58PM

06:22:31PM

1 American dream is and have really carried on the
2 legacy of education and the importance of family
3 and building a nice foundation of a family.

4 I think now it's our turn to give
5 back to our dad and help him to build his
6 garage. My sister will answer any questions.

7 MS. Y. OCAMPO: So he has been wanting
8 to build a garage forever. Obviously, the
9 language barrier is a little difficult with
10 getting permits and everything. So going into
11 this, we weren't really sure of everything that
12 went into it. We did meet with Mike, he helped
13 us a lot. We did turn in the application.

14 But we are requesting a floor area
15 variance for it, as he wants to make a
16 two-and-a-half garage -- sorry -- two-car
17 garage.

18 The person that's helping us or
19 that's doing it did modify some of the changes
20 that the city had requested, which we did, and
21 we're trying to work with the city for him to be
22 able to build a garage.

1 MR. COREN: The city had their
2 contractual plan review group review this. They
3 did make some modifications to the setbacks,
4 which is one of our more important codes. This
5 is just, you know, another victim of trying to
6 put a general code into Highwood's organic
7 group, I think is a nice way to put it. The
8 lots tend to be small, so you're not able to get
9 everything you need to on the property. In some
10 ways people have taken advantage of that in the
11 past.

12 With this specific spot, all of the
13 neighbors have detached garages that back up
14 against the park. This is, really, the best way
15 to utilize the space to have covered parking and
16 put more value into that property and it really
17 doesn't take anything away.

18 It's important to defend the floor
19 area ratio request in certain areas. This is
20 not one of those, in staff's opinion.

21 MR. MEYER: So the setback is covered
22 because you have to be -- I remember when I did

1 my garage. We already had a garage. We were
2 going to rebuild one and we had to move it three
3 feet because of the old code versus the new
4 code.

5 Is that what -- We're talking
6 about, the amount of space on the whole
7 property?

8 MR. COREN: The setback is the --

9 MR. MEYER: No. I understand the
10 setback is covered. But the floor, physically,
11 how much building is on that property and what
12 is the ratio and how much are they over?

13 MR. COREN: The allowable is 40 percent
14 and this is 51 percent. So, oftentimes, we try
15 to work with someone and convince them, Hey,
16 could you give up that extra 100 square feet?
17 This is not one of those circumstances. If you
18 do that, you're going to lose functionality of
19 the garage, whether it's a space or storage
20 space for bumping into other cars. That would
21 be a hardship.

22 MR. MARTINEZ: Is there a significant

1 elevation change between -- I think there is but
2 is there -- between where the proposed garage
3 would be and the part below or the part behind?

4 MR. COREN: This is a change in grade
5 but I wouldn't call it significant.

6 MR. MARTINEZ: The park is lower,
7 right?

8 MR. COREN: The park is lower.

9 MR. MARTINEZ: So, I mean, there's a
10 potential chance of it affecting the drainage.
11 I mean, relatively insignificant.

12 MR. COREN: Whenever you build
13 something, there is going to be some impact.
14 It's a small enough structure that, with
15 everything else, I don't anticipate anything.

16 MR. BIAGI: It would also be cohesive
17 with all of the houses to the west and there's
18 an open, sort of, lot right next-door, so it's
19 very fitting in the neighborhood and everything.
20 And the Ocampos have been wonderful neighbors
21 for many, many years and we look forward to them
22 building their garage.

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06:26:40PM

1 MR. BELUCH: I had a question. I know
2 they met the setback, but I looked at the
3 garages to the west. Is their setback going to
4 be in line with those garages or are you closer
5 in or is it still farther out but meets the
6 setback?

7 MS. Y. OCAMPO: It's farther out,
8 right?

9 MR. COREN: Sorry. Are you talking
10 about --

11 MR. BIAGI: Distance from the park to
12 the garage.

13 MR. BELUCH: The three houses to the
14 west have garages lined up. Is there -- When
15 they meet their setback requirement, are they
16 further into those? I wouldn't want them to be
17 farther out.

18 MR. COREN: I can only see the one from
19 the survey. It looks like it's approximately
20 the same.

21 MR. BELUCH: You want to keep it
22 consistent.

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06:27:34PM

1 MS. Y. OCAMPO: Yes.

2 MR. COREN: You're probably modifying
3 by a foot or two in either direction.

4 MR. BELUCH: I think to stay
5 consistent -- It's a foot out. Highwood is
6 nonconforming anyway.

7 MR. MEYER: Stop saying that.

8 MR. BELUCH: It's legal nonconforming,
9 every house.

06:28:03PM 10 MR. COREN: I think it will work. Even
11 if it's not quite uniform, it's worth having
12 that additional space. We run into a lot of
13 problems with neighbors who also want to build
14 into that setback, making sure that you have
15 those setbacks. Who knows what's going to
16 happen in the park some day.

17 MR. BELUCH: It's five feet more so
18 than the one next to it, yes.

19 MR. BIAGI: There's not as many
20 baseballs hitting those garages anymore,
21 thankfully.

22 MR. MEYER: Any more questions to the

1 committee members? Can we open this up to the
2 public? Anybody in the public have anything to
3 ask or comment on?

4 UNIDENTIFIED SPEAKER: Sounds like a
5 nice concept.

6 MR. MEYER: I make a motion to close
7 the open meeting.

8 MR. BELUCH: Second.

9 MR. MEYER: We have a motion and a
10 second.

11 All in favor.

12 (All aye.)

13 (Which were all of the
14 proceedings had in the
15 above-entitled cause.)

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06:29:07PM

STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
 KRISTI LANDOLINA,
 C.S.R. No. 084-004611,
 Notary Public, DuPage County

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STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition of Alberto & Evencia)
Ocampo, 330 North Avenue,)
Highwood, Illinois)
(PIN# 16-15-211-017) Being a)
Residential Home in the R-3)
Residential Zoning District to)
Construct a Garage with)
Variances to the Required)
Setbacks and the Floor Area)
Ratio.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Highwood Planning and Zoning
Commission, at 17 Highwood Avenue, Highwood,
Illinois, on November 13, 2024, at the hour of
6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member; and
- MR. PAUL MARTINEZ, Member.

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
3 Attorney;

4 MR. SCOTT COREN, City Manager;

5 MR. ALBERTO OCAMPO, Petitioner;

6 MS. VANESSA OCAMPO, Petitioner's
7 Representative;

8 MS. YURI OCAMPO, Petitioner's
9 Representative.

06:20:55PM

10 MR. MEYER: This is a petition for
11 Alberto and Evancia Ocampo at 330 North Avenue
12 for a setback.

13 MR. JABLECKI: The request for variance
14 is to the setbacks in the floor area ratio to
15 construct a detached garage.

16 MR. BIAGI: Just the one variance?

17 MR. COREN: I believe, since we
18 published, they've also modified. So it's
19 meeting the setback requirements and, now, it's
20 only the FAR.

06:21:30PM

21 MR. MEYER: Can I get a --

22 MR. COREN: It's floor area ratio.

It's one of our trickier concepts. It's the

1 amount of building that's on the property.

2 MR. JABLECKI: You need a motion to
3 open.

4 MR. MEYER: Yes. Make a motion to open
5 up the public meeting.

6 MR. BELUCH: I second it.

7 MR. JABLECKI: All in favor.

8 (All aye.)

06:21:58PM

9 MS. V. OCAMPO: Hi. Good evening. My
10 name is Vanessa Ocampo. I'm the youngest
11 daughter. This is Yuri Ocampo, the oldest, and
12 this is our dad, the owner, and the one that
13 wants to build the garage.

14 We're here requesting a variance to
15 build a garage at 330 North Avenue. My dad --
16 We have been there since '91. He's the owner of
17 the house. And, just a little background, my
18 parents immigrated from Mexico and have settled
19 in Highwood and have stayed in Highwood since.

06:22:31PM

20 We are all District 112 and 113
21 alums. We have all gone to college. I think
22 that our parents are an example of what the

1 American dream is and have really carried on the
2 legacy of education and the importance of family
3 and building a nice foundation of a family.

4 I think now it's our turn to give
5 back to our dad and help him to build his
6 garage. My sister will answer any questions.

06:23:11PM

7 MS. Y. OCAMPO: So he has been wanting
8 to build a garage forever. Obviously, the
9 language barrier is a little difficult with
10 getting permits and everything. So going into
11 this, we weren't really sure of everything that
12 went into it. We did meet with Mike, he helped
13 us a lot. We did turn in the application.

14 But we are requesting a floor area
15 variance for it, as he wants to make a
16 two-and-a-half garage -- sorry -- two-car
17 garage.

06:23:47PM

18 The person that's helping us or
19 that's doing it did modify some of the changes
20 that the city had requested, which we did, and
21 we're trying to work with the city for him to be
22 able to build a garage.

1 MR. COREN: The city had their
2 contractual plan review group review this. They
3 did make some modifications to the setbacks,
4 which is one of our more important codes. This
5 is just, you know, another victim of trying to
6 put a general code into Highwood's organic
7 group, I think is a nice way to put it. The
8 lots tend to be small, so you're not able to get
9 everything you need to on the property. In some
10 ways people have taken advantage of that in the
11 past.

06:24:22PM

12 With this specific spot, all of the
13 neighbors have detached garages that back up
14 against the park. This is, really, the best way
15 to utilize the space to have covered parking and
16 put more value into that property and it really
17 doesn't take anything away.

06:24:46PM

18 It's important to defend the floor
19 area ratio request in certain areas. This is
20 not one of those, in staff's opinion.

21 MR. MEYER: So the setback is covered
22 because you have to be -- I remember when I did

1 my garage. We already had a garage. We were
2 going to rebuild one and we had to move it three
3 feet because of the old code versus the new
4 code.

5 Is that what -- We're talking
6 about, the amount of space on the whole
7 property?

8 MR. COREN: The setback is the --

06:25:11PM

9 MR. MEYER: No. I understand the
10 setback is covered. But the floor, physically,
11 how much building is on that property and what
12 is the ratio and how much are they over?

13 MR. COREN: The allowable is 40 percent
14 and this is 51 percent. So, oftentimes, we try
15 to work with someone and convince them, Hey,
16 could you give up that extra 100 square feet?
17 This is not one of those circumstances. If you
18 do that, you're going to lose functionality of
19 the garage, whether it's a space or storage
20 space for bumping into other cars. That would
21 be a hardship.

06:25:42PM

22 MR. MARTINEZ: Is there a significant

1 elevation change between -- I think there is but
2 is there -- between where the proposed garage
3 would be and the part below or the part behind?

4 MR. COREN: This is a change in grade
5 but I wouldn't call it significant.

6 MR. MARTINEZ: The park is lower,
7 right?

8 MR. COREN: The park is lower.

06:26:09PM

9 MR. MARTINEZ: So, I mean, there's a
10 potential chance of it affecting the drainage.
11 I mean, relatively insignificant.

12 MR. COREN: Whenever you build
13 something, there is going to be some impact.
14 It's a small enough structure that, with
15 everything else, I don't anticipate anything.

16 MR. BIAGI: It would also be cohesive
17 with all of the houses to the west and there's
18 an open, sort of, lot right next-door, so it's
19 very fitting in the neighborhood and everything.

06:26:40PM

20 And the Ocampos have been wonderful neighbors
21 for many, many years and we look forward to them
22 building their garage.

1 MR. BELUCH: I had a question. I know
2 they met the setback, but I looked at the
3 garages to the west. Is their setback going to
4 be in line with those garages or are you closer
5 in or is it still farther out but meets the
6 setback?

7 MS. Y. OCAMPO: It's farther out,
8 right?

06:27:10PM

9 MR. COREN: Sorry. Are you talking
10 about --

11 MR. BIAGI: Distance from the park to
12 the garage.

13 MR. BELUCH: The three houses to the
14 west have garages lined up. Is there -- When
15 they meet their setback requirement, are they
16 further into those? I wouldn't want them to be
17 farther out.

18 MR. COREN: I can only see the one from
19 the survey. It looks like it's approximately
20 the same.

06:27:34PM

21 MR. BELUCH: You want to keep it
22 consistent.

1 MS. Y. OCAMPO: Yes.

2 MR. COREN: You're probably modifying
3 by a foot or two in either direction.

4 MR. BELUCH: I think to stay
5 consistent -- It's a foot out. Highway is
6 nonconforming anyway.

7 MR. MEYER: Stop saying that.

8 MR. BELUCH: It's legal nonconforming,
9 every house.

06:28:03PM

10 MR. COREN: I think it will work. Even
11 if it's not quite uniform, it's worth having
12 that additional space. We run into a lot of
13 problems with neighbors who also want to build
14 into that setback, making sure that you have
15 those setbacks. Who knows what's going to
16 happen in the park some day.

17 MR. BELUCH: It's five feet more so
18 than the one next to it, yes.

19 MR. BIAGI: There's not as many
20 baseballs hitting those garages anymore,
21 thankfully.

06:28:31PM

22 MR. MEYER: Any more questions to the

1 committee members? Can we open this up to the
2 public? Anybody in the public have anything to
3 ask or comment on?

4 UNIDENTIFIED SPEAKER: Sounds like a
5 nice concept.

6 MR. MEYER: I make a motion to close
7 the open meeting.

8 MR. BELUCH: Second.

9 MR. MEYER: We have a motion and a
10 second.

06:29:07PM

11 All in favor.

12 (All aye.)

13 (Which were all of the
14 proceedings had in the
15 above-entitled cause.)

16
17
18
19
20
21
22

STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
KRISTI LANDOLINA,
C.S.R. No. 084-004611,
Notary Public, DuPage County

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<p>Z</p>
<p>ZONING [1] - 1:3 Zoning [2] - 1:8, 1:12</p>

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss:

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition for a Special Use)
Permit from Section 11-6)
Of the Highwood Zoning)
Ordinance to Permit the)
Use of 43 Highwood Avenue)
PIN# 16-15-413-009 Being a)
Commercial Establishment in)
The MX-2 Downtown Mixed-Use)
Zoning District, as a Tattoo)
Parlor and Art Gallery.)

REPORT OF PROCEEDINGS had and testimony taken at the hearing of the above-entitled matter before the Highwood Planning and Zoning Commission, at 17 Highwood Avenue, Highwood, Illinois, on November 13, 2024, at the hour of 6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member; and
- MR. PAUL MARTINEZ, Member.

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
Attorney;

3 MR. SCOTT COREN, City Manager.
4 Community Development;

5 MS. HANNAH R. SAED, Attorney for
6 Petitioner;

7 MR. ORLANDO CAMACHO, Petitioner.

8 CHAIRMAN MEYER: We're going to call
9 the meeting to order.

10 MR. BELUCH: Pete Biagi?

11 MR. BIAGI: Here.

12 MR. BELUCH: Paul Martinez?

13 MR. MARTINEZ: Here.

14 MR. BELUCH: Joel Gettleman?

15 MR. GETTLEMAN: Here.

16 MR. BELUCH: Chris Meyer?

17 CHAIRMAN MEYER: Here.

18 MR. BELUCH: Frank Camporeale?

19 MR. CAMPOREALE: Yes.

20 MR. BELUCH: Mark Maresco?

21 MR. MARESCO: Yes.

22 MR. BELUCH: Paul Beluch, here.

06:00:26PM

06:00:32PM

1 Paul Fabbri?

2 (No response.)

3 CHAIRMAN MEYER: I assume you want to
4 push off minutes and get to business?

5 MR. COREN: We don't have any minutes.

6 CHAIRMAN MEYER: Are we going to go in
7 order?

8 MR. COREN: I don't believe the first
9 petitioner is here yet.

10 CHAIRMAN MEYER: We're not going to go
11 in order. So we're going to do the second one,
12 which is a petition for MX-2, tattoo parlor and
13 art gallery.

14 So we can open this up for a public
15 meeting, right?

16 MR. JABLECKI: Yes. You need to open
17 the public hearing for 4.2.

18 CHAIRMAN MEYER: I'm opening up the
19 meeting.

20 MR. BIAGI: I'll second.

21 CHAIRMAN MEYER: All in favor?

22 (All aye.)

06:00:55PM

06:01:28PM

1 MR. JABLECKI: Turn it over to the
2 petitioner.

3 CHAIRMAN MEYER: At your convenience.

4 MS. SAED: Thank you. I'll just need a
5 minute to set up this HDMI.

6 Good evening. Thank you,
7 Commission. Thank you, Scott, for being here.
8 I'm Hannah Saed. I'm an attorney at Elrod
9 Friedman; and, tonight, I'm representing the
10 petitioner, Orlando Camacho.

11 And we're requesting approval of a
12 special use permit for a tattoo parlor and an
13 art gallery in the MX-2 District. We note that
14 an art gallery is a permitted use in this
15 district, so the special use would just be for
16 the tattoo parlor.

17 Please, let us know if you have any
18 questions, along the way, we're more than happy
19 to answer.

20 So, an overview of the site, the
21 subject property is 43 Highwood Avenue, just
22 down the street. It is on the southwest corner

1 of Highwood Avenue and Green Bay Road. It is
2 zoned MX-2, which is the downtown mixed-use
3 district, and the comprehensive plan designates
4 it as a mixed-use downtown core.

5 It's in the same retail center as
6 the Windy City Cannabis, Blow By Blow, SLYCE
7 Pizza, and Alex's Washington Gardens Restaurant.

8 So the subject property comes with
9 two designated parking spaces in the back, right
10 here -- my mouse isn't showing up but in the --
11 in the south end of the property, that
12 rectangle, and the Highwood Metra UP Line that
13 connects Chicago, all the way up to Kenosha, is
14 just catty-corner from the property. Also, the
15 472 bus line that runs up and down Green Bay
16 Road, connecting Highwood and Highland Park,
17 runs just to the east of the property.

18 And the petitioner is the primary
19 artist and employee for the proposed use and he
20 intends to take public transit to the site. So
21 the two parking spaces will be designated for
22 customers. There's, also, plentiful parking on

1 Green Bay Road.

2 MR. MARESCO: Excuse me. This is the
3 old post office site, right?

4 MR. COREN: Yes.

5 MR. BIAGI: That's included
6 catty-corner, like this, that's part of the same
7 complex is what you were saying?

8 MS. SAED: I'm not familiar with the
9 old post office.

06:04:28PM 10 MR. COREN: Yes. Just being a little
11 familiar from when the entire area sold at
12 auction, I think in 2019, they purchased all of
13 the units, which includes Washington Gardens,
14 Blow By Blow, and the cannabis dispensary; and,
15 more recently, I think was Senator Morrison's
16 office.

17 MR. MARESCO: Okay. I didn't know it
18 was an L-shape as part of one. Okay. That's
19 fine.

06:04:50PM 20 MR. COREN: Some of the utilities are
21 connected. It's a mess.

22 MS. SAED: Yeah, so this is on the west

1 side.

2 MR. MARESCO: I know exactly what
3 you're talking about.

4 MS. SAED: Okay. Excellent.

5 MR. BIAGI: I have a question on the
6 parking. Is that on Highwood Avenue or is it
7 behind through that alley in the back?

8 MS. SAED: The parking is through that
9 alley in the back. So I can't point it out,
10 here, but it's right here (indicating).

11 MR. MARTINEZ: Would there be signage
12 indicating that patrons should be parking
13 behind?

14 MS. SAED: We can certainly add signage
15 that parking will be behind.

16 MR. MARTINEZ: It's kind of a secret
17 spot is the reason I ask.

18 CHAIRMAN MEYER: Maybe something in
19 front of the door.

20 MR. MARTINEZ: I'm not even sure if
21 it's permitted to have signs there indicated as
22 such.

06:05:07PM

06:05:24PM

1 The other question regarding, I
2 guess, parking is: What would be, like, your
3 expected hours? And, also, what would be the
4 approximate time that patrons would be there; in
5 other words, would people just be there for an
6 hour or two hours, five hours? And -- Like,
7 what are your hours.

8 MR. CAMACHO: That's in the next slide.
9 So during the week, we plan noon to 8:00 p.m.
10 Again, a lot of our clients usually -- at least
11 I'm hoping they will be taking public
12 transportation. But, usually, they are
13 estimated between an hour a person. Sometimes
14 we do get bigger projects that could take up to
15 four hours. Usually, that's what we use as a
16 catalyst. We tell people if it's a longer
17 session, four hours would be the max.

18 MR. MARTINEZ: Cool.

19 CHAIRMAN MEYER: I had a quick
20 question.

21 MS. SAED: Yes.

22 CHAIRMAN MEYER: You have no employees,

1 you're going to be the only person there?

2 MR. CAMACHO: I'm going to be the head
3 person. I will have two other people. I have
4 another artist that has been tattooing with me
5 for the last ten years in the city and, then,
6 another person who I have been working with for
7 another five years working in Lake Bluff.

8 CHAIRMAN MEYER: They would also be
9 taking public, I assume?

10 MR. CAMACHO: Yes. Exactly. Or
11 commute together.

12 CHAIRMAN MEYER: Thank you.

13 MS. SAED: Thank you.

14 I'll head back to --

15 MR. MARTINEZ: Sorry.

16 MS. SAED: Not a problem. Just to give
17 a broader overview of the use and the property.
18 So, also, regarding the parking, City Manager
19 Coren notified us that this use isn't more
20 intensive than the previous use, so we're under
21 the impression that we won't need parking,
22 really, for this site.

1 We do believe that this use
2 compliments surrounding uses. Highwood is a
3 major art scene. The Odd Originals, down the
4 street, recently had their grand opening. And
5 just from walking around the downtown area, you
6 could see that Highwood is definitely a home for
7 artists, whether it's visual artists, audio
8 artists. You know, 28 Mile Distillery has
9 their, you know, shows on the weekends.

06:07:37PM 10 Highwood is a very vibrant and attractive place
11 for artists, which is why we believe this will
12 be a great fit in the community.

13 We also know, for a number of
14 years, Highwood was home to a tattoo parlor that
15 was located not too far away. They also
16 received a special use permit and they had been
17 operating for a number of years until this past
18 August, so there seems to be a demand in this
19 area and there seems to be a void, also, because
20 that artist retired. So we think this is an
21 exciting new addition to the community.

22 I'm going to pass it off to Orlando

1 to discuss the space and his vision.

2 MR. CAMACHO: Okay. So the space is
3 about 1,545 square feet. It's currently vacant.
4 It has been vacant for the last two years. At
5 least that's what the city -- the property owner
6 has told me.

7 There is a large space that's for
8 the lobby where we will plan to have people
9 sitting, waiting. Then a larger area where we
10 plan to have workstations. There is also two
11 little offices that we'll be using sparingly.

12 As far as anything that needs to be
13 done or made up inside of the space, I think the
14 only thing that's missing is a handwashing sink
15 to make it compliant with the State Health
16 Board. And, then, other than that, it's just,
17 kind of, cosmetic stuff, lights for us to be
18 able to work in there and have enough space, and
19 stuff like that.

20 Any questions?

21 MR. BIAGI: Do you have to be licensed
22 by the state to -- because there's some blood

1 and health issues?

2 MR. CAMACHO: All artists, if you're
3 working professionally, have to have a
4 bloodborne pathogen license. That's in order to
5 make sure you know how to properly handle and
6 throw away material that may be contaminated
7 with blood. There is also -- I will have to
8 have a company that will come and pick up the
9 sharps containers from us for proper disposal.

10 MR. MARESCO: Kind of like medical
11 disposal?

12 MR. CAMACHO: Exactly. That's a
13 contract I will have to make and they will pick
14 up that stuff for us.

15 MR. MARESCO: How many stations are you
16 going to have? If you already mentioned it,
17 sorry.

18 MR. CAMACHO: Right now, there's enough
19 space for four stations. I don't like to be
20 cramped up when we're tattooing, so there will
21 be only three stations. That's pretty much it.

22 Any other questions?

06:09:51PM

06:10:08PM

1 MR. BELUCH: This tattoo
2 parlor/gallery, how much of your use of the
3 space usage there is going to be gallery and
4 what kind of gallery?

5 MR. CAMACHO: So, for the gallery, we
6 imagined, it's going to be quarterly art shows.
7 The tattoo stations are movable, so I plan on
8 moving that to -- outside of the area when we're
9 presenting art gallery shows and/or we might be
10 doing some -- what's it called -- bookbinding --
11 community bookbinding events.

12 I have a friend that's right here
13 at Ragdale and that's, kind of, one of their
14 practices that they have been doing for many,
15 many years. And so we hope we will have a night
16 where we can invite the community to just learn
17 how to make books. With that, again, we move
18 all of the tattoo stations out of the way, so
19 that larger work area would double as the
20 gallery, as well.

21 CHAIRMAN MEYER: That would be, like,
22 once a -- I was not understanding.

1 MR. CAMACHO: So quarterly would be,
2 like, every three months we have an actual art
3 show.

4 CHAIRMAN MEYER: For one day?

5 MR. CAMACHO: Like, an opening and art
6 work displayed.

7 CHAIRMAN MEYER: Four days a year?

8 MR. CAMACHO: Exactly. For the gallery
9 show. As far as for the bookbinding, it might
10 be once a month. It just, really, depends on
11 the other artists.

12 CHAIRMAN MEYER: More of a tattoo shop
13 and side gig of gallery?

14 MR. CAMACHO: Correct.

15 CHAIRMAN MEYER: So, on any day, you
16 won't have an artist, it looks like.

17 MR. CAMACHO: The art will be displayed
18 for three months at a time. We will have an
19 actual opening night and, then, after that, you
20 can come in.

21 CHAIRMAN MEYER: People can come in and
22 just look at the art and not get a tattoo.

06:11:31PM

06:11:50PM

1 MR. CAMACHO: And not get a tattoo,
2 correct. You don't have to get a tattoo.

3 MR. MARTINEZ: Do you have an
4 expectation when you would have the art
5 openings? The reason I ask is that that corner
6 does get pretty busy around the times of, say,
7 3:30 to 8:00. You know, after -- after 5:00 --
8 From 5:00 to 8:00, it's a very active corner.

9 MR. CAMACHO: Very busy, yes. Yes.

10 MR. MARTINEZ: My question would be:
11 Would you anticipate having, say, a quarterly
12 art show, like, a Friday night at 6:00?

13 MR. CAMACHO: I would want to take a
14 look at what the community has before I try to
15 do anything. It would be nice to also get brand
16 new people to walk through into openings.
17 Especially for artists, it would be nicer to
18 have the space filled so they could take full
19 advantage of the space.

20 For that, I think it's just going
21 to be more of feeling that out and understanding
22 the community and how much, like, traffic I get.

1 MR. MARTINEZ: One other question,
2 somewhat related. We saw the rendering in the
3 packet of the facade and the signage. Would you
4 anticipate having, like, say, sandwich sidewalk
5 boards, sort of, like Windy City has?

6 MR. CAMACHO: I'm not a big fan of
7 sandwich boards as much. If I did, I would
8 bring it up to you guys before I put anything
9 out there.

10 MS. SAED: To see what's compliant with
11 the code.

12 MR. CAMACHO: Correct.

13 MR. MARESCO: To, kind of, piggyback on
14 that, looking at what was submitted in the
15 proposal, it seemed like just block lettering.

16 MR. CAMACHO: Yes.

17 MR. MARESCO: Usually, when you think
18 of a tattoo parlor, you think of bright colors,
19 you know, not talking about neon signs --

20 MR. CAMACHO: No. No. I had two
21 different designs. One was a little bit more
22 artistic where the letters were stacked together

06:13:12PM

06:13:30PM

1 and off to the side; but I was told, perhaps,
2 this would fit a little bit more with the town's
3 aesthetics. We just wanted to make sure that
4 we're compliant.

5 MR. JABLECKI: Any signage would have
6 to go through ARC approval.

7 MR. CAMACHO: Right.

8 Anything else?

9 MR. MARTINEZ: There it is.

10 MR. CAMACHO: There it is.

11 MS. SAED: These goose neck lights
12 would remain as they are existing in the
13 picture.

14 MR. CAMACHO: For the signage on the
15 door, it's pretty much that but with the hours
16 of operation. I would also -- Like I said,
17 maybe, if we need to, we can put another
18 lettering or something that says there's
19 additional parking in the rear. Again, as long
20 as it's compliant.

21 Any other questions?

22 CHAIRMAN MEYER: Do we open it up to

1 the public?

2 MR. JABLECKI: Exactly.

3 MS. SAED: We have a few more slides.

4 CHAIRMAN MEYER: I'm sorry. My
5 apologies.

6 MR. CAMACHO: So for the tattoo space,
7 again, we're trying to do something that's
8 beyond just tattoos. We wanted to make sure
9 it's offering an artistic community within
10 Highwood. I, kind of, chose the town because I
11 saw the restaurants, I saw the art, and I
12 figured that it would be a great fit for
13 something that I'm trying to do. It's not just
14 going to be, like, a biker tattoo sort of thing.
15 I wanted to elevate the work.

16 I, myself, went to the School of
17 Art Institute and just want to push that sort of
18 idea in tattooing, that it's more than just,
19 like, bikers and tattoos.

20 As far as the space, again, we're
21 trying to make sure that everyone can come into
22 the space and is welcome; make sure that if you

1 have ideas, we can help you translate that into
2 a tattoo. Like I said, both myself and my
3 friend, Cory Zayon (phonetic), is an artist of
4 20 years in the tattooing business and, then, a
5 younger guy who, also, is learning and doing
6 really great work. We wanted to make sure the
7 town has good work behind it.

8 MS. SAED: We, also, noted in the staff
9 report that the tattooing industry is growing.
10 So, for that reason, also we think that this
11 could be a great potential use for this site and
12 a use for the city.

13 To wrap things up, as we said, the
14 proposed use will be a great destination, not
15 only for locals but we think that it will draw
16 people from all over the Chicagoland area. It's
17 right off the Metra. It is interconnected with
18 the surrounding communities. It's really close
19 to the interstate just to the west. So this is
20 a great opportunity to bring a new and creative
21 use to this space.

22 The nearest tattoo parlor from here

1 is about 10 miles west and there's another one
2 10 miles north. So this is not a highly
3 competitive space, at least in this area. Also,
4 this isn't a very intensive use. So tattooing
5 is a fairly quiet business. All noise will be
6 contained to the site. You know, no, like, rock
7 music playing while they are tattooing or
8 anything like that. We don't believe this will
9 cause any negative externalities to neighbors or
10 impact the neighborhood esthetic.

06:17:11PM

11 If you have any more questions,
12 we'll be happy to answer. Thank you all very
13 much for your time.

14 CHAIRMAN MEYER: Thank you. At this
15 time, we open it up to the public for any
16 comment or questions.

17 (No response.)

18 MR. JABLECKI: If there's no more
19 questions from the commissioners, you can close
20 the public hearing and discuss.

06:17:43PM

21 CHAIRMAN MEYER: You guys all good?

22 Now we close it down. You can sit

1 down now.

2 MR. JABLECKI: Motion to close the
3 public hearing.

4 MR. MARESCO: Make a motion to close
5 the public hearing.

6 MR. BIAGI: Second.

7 CHAIRMAN MEYER: All in favor.

8 (All aye.)

9 (Which were all of the
10 proceedings had in the
11 above-entitled cause.)

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STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
 KRISTI LANDOLINA,
 C.S.R. No. 084-004611,
 Notary Public, DuPage County

0	14:19 add [1] - 7:14 addition [1] - 10:21 additional [1] - 17:19 advantage [1] - 15:19	BELUCH [9] - 1:17, 2:10, 2:12, 2:14, 2:16, 2:18, 2:20, 2:22, 13:1 beyond [1] - 8:13 beyond [1] - 18:8 BIAGI [7] - 1:18, 2:11, 3:20, 6:5, 7:5, 11:21, 21:6 Biagi [1] - 2:10 big [1] - 16:6 bigger [1] - 8:14 biker [1] - 18:14 bikers [1] - 18:19 bit [2] - 16:21, 17:2 block [1] - 16:15 blood [2] - 11:22, 12:7 bloodborne [1] - 12:4 Blow [4] - 5:6, 6:14 Bluff [1] - 9:7 Board [1] - 11:16 BOARD [1] - 1:15 boards [2] - 16:5, 16:7 bookbinding [3] - 13:10, 13:11, 14:9 books [1] - 13:17 brand [1] - 15:15 bright [1] - 16:18 bring [2] - 16:8, 19:20 broader [1] - 9:17 bus [1] - 5:15 business [3] - 3:4, 19:4, 20:5 busy [2] - 15:6, 15:9	catty-corner [2] - 5:14, 6:6 center [1] - 5:5 certainly [1] - 7:14 Certified [1] - 22:3 certify [1] - 22:7 Chairman [1] - 1:16 CHAIRMAN [24] - 2:8, 2:17, 3:3, 3:6, 3:10, 3:18, 3:21, 4:3, 7:18, 8:19, 8:22, 9:8, 9:12, 13:21, 14:4, 14:7, 14:12, 14:15, 14:21, 17:22, 18:4, 20:14, 20:21, 21:7 Chicago [1] - 5:13 Chicagoland [1] - 19:16 chose [1] - 18:10 CHRIS [1] - 1:16 Chris [1] - 2:16 city [3] - 9:5, 11:5, 19:12 City [4] - 2:3, 5:6, 9:18, 16:5 clients [1] - 8:10 close [5] - 19:18, 20:19, 20:22, 21:2, 21:4 code [1] - 16:11 colors [1] - 16:18 commencement [1] - 22:7 comment [1] - 20:16 Commercial [1] - 1:8 COMMISSION [1] - 1:3 Commission [2] - 1:12, 4:7 commissioners [1] - 20:19 communities [1] - 19:18 Community [1] - 2:4 community [7] - 10:12, 10:21, 13:11, 13:16, 15:14, 15:22, 18:9 commute [1] - 9:11 company [1] - 12:8 competitive [1] - 20:3 complete [1] - 22:15 complex [1] - 6:7 compliant [4] - 11:15, 16:10, 17:4, 17:20 compliments [1] - 10:2 comprehensive [1] - 5:3	connected [1] - 6:21 connecting [1] - 5:16 connects [1] - 5:13 contained [1] - 20:6 containers [1] - 12:9 contaminated [1] - 12:6 contract [1] - 12:13 convenience [1] - 4:3 cool [1] - 8:18 core [1] - 5:4 COREN [6] - 2:3, 3:5, 3:8, 6:4, 6:10, 6:20 Coren [1] - 9:19 corner [5] - 4:22, 5:14, 6:6, 15:5, 15:8 correct [4] - 14:14, 15:2, 16:12, 22:15 Cory [1] - 19:3 cosmetic [1] - 11:17 County [2] - 22:6, 22:22 COUNTY [2] - 1:2, 22:2 cramped [1] - 12:20 creative [1] - 19:20 customers [1] - 5:22	
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STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition for a Special Use)
Permit from Section 11-6)
Of the Highwood Zoning)
Ordinance to Permit the)
Use of 43 Highwood Avenue)
PIN# 16-15-413-009 Being a)
Commercial Establishment in)
The MX-2 Downtown Mixed-Use)
Zoning District, as a Tattoo)
Parlor and Art Gallery.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Highwood Planning and Zoning
Commission, at 17 Highwood Avenue, Highwood,
Illinois, on November 13, 2024, at the hour of
6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member; and
- MR. PAUL MARTINEZ, Member.

2

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
Attorney;

3

4 MR. SCOTT COREN, City Manager.
Community Development;

5 MS. HANNAH R. SAED, Attorney for
Petitioner;

6

7 MR. ORLANDO CAMACHO, Petitioner.

8 CHAIRMAN MEYER: We're going to call
9 the meeting to order.

10 MR. BELUCH: Pete Biagi?

11 MR. BIAGI: Here.

12 MR. BELUCH: Paul Martinez?

13 MR. MARTINEZ: Here.

14 MR. BELUCH: Joel Gettleman?

15 MR. GETTLEMAN: Here.

16 MR. BELUCH: Chris Meyer?

17 CHAIRMAN MEYER: Here.

18 MR. BELUCH: Frank Camporeale?

19 MR. CAMPOREALE: Yes.

20 MR. BELUCH: Mark Maresco?

21 MR. MARESCO: Yes.

22 MR. BELUCH: Paul Beluch, here.

3

1 Paul Fabbri?

2 (No response.)

3 CHAIRMAN MEYER: I assume you want to
4 push off minutes and get to business?

5 MR. COREN: We don't have any minutes.

6 CHAIRMAN MEYER: Are we going to go in
7 order?

8 MR. COREN: I don't believe the first
9 petitioner is here yet.

10 CHAIRMAN MEYER: We're not going to go
11 in order. So we're going to do the second one,
12 which is a petition for MX-2, tattoo parlor and
13 art gallery.

14 So we can open this up for a public
15 meeting, right?

16 MR. JABLECKI: Yes. You need to open
17 the public hearing for 4.2.

18 CHAIRMAN MEYER: I'm opening up the
19 meeting.

20 MR. BIAGI: I'll second.

21 CHAIRMAN MEYER: All in favor?

22 (All aye.)

4

1 MR. JABLECKI: Turn it over to the
2 petitioner.

3 CHAIRMAN MEYER: At your convenience.

4 MS. SAED: Thank you. I'll just need a
5 minute to set up this HDMI.

6 Good evening. Thank you,
7 Commission. Thank you, Scott, for being here.
8 I'm Hannah Saed. I'm an attorney at Elrod
9 Friedman; and, tonight, I'm representing the
10 petitioner, Orlando Camacho.

11 And we're requesting approval of a
12 special use permit for a tattoo parlor and an
13 art gallery in the MX-2 District. We note that
14 an art gallery is a permitted use in this
15 district, so the special use would just be for
16 the tattoo parlor.

17 Please, let us know if you have any
18 questions, along the way, we're more than happy
19 to answer.

20 So, an overview of the site, the
21 subject property is 43 Highwood Avenue, just
22 down the street. It is on the southwest corner

5

1 of Highwood Avenue and Green Bay Road. It is
2 zoned MX-2, which is the downtown mixed-use
3 district, and the comprehensive plan designates
4 it as a mixed-use downtown core.

5 It's in the same retail center as
6 the Windy City Cannabis, Blow By Blow, SLYCE
7 Pizza, and Alex's Washington Gardens Restaurant.

8 So the subject property comes with
9 two designated parking spaces in the back, right
10 here -- my mouse isn't showing up but in the --
11 in the south end of the property, that
12 rectangle, and the Highwood Metra UP Line that
13 connects Chicago, all the way up to Kenosha, is
14 just catty-corner from the property. Also, the
15 472 bus line that runs up and down Green Bay
16 Road, connecting Highwood and Highland Park,
17 runs just to the east of the property.

18 And the petitioner is the primary
19 artist and employee for the proposed use and he
20 intends to take public transit to the site. So
21 the two parking spaces will be designated for
22 customers. There's, also, plentiful parking on

1 Green Bay Road.
 2 MR. MARESCO: Excuse me. This is the
 3 old post office site, right?
 4 MR. COREN: Yes.
 5 MR. BIAGI: That's included
 6 catty-corner, like this, that's part of the same
 7 complex is what you were saying?
 8 MS. SAED: I'm not familiar with the
 9 old post office.
 10 MR. COREN: Yes. Just being a little
 11 familiar from when the entire area sold at
 12 auction, I think in 2019, they purchased all of
 13 the units, which includes Washington Gardens,
 14 Blow By Blow, and the cannabis dispensary; and,
 15 more recently, I think was Senator Morrison's
 16 office.
 17 MR. MARESCO: Okay. I didn't know it
 18 was an L-shape as part of one. Okay. That's
 19 fine.
 20 MR. COREN: Some of the utilities are
 21 connected. It's a mess.
 22 MS. SAED: Yeah, so this is on the west

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1 side.
 2 MR. MARESCO: I know exactly what
 3 you're talking about.
 4 MS. SAED: Okay. Excellent.
 5 MR. BIAGI: I have a question on the
 6 parking. Is that on Highwood Avenue or is it
 7 behind through that alley in the back?
 8 MS. SAED: The parking is through that
 9 alley in the back. So I can't point it out,
 10 here, but it's right here (indicating).
 11 MR. MARTINEZ: Would there be signage
 12 indicating that patrons should be parking
 13 behind?
 14 MS. SAED: We can certainly add signage
 15 that parking will be behind.
 16 MR. MARTINEZ: It's kind of a secret
 17 spot is the reason I ask.
 18 CHAIRMAN MEYER: Maybe something in
 19 front of the door.
 20 MR. MARTINEZ: I'm not even sure if
 21 it's permitted to have signs there indicated as
 22 such.

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06:05:24PM

1 The other question regarding, I
 2 guess, parking is: What would be, like, your
 3 expected hours? And, also, what would be the
 4 approximate time that patrons would be there; in
 5 other words, would people just be there for an
 6 hour or two hours, five hours? And -- Like,
 7 what are your hours.
 8 MR. CAMACHO: That's in the next slide.
 9 So during the week, we plan noon to 8:00 p.m.
 10 Again, a lot of our clients usually -- at least
 11 I'm hoping they will be taking public
 12 transportation. But, usually, they are
 13 estimated between an hour a person. Sometimes
 14 we do get bigger projects that could take up to
 15 four hours. Usually, that's what we use as a
 16 catalyst. We tell people if it's a longer
 17 session, four hours would be the max.
 18 MR. MARTINEZ: Cool.
 19 CHAIRMAN MEYER: I had a quick
 20 question.
 21 MS. SAED: Yes.
 22 CHAIRMAN MEYER: You have no employees,

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06:06:22PM

1 you're going to be the only person there?
 2 MR. CAMACHO: I'm going to be the head
 3 person. I will have two other people. I have
 4 another artist that has been tattooing with me
 5 for the last ten years in the city and, then,
 6 another person who I have been working with for
 7 another five years working in Lake Bluff.
 8 CHAIRMAN MEYER: They would also be
 9 taking public, I assume?
 10 MR. CAMACHO: Yes. Exactly. Or
 11 commute together.
 12 CHAIRMAN MEYER: Thank you.
 13 MS. SAED: Thank you.
 14 I'll head back to --
 15 MR. MARTINEZ: Sorry.
 16 MS. SAED: Not a problem. Just to give
 17 a broader overview of the use and the property.
 18 So, also, regarding the parking, City Manager
 19 Coren notified us that this use isn't more
 20 intensive than the previous use, so we're under
 21 the impression that we won't need parking,
 22 really, for this site.

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1 We do believe that this use
 2 compliments surrounding uses. Highwood is a
 3 major art scene. The Odd Originals, down the
 4 street, recently had their grand opening. And
 5 just from walking around the downtown area, you
 6 could see that Highwood is definitely a home for
 7 artists, whether it's visual artists, audio
 8 artists. You know, 28 Mile Distillery has
 9 their, you know, shows on the weekends.

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10 Highwood is a very vibrant and attractive place
 11 for artists, which is why we believe this will
 12 be a great fit in the community.

13 We also know, for a number of
 14 years, Highwood was home to a tattoo parlor that
 15 was located not too far away. They also
 16 received a special use permit and they had been
 17 operating for a number of years until this past
 18 August, so there seems to be a demand in this
 19 area and there seems to be a void, also, because

06:08:13PM

20 that artist retired. So we think this is an
 21 exciting new addition to the community.

22 I'm going to pass it off to Orlando

1 to discuss the space and his vision.
 2 MR. CAMACHO: Okay. So the space is
 3 about 1,545 square feet. It's currently vacant.
 4 It has been vacant for the last two years. At
 5 least that's what the city -- the property owner
 6 has told me.

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7 There is a large space that's for
 8 the lobby where we will plan to have people
 9 sitting, waiting. Then a larger area where we
 10 plan to have workstations. There is also two
 11 little offices that we'll be using sparingly.

12 As far as anything that needs to be
 13 done or made up inside of the space, I think the
 14 only thing that's missing is a handwashing sink
 15 to make it compliant with the State Health
 16 Board. And, then, other than that, it's just,
 17 kind of, cosmetic stuff, lights for us to be
 18 able to work in there and have enough space, and
 19 stuff like that.

06:09:21PM

20 Any questions?

21 MR. BIAGI: Do you have to be licensed
 22 by the state to -- because there's some blood

1 and health issues?
 2 MR. CAMACHO: All artists, if you're
 3 working professionally, have to have a
 4 bloodborne pathogen license. That's in order to
 5 make sure you know how to properly handle and
 6 throw away material that may be contaminated
 7 with blood. There is also -- I will have to
 8 have a company that will come and pick up the
 9 sharps containers from us for proper disposal.

06:09:51PM

10 MR. MARESCO: Kind of like medical
 11 disposal?

12 MR. CAMACHO: Exactly. That's a
 13 contract I will have to make and they will pick
 14 up that stuff for us.

15 MR. MARESCO: How many stations are you
 16 going to have? If you already mentioned it,
 17 sorry.

06:10:08PM

18 MR. CAMACHO: Right now, there's enough
 19 space for four stations. I don't like to be
 20 cramped up when we're tattooing, so there will
 21 be only three stations. That's pretty much it.

22 Any other questions?

1 MR. BELUCH: This tattoo
 2 parlor/gallery, how much of your use of the
 3 space usage there is going to be gallery and
 4 what kind of gallery?

06:10:42PM

5 MR. CAMACHO: So, for the gallery, we
 6 imagined, it's going to be quarterly art shows.
 7 The tattoo stations are movable, so I plan on
 8 moving that to -- outside of the area when we're
 9 presenting art gallery shows and/or we might be
 10 doing some -- what's it called -- bookbinding --
 11 community bookbinding events.

12 I have a friend that's right here
 13 at Ragdale and that's, kind of, one of their
 14 practices that they have been doing for many,
 15 many years. And so we hope we will have a night
 16 where we can invite the community to just learn
 17 how to make books. With that, again, we move
 18 all of the tattoo stations out of the way, so
 19 that larger work area would double as the
 20 gallery, as well.

06:11:08PM

21 CHAIRMAN MEYER: That would be, like,
 22 once a -- I was not understanding.

1 MR. CAMACHO: So quarterly would be,
2 like, every three months we have an actual art
3 show.

4 CHAIRMAN MEYER: For one day?

5 MR. CAMACHO: Like, an opening and art
6 work displayed.

7 CHAIRMAN MEYER: Four days a year?

8 MR. CAMACHO: Exactly. For the gallery
9 show. As far as for the bookbinding, it might

06:11:31PM 10 be once a month. It just, really, depends on
11 the other artists.

12 CHAIRMAN MEYER: More of a tattoo shop
13 and side gig of gallery?

14 MR. CAMACHO: Correct.

15 CHAIRMAN MEYER: So, on any day, you
16 won't have an artist, it looks like.

17 MR. CAMACHO: The art will be displayed
18 for three months at a time. We will have an
19 actual opening night and, then, after that, you

06:11:50PM 20 can come in.

21 CHAIRMAN MEYER: People can come in and
22 just look at the art and not get a tattoo.

1 MR. CAMACHO: And not get a tattoo,
2 correct. You don't have to get a tattoo.

3 MR. MARTINEZ: Do you have an
4 expectation when you would have the art
5 openings? The reason I ask is that that corner
6 does get pretty busy around the times of, say,
7 3:30 to 8:00. You know, after -- after 5:00 --
8 From 5:00 to 8:00, it's a very active corner.

9 MR. CAMACHO: Very busy, yes. Yes.

06:12:16PM 10 MR. MARTINEZ: My question would be:
11 Would you anticipate having, say, a quarterly
12 art show, like, a Friday night at 6:00?

13 MR. CAMACHO: I would want to take a
14 look at what the community has before I try to
15 do anything. It would be nice to also get brand
16 new people to walk through into openings.
17 Especially for artists, it would be nicer to
18 have the space filled so they could take full
19 advantage of the space.

06:12:39PM 20 For that, I think it's just going
21 to be more of feeling that out and understanding
22 the community and how much, like, traffic I get.

1 MR. MARTINEZ: One other question,
2 somewhat related. We saw the rendering in the
3 packet of the facade and the signage. Would you
4 anticipate having, like, say, sandwich sidewalk
5 boards, sort of, like Windy City has?

6 MR. CAMACHO: I'm not a big fan of
7 sandwich boards as much. If I did, I would
8 bring it up to you guys before I put anything
9 out there.

06:13:12PM 10 MS. SAED: To see what's compliant with
11 the code.

12 MR. CAMACHO: Correct.

13 MR. MARESCO: To, kind of, piggyback on
14 that, looking at what was submitted in the
15 proposal, it seemed like just block lettering.

16 MR. CAMACHO: Yes.

17 MR. MARESCO: Usually, when you think
18 of a tattoo parlor, you think of bright colors,
19 you know, not talking about neon signs --

06:13:30PM 20 MR. CAMACHO: No. No. I had two
21 different designs. One was a little bit more
22 artistic where the letters were stacked together

1 and off to the side; but I was told, perhaps,
2 this would fit a little bit more with the town's
3 aesthetics. We just wanted to make sure that
4 we're compliant.

5 MR. JABLECKI: Any signage would have
6 to go through ARC approval.

7 MR. CAMACHO: Right.

8 Anything else?

9 MR. MARTINEZ: There it is.

06:13:54PM 10 MR. CAMACHO: There it is.

11 MS. SAED: These goose neck lights
12 would remain as they are existing in the
13 picture.

14 MR. CAMACHO: For the signage on the
15 door, it's pretty much that but with the hours
16 of operation. I would also -- Like I said,
17 maybe, if we need to, we can put another
18 lettering or something that says there's
19 additional parking in the rear. Again, as long
20 as it's compliant.

06:14:24PM 21 Any other questions?

22 CHAIRMAN MEYER: Do we open it up to

1 the public?
 2 MR. JABLECKI: Exactly.
 3 MS. SAED: We have a few more slides.
 4 CHAIRMAN MEYER: I'm sorry. My
 5 apologies.
 6 MR. CAMACHO: So for the tattoo space,
 7 again, we're trying to do something that's
 8 beyond just tattoos. We wanted to make sure
 9 it's offering an artistic community within
 10 Highwood. I, kind of, chose the town because I
 11 saw the restaurants, I saw the art, and I
 12 figured that it would be a great fit for
 13 something that I'm trying to do. It's not just
 14 going to be, like, a biker tattoo sort of thing.
 15 I wanted to elevate the work.
 16 I, myself, went to the School of
 17 Art Institute and just want to push that sort of
 18 idea in tattooing, that it's more than just,
 19 like, bikers and tattoos.
 20 As far as the space, again, we're
 21 trying to make sure that everyone can come into
 22 the space and is welcome; make sure that if you

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06:15:18PM

1 have ideas, we can help you translate that into
 2 a tattoo. Like I said, both myself and my
 3 friend, Cory Zayon (phonetic), is an artist of
 4 20 years in the tattooing business and, then, a
 5 younger guy who, also, is learning and doing
 6 really great work. We wanted to make sure the
 7 town has good work behind it.
 8 MS. SAED: We, also, noted in the staff
 9 report that the tattooing industry is growing.
 10 So, for that reason, also we think that this
 11 could be a great potential use for this site and
 12 a use for the city.
 13 To wrap things up, as we said, the
 14 proposed use will be a great destination, not
 15 only for locals but we think that it will draw
 16 people from all over the Chicagoland area. It's
 17 right off the Metra. It is interconnected with
 18 the surrounding communities. It's really close
 19 to the interstate just to the west. So this is
 20 a great opportunity to bring a new and creative
 21 use to this space.
 22 The nearest tattoo parlor from here

06:15:54PM

06:16:27PM

1 is about 10 miles west and there's another one
 2 10 miles north. So this is not a highly
 3 competitive space, at least in this area. Also,
 4 this isn't a very intensive use. So tattooing
 5 is a fairly quiet business. All noise will be
 6 contained to the site. You know, no, like, rock
 7 music playing while they are tattooing or
 8 anything like that. We don't believe this will
 9 cause any negative externalities to neighbors or
 10 impact the neighborhood esthetic.
 11 If you have any more questions,
 12 we'll be happy to answer. Thank you all very
 13 much for your time.
 14 CHAIRMAN MEYER: Thank you. At this
 15 time, we open it up to the public for any
 16 comment or questions.
 17 (No response.)
 18 MR. JABLECKI: If there's no more
 19 questions from the commissioners, you can close
 20 the public hearing and discuss.
 21 CHAIRMAN MEYER: You guys all good?
 22 Now we close it down. You can sit

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1 down now.
 2 MR. JABLECKI: Motion to close the
 3 public hearing.
 4 MR. MARESCO: Make a motion to close
 5 the public hearing.
 6 MR. BIAGI: Second.
 7 CHAIRMAN MEYER: All in favor.
 8 (All aye.)
 9 (Which were all of the
 10 proceedings had in the
 11 above-entitled cause.)
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STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
KRISTI LANDOLINA,
C.S.R. No. 084-004611,
Notary Public, DuPage County

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STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss:

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition of Edward J. Morelli,)
2638 St. Johns Avenue, Highland)
Park, Illinois on the Property)
At 140 Morgan Place, Highwood,)
Illinois (PIN# 16-15-423-008))
Being a Residential Home in the)
R-2 Residential Zoning District)
And Amending the Zoning Map for)
These Parcels to R-3 Residential)
Zoning District.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Highwood Planning and Zoning
Commission, at 17 Highwood Avenue, Highwood,
Illinois, on November 13, 2024, at the hour of
6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member, and;
- MR. PAUL MARTINEZ, Member.

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
3 Attorney;

4 MR. SCOTT COREN, City Manager.
5 Community Development;

6 MR. DAVID MEEK, Attorney for
7 Petitioners;

8 MR. JOSEPH MORELLI, Petitioner.

9 MR. MEYER: Next, our last one, I hope.
10 Petition for Mr. Edward Morelli.

11 MR. MEEK: Good evening. Scott, are
12 you giving your staff report first?

13 MR. JABLECKI: Make a motion to open
14 the public hearing.

15 MR. MEYER: Make a motion to open up
16 the public hearing.

17 MR. MARESCO: Second.

18 MR. MEYER: All in favor.

19 (All aye.)

20 MR. COREN: I'll give the staff report
21 on this one first. The Planning and Zoning
22 Commission did a hearing of appeal on this
23 matter in March. The staff has worked with the

1 petitioner on ways to resolve the outstanding
2 issue on the property.

3 Ultimately, the Zoning Code calls
4 for reducing density in this residential area.
5 The petitioner has agreed to do that by reducing
6 the unit count from three to two in this area,
7 as well as make some improvements to the
8 building and structure itself.

9 They were already in the process of
10 improving the foundation of the home. I think
11 those of you that are following online, there's
12 the rendering of the duplex. You might have
13 seen that before.

14 Staff did have a couple of
15 recommendations on that. We do recommend there
16 be some break up of the facade to make it more
17 interesting and appealing to put some, you know,
18 masonry or brickwork as part of the lower
19 portion as part of the building permit process.

20 We do have a recommendation to
21 allow it to go from three units to two units.
22 Also, we do have a recommended fine and cost for

1 doing this of \$20,000.

2 One additional piece that we're
3 adding onto most variations is we're having the
4 property owner verify the material of the water
5 service and update that. As we're going through
6 the service lines through the community, when we
7 do these, we want to add those as conditions.

8 Finally, they did request a second
9 detached garage, and staff is recommending a
10 condition to not add a detached garage.

11 Ultimately, I think, this is a good
12 deal for the city and for the petitioner, as
13 well as, it would be rare for us to grant
14 additional density in a single-family owned
15 area.

16 Going from a single family to
17 duplex is a significant give on the city's part
18 and I do think their investments into this home,
19 after what we have gone through, make quite a
20 bit of sense, too.

21 MR. MEEK: Thank you. We appreciate
22 it.

1 MR. BELUCH: I have a question, Scott.
2 The fine is with regard to the previous
3 situation, correct?

4 MR. COREN: This resolves -- This fine
5 resolves everything we have gone through, up to
6 this point. And, at the end, if the planning
7 and zoning commission agrees, then they would
8 end up having a legal property, rather than
9 having a legal nonconforming or illegal.

10 MR. BELUCH: Legal. Okay.

11 MR. COREN: It would become legal.

12 MR. MEEK: Thank you, Scott. I
13 appreciate staff working with us and supporting
14 what we're proposing here. I'll just add a few
15 things. I did put together an application. I
16 trust you have read that.

17 Seeing the basis of our argument,
18 this was just -- Just to quickly reiterate, this
19 has been, as far as we know, for a very long
20 time, used as a three-unit property. Maybe the
21 necessary due diligence wasn't done before it
22 was acquired for the continuation of the use.

1 There is -- It's going to be costly, but there
2 is the capacity to convert it to two units, to
3 take it from three to two. There's one way to
4 do that. That's going to cause some significant
5 investment, but my client is intending to do
6 that. This is the house he wanted to
7 rehabilitate and refurbish.

8 Interestingly, there is some
9 tension between the zoning designation and the
10 city's comp plan. It shows it's a multifamily
11 use. So, hopefully, this will sort of -- this
12 will align with that and help to justify the
13 request.

14 Just to be clear, we're not
15 increasing the floor area of the building. It's
16 going to be the same building and it will just
17 be both interior and exterior improvements.

18 We do want to still advocate for
19 the second garage. The reason is pretty simple.
20 There's two driveways. There's one garage that,
21 clearly, services the north apartment, the
22 existing two-story apartment, and it's a single

1 lane driveway that goes back to a garage in the
2 backyard. It would be, operationally, a lot
3 better for -- given -- for the garage and garage
4 used for storage and parking and this turnaround
5 area to have a secondary garage for storage and
6 interior parking for the other unit, which
7 already has an existing driveway. There just
8 isn't a garage at the end of that driveway. The
9 lot is big enough that we can easily do a garage
10 that is compliant with setback, FAR, et cetera.

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11 There's, I think, a good
12 justification for having a second garage. I
13 know there was some concern about there was a
14 tenant who was doing something -- apparently,
15 operating some sort of business out of the
16 garage. That was a tenant issue. That's not
17 really the zoning issue. I understand the
18 city's concern with that.

19 I don't think, inherently, having a
20 second garage is suggestive of or supportive of
21 somebody -- some other tenant conducting any
22 kind of business operations out of that

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1 secondary garage. I think it's a more practical
2 concern and consideration for the attractiveness
3 of the building, as a leasable premise, to have
4 a clearly defined garage space and easily
5 accessible without any potential for conflicts
6 of cars being stuck -- your car being stuck
7 behind somebody else's who has guests over,
8 et cetera, park in the one garage -- the one
9 driveway that leads to the back of the house.
10 So we would like to ask for your support for
11 allowing us to do a garage and not have the
12 prohibition --

13 MR. MARTINEZ: How big would the second
14 garage be?

15 MR. MORELLI: Two-car garage. The
16 duplex across the street has two garages on each
17 side, sort of, what I want to do. There's a
18 garage on each side of the duplex right across
19 from me with two driveways.

20 MR. MEEK: How big?

21 MR. MORELLI: Probably, 24-by-24.

22 MR. MEYER: How many cars is the

1 existing garage?

2 MR. MORELLI: That's on the other side?

3 MR. MEEK: Yes.

4 MR. MORELLI: That's bigger. That's
5 24-by-26 or something like that, the existing
6 garage that's there now.

7 MR. MEEK: Okay. Thank you. So we
8 think -- In conclusion, we think that this, you
9 know, resolves outstanding issues, we think it's
10 consistent with the comprehensive plan, policy
11 goals of the city, and we hope for your support
12 in this proposal.

13 MR. BIAGI: Is there a possibility of
14 making one large garage, rather than two
15 separate garages, or does that not fall into
16 the --

17 MR. MEEK: Ed, you can articulate the
18 concern better than I can, perhaps, but the
19 concern is you have a single-lane driveway
20 leading to the back and to the extent that
21 there's parking in that driveway that it might
22 block somebody coming out.

06:37:28PM

06:37:52PM

1 MR. GETTLEMAN: Two driveways?

2 MR. MEEK: Right now, there's two
3 driveways, one on each side. One doesn't lead
4 to a garage and one does.

5 MR. GETTLEMAN: Right.

6 MR. MORELLI: There are two curb cuts.

7 MR. BIAGI: Does it widen out, though,
8 at the end like so many of the houses here where
9 it's a single lane and it widens out?

10 MR. MEEK: A little bit but it's not
11 like a big courtyard.

12 MR. BIAGI: Do you have any drawings?

13 MR. MEEK: I do. I can show you.

14 MR. JABLECKI: Scott, does zoning allow
15 two accessory structures?

16 MR. COREN: I don't remember.

17 MR. JABLECKI: My concern is that we
18 only have a request for rezoning.

19 MR. MEEK: Uh-huh.

20 MR. JABLECKI: So if there's a request,
21 ultimately, it may require a variance.

22 MR. MEEK: For a second -- I thought

1 there was only a limit on floor area, not -- I
2 mean, people have garages and they have sheds.
3 They have pergolas and they have garages. They
4 have detached decks associated with pools, et
5 cetera.

6 MR. COREN: I don't recall that
7 restriction but that doesn't -- Just going off
8 my memory.

9 MR. MORELLI: I didn't come across
10 that.

11 MR. JABLECKI: I can't recall either.

12 MR. BELUCH: Could that be another
13 petition for that, for the garages?

14 MR. BIAGI: So you would add the garage
15 at the end of the southern asphalt drive; is
16 that what you're proposing?

17 MR. MEEK: Correct. Correct. Again,
18 you can verify it in the code. With respect to
19 a third structure, I think the prohibitions,
20 generally, are on additional principal uses,
21 multiple principal use structures on the
22 building. Most residential codes don't allow

1 two principal structures on a structure -- on
2 one lot, but I'm not familiar with the
3 prohibition on two accessory structures.

4 MR. BIAGI: Right. It's not a
5 single-family home at that point.

6 MR. MEYER: So it is zoned -- It always
7 used to be multi and, then, through us doing
8 rezoning, we rezoned it to single family and it
9 could have come in and got a variance on that
10 and, then, would that have inhibited him from --
11 You know, I think of a town home having two
12 garages. You know what I'm saying?

13 MR. BELUCH: We never rezoned it. We
14 just said it was legal nonconforming.

15 MR. MEEK: Then, it wasn't because --
16 That was the determination that was made in the
17 spring, that it was legal nonconforming. It was
18 not legal conforming anymore. Or it never was.

19 MR. COREN: The comp plan had that area
20 as multifamily. So we made some changes within
21 the neighborhoods themselves as we dove into it.

22 As an example, some duplex homes

06:40:20PM

06:40:49PM

1 that we designated as single family, we,
2 ultimately, didn't down zone because it was
3 built as a duplex. You have two doors. It just
4 functions that way.

5 So the comp plan calls for this to
6 be multifamily, which I think is why the
7 attorney is saying there's justification for
8 increasing the density to this particular lot.

9 MR. MARTINEZ: Is it impermeable
10 asphalt on the drawing?

11 MR. MEEK: You can see on the survey,
12 there is a driveway to the garage, there is a
13 grass backyard, and there is a -- is it
14 gravel -- is the south driveway gravel or --

15 MR. MORELLI: It's blacktop. Right.
16 There would be a big yard between the two
17 garages. There is a lot of space between the
18 two of them.

19 MR. MEEK: The lot is not large enough
20 to subdivide. It's a little too undersized for
21 that, but it's a big lot for the area.

22 MR. MARTINEZ: You wouldn't be adding

1 an additional impermeable structure above it,
2 right?

3 MR. MEEK: Well, the garage would be
4 the additional impermeable structure.

5 MR. MARTINEZ: Right. It would be
6 increasing --

7 MR. MEEK: On the entirety of the lot,
8 correct.

9 MR. MEYER: But it doesn't break the
10 threshold.

11 MR. BIAGI: Has there ever been two
12 garages on this property that we know of?

13 MR. MORELLI: Not that I know of, no.
14 There is a shed there now that they store stuff
15 in. I think it would be nicer for somebody to
16 have a garage to park their car in the winter
17 and put their bicycle, so it doesn't gather
18 outside.

19 MR. MEYER: Unless you guys can tell me
20 differently, I don't know.

21 I guess we'll open it up. Do you
22 guys have any questions for -- I don't know

06:42:08PM

06:42:43PM

1 about the argument that he's not allowed. He
2 can get a variance.

3 MR. JABLECKI: What's being requested
4 is the rezoning. Staff's recommendation is, as
5 a condition to that rezoning, that there be a
6 prohibition on adding the second detached
7 garage.

8 MR. MEYER: Is there --

9 MR. MARESCO: Legal reasons.

06:43:17PM 10 MR. MARTINEZ: No because it's already
11 nonconforming. Basically, the commission would
12 be allowing it to be -- extending it beyond what
13 would normally be legal but, as a condition of
14 that extension, we're saying no garage. So now
15 it would be dependent upon us -- It sounds like
16 the petitioner is saying, please, give us the
17 extension, say no longer conforming but let us
18 do a garage.

19 MR. MEEK: I take some issues with
20 that.

21 MR. JABLECKI: Ultimately, if the
22 condition is in the rezoning and that's the

1 recommendation of the council, then that would
2 be the recommendation. If the condition is not
3 included in the recommendation, then it may
4 require further proceedings when they determine
5 the size, the scope, whatever they want to
6 build. If it -- It may have to go through
7 further review.

8 MR. GETTLEMAN: We're either approving
9 as-is or not approving?

10 MR. JABLECKI: You're either approving
11 the rezoning with staff's conditions --

12 MR. MARESCO: With no garage -- second
13 garage.

14 MR. JABLECKI: -- or with whatever
15 conditions you feel are appropriate for the
16 recommendation.

17 MR. MARESCO: Just spit-balling, you
18 know, just my opinion, looking at pictures,
19 looking at the plat of survey, et cetera, you
20 know, common sense tells me you have a duplex
21 unit, you have a two multifamily home, there is
22 two driveways, one has a garage, the other

1 doesn't. As long as it complies, at least
2 physically, it will add property -- it will add
3 value --

4 MR. MEYER: I agree.

5 MR. MARESCO: -- to the house. You
6 know, as long as they don't go overboard. I
7 don't know -- You're saying 24-by-24. I think
8 that's another conversation we should have,
9 though, at least.

06:45:06PM 10 MR. COREN: Just so the planning and
11 zoning commission understands, as we were
12 originally going through this, staff didn't have
13 an objection to a second detached garage;
14 however, we ended up getting a complaint that
15 there was a business operating out of the
16 garage.

17 MR. MEYER: That's right. We didn't
18 have --

19 MR. MARESCO: What kind of business,
20 first off?

21 MR. COREN: They ceased at this point
22 but they were using the garage.

06:45:06PM

06:45:24PM

1 MR. MEEK: I think it would be unfair
2 to hold the fact that the tenant --

3 MR. MORELLI: He moved right away.

4 MR. MEEK: -- against the landlord.

5 MR. MORELLI: The day I went over
6 there, he moved everything out right away.

7 MR. MEYER: That's already you can't
8 operate a business out of your garage, right?

9 MR. COREN: So you can operate a
10 business out of a garage but the complaint that
11 came in was, look, you already have zoning
12 proceedings against the property. While they
13 were already in zoning violation, they are
14 continuing by operating a business from the home
15 that the neighbors can see and has some impact
16 upon them.

17 So, as we were looking at this, you
18 know, if we're going to continue with having
19 some density on a rental property that's being
20 used as a commercial business, is there a need
21 to add a second detached garage? Now, I don't
22 think it should be -- Staff's recommendation

1 wouldn't be that you have to have no second
2 garage or this won't work. It's just we thought
3 that that was a way to help prohibit some
4 activity that was going on at the property that
5 probably shouldn't have occurred.

6 We always like to add extra value.
7 We even have a detached garage being added in an
8 area where there is not as much room and is more
9 challenging. That's what's open. I certainly
10 understand opinions on that.

11 MR. MEYER: I love that argument but --

12 MR. GETTLEMAN: We can say that you
13 could have another garage, as long as they are
14 not doing anything illegal in there.

15 MR. MARESCO: Again, as long as it
16 complies physically, it's not that, you know,
17 you have to get a survey done or something done.

18 MR. JABLECKI: They have to submit
19 building permit, applications, and plans.

20 MR. MEEK: If, for some reason, there
21 was a need for a variation, then we would
22 consider coming back to ask for that; otherwise,

1 we wouldn't be able to do it without it. I
2 don't believe there is a need for a variation.

3 And thank you, Scott, for
4 explaining the background of it. I think it
5 would be kind of unjust to hold us back from
6 being able to do something that anybody else
7 with a duplex, potentially, could do, as long as
8 it's conforming code, based on the bad act of a
9 tenant.

06:47:25PM 10 MR. BIAGI: I take some objection to
11 having two driveways on a small property, in
12 that we have lots of pavement there that cars
13 can stack up and everything. Is this a property
14 where you could have one driveway and get around
15 to two garages? Or is that something an
16 architect would, you know --

17 MR. MORELLI: I think that would cover
18 a lot more impervious area doing that. You lose
19 the yard in the back. You would be driving
20 through the backyard in order to get to the
21 garage.

22 MR. BIAGI: I've got you.

1 MR. MORELLI: The house right across
2 the street from me has two driveways and two
3 garages. I looked at that and thought that it
4 would be nice and look nice in the neighborhood,
5 rather than have a shed and have people put
6 their bicycles outside and cars outside.

7 Honestly, it might increase my
8 rental, you know, because I'm losing the three
9 units. I'm going down to two now, so I would
10 like a nicer place for people to live. That's
11 my thought.

12 MR. BIAGI: You see two driveways --

13 MR. MEEK: If this was a smaller lot,
14 maybe it would have more resonance but I think
15 that this is still a big backyard area. We
16 appreciate the chance to look into that.

17 MR. JABLECKI: You can open it up for
18 public comment.

19 MR. MEYER: Let me open it up for
20 public comment. Does anybody have any
21 questions, comments, any concerns?

22 UNIDENTIFIED SPEAKER: It sounds like a

1 beautiful plan. It's Chicago. I mean, it's
2 weather -- The weather we have, it's nice for
3 the renters to have garage on both sides.

4 MR. JABLECKI: Just to be clear, the
5 recommendation, right now, we're not approving a
6 garage. If there's a recommendation, it's we're
7 recommending the rezoning. The question is
8 whether there should be a condition prohibiting
9 a second garage.

10 MR. MEYER: Anybody have any more
11 questions?

12 (No response.)

13 Then, I think, we should make a
14 motion to close the open meeting.

15 MR. JABLECKI: There's no further
16 comment from the public, correct?

17 MR. MEYER: I already asked.

18 MR. JABLECKI: The motion is to close
19 the public hearing.

20 MR. MEYER: Make a motion to close
21 public comment.

22 All in favor.

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(All aye.)

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(Which were all of the

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proceedings had in the

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above-entitled cause.)

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STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
 KRISTI LANDOLINA,
 C.S.R. No. 084-004611,
 Notary Public, DuPage County

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STATE OF ILLINOIS)
) ss:
COUNTY OF LAKE)

BEFORE THE HIGHWOOD PLANNING
AND ZONING COMMISSION

In the Matter of:)
)
Petition of Edward J. Morelli,)
2638 St. Johns Avenue, Highland)
Park, Illinois on the Property)
At 140 Morgan Place, Highwood,)
Illinois (PIN# 16-15-423-008))
Being a Residential Home in the)
R-2 Residential Zoning District)
And Amending the Zoning Map for)
These Parcels to R-3 Residential)
Zoning District.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Highwood Planning and Zoning
Commission, at 17 Highwood Avenue, Highwood,
Illinois, on November 13, 2024, at the hour of
6:00 p.m.

BOARD MEMBERS PRESENT:

- MR. CHRIS MEYER, Chairman;
- MR. ROMAN BELUCH, Member;
- MR. PETE BIAGI, Member;
- MR. FRANK CAMPOREALE, Member;
- MR. JOEL GETTLEMAN, Member;
- MR. MARK MARESCO, Member, and;
- MR. PAUL MARTINEZ, Member.

1 ALSO PRESENT:

2 MR. HOWARD C. JABLECKI, Village
3 Attorney;

4 MR. SCOTT COREN, City Manager.
5 Community Development;

6 MR. DAVID MEEK, Attorney for
7 Petitioners;

8 MR. JOSEPH MORELLI, Petitioner.

9 MR. MEYER: Next, our last one, I hope.
10 Petition for Mr. Edward Morelli.

11 MR. MEEK: Good evening. Scott, are
12 you giving your staff report first?

13 MR. JABLECKI: Make a motion to open
14 the public hearing.

15 MR. MEYER: Make a motion to open up
16 the public hearing.

17 MR. MARESCO: Second.

18 MR. MEYER: All in favor.
19 (All aye.)

20 MR. COREN: I'll give the staff report
21 on this one first. The Planning and Zoning
22 Commission did a hearing of appeal on this
matter in March. The staff has worked with the

06:30:42PM

06:31:00PM

1 doing this of \$20,000.

2 One additional piece that we're

3 adding onto most variations is we're having the

4 property owner verify the material of the water

5 service and update that. As we're going through

6 the service lines through the community, when we

7 do these, we want to add those as conditions.

8 Finally, they did request a second

9 detached garage, and staff is recommending a

06:32:41PM

10 condition to not add a detached garage.

11 Ultimately, I think, this is a good

12 deal for the city and for the petitioner, as

13 well as, it would be rare for us to grant

14 additional density in a single-family owned

15 area.

16 Going from a single family to

17 duplex is a significant give on the city's part

18 and I do think their investments into this home,

19 after what we have gone through, make quite a

06:33:02PM

20 bit of sense, too.

21 MR. MEEK: Thank you. We appreciate

22 it.

1 petitioner on ways to resolve the outstanding
2 issue on the property.

3 Ultimately, the Zoning Code calls
4 for reducing density in this residential area.

5 The petitioner has agreed to do that by reducing
6 the unit count from three to two in this area,
7 as well as make some improvements to the
8 building and structure itself.

9 They were already in the process of
10 improving the foundation of the home. I think
11 those of you that are following online, there's
12 the rendering of the duplex. You might have
13 seen that before.

14 Staff did have a couple of
15 recommendations on that. We do recommend there
16 be some break up of the facade to make it more
17 interesting and appealing to put some, you know,
18 masonry or brickwork as part of the lower
19 portion as part of the building permit process.

20 We do have a recommendation to
21 allow it to go from three units to two units.

22 Also, we do have a recommended fine and cost for

06:31:30PM

06:32:03PM

1 MR. BELUCH: I have a question, Scott.

2 The fine is with regard to the previous

3 situation, correct?

4 MR. COREN: This resolves -- This fine
5 resolves everything we have gone through, up to
6 this point. And, at the end, if the planning
7 and zoning commission agrees, then they would
8 end up having a legal property, rather than
9 having a legal nonconforming or illegal.

06:33:29PM

10 MR. BELUCH: Legal. Okay.

11 MR. COREN: It would become legal.

12 MR. MEEK: Thank you, Scott. I
13 appreciate staff working with us and supporting
14 what we're proposing here. I'll just add a few
15 things. I did put together an application. I
16 trust you have read that.

17 Seeing the basis of our argument,
18 this was just -- Just to quickly reiterate, this
19 has been, as far as we know, for a very long
20 time, used as a three-unit property. Maybe the
21 necessary due diligence wasn't done before it
22 was acquired for the continuation of the use.

06:33:56PM

1 There is -- It's going to be costly, but there
2 is the capacity to convert it to two units, to
3 take it from three to two. There's one way to
4 do that. That's going to cause some significant
5 investment, but my client is intending to do
6 that. This is the house he wanted to
7 rehabilitate and refurbish.

8 Interestingly, there is some
9 tension between the zoning designation and the
10 city's comp plan. It shows it's a multifamily
11 use. So, hopefully, this will sort of -- this
12 will align with that and help to justify the
13 request.

06:34:32PM

14 Just to be clear, we're not
15 increasing the floor area of the building. It's
16 going to be the same building and it will just
17 be both interior and exterior improvements.

18 We do want to still advocate for
19 the second garage. The reason is pretty simple.

06:35:01PM

20 There's two driveways. There's one garage that,
21 clearly, services the north apartment, the
22 existing two-story apartment, and it's a single

1 lane driveway that goes back to a garage in the
2 backyard. It would be, operationally, a lot
3 better for -- given -- for the garage and garage
4 used for storage and parking and this turnaround
5 area to have a secondary garage for storage and
6 interior parking for the other unit, which
7 already has an existing driveway. There just
8 isn't a garage at the end of that driveway. The
9 lot is big enough that we can easily do a garage
10 that is compliant with setback, FAR, et cetera.

06:35:40PM

11 There's, I think, a good
12 justification for having a second garage. I
13 know there was some concern about there was a
14 tenant who was doing something -- apparently,
15 operating some sort of business out of the
16 garage. That was a tenant issue. That's not
17 really the zoning issue. I understand the
18 city's concern with that.

19 I don't think, inherently, having a
20 second garage is suggestive of or supportive of
21 somebody -- some other tenant conducting any
22 kind of business operations out of that

06:36:04PM

1 secondary garage. I think it's a more practical
2 concern and consideration for the attractiveness
3 of the building, as a leasable premise, to have
4 a clearly defined garage space and easily
5 accessible without any potential for conflicts
6 of cars being stuck -- your car being stuck
7 behind somebody else's who has guests over,
8 et cetera, park in the one garage -- the one
9 driveway that leads to the back of the house.

06:36:41PM

10 So we would like to ask for your support for
11 allowing us to do a garage and not have the
12 prohibition --

13 MR. MARTINEZ: How big would the second
14 garage be?

15 MR. MORELLI: Two-car garage. The
16 duplex across the street has two garages on each
17 side, sort of, what I want to do. There's a
18 garage on each side of the duplex right across
19 from me with two driveways.

06:37:06PM

20 MR. MEEK: How big?

21 MR. MORELLI: Probably, 24-by-24.

22 MR. MEYER: How many cars is the

1 existing garage?

2 MR. MORELLI: That's on the other side?

3 MR. MEEK: Yes.

4 MR. MORELLI: That's bigger. That's
5 24-by-26 or something like that, the existing
6 garage that's there now.

06:37:28PM

7 MR. MEEK: Okay. Thank you. So we
8 think -- In conclusion, we think that this, you
9 know, resolves outstanding issues, we think it's
10 consistent with the comprehensive plan, policy
11 goals of the city, and we hope for your support
12 in this proposal.

13 MR. BIAGI: Is there a possibility of
14 making one large garage, rather than two
15 separate garages, or does that not fall into
16 the --

17 MR. MEEK: Ed, you can articulate the
18 concern better than I can, perhaps, but the
19 concern is you have a single-lane driveway
20 leading to the back and to the extent that
21 there's parking in that driveway that it might
22 block somebody coming out.

06:37:52PM

1 MR. GETTLEMAN: Two driveways?
 2 MR. MEEK: Right now, there's two
 3 driveways, one on each side. One doesn't lead
 4 to a garage and one does.
 5 MR. GETTLEMAN: Right.
 6 MR. MORELLI: There are two curb cuts.
 7 MR. BIAGI: Does it widen out, though,
 8 at the end like so many of the houses here where
 9 it's a single lane and it widens out?
 10 MR. MEEK: A little bit but it's not
 11 like a big courtyard.
 12 MR. BIAGI: Do you have any drawings?
 13 MR. MEEK: I do. I can show you.
 14 MR. JABLECKI: Scott, does zoning allow
 15 two accessory structures?
 16 MR. COREN: I don't remember.
 17 MR. JABLECKI: My concern is that we
 18 only have a request for rezoning.
 19 MR. MEEK: Uh-huh.
 20 MR. JABLECKI: So if there's a request,
 21 ultimately, it may require a variance.
 22 MR. MEEK: For a second -- I thought

06:38:15PM

06:38:34PM

1 there was only a limit on floor area, not -- I
 2 mean, people have garages and they have sheds.
 3 They have pergolas and they have garages. They
 4 have detached decks associated with pools, et
 5 cetera.
 6 MR. COREN: I don't recall that
 7 restriction but that doesn't -- Just going off
 8 my memory.
 9 MR. MORELLI: I didn't come across
 10 that.
 11 MR. JABLECKI: I can't recall either.
 12 MR. BELUCH: Could that be another
 13 petition for that, for the garages?
 14 MR. BIAGI: So you would add the garage
 15 at the end of the southern asphalt drive; is
 16 that what you're proposing?
 17 MR. MEEK: Correct. Correct. Again,
 18 you can verify it in the code. With respect to
 19 a third structure, I think the prohibitions,
 20 generally, are on additional principal uses,
 21 multiple principal use structures on the
 22 building. Most residential codes don't allow

06:39:09PM

06:39:39PM

1 two principal structures on a structure -- on
 2 one lot, but I'm not familiar with the
 3 prohibition on two accessory structures.
 4 MR. BIAGI: Right. It's not a
 5 single-family home at that point.
 6 MR. MEYER: So it is zoned -- It always
 7 used to be multi and, then, through us doing
 8 rezoning, we rezoned it to single family and it
 9 could have come in and got a variance on that
 10 and, then, would that have inhibited him from --
 11 You know, I think of a town home having two
 12 garages. You know what I'm saying?
 13 MR. BELUCH: We never rezoned it. We
 14 just said it was legal nonconforming.
 15 MR. MEEK: Then, it wasn't because --
 16 That was the determination that was made in the
 17 spring, that it was legal nonconforming. It was
 18 not legal conforming anymore. Or it never was.
 19 MR. COREN: The comp plan had that area
 20 as multifamily. So we made some changes within
 21 the neighborhoods themselves as we dove into it.
 22 As an example, some duplex homes

06:40:20PM

06:40:49PM

1 that we designated as single family, we,
 2 ultimately, didn't down zone because it was
 3 built as a duplex. You have two doors. It just
 4 functions that way.
 5 So the comp plan calls for this to
 6 be multifamily, which I think is why the
 7 attorney is saying there's justification for
 8 increasing the density to this particular lot.
 9 MR. MARTINEZ: Is it impermeable
 10 asphalt on the drawing?
 11 MR. MEEK: You can see on the survey,
 12 there is a driveway to the garage, there is a
 13 grass backyard, and there is a -- is it
 14 gravel -- is the south driveway gravel or --
 15 MR. MORELLI: It's blacktop. Right.
 16 There would be a big yard between the two
 17 garages. There is a lot of space between the
 18 two of them.
 19 MR. MEEK: The lot is not large enough
 20 to subdivide. It's a little too undersized for
 21 that, but it's a big lot for the area.
 22 MR. MARTINEZ: You wouldn't be adding

06:41:21PM

06:41:47PM

1 an additional impermeable structure above it,
2 right?

3 MR. MEEK: Well, the garage would be
4 the additional impermeable structure.

5 MR. MARTINEZ: Right. It would be
6 increasing --

7 MR. MEEK: On the entirety of the lot,
8 correct.

9 MR. MEYER: But it doesn't break the
10 threshold.

06:42:08PM

11 MR. BIAGI: Has there ever been two
12 garages on this property that we know of?

13 MR. MORELLI: Not that I know of, no.
14 There is a shed there now that they store stuff

15 in. I think it would be nicer for somebody to
16 have a garage to park their car in the winter

17 and put their bicycle, so it doesn't gather
18 outside.

19 MR. MEYER: Unless you guys can tell me
20 differently, I don't know.

06:42:43PM

21 I guess we'll open it up. Do you
22 guys have any questions for -- I don't know

1 recommendation of the council, then that would
2 be the recommendation. If the condition is not
3 included in the recommendation, then it may
4 require further proceedings when they determine
5 the size, the scope, whatever they want to
6 build. If it -- It may have to go through
7 further review.

8 MR. GETTLEMAN: We're either approving
9 as-is or not approving?

10 MR. JABLECKI: You're either approving
11 the rezoning with staff's conditions --

12 MR. MARESCO: With no garage -- second
13 garage.

14 MR. JABLECKI: -- or with whatever
15 conditions you feel are appropriate for the
16 recommendation.

17 MR. MARESCO: Just spit-balling, you
18 know, just my opinion, looking at pictures,
19 looking at the plat of survey, et cetera, you
20 know, common sense tells me you have a duplex
21 unit, you have a two multifamily home, there is
22 two driveways, one has a garage, the other

06:44:15PM

06:44:35PM

1 about the argument that he's not allowed. He
2 can get a variance.

3 MR. JABLECKI: What's being requested
4 is the rezoning. Staff's recommendation is, as
5 a condition to that rezoning, that there be a
6 prohibition on adding the second detached
7 garage.

8 MR. MEYER: Is there --

9 MR. MARESCO: Legal reasons.

10 MR. MARTINEZ: No because it's already
11 nonconforming. Basically, the commission would
12 be allowing it to be -- extending it beyond what
13 would normally be legal but, as a condition of
14 that extension, we're saying no garage. So now
15 it would be dependent upon us -- It sounds like
16 the petitioner is saying, please, give us the
17 extension, say no longer conforming but let us
18 do a garage.

06:43:17PM

19 MR. MEEK: I take some issues with
20 that.

06:43:48PM

21 MR. JABLECKI: Ultimately, if the
22 condition is in the rezoning and that's the

1 doesn't. As long as it complies, at least
2 physically, it will add property -- it will add
3 value --

4 MR. MEYER: I agree.

5 MR. MARESCO: -- to the house. You
6 know, as long as they don't go overboard. I
7 don't know -- You're saying 24-by-24. I think
8 that's another conversation we should have,
9 though, at least.

10 MR. COREN: Just so the planning and
11 zoning commission understands, as we were
12 originally going through this, staff didn't have
13 an objection to a second detached garage;
14 however, we ended up getting a complaint that
15 there was a business operating out of the
16 garage.

06:45:06PM

17 MR. MEYER: That's right. We didn't
18 have --

19 MR. MARESCO: What kind of business,
20 first off?

06:45:24PM

21 MR. COREN: They ceased at this point
22 but they were using the garage.

1 MR. MEEK: I think it would be unfair
 2 to hold the fact that the tenant --
 3 MR. MORELLI: He moved right away.
 4 MR. MEEK: -- against the landlord.
 5 MR. MORELLI: The day I went over
 6 there, he moved everything out right away.
 7 MR. MEYER: That's already you can't
 8 operate a business out of your garage, right?
 9 MR. COREN: So you can operate a
 10 business out of a garage but the complaint that
 11 came in was, look, you already have zoning
 12 proceedings against the property. While they
 13 were already in zoning violation, they are
 14 continuing by operating a business from the home
 15 that the neighbors can see and has some impact
 16 upon them.
 17 So, as we were looking at this, you
 18 know, if we're going to continue with having
 19 some density on a rental property that's being
 20 used as a commercial business, is there a need
 21 to add a second detached garage? Now, I don't
 22 think it should be -- Staff's recommendation

06:45:43PM

06:46:03PM

1 we wouldn't be able to do it without it. I
 2 don't believe there is a need for a variation.
 3 And thank you, Scott, for
 4 explaining the background of it. I think it
 5 would be kind of unjust to hold us back from
 6 being able to do something that anybody else
 7 with a duplex, potentially, could do, as long as
 8 it's conforming code, based on the bad act of a
 9 tenant.
 10 MR. BIAGI: I take some objection to
 11 having two driveways on a small property, in
 12 that we have lots of pavement there that cars
 13 can stack up and everything. Is this a property
 14 where you could have one driveway and get around
 15 to two garages? Or is that something an
 16 architect would, you know --
 17 MR. MORELLI: I think that would cover
 18 a lot more impervious area doing that. You lose
 19 the yard in the back. You would be driving
 20 through the backyard in order to get to the
 21 garage.
 22 MR. BIAGI: I've got you.

06:47:25PM

06:47:53PM

1 wouldn't be that you have to have no second
 2 garage or this won't work. It's just we thought
 3 that that was a way to help prohibit some
 4 activity that was going on at the property that
 5 probably shouldn't have occurred.
 6 We always like to add extra value.
 7 We even have a detached garage being added in an
 8 area where there is not as much room and is more
 9 challenging. That's what's open. I certainly
 10 understand opinions on that.
 11 MR. MEYER: I love that argument but --
 12 MR. GETTLEMAN: We can say that you
 13 could have another garage, as long as they are
 14 not doing anything illegal in there.
 15 MR. MARESCO: Again, as long as it
 16 complies physically, it's not that, you know,
 17 you have to get a survey done or something done.
 18 MR. JABLECKI: They have to submit
 19 building permit, applications, and plans.
 20 MR. MEEK: If, for some reason, there
 21 was a need for a variation, then we would
 22 consider coming back to ask for that; otherwise,

06:46:36PM

06:46:58PM

1 MR. MORELLI: The house right across
 2 the street from me has two driveways and two
 3 garages. I looked at that and thought that it
 4 would be nice and look nice in the neighborhood,
 5 rather than have a shed and have people put
 6 their bicycles outside and cars outside.
 7 Honestly, it might increase my
 8 rental, you know, because I'm losing the three
 9 units. I'm going down to two now, so I would
 10 like a nicer place for people to live. That's
 11 my thought.
 12 MR. BIAGI: You see two driveways --
 13 MR. MEEK: If this was a smaller lot,
 14 maybe it would have more resonance but I think
 15 that this is still a big backyard area. We
 16 appreciate the chance to look into that.
 17 MR. JABLECKI: You can open it up for
 18 public comment.
 19 MR. MEYER: Let me open it up for
 20 public comment. Does anybody have any
 21 questions, comments, any concerns?
 22 UNIDENTIFIED SPEAKER: It sounds like a

06:48:18PM

06:48:40PM

1 beautiful plan. It's Chicago. I mean, it's
 2 weather -- The weather we have, it's nice for
 3 the renters to have garage on both sides.
 4 MR. JABLECKI: Just to be clear, the
 5 recommendation, right now, we're not approving a
 6 garage. If there's a recommendation, it's we're
 7 recommending the rezoning. The question is
 8 whether there should be a condition prohibiting
 9 a second garage.
 10 MR. MEYER: Anybody have any more
 11 questions?
 12 (No response.)
 13 Then, I think, we should make a
 14 motion to close the open meeting.
 15 MR. JABLECKI: There's no further
 16 comment from the public, correct?
 17 MR. MEYER: I already asked.
 18 MR. JABLECKI: The motion is to close
 19 the public hearing.
 20 MR. MEYER: Make a motion to close
 21 public comment.
 22 All in favor.

06:49:19PM

06:49:43PM

STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified Shorthand Reporter, Registered Professional Reporter, and Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my electronic signature this 26th day of November, A.D. 2024.

/s/ Kristi Landolina
 KRISTI LANDOLINA,
 C.S.R. No. 084-004611,
 Notary Public, DuPage County

1 (All aye.)
 2 (Which were all of the
 3 proceedings had in the
 4 above-entitled cause.)

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CITY of HIGHWOOD

Incorporated 1887

INSTRUCTIONS TO THE PETITIONER:

You may seek a variation from the Zoning Ordinance of the City of Highwood, as amended. These instructions are provided as a courtesy by the City of Highwood. They are not a substitute for your own legal research or legal counsel. You may wish to seek legal advice in your Petition for Variation as it will aid in the prompt determination of your Petition. Copies of the Zoning Code are available for inspection and/or purchase at Highwood City Hall.

The City may require that any requests for zoning changes be accompanied by an application to the Lake County Soil and Water Conservation District. If that is the case, that District requires at least a thirty (30) day advance notification. Generally, Lake County Soil and Water Conservation District approval will be required only when it appears that the variation proposed has substantial changes to topography and the like.

Zoning variations and Special Use Permits are controlled by Section 9.0 of the Highwood Zoning Code. They are heard by the Planning and Zoning Commission. Your petition must disclose the following items:

- (1) The name of the Petitioner;
- (2) The fee holder (holder of the title of the property); if the two are not one in the same, you must disclose how the Petitioner is legally authorized to present the variation petition, and the fee holder must consent in writing to the petition;
- (3) The full legal description of the property, common address and parcel identification number. You should submit a copy of a Deed, Title Policy or Plat-of-Survey containing the legal description. If you are a tenant, you must submit an executed copy of your lease agreement;
- (4) You must describe in detail the scope of work and the zoning variation or special use sought. If the variation includes an encroachment, state the extent of the encroachment. Specify the provisions of the Zoning Code from which you are seeking a variation and include such site plans, sketches, diagrams, engineering studies or other relevant materials which help to explain the variation and why you qualify for a variation pursuant to Section 9.7 of the Zoning Code;
- (5) An **application fee in the sum of \$600.00 (3 or less units) or \$900.00 (4 or more units and Commercial)** payable to the City of Highwood must be enclosed.
- (6) Additionally, the City Manager's Office **required the application to provide an escrow in the amount of \$2,500**. The escrow covers the cost of publication, attorney fees, consultant fees, court reporting services and any other fees incurred as a result of your petition;
- (7) It is your responsibility to explain in detail in your petition (be prepared to present competent evidence to the Planning and Zoning Commission) why you qualify for the zoning variation or special use. The variation can only be granted if the following conditions exist:
 - a. You must establish the hardship you will incur if the variation is not granted. State your hardship. For example, *"My kitchen is located on the side of the house and I need a larger kitchen for my family. If we try to location the kitchen in another area of the house it will be prohibitively expensive;"*

- b. The construction or use is in harmony with the surrounding construction or use;
- c. The construction or use is not objectionable to the surrounding residents;
- d. Strict application of the provisions of the Zoning Ordinance would deprive you, the petitioner, of any reasonable use of this land. Mere loss and value shall not justify a variation; there must be a deprivation of beneficial use of the land;
- e. The variation or special use is only a minor deviation of the provisions of the Zoning Ordinance.

ALL REQUESTS FOR A ZONING VARIATION MUST BE SUBMITTED TO THE BUILDING/ZONING OFFICIAL AT LEAST TEN (10) DAYS PRIOR TO THE NEXT SCHEDULED CITY COUNCIL MEETING. During that ten (10) day period the application will be reviewed by the Mayor, Building Official and Zoning Administrator for completeness. If the application is determined to be complete, generally speaking, that application will be referred to the Planning and Zoning Commission at the next City Council meeting. The Planning and Zoning Commission will hold and schedule a public hearing as required to review your petition.

Your attendance at the public hearing is required. You will be required to present your petition. It is your responsibility to be familiar with the Zoning Code and request any relief you deem appropriate and to be forthcoming with any facts or circumstances which may be important for a review of your petition. **THEREFORE, IF THERE ARE ANY DATES AT WHICH YOU CANNOT ATTEND THE HEARING, THE SAME SHOULD BE NOTED IN YOUR PETITION.**

After the hearing the Planning and Zoning Commission will make its recommendations and the Chairman will forward a written recommendation to the City Council. The City Council may then approve or deny the recommendation. Generally speaking, this will occur at the next meeting of the City Council following the Planning and Zoning Commission hearing. If the variation is approved, an ordinance is drafted and voted upon at the next City Council meeting. Assuming the variation is granted, you must make your submission to the Building and Zoning Official for plan review and issuance of the appropriate permits.

PLEASE NOTE THAT THE CITY MAY IMPOSE A REQUIREMENT THAT YOU, AS THE PETITIONER AND/OR THE OWNER, PAY ALL COSTS (STAFF, LEGAL, ENGINEERING, PLANNING, ETC.) THAT ARE INCURRED BY THE CITY AS A RESULT OF YOUR PETITION, OR THE DEVELOPMENT PROCESS.

Depending on various schedules, the length of the hearings, the zoning variation process may take six (6) to twelve (12) weeks with an additional two (2) to four (4) weeks to obtain a building permit. Please plan accordingly.

Copies of the Zoning Ordinance and Rules of Procedure for the Planning and Zoning Commission are available upon request.

Attached to these instructions is a form for reference only.

Very Truly Yours,
Highwood Planning and Zoning Commission

CITY OF HIGHWOOD – PETITION FOR A VARIATION

GENERAL INSTRUCTIONS

1. Please type or print legibly;
2. If more room is required for any answer, attach an Exhibit;
3. **Include twelve (12) copies of all “required documents.” Required documents include: a lease (if you are a tenant), a deed or title policy, a site plan, a current plat-of-survey and plans showing elevation(s) and/or floor plan;**
4. Include a check payable to the City of Highwood in the sum of \$600.00 (3 or less units) or \$900.00 (4 or more units and Commercial) being the application fee;
5. If applicable, include a copy of the Lake County Soil and Water Conservation District application. Please indicate the date of filing of said application.

APPLICATION

1. Name, address, telephone number(s) (home, work, fax, pager, and cellular) and e-mail address of applicant.

Tang Wong / Vape312 Highwood
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847-420-5125
twong@vape312.com

2. Name, address, telephone number(s) (home, work, fax, pager, and cellular) and e-mail address of attorney for applicant.

3. Name, address, telephone number(s) (home, work, fax, pager, and cellular) and e-mail address of owner of property (fee holder). If the property owner is different than applicant please specify why applicant is legally authorized to present this petition. Include written proof of such authority (e.g. Power of Attorney). **Include a copy of the deed or title insurance policy showing title in the property owner.**

BME APARTMENTS, LLC, SERIES LITTLE FORT FIVE
2070 GREEN BAY RD.
HIGHLAND PARK, IL 60035
larry@888rentme2.com
847-727-9362

4. Indicate when and how the property owner acquired title to the property for which a variance is sought. If you are not the property owner, state your interest in the property and be prepared to provide documentation of your interest at the hearing.

Vape312 has been located at 502 Sheridan Rd., Highwood, Il. 60040 since 2016. The owner is selling the property and will not renew our lease. We have acquired a lease to relocate to 417 Sheridan Rd., Highwood, Il 60040.

5. Provide the legal description, common address and parcel identification number of the property.

417 Sheridan Rd.
Highwood, Il 60040

6. State the Zoning District in which the property is located.

MX-1 DOWNTOWN MIXED USE

7. State the scope of the work and indicate the specific variation you are requesting. Attach such diagrams, drawings or other information as may be useful to the Planning and Zoning Commission in understanding your variation. You must indicate the specific sections of the Highwood Zoning Code for which the variation is sought.

There is no specific work that needs to be done to the space before occupancy

8. Explain why the proposed variation or use is in harmony with the surrounding construction or use.

Vape312 and the surrounding businesses share the same demographics, so this will actually be more beneficial and convenient for customers.

9. Explain why the variation or use is not objectionable to the surrounding residents.

Vape312 customer visits are very short and don't go past five minutes, so local parking and traffic will not be affected.

10. Explain why strict application of the provisions of the Highwood Zoning Code would deprive you of any reasonable use of the land. Remember, mere loss in value will not justify a variation; there must be a deprivation of beneficial use of the land.

Our type of business is not currently classified under a particular Zoning Code, so we require approval for Special Use. Without approval, we will be forced to go out of business after 10 yrs in Highwood.

11. Explain why the variation or special use is only a minor deviation of the provisions of the Highwood Zoning Ordinance.

Vape312 has been under a special use at 502 Sheridan Rd. since 2016. We are only requesting to move the Special Use to 417 Sheridan Rd.

12. Describe in detail the current use(s) of the property (for example, single-family, duplex, multi-family, type(s) of business use). As applicable, describe the number of residential units, layout of the property, layout of each unit, size (square footage), and occupancy of the units of same and/or whether the property is used for residential or business purposes. Also, indicate the parking plan, number of parking spaces and vehicles used by occupants of the property. Use an attachment, if necessary.

The previous tenant was IC Signs. They provided printing services and signage. There is an attached garage in back of the building.

13. Explain any other relevant factors which should be considered by the Planning and Zoning Commission. (Such as the hardship that will occur if the variation is not granted). If your application is for a Special Use Permit, include an explanation as to your compliance with the requirements for same.

If the Special Use is not granted, Vape312 will be forced to go out of business.

14. Please note any dates on which you cannot attend a Planning and Zoning Commission meeting, as your attendance is required to present the petition. Note: these are traditionally scheduled weekday evenings at the Highwood City Hall, 17 Highwood Avenue, Highwood, Illinois, 60040.

15. State the name, address and telephone number of any witness you intend to use. Further, if your neighbors do not object to the variation, try to obtain and include written statements from them.

I, the undersigned being duly sworn on oath depose and state that I have read the above and foregoing petition by me subscribed, that the same is true in substance and in fact. Further, I am the owner of the property for which a variation is sought, or am otherwise authorized by law to present this petition.



3/24/2025

Signature of Petitioner

Date

CONSENT OF OWNER

I, the undersigned being duly sworn on oath depose and state that I have read the above and foregoing petition. Further, I am the owner of the property for which a variation is sought and consent to the hearing of this petition. I acknowledge that the costs of zoning proceedings may be assessed to the petitioner and/or property owner.



dotloop verified
04/03/25 12:38 PM CDT
WBYL-94AO-QNBE-3VJN

04/03/2025

Signature of Petitioner

Date

**WARRANTY DEED
STATUTORY (ILLINOIS)**

Type: DW
Recorded: 4/3/2023 1:31:56 PM
Fee Amt: \$1,072.50 Page 1 of 2
Receipt#: 202300013313
IL Rental Housing Fund: \$9.00
State Stamp Fee: \$675.00
County Stamp Fee: \$337.50
Lake County IL
Anthony Vega Lake County Clerk

MAIL TO:

Mark T. Chavin, Esq.
Strauss Malk & Feder LLP
135 Revere Drive
Northbrook, IL 60062

File# 7966401

NAME & ADDRESS OF

TAXPAYER:

BME Apartments LLC,
Series Little Fort Five
1954 First Street, #122
Highland Park, IL 60035

REAL ESTATE TRANSFER TAX

County:	\$337.50
Illinois:	\$675.00
Total:	\$1,012.50
Stamp No:	1-509-021-904
Declaration ID:	20230304987034
Instrument No:	7966401
Date:	03-Apr-2023

THE GRANTOR, Vitcenzi Properties LLC, an Illinois limited liability company, of the City of Highwood, County of Lake, State of Illinois, for and in consideration of Ten and 00/100's DOLLARS (\$10.00) and other good and valuable considerations in hand paid, CONVEYS AND WARRANTS to BME Apartments, LLC Series Little Fort Five, an Illinois series limited liability company of the City of Highland Park, County of Lake, State of Illinois, all interest in the following described real estate situated in the County of Lake, in the State of Illinois to wit:

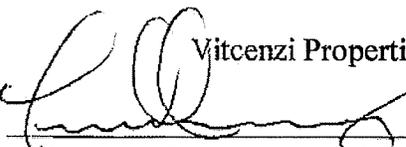
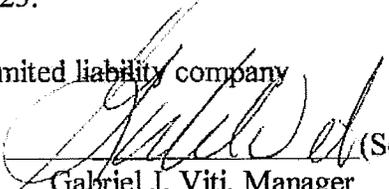
LOT 1 AND THE NORTH 3 FEET OF LOT 2 IN PEKAR'S SUBDIVISION OF LOT I IN BRAND'S SUBDIVISION OF PART OF PLAT "D" IN HIGHWOOD, IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1928 AS DOCUMENT NO. 324477, IN BOOK 'T' OF PLATS, PAGE 27, IN LAKE COUNTY, ILLINOIS.

Permanent Index Number: 16-15-214-009
Property Address: 417 Sheridan Road, Highwood, Illinois 60040

Subject to: covenants, conditions and restrictions of record and 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.

THIS IS NOT HOMESTEAD PROPERTY OF THE GRANTOR

Dated this 20 day of March, 2023.

Vitcenzi Properties LLC, an Illinois limited liability company
By:  (Seal) By:  (Seal)
Leonard R. Innocenzi, Manager Gabriel J. Viti, Manager
(The above being all of the Managers of the Seller)

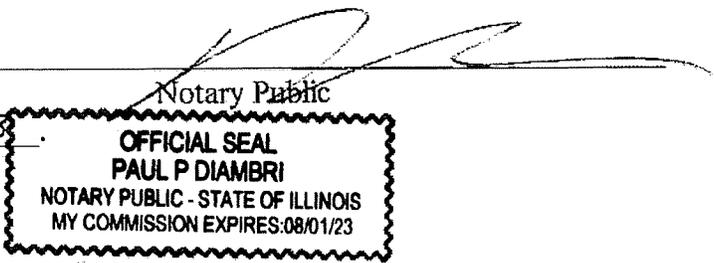
State of ~~Illinois~~ IL)
)SS
County of Lake)

I, the undersigned a notary public in and for said County, in the State aforesaid, do hereby certify that Leonard R. Innocenzi, Manager of Vitcenzi Properties LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of MARCH, 2023.

Commission expires 08/01, 2023.

State of Arizona)
)SS
County of Maricopa)



I, the undersigned a notary public in and for said County, in the State aforesaid, do hereby certify that Gabriel J. Viti, Manager of Vitcenzi Properties LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of March, 2023.



Ismael Malave-Flores
Notary Public

NAME and ADDRESS OF PREPARER:

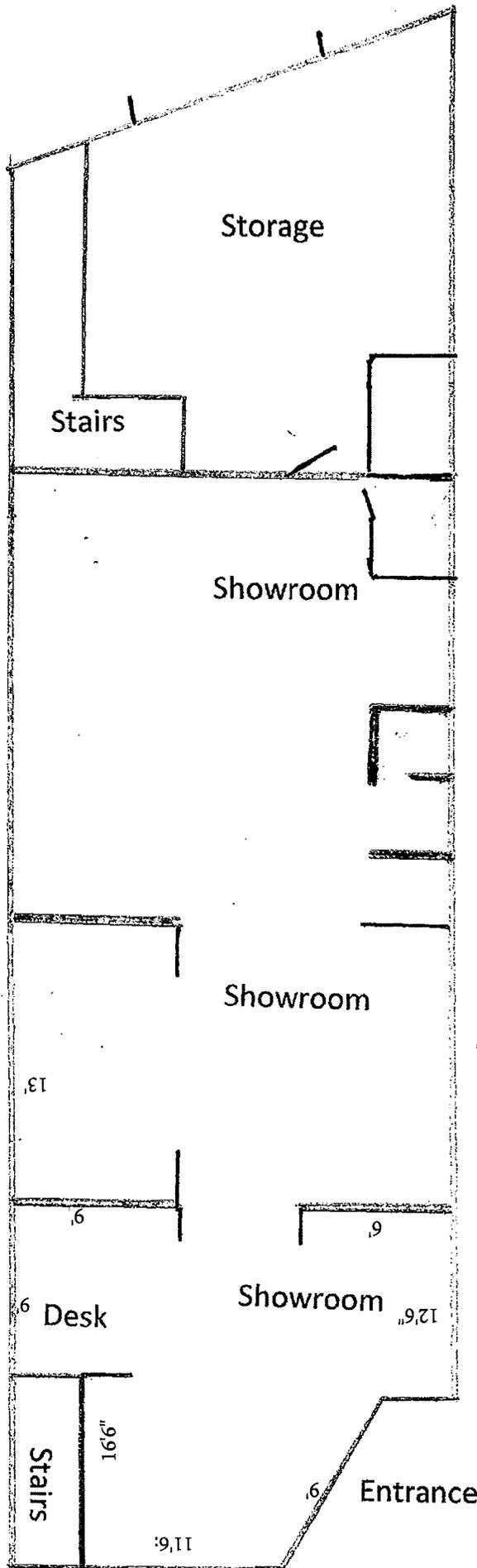
Paul P. Diambri, Esq.
Law Offices of Diambri & Caravello
300 Green Bay Road
Highwood, IL 60040

ILLINOIS TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF
PARAGRAPH E, SECTION 4, REAL ESTATE
TRANSFER ACT.

DATE: N/A
N/A
Signature of Buyer, Seller or Representative

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).

ATA / GMT Title Agency
175 E. Hawthorn Parkway, Suite 135
Vernon Hills, IL 60061
File # 23804990-IL



Storage

Stairs

Showroom

Bathroom

Showroom

Desk

Showroom

Stairs

Entrance



COMMERCIAL LEASE

THIS COMMERCIAL LEASE is made and entered into by and between 888Rentme2, LLC, an Illinois limited liability company, as agent for BME Apartments, LLC Series Little Fort Five, an Illinois limited liability company (collectively the “**Landlord**”) and Vape312-Highwood, Inc, an Illinois Corporation (the “**Tenant**”), as of April 1, 2025.

ARTICLE 1 DEFINED TERMS

In addition to the other definitions appearing in the text of this Commercial Lease (the “**Lease**”), the following terms have the respective meanings set forth next to each such term:

- 1.01 **Commencement Date:** June 1, 2025
- 1.02 **Expiration Date:** July 31, 2030
- 1.03 **Guarantor(s):** The Tenant’s payment and performance under this Lease is guaranteed by Christian Micor and Tang Wong, under the Guaranty of Commercial Lease attached hereto and incorporated herein by this reference.
- 1.04 **Landlord:** The owner of the Premises is BME Apartments, LLC Series Little Fort Five, and 888Rentme2, LLC is the authorized agent for the owner of the Premises.
- 1.05 **Landlord's Address:** 2070 Green Bay Rd, 122, Highland Park, IL 60035
- 1.06 **Rent:** The gross monthly rent during each year of the Term is the following:
 - Year 1 – June 1 2025, through July 31, 2025: \$0.00/month
 - Year 1 – August 1, 2025, through July 31, 2026: \$3,200.00/month
 - Year 2 – August 1, 2026, through July 31, 2027: \$3,200.00/month
 - Year 3 – August 1, 2027, through July 31, 2028: \$3,296.00/month
 - Year 4 – August 1, 2028, through July 31, 2029: \$3,296.00/month
 - Year 5 – August 1, 2029, through July 31, 2030: \$3,395.00/month

Common Area Maintenance (“**CAM**”), real estate taxes, and insurance are included in the gross rents, stated above.

1.07 **Permitted Use:** Retail sales of vape and smoking products and accessories per City of Highwood Variation approval (once approved copy will be submitted to landlord). If not approved this lease will be null and void.

1.08 **Possession:** June 1, 2025

1.09 **Premises:** 417 Sheridan Road, Commercial, Highwood, IL 60040

1.10 **Security Deposit:** \$6,400.00 – ½ due upon signing, balance due at possession

1.11 **Tenant:** Vape312-Highwood, Inc

1.12 **Tenant's Address:** Christian Micor 9241 Parkside Ave Morton Grove, IL 60053
Tang Wong 9241 Parkside Ave, Morton Grove, IL 60053

ARTICLE 2 GRANT AND TERM

2.01 **Grant.** In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions herein provided, subject to the terms and conditions of this Lease.

2.02 **Term.** Subject to the terms, covenants and agreements contained herein, Tenant shall have and hold the Premises for a term (the "**Term**") commencing on the Commencement Date and ending on the Expiration Date or such earlier date as this Lease may be terminated pursuant to the terms and conditions hereof.

2.03 **Option to Extend Term.** Subject to the terms, covenants and agreements contained herein, Tenant, provided no event of default has occurred which has not been timely cured as provided in this Lease, shall have the right (the "**Extension Option**"), upon written notice delivered to Landlord no later than one hundred eighty (180) days prior to the expiration of the Term, to extend the Term for one (1) additional five (5) year term (the "**Extension Term**"). If Tenant timely exercises the Extension Option, then the Rent for each year of the Extension Term shall be:

Year 1 - August 1, 2030, through July 31, 2031: \$3,565.00
Year 2 - August 1, 2031, through July 31, 2032: \$3,672.00
Year 3 - August 1, 2032, through July 31, 2033: \$3,782.00
Year 4 - August 1, 2033, through July 31, 2034: \$3,895.00
Year 5 - August 1, 2034, through July 31, 2035: \$4,012.00

**ARTICLE 3
RENT, TAXES AND UTILITIES**

3.01 Rent. Tenant shall pay to Landlord the Rent in advance, on the first day of each month of the Term. If the Term commences on a day other than the first day of the month or ends on a day other than the last day of a month, Tenant shall pay rent for the fractional month on a per diem basis. All amounts due, including, Rent and additional rent payable under this Lease, shall be referred to herein as "**Rent.**" Landlord shall have no obligation to provide tenant with a Notice of Default for Tenant's failure to pay rent within five (5) days after the date when due before declaring a default under this Lease.

3.02 Utility Charges. Tenant shall be solely responsible for and shall pay when due, all charges for heat, light, gas, telephone, internet access, electricity or any other utility services used or consumed in the Premises, including payment for meters, submeters, meter installation, deposits, service connections and service charges. All such services shall be billed to and paid by Tenant directly. Landlord shall be responsible for water and sewer

3.03 Method of Payment; Past Due Rents. All Rent shall be paid to the order of Landlord at the Landlord's Address, or at such other place or to such other person as Landlord may from time to time direct in writing, or as is otherwise provided herein, in lawful money of the United States of America. If Tenant fails to make any such payment within five (5) days after the same becomes due, then in addition to all rights, powers and remedies provided herein, by law or otherwise in the case of nonpayment of rent, Landlord shall be entitled to recover from Tenant and Tenant agrees to pay to Landlord, on demand, a late payment charge equal to the sum of two hundred dollars (\$200). In the event that Tenant remains delinquent for more than thirty (30) days, Tenant also agrees to pay to Landlord, as additional rent, interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by law) on all overdue installments of Rent calculated for the period beginning on the date when such payment was due through the date when such payment is received in full by Landlord.

**ARTICLE 4
CONDITION OF PREMISES**

Tenant acknowledges that (a) the Premises are in satisfactory condition and that Landlord has no further obligation to improve or repair the Premises, and (b) it is Tenant's obligation under this Lease to keep the Premises in good condition and repair, at Tenant's expense, except for any repairs that are the duty and obligation of Landlord under this Lease.

**ARTICLE 5
USE OF PREMISES**

5.01 Use. The Premises shall be occupied and used only for the Permitted Use and for no other purpose unless Landlord, in its sole discretion, consents to a change in such use. Tenant agrees to perform, fully obey, and comply with all ordinances, rules, regulations and laws of all governmental authorities, boards and officers relating to the use of the Premises.

5.02 Operation. Tenant agrees to conduct Tenant's business in a first-class, high-grade manner consistent with reputable standards and practices and in such manner that the reputation of the Premises is furthered.

5.03 Occupancy Services. Notwithstanding anything to the contrary contained herein, Tenant shall provide, at Tenant's sole cost and expense, all occupancy services for the Premises including scavenger service, window washing service and interior janitorial services.

ARTICLE 6 QUIET ENJOYMENT AND LANDLORD'S RIGHT OF ENTRY

6.01 Quiet Enjoyment. If and so long as Tenant shall pay the Rent specified herein and observe and perform all covenants, agreements and obligations required by it to be observed and performed hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease and the mortgages and other matters to which this Lease is or may become subordinate.

6.02 Reserved Rights of Landlord. Landlord expressly reserves the right as to the Premises at any time to do, or permit to be done, any or all of the following: add or remove buildings or structures; change the number and location of buildings and structures; change building dimensions; change the number of floors in any of the buildings or structures; add to, alter or remove, partially or wholly, any structure or structures; change the identity and type of units or tenancies and the dimensions thereof; change any name of the Premises; change the address or designation of the Premises; provide or reduce parking areas; and change the means of access to and egress from the Premises, provided such changes do not interfere with Tenant's business operations.

6.03 Right of Entry. Tenant agrees that Landlord, its agents, employees or servants, or any person authorized by Landlord, may, upon reasonable notice, enter the Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes or alterations to the Premises or the building of which they are a part as Landlord may elect to make, and to exhibit the same to prospective purchasers, mortgagees and tenants of the Premises. Tenant will provide Landlord and its representatives with any necessary alarm or access codes required for entry in case Landlord needs to access the Premises in an emergency. Such entry, inspection and repairs, additions, improvements, changes or alterations

as Landlord may make of or to the Premises or the building of which the Premises are a part shall not constitute eviction of Tenant in whole or in part, and the Rent reserved shall not abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Premises at any time when for any reason entry therein shall be necessary in the reasonable judgment of Landlord to prevent injury or damage, Landlord or Landlord's agents or employees may enter same, without notice, by master key or by forcible entry without liability therefor and without in any manner affecting the obligations, covenants, terms or conditions of this Lease.

ARTICLE 7 NUISANCE AND WASTE; RULES AND REGULATIONS

7.01 Nuisance and Waste. Tenant shall not perform any acts or carry on any practices which may injure the Premises, violate any certificate of occupancy affecting same, constitute a public or private nuisance or a menace to other tenants in or near the Premises, produce undue noise, create obnoxious fumes or odors or otherwise cause unreasonable interference with other tenants of or near the Premises. In addition, notwithstanding the provisions of the Section of this Lease entitled "Use", Tenant shall not (a) permit any unlawful or immoral practice to be carried on or committed in the Premises; (b) make any use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep or use, or permit to be kept or used, in the Premises any flammable fluids or explosives; (d) deface or injure the Premises; (e) overload the floors, walls or ceilings of the Premises; or (f) commit or suffer any waste in or about the Premises.

7.02 Rules and Regulations. Tenant covenants and agrees with Landlord that:

(a) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Premises, prepared for collection. Tenant shall pay the cost of removal of all of Tenant's refuse or rubbish. Tenant, at Tenant's expense, shall be responsible for the proper handling, storage and removal of waste generated in the Premises. Tenant's failure to properly dispose of waste, or failure to comply with any Environmental Laws, regulations, and ordinances, shall be deemed a default hereunder. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

(b) No aerial antenna or satellite system shall be erected on the roof or exterior walls of the Premises, without in each instance the written consent of Landlord. Any aerial antenna so installed, without such written consent, shall be subject to removal without notice at any time. Tenant shall not affix or attach any other item to the roof, exterior walls, parking lot or landscaped area of the Premises without, in each instance, the written consent of Landlord.

(c) The areas adjoining the Premises (including the walk-ways to and from the Premises) shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the reasonable satisfaction of Landlord, and Tenant shall not place or permit any obstructions in such areas or store any matter in such areas or other unauthorized areas of the Premises.

ARTICLE 8 COMPLIANCE WITH LAW; LIENS; INDEMNITY

8.01 Compliance with Law and Contracts. Tenant shall, at its expense, comply with and cause the Premises to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, at any time during the Term. Tenant shall, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts, agreements and restrictions of which Tenant has notice affecting the Premises or any part thereof or the occupancy or use thereof.

8.02 Title and Covenant Against Liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest in the Premises arising from labor, material, service or equipment ordered or authorized by Tenant or its agents and employees, and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises, and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If Tenant, in contravention of this Section, allows or causes any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest therein, and fails to promptly cure such by obtaining the release of any such liens, Landlord may obtain the release of any such liens, and in such event all of Landlord's expenses in obtaining such release, including reasonable attorney's fees, shall become additional Rent payable by Tenant immediately upon written notice thereof by Landlord.

8.03 Indemnification. Tenant hereby indemnifies Landlord for any bodily injury or property damage of any third parties by reason of Tenant's negligence, and the negligence of its employees, agents, servants or contractors, in its use or occupancy of the Premises. Landlord hereby indemnifies Tenant for any bodily injury or property damage of any third parties by reason of Landlord's negligence and the negligence of its employees, agents, servants or contractors, in its maintenance, use or occupancy of the Premises. However, neither party shall be responsible for the payment of the other party's attorney's fees arising out of the enforcement of this indemnification unless awarded by a court of competent jurisdiction.

ARTICLE 9 MAINTENANCE AND REPAIR OF PREMISES

9.01 Maintenance by Tenant. Tenant shall at all times maintain the entire Premises (including maintenance of exterior entrances and all glass and window moldings) and all floors,

ceilings, interior walls, partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, plumbing fixtures, heating, air conditioning, ventilating, electrical, and fire protection systems serving the Premises, and including space around ducts, pipes, vents or other parts of the heating, air conditioning, ventilating and plumbing systems which protrude through the roof of the Premises) in good order, appearance, condition and repair, including all necessary replacements of any of said facilities, other than the parking lot.

9.02 Maintenance by Landlord.

(a) Landlord covenants to maintain or cause to be maintained any common areas, including any parking lot and any landscaped area.

(b) Landlord covenants to maintain or cause to be maintained only the foundations and roof of the Premises, and the structural soundness of the floors and exterior walls thereof in good order, repair and condition, exclusive of any work required because of damage caused by any act, omission or negligence of Tenant, any subtenant or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until fifteen (15) days after written notice from Tenant that the same is necessary, unless an immediate response is necessary to avoid serious damage to Tenant at which time Landlord shall commence work within forty-eight (48) hours after receiving written notice from Tenant. Notwithstanding the foregoing, Landlord shall perform all required inspections and preventative maintenance required for the roof. Also, notwithstanding the foregoing, Landlord will commence work on any roof leak within five (5) business days after notice from Tenant and shall diligently proceed to remedy same. If Tenant, after first contacting Landlord and giving Landlord a reasonable opportunity to remedy a roof leak, reasonably believes that Tenant can cause the roof leak to be repaired more quickly, Tenant may repair such roof leak and Landlord shall reimburse Tenant for the cost of such repair, but Landlord shall not under any circumstances reimburse Tenant for more than the sum of five hundred dollars (\$500) per repair nor more than the sum of one thousand dollars (\$1,000) in total per year (prorated for any partial year). Additionally, Tenant may, in Tenant's discretion, fix any roof leak at any time, at Tenant's sole expense.

(c) If Landlord is required to make repairs to the Premises by reason of Tenant's acts, omissions or negligence, or if Tenant refuses or neglects to repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's personal property and fixtures, or to Tenant's business by reason thereof. Upon completion thereof, Tenant shall reimburse Landlord's costs for making such repairs upon presentation of a bill therefor, as additional rent.

ARTICLE 10
FIXTURES, SIGNS, AND ALTERATIONS

10.01 Fixtures. All readily movable furnishings, fixtures and equipment owned and used by Tenant in the Premises shall at all times during the Term be and remain the property of

the Tenant. Upon expiration of this Lease, Tenant shall remove all such furnishings, fixtures and equipment and restore the Premises as provided in Section 18.01, provided that Tenant shall not remove any equipment, conduits and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting and sewer service to the Premises, all of which, together with any other furnishings, fixtures and equipment not removed by Tenant as provided above, shall become the property of Landlord upon expiration of the Term or termination of Tenant's right to possession of the Premises pursuant to the provisions of this Lease, including Article 15.

10.02 Signs. Tenant shall have the right to place signs on the exterior and interior of the Premises, provided that the size, style, appearance and location of all exterior signs and all interior signs visible from the exterior of the Premises (excluding the standard signage on the storefront fascia) shall be subject to the approval of Landlord prior to installation. Landlord shall have the right to remove any unapproved sign without notice to Tenant, and Tenant shall pay Landlord's cost of removal within five (5) days after demand. Tenant shall, at its own expense, maintain and keep in good repair its signs, and upon expiration or earlier termination of this Lease or Tenant's possession hereunder, shall remove all such signs and repair any damage caused thereby. All such permitted alterations, improvements and changes in the Premises shall be at Tenant's expense and shall be performed in accordance with plans approved by Landlord and shall comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules and regulations. All such alterations, improvements and changes shall, upon termination of this Lease, become the property of the Landlord, unless otherwise agreed to in writing by the Landlord.

10.03 Alterations. Tenant shall not make any alterations, additions, improvements or changes in the Premises without in each instance first obtaining the prior written consent of Landlord, except as specifically provided in this Lease. All such permitted alterations, improvements and changes in the Premises shall be at Tenant's expense and shall be performed in accordance with plans approved by Landlord and shall comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules and regulations. All such alterations, improvements and changes shall upon termination of this Lease, become the property of the Landlord, unless otherwise agreed to in writing by the Landlord.

ARTICLE 11 CONDEMNATION

11.01 Condemnation. If all or a substantial portion of the Premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of eminent domain or by agreement or conveyance in lieu thereof, Landlord and Tenant shall each have the right to terminate this Lease upon notice to the other party within thirty (30) days after possession is taken by the authority. If this Lease is terminated pursuant to this Section, it shall terminate as of the date possession shall be so taken. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises, if any, so taken as of the date possession shall be taken by such authority, and thereafter the Rent shall be reduced in direct proportion to the amount of leaseable space of the Premises taken, and Landlord agrees, at Landlord's cost and expense, as soon as reasonably practical to restore the remainder of the Premises to a complete unit of similar quality and character as existed prior to such taking (to the

extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord on account of such taking (less all expenses, costs and legal fees incurred by Landlord in connection with such award).

11.02 Ownership of Award. As between Landlord and Tenant, all compensation, awards and damages for any Condemnation of all or any part of the Premises, including all awards and damages as compensation for diminution in value of the leasehold, reversion and fee of the Premises, and Tenant' improvements thereto, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Notwithstanding the foregoing, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, and not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, relocation expenses and for fixtures and improvements installed by Tenant at its expense.

ARTICLE 12 INSURANCE AND WAIVER OF CLAIMS

12.01 Insurance to be Provided by Tenant. Tenant shall maintain throughout the Term, at its expense, insurance of the following character: (a) casualty insurance against loss or damage by fire and other risks from time to time included under "extended coverage" policies, in the amount of the full replacement cost of all Tenant's improvements thereto and all subsequent alterations, improvements and changes to the Premises and all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Premises including builders risk coverage on any improvements under construction in the Premises; (b) comprehensive general public liability insurance (including contractual liability) against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford protection of not less than one million dollars (\$1,000,000) single limit per occurrence and three million dollars (\$3,000,000) in the aggregate, provided that said limits of liability shall be increased at the direction of Landlord if in Landlord's reasonable judgment increased limits are required to protect Landlord and Tenant against exposure for claims covered thereby; (c) workmen's compensation insurance in amounts required by applicable law or statute covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises; (d) insurance against loss or damage to plate glass in or on the Premises; and (e) such other insurance on the Premises in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Premises.

12.02 General Tenant Insurance Requirements. Each policy of insurance referred to in Section 12.01 shall be written on an occurrence basis and shall be in form and substance and be issued by a company reasonably satisfactory to Landlord and shall name as the insured parties thereunder Landlord (including its agents, beneficiaries and other parties designated by Landlord) and Tenant, as their interests may appear. On or prior to the Commencement Date, Tenant shall deliver to Landlord certificates of the insurers, evidencing all of the insurance which

is required to be maintained by Tenant hereunder together with evidence of the payment of all premiums therefor, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor.

12.03 Waiver of Claims. To the extent permitted by law, Landlord shall not be liable to Tenant for any business interruption or any loss or damage to property or injury to or death of persons occurring in the Premises or in any manner growing out of or connected with Tenant's use and occupation of the Premises or the condition thereof. Tenant agrees to have all insurance which may be carried by Tenant endorsed with a clause providing that any release from liability of or waiver of claim for recovery from Landlord entered into in writing by Tenant prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party.

ARTICLE 13 DAMAGE OR DESTRUCTION

In the event that the Premises are totally or partially damaged or destroyed by fire or other casualty, the damaged or destroyed areas shall be repaired and rebuilt by Landlord at Landlord's expense; provided, however, if (a) such damage results from a cause not insured; (b) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for restoration of the Premises; or (c) fifty percent (50%) or more of the area of the Premises shall be damaged or destroyed by fire or other casualty, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing the damage. If Landlord is required or elects to rebuild as herein provided, Landlord shall rebuild the damaged areas of the Premises with due diligence provided that Landlord shall have no responsibility to rebuild or restore Tenant's improvements or any portion of the Premises constructed by Tenant at its expense. If the casualty or the repairing or rebuilding shall render the Premises untenable in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date when the Premises have been restored by Landlord, said proportion to be computed on the basis that the area for the portion of the Premises rendered untenable and not occupied by Tenant bears to the aggregate area of the Premises. Notwithstanding the foregoing, Tenant shall have the right to terminate the lease by thirty (30) days notice in the event that Landlord has not initiated repairs within ninety (90) days or completed repairs within one hundred eighty (180) days of damage occurrence.

ARTICLE 14 ASSIGNMENT, SUBLETTING AND ENCUMBRANCE

14.01 Assignment and Subletting. Tenant shall not assign this Lease or any interest therein or sublet the Premises or any portion thereof without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and no permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder. If Landlord provides its consent to an assignment of this Lease or any interest therein

by the Tenant, no guarantor of the Lease shall not be released from his or her guaranty until such time as Landlord provides its written consent of a replacement guarantor, which consent may be granted or withheld in the sole discretion of Landlord.

The consent of Landlord to any one assignment or sublease pursuant hereto shall not be deemed to be a waiver of the provisions of this Section with respect to any subsequent assignment or sublease. Each such permitted sublease shall expressly be made subject to the provisions of this Lease. If Tenant assigns any of its rights and interests under this Lease, the assignee under such assignment shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord at the time of such assignment.

A change in the beneficial or record ownership of any class of capital stock (or other ownership interest if Tenant is a legal entity and not a natural person) of Tenant, or a transfer of partnership interests or the beneficial interest in Tenant shall be treated as and deemed to be an assignment of this Lease within the foregoing provisions of this Section, if the effect of same shall be to result in a change in management or control of Tenant. Any assignment or sublease made in violation of this Section shall be void.

14.02 Encumbrance. Neither this Lease nor any estate or interest granted herein shall be mortgaged, pledged or encumbered by Tenant, nor shall Tenant mortgage, pledge or encumber the interest of Tenant in and to any sublease of the Premises or the rentals payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law. Any such mortgage, pledge, encumbrance or transfer made in violation of this Section shall be void.

ARTICLE 15 DEFAULT

15.01 Events of Default. Any one or more of the following occurrences or acts shall constitute an event of default under this Lease if Tenant, at any time during the Term, shall (a) fail to pay Rent within five (5) days from when due, or (b) fail to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered in violation of law or this Lease, or (c) fail to observe or perform any of the covenants in respect to assignment, subletting and encumbrance set forth in Article 14 regardless of whether any such assignment, subletting or encumbrance is void or voidable; or (d) fail to observe, perform, or cure a default under any other provision of this Lease for fourteen (14) days after Landlord shall have delivered to Tenant written notice of such failure. If an event of default shall have occurred, Landlord may, by written notice to Tenant, either terminate this Lease or terminate Tenant's rights of possession of the Premises on a date specified in such notice. Immediately thereafter, Landlord may re-enter and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession or removal. At any time or from time to time after the repossession of the Premises, Landlord may relet the Premises or any part thereof, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have

constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Landlord shall not be responsible or liable to Tenant for any failure to collect any rent due upon such reletting. The termination of this Lease, the repossession of the Premises, and the reletting of the Premises shall not relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting.

15.02 Damages. Tenant expressly agrees and acknowledges that upon Landlord's termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease will accelerate, whereby the entire sum will become immediately due, payable, and collectable. Further, in the event of the termination of this Lease or the repossession of the Premises by reason of the occurrence of an event of default, Tenant shall pay to Landlord the Rent and other sums which would be payable under this Lease by Tenant in the absence of such termination or repossession, less the net proceeds, if any, of any reletting, after deducting from such proceeds all of Landlord's expenses reasonably incurred in connection with such reletting (including all repossession costs, brokerage commissions, legal expenses, attorneys' fees, employee expenses, alteration costs and expenses of preparation for such reletting). Tenant shall pay such damages on the days on which Rent would have been payable under this Lease in the absence of such expiration, termination or repossession. In lieu of such damages, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the total amount of all unpaid monthly Rent payable under this Lease from the date of such expiration, termination, or repossession through the end of the term.

15.03 Landlord's Lien. As additional security, Tenant hereby acknowledges Landlord's lien upon Tenant's property, to the extent allowed by applicable law, and the Landlord's right to hold and sell with due legal notice all of Tenant's property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. After an event of default has occurred and until Tenant has cured the same to the satisfaction of Landlord, no property of Tenant that has been brought onto the Premises may be removed by Tenant other than in the ordinary course of business. To the extent required under the Uniform Commercial Code ("UCC"), Tenant agrees that this provision is a Security Agreement granting a security interest to Landlord in Tenant's property located on the Premises, and Tenant acknowledges that Landlord may take any action required under the UCC to perfect its security interest, including filing a UCC Financing Statement with the appropriate government agency or recording a UCC Financing Statement with the recorder's office for county in which the Premises is located.

15.04 Rights Cumulative; Non-Waiver. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Landlord of any Rent or any other sum

payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

15.04 Legal Expenses. In the event of litigation between the parties with respect to this Lease, the prevailing party shall be entitled to receive from the non-prevailing party its reasonable attorneys' fees and litigation expenses incurred or paid by it in connection therewith. Notwithstanding the foregoing, if Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant, Tenant shall pay as additional Rent all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

15.05 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant after complying with the notice provisions herein set forth, and whenever Landlord so elects, all costs and expenses paid or incurred by Landlord in curing such default, including, reasonable attorneys' fees, shall be additional Rent due with interest as provided in Section 3.01.

ARTICLE 16 BANKRUPTCY OR INSOLVENCY

16.01 Nontransferability of Tenant's Interest and Estate. Neither Tenant's interest in this Lease nor any estate hereby created in Tenant shall pass to any trustee (except as may specifically be provided pursuant to the provisions of the Bankruptcy Code, 11. U.S.C. 101 et seq. ("the Bankruptcy Code")) or receiver or assignee for the benefit of creditors or otherwise by operation of law.

16.02 Termination of Lease. Except as otherwise required by the Bankruptcy Code, in the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, if Tenant is adjudicated insolvent by a court of competent jurisdiction, or if a receiver or trustee of the property of Tenant shall be appointed by reason of the insolvency of Tenant or inability to pay its debts, or if any assignment shall be made of the property of Tenant for the benefit of creditors, then and in any such event, Tenant shall have committed an event of default and Landlord may terminate this Lease or terminate Tenant's right of possession as provided in Section 15.01.

16.03 Waiver of Default. No default of this Lease by Tenant, either prior to or subsequent to the filing of a petition under the Bankruptcy Code, shall be deemed to have been waived unless expressly done so in writing by Landlord.

16.04 Assumption of Lease. If Tenant or a trustee elects to assume this Lease subsequent to the filing of a petition under the Bankruptcy Code, Tenant, as debtor or as debtor in possession, and any trustee who may be appointed shall provide in connection therewith, as adequate assurance of Tenant's future performance, without limitation (a) the deposit of an additional sum equal to one (1) month's rent to be held (without any allowance for interest thereon) to secure Tenant's obligations under the Lease; and (b) the production to Landlord of

written documentation establishing that Tenant has sufficient present and anticipated financial ability to perform each and every obligation of Tenant under this Lease; and (c) assurances, in form acceptable to Landlord, as to any matters identified by Landlord and listed in the Bankruptcy Code.

16.05 Assignments. If Tenant assumes or affirms this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, then notice of such proposed assignment, setting forth (a) the name and address of such person, (b) all the terms and conditions of such offer, and (c) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, including any assurance referred to in the Bankruptcy Code, shall promptly be given to Landlord by Tenant, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

ARTICLE 17 ESTOPPEL CERTIFICATES; SUBORDINATION; MORTGAGEE PROTECTION

17.01 Estoppel Certificates. Within fifteen (15) days after request therefor by Landlord, Tenant agrees to deliver a certificate in the form presented by Landlord to any proposed mortgagee or purchaser of the Premises, or to Landlord, certifying (if such be the case, or if not the case specifying with particularity any exception) to matters requested by Landlord, including the following: (a) that Tenant is in full and complete possession of the Premises, such possession having been delivered by Landlord and accepted by Tenant; (b) that any improvements required to be furnished by Landlord by the terms of this Lease have been completed in all respects to the satisfaction of Tenant; (c) that this Lease is in full force and effect and has not been amended, modified, supplemented or superseded; (d) that there is no existing default on the part of Landlord in the performance of any covenant, agreement or condition contained in this Lease to be performed by Landlord; (e) that Tenant does not have any actual or pending claim against Landlord; (f) the dates of commencement and termination of the Term; and (g) the date through which Rent and other charges hereunder have been paid.

17.02 Subordination/Supremacy. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed that may hereafter be placed upon the Premises, or any part thereof, and to any and all advances to be made thereunder and to the interest thereon and all renewals, amendments, modifications, replacements and extensions thereof. Tenant shall, within ten (10) days following the request of Landlord or such secured party, execute and deliver whatever instruments may be required to further evidence or confirm the foregoing.

17.03 Mortgagee Protection. Tenant agrees to give any mortgagee of the Premises, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant,

provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of rents and leases or otherwise) of the name and address of such mortgagee. Tenant further agrees that Tenant shall have no right to, and shall not, take any action with respect to this Lease adverse to the interests of Landlord or any such mortgagee on account of Landlord's default if Landlord or such mortgagee is diligently pursuing the remedies or steps necessary to cure or correct such default, including commencement of foreclosure proceedings if necessary to effect such a cure.

ARTICLE 18 SURRENDER AND HOLDOVER

18.01 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom-clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall, at its expense, remove from the Premises on or prior to such expiration or earlier termination, all furnishings, fixtures and equipment situated thereon (including all exterior and interior signs) which are not the property of Landlord as provided in Section 10.01, and Tenant shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of at Tenant's expense.

18.02 Holdover. Should the Tenant or any party claiming under Tenant hold over in possession at the expiration of the Term by lapse of time or otherwise, such holding over shall not be deemed to extend the Term or renew this Lease, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal. Tenant shall pay upon demand to Landlord during any period while Tenant shall hold the Premises after expiration of the Term, as liquidated damages, a sum equal to two hundred percent (200%) of the monthly Rent in effect for the last month of the Term, and Tenant shall also pay all direct damages sustained by Landlord by reason of such holding over.

ARTICLE 19 SECURITY DEPOSIT

The Security Deposit specified in Section 1.10 shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease on the part of Tenant to be observed and performed, and Landlord shall have no liability to pay interest thereon unless required by law. If any Rent herein reserved or any other sums payable by Tenant hereunder shall be overdue and unpaid, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent due from Tenant; and in such event Tenant shall forthwith upon demand restore the Security Deposit to its original amount, and the sum required to so restore the Security Deposit shall be additional rent hereunder. If Tenant shall have fully and faithfully

complied with all of the terms, covenants and conditions of this Lease, the Security Deposit, or any remaining portion thereof not so applied, shall be returned in full to Tenant within thirty (30) days following the end of the Term or earlier termination of this Lease. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and Landlord shall thereupon be discharged from any further liability with respect to the Security Deposit.

ARTICLE 20 HAZARDOUS MATERIALS PROVISIONS

20.01. Defined Terms.

(a) “**Claim**” shall mean and include any demand, cause of action, proceeding, or suit for any one or more of the following: (a) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (b) the costs and expenses of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions, and (c) the costs and expenses of enforcing insurance, contribution or indemnification agreements.

(b) “**Environmental Laws**” shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and cleanup, including, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (“**FIFRA**”), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules and guidelines, as any of the foregoing may be amended from time to time. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) **“Hazardous Materials”** shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) **“Manage”** or **“Management”** means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) **“Release”** or **“Released”** shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as **“environment”** is defined in CERCLA.

(f) **“Response”** or **“Respond”** shall mean action taken to correct, remove, remediate, clean up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

20.02 Tenant's Obligations With Respect to Environmental Matters. During the term of this Lease, (i) Tenant shall comply at its sole cost and expense with all Environmental Laws; (ii) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Landlord; (iii) Tenant shall not take any action that would subject the Premises to the permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for tenant use; (v) Tenant shall not discharge Hazardous Materials into drains or sewers; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises or land and (vii) Tenant shall arrange at its sole cost and expense for the lawful transportation and off-site disposal at permitted landfills or other permitted disposal facilities and otherwise in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

20.03 Copies of Notices. During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and any other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and

Health Administration, Illinois Environmental Protection Agency, or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any actual or alleged Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; (iii) any actual or alleged violation of, or responsibility under, any Environmental Laws; or (iv) any actual or alleged liability under any theory of common law tort or toxic tort, including negligence, trespass, nuisance, strict liability, or ultrahazardous activity.

20.04 Landlord's Right to Inspect. Upon cause and prior notice, Landlord and Landlord's employees shall have the right to enter the Premises and (i) conduct appropriate inspections or tests for the purpose of determining Tenant's compliance with Environmental Laws, and (ii) determining the type, kind and quantity of all products, materials and substances brought onto the Premises, or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials and substances present on the Premises including samples, products, materials or substances brought onto or made or produced on the Premises by Tenant or its agents, employees, contractors or invitees. Tenant agrees to cooperate with such investigations by providing any relevant information requested by Landlord. Tenant may not perform any sampling, testing, or drilling to locate Hazardous Materials in the Building components on the Premises without the Landlord's prior written consent.

20.05 Tests and Reports. Within ten (10) days of Tenant's receipt of a written request by Landlord, Tenant shall provide Landlord with (i) copies of all environmental reports and tests obtained by Tenant; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Materials; (iii) copies of any permits issued to Tenant under Environmental Laws with respect to the Premises; (iv) copies of any and all reports, notifications, and other filings made by Tenant to any federal, state, or local environmental authorities or agencies; and (v) any other applicable documents and information with respect to environmental matters relating to the Premises. Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other documents necessary to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

20.06 Tenant's Obligation to Respond. If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, or any common law theory of tort or otherwise; (ii) causes a threat to, or endangers, the public health; or (iii) creates a nuisance or trespass, Tenant shall, at its sole cost and expense, promptly take all applicable action in response so as to comply with all applicable Environmental Laws and eliminate or avoid any liability claim with respect thereto.

20.07 Landlord's Right to Act. In the event that Tenant shall fail to comply with any of its obligations under this Article as and when required hereunder, Landlord shall have the right (but not the obligation) to take such action as is required to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims and other obligations paid, suffered, or incurred by landlord in connection with

such matters. Tenant shall reimburse Landlord immediately upon demand for all such amounts for which Tenant is liable.

20.08 Indemnification. Notwithstanding anything contained in this Lease to the contrary, Tenant shall reimburse, defend, indemnify and hold Landlord, and its beneficiaries, officers, directors, shareholders, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with any or all of the following:

- (i) any Hazardous Materials which, at any time during the Term, are or were actually or allegedly Managed, generated, stored, treated, released, disposed of or otherwise located on or at the Premises (regardless of the location at which such Hazardous Material are now or may in the future be located or disposed of), including any and all (1) liabilities under any common law theory of tort, nuisance, strict liability, ultrahazardous activity, negligence or otherwise based upon, resulting from or in connection with any Hazardous Material; (2) obligations to take Response, cleanup or corrective action pursuant to any investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing; and
- (ii) any actual or alleged illness, disability, injury, or death of any person; in any manner arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present due to Tenant's use of the Premises, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and
- (iii) any actual or alleged failure of Tenant or the Premises at any time and from time to time to comply with all applicable Environmental Laws, whether before or after the effective date of this Lease; and
- (iv) any failure by Tenant to comply with its obligations under this Article.

If any Claims or other assertion of liability are made against Landlord, for which Landlord is entitled to indemnity hereunder, Landlord must notify Tenant of such Claim or assertion of liability and thereupon Tenant must, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. The Tenant's obligations under this Article survives any termination or expiration of this Lease.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT

The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("**Title III**") pertaining to business operations,

accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises sufficient to determine whether or not the Premises in their condition current as of the date hereof deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises. Tenant has prepared or reviewed any plans and specifications for the tenant's work or has had the opportunity to do so and has independently determined that such plans and specifications are in conformance with the ADAAG and any other requirements of the ADA. Tenant further acknowledges and agrees that to the extent that Landlord prepared, reviewed or approved any of those plans and specifications, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Notwithstanding anything to the contrary in this Lease, the parties hereby agree to allocate responsibility for Title III compliance as follows: (a) Tenant shall be responsible for all Title III compliance and costs in connection with the interior of the Premises, if any, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (b) Landlord shall be responsible for all Title III compliance and costs in connection with the exterior, parking lot and landscaped areas of the Premises. Except as set forth above with respect to Landlord's Title III obligations, Tenant shall be solely responsible for all other requirements under the ADA relating to the Tenant or any affiliates or persons or entities related to the Tenant (Collectively, "Affiliates"), operations of the Tenant or Affiliates, or the Premises, including requirements under Title I of the ADA pertaining to Tenant's employees. Neither Landlord's nor Tenant's compliance with any Title III obligations will affect this Lease in any manner, including Tenant's obligation to pay Rent.

ARTICLE 22 GENERAL PROVISIONS

22.01 Successors. Subject to Articles 14 and 16, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

22.02 Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if: (i) personally served, on the date served; (ii) sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant at Tenant's Address or Landlord at Landlord's Address, as the case may be, on the third business day following deposit in the mails; or (iii) sent by Nationally recognized overnight courier (e.g., Federal Express, UPS, DHL, or similar service), on the next business day

after timely deposit with the overnight courier service in the courier services required packaging with a delivery label that is properly addressed to the party receiving the notice with full payment (or provision for payment) for the delivery service. Landlord and Tenant shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon five (5) days' advance written notice thereof, similarly given, to the other party.

22.03 No Option. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

22.04 No Joint Venture. The relationship of the parties is that of landlord and tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture or principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

22.05 Broker. ~~Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from any charge, liability or expense (including attorneys' fees) Landlord may suffer, sustain or incur in respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under Tenant.~~

22.06 Interpretation. The headings and captions contained in this Lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, associations, partnerships or individuals, males or females, will in all instances be assumed as though in each case fully expressed. The use of the words "include," "includes," "including" or any other variant thereof will be interpreted as if such words were followed by the phrase "without limitation." If there is more than one Tenant, the liability of all such parties for compliance with and performance of the terms and covenants of this Lease are joint and several. If any term or provision of this Lease is, to any extent, determined to be invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the full extent permitted by law. Time is of the essence of this Lease, and all provisions concerning time limitations will be strictly construed. This Lease and any Exhibits attached hereto and forming a part hereof set forth all the covenants, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant concerning the Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. The parties participated equally in the preparation and negotiation of this Lease and were both represented by legal counsel or had the opportunity to be so represented, accordingly, no rule of construction will apply that could cause an interpretation of any term against a party's counsel

because said counsel prepared this Lease. This Lease will be construed and enforced in accordance with the laws of the State of Illinois. This Lease may be executed in counterparts, each of which shall be an original, and all of which counterparts taken together shall constitute one and the same instrument.

22.07 Survival. Any provision of this Lease which obligates Landlord or Tenant to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

22.08 Assignment by Landlord. The term Landlord as used in this Lease, so far as the covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and, in the event of any transfer or transfers of title thereto, Landlord named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall automatically be relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. In the event of a sale or conveyance by Landlord of all or part of the Premises, the same will operate to release Landlord from any future liability under any of the covenants or conditions, express or implied, in this Lease in favor of Tenant. In such event, Tenant agrees to look solely to the Landlord's successor in interest, Tenant acknowledges that this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the Landlord's successor in interest.

22.09 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter or other communication accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

22.10 Recordation. Tenant shall not record this Lease, or any memorandum of or other reference to this Lease, without the written consent of Landlord.

22.11 Force Majeure. If Landlord or Tenant fails to timely perform any of the terms, covenants and conditions of this Lease and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other (or the other's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Landlord or Tenant, then the other shall not be deemed in default under this Lease as a result of such failure and any time for performance provided for herein shall be extended by the period of delay resulting from such cause.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Commercial Lease as of the day and year first written above.

LANDLORD:

Larry Bowers
dotloop verified
04/02/25 7:57 PM CDT
SR5A-8F51-IN00-XO11

By: 888 RENTME2, LLC, an Illinois limited liability company, its authorized agent

By: Larry Bowers

It's: President

TENANT:

Christian Micor
dotloop verified
04/02/25 1:31 PM CDT
8PCZ-VH20-VUUU-IEB6

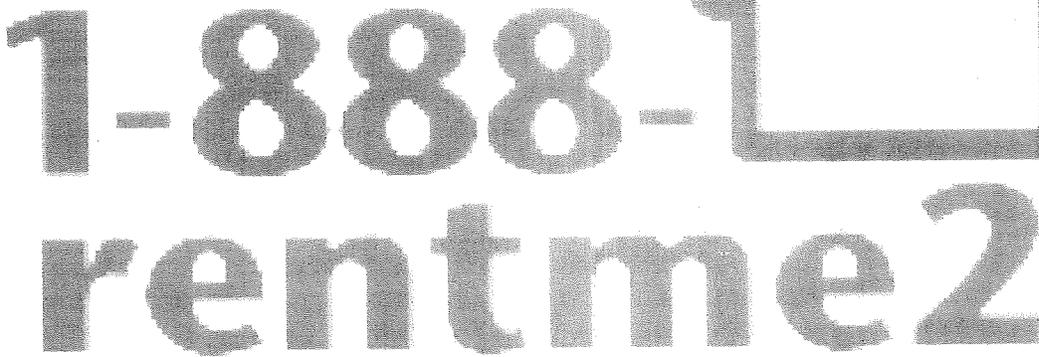
By: Christian Micor

It's: President

Tang Wong
dotloop verified
04/02/25 5:55 PM CDT
7X7J-R9M5-XCKZ-ZSHO

By: Tang Wong

It's: Secretary



GUARANTY OF COMMERCIAL LEASE

The undersigned, personally guarantees the full, prompt and faithful payment of rent and performance of each and every obligation, covenant or agreement under the Commercial Lease of Tenant, Vape312-Highwood, Inc and its successors and assigns, with 888 Rentme2 LLC, the Landlord, and its successors or assigns, which guarantee is a guarantee of payment and performance and not merely a guarantee of collection, is in no way conditional or contingent, and such liability under this guarantee shall be primary.

Larry Bowers dotloop verified
04/02/25 7:57 PM CDT
IVXA-WOCH-ZX8Y-ISKW

Name: Larry Bowers

Christian Micor dotloop verified
04/02/25 1:31 PM CDT
RZMW-NZTM-CBY0-9N1C

Christian Micor

Tang Wong dotloop verified
04/02/25 5:55 PM CDT
6B0J-CDTX-MEEB-0TKD

Tang Wong

Name: _____



ADDENDUM

Termination of Lease: The Tenant shall have the right upon 90 days notice to Landlord to terminate the Lease without penalty, and rent shall be excused for any remaining portion of the term in the event that: (1) any law, regulation, or ordinance is enacted by any governing body, local, state or federal which effectively outlaws or makes illegal the Tenant's business or otherwise places the tenant in financial hardship, or (2) the Tenant is unable to obtain or maintain all necessary licenses, permits and registrations necessary for the Permitted Use, despite the Tenant's diligent and reasonable efforts to obtain or maintain the same. The Tenant shall provide, along with said notice of termination, proof of the enactment of such law, regulation or ordinance and if requested by Landlord, provide a legal opinion at Tenant's expense, by an attorney licensed to render such opinions in Illinois confirming the effect of said law, regulation or ordinance on the Tenant's business to effectively prohibit the conduct thereof or place the Tenant in financial hardship. Landlord in this instance shall not be required to return more than one-half the security deposit provided there is no damage to the premises to which the security deposit would apply.

Larry Bowers
dotloop verified
04/02/25 7:57 PM CDT
EMHY-H3XL-YTHO-YLWJ

Christian Micor
dotloop verified
04/02/25 1:31 PM CDT
6XN1-UE1V-LANC-UB3F

Christian Micor

Tang Wong
dotloop verified
04/02/25 5:55 PM CDT
ZJHG-TKIP-BKAB-3RNF

Tang Wong

Name: Larry Bowers

Name: _____

Larry Bowers, President
88Rentme2, LLC



CITY OF HIGHWOOD
 17 HIGHWOOD AVE
 HIGHWOOD, IL 60040
 Phone 847.432.1924 / Fax 847.432.0735
 www.cityofhighwood.org

Appearance Review Committee Application

Please print clearly.

A digital copy of the submittal requirements is required for preliminary Staff Review. If materials are incomplete, Staff will direct the applicant to submit five (5) hard copies of the submittal with one copy of the application form and checklist to:
 City Manager, 17 Highwood Ave, Highwood, IL 60040

Name of Project/ Building /Business: VAPE312

Address of Project: 417 SHERIDAN RD. HIGHWOOD, IL 60040

Owner Information

Name: TANG WONG / VAPE312

Home Address: 1000 SKOKIE BLVD. UNIT 238

City: NORTHBROOK State: IL Zip: 60062

Telephone: 847-420-5125

Applicant Information

Name: TANG WONG / VAPE312

Home Address: 1000 SKOKIE BLVD. UNIT 238

City: NORTHBROOK State: IL Zip: 60062

Telephone Number: 847-420-5125

Applications for appearance review approval are subject to the requirements of Title 10 Chapter 3 of the City of Highwood and Development. A copy of Title 10 Chapter 3 may be obtained online at:
www.cityofhighwood.org.

It is the responsibility of the applicant to ensure all necessary documentation and permits are filed with the city.

- **Applicant shall be present at the Committee Meeting for presentation of the request.**
- **Incomplete applications will NOT be placed on the agenda.**

I/ We the undersigned, agree to comply with the ordinances of the City of Highwood, I /We agree to submit and obtain all required permits, plans, and inspections. I/We agree to schedule a final inspection.

Signature:  Date: 4/1/2025

Print Name and Title / Position: TANG WONG / PRESIDENT



Appearance Review Commission (ARC) Application Packet & Checklist

Application Type and Fee Schedule

- Administrative Review/Reapplication \$100/\$50 All Sign Packages Requiring Variation \$150
 Awning \$25 Landscape or Parking Lot Review \$100
 Building Review (<5,000 sq ft) \$100 Building
 Review (>5,000 sq ft) \$200

Sign Submittal Requirements

(5 paper copies and 1 digital copy are required)

The following items **MUST** be submitted to the City of Highwood before consideration by the Appearance Review Committee

- Completed application** (available at City Hall or City's website)
- Type of sign (check all that apply)**
 Wall Awning/canopy Window
 Sandwich board Monument Other (specify) _____
- Full-color rendering, or retouched photograph showing sign(s) in relationship to building**
- Detailed description of sign:**
 Sign dimensions, including total square footage of sign(s) Sign materials
 Colors (provide actual color samples) Size of all lettering elements
 Dimension of window and/or building façade Name of lettering style (font)
 Installation details
- Photographs showing adjacent properties and views from subject property.**
- Actual samples of awning, canopy, or sign material**
- If applicable, all lighting details:**
 Photo or actual light fixture
 Color rendering or retouched photograph showing exact location of light fixtures
 Detail sheet of wattage, finish lens type for each proposed fixture
 If applicable, height and light spread indicated on elevation drawings
 Installation details
- Sign variation requests**

New or Remodeled Property/Façade Change

(5 paper copies and 1 digital copy are required)

The following items **MUST** be submitted to the City of Highwood before consideration by the Appearance Review Committee

1. **Plat of Survey** or site plan with scale and north arrow indicating:
 - Lot dimensions, total square footage, and required setbacks
 - Locations of existing and proposed buildings
 - Adjacent roadways with labels
2. **Elevation Drawings** indicating material selections and illustrating proposed improvements. Please indicate adjacent buildings on elevation drawings to show the context and relationship of any new or renovated structures.
3. **Scaled Color Renderings and Detail Sheets** of relevant improvements.
4. **Photographs** showing the subject property in context of adjacent properties and views from subject property.
5. **Lighting Specifications** if new lighting is part of your proposal, please submit:
 - Detail sheet of wattage, finish lens type for each proposed fixture
 - Locations indicated on site plan
 - Height and light spread indicated on elevation drawings
 - Photometric plan for new construction, parking, or other site lighting applications
6. **Material Samples** including samples of awning material, siding, sign material, brick, etc. that you are proposing.
7. **Landscape & Tree Removal:** Elements of your project must be indicated on the landscape plan detailing all proposed tree removal, planting quantities and species of proposed plantings.
8. **Written Project Narrative:** A written narrative is required to describe the scope and context of your project including additional literature, brochures, and photos.

Client Signature _____

Client Print Name _____

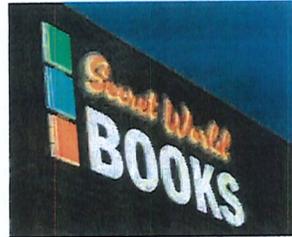
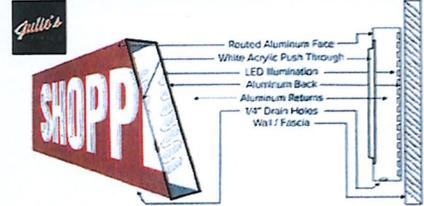
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PUSH THROUGH ACRYLIC LETTERS

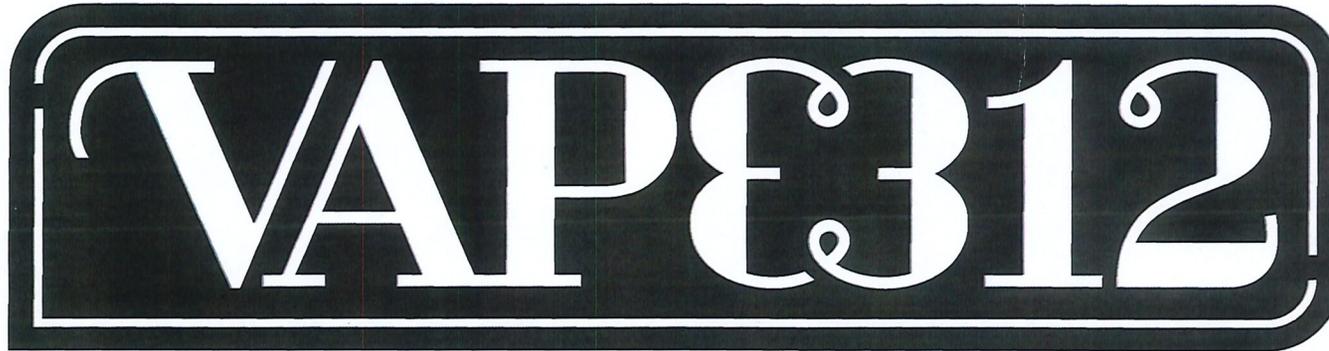


90\" W x 24\" H overall

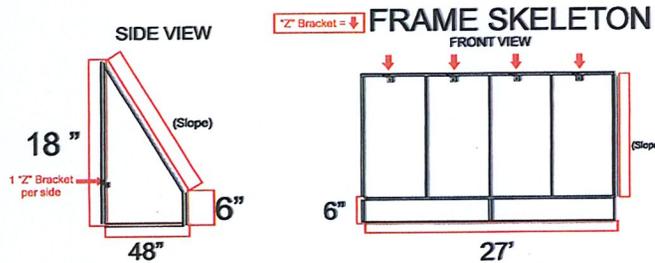
1/2\" Thick Push Thru Text/Border w/ Translucent Vinyl Faces Edge Lit

15\" Tall Text

****Similar Sign Style To:
The Smilist
Aud Original**



OPT 3



Awning Notes: RE-WRAP (old ic signs awning)

Sunbrella Canvas Fabric 10 Year Manufacture Warranty On Fabric

Color: Black

/ Awning Has SIDES Graphics: White Painted Text On Valance



Client is the last person to review the final details of this job per specifications provided on this proof. By providing your signature, printed name & date & checking the appropriate w/ Check Marking Your Choice above. You are responsible for any additional costs for errors missed on this job.

IMPORTANT! PLEASE READ: OUR PROOF & PRODUCTION POLICY
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***IF YOUR JOB IS A RUSH TURNAROUND OR NEEDED ON A SPECIFIC DATE OR TIME, IT IS CLIENT'S RESPONSIBILITY TO LET OUR STAFF KNOW PRIOR TO ORDER APPROVAL OF YOUR ORDER. RUSH FEES WILL APPLY FOR LESS THAN 72 HR TURNAROUND TIMES. NOT ALL JOBS CAN BE RUSHED.**

COLORS DEPICTED ON THIS PROOF ARE PRINTED SIMULATIONS TO ASSIST IN VISUALIZING THE DESIGN. THEY MAY NOT ACCURATELY REPRESENT THE ACTUAL COLOR SPECIFIED. ALL DRAWINGS SHOW COLORS IN VARIOUS WAYS. OURS EXPRESSING THE COLOR CALIBRATED FOR DIGITAL PRODUCTION.

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ic Signs & Graphics

"Your Eye For Creative Sign Solutions"

417 Sheridan Rd. Highwood, IL 60040

P: 708.669.7177

E: Cory@icsignsinc.com

W: icsignsinc.com

Job Name:	Vape 312 Moving In	Contact:	Tang
Location:	417 Sheridan Rd HW		
Design By:	CLH	Survey By:	CLH
Date:	4-4-25	Manufacturer:	IC Signs & Graphics Inc.
		Drawing #:	Final



Client Signature _____

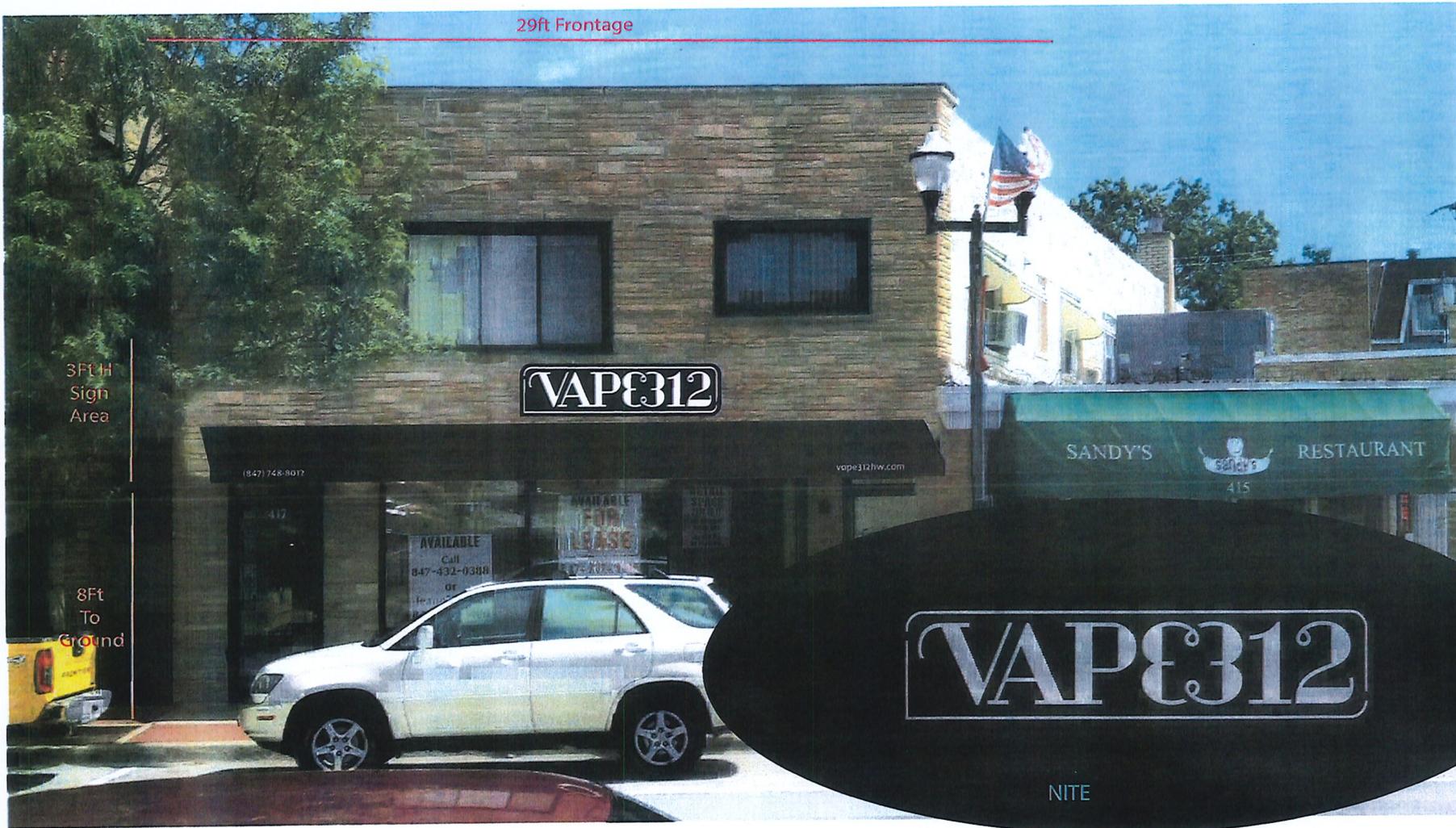
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Date _____

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& send NEW Proof

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& Proceed with order



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Job Name:	Vape 312 Moving In	Contact:	Tang
Location:	417 Sheridan Rd HW		
Design By:	CLH	Survey By:	CLH
Date:	4-4-25	Manufacturer:	IC Signs & Graphics Inc. 
		Underwriters Laboratories	Drawing #: Final



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Client Signature _____

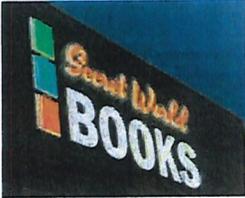
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Date _____

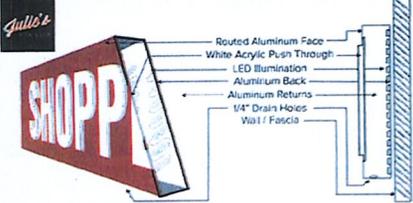
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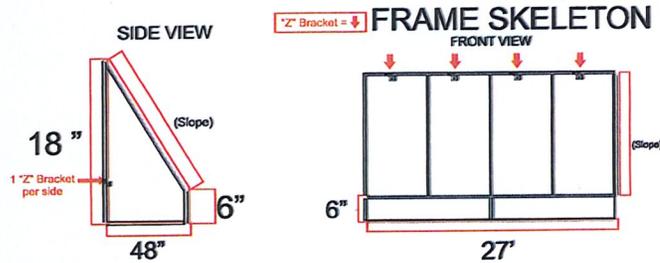
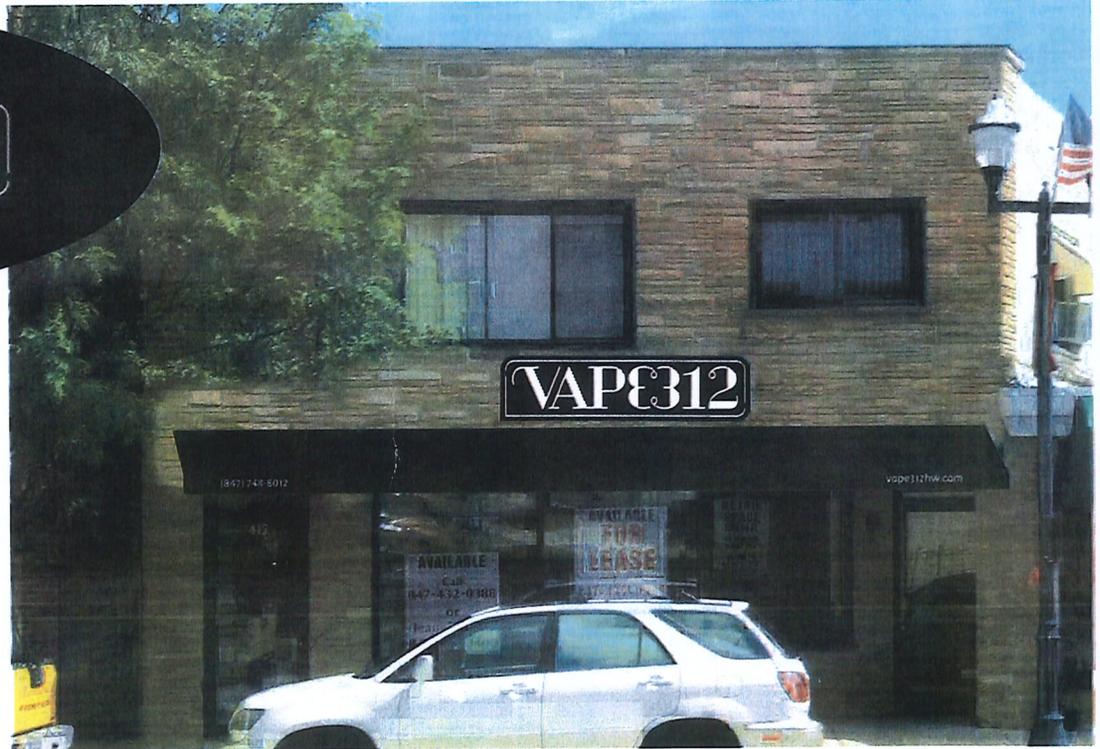
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**Similar Sign Style To:
The Smilist
Aud Original



15\"/>

OPT 3

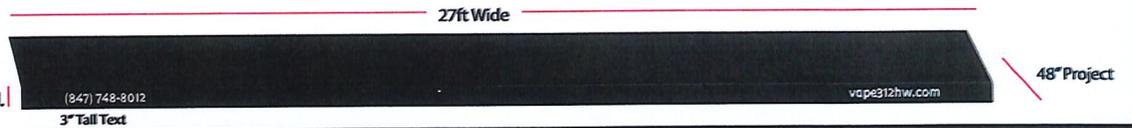


Awning Notes: RE-WRAP (old ic signs awning)

Sunbrella Canvas Fabric 10 Year Manufacture Warranty On Fabric

Color: Black

/ Awning Has SIDES Graphics: White Painted Text On Valance



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Job Name:	Vape 312 Moving In	Contact:	Tang
Location:	417 Sheridan Rd HW		
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		Sales Person:	CLH
		Drawing #:	Final



Client Signature

Client Print Name

Date

Artwork is APPROVED
Proceed with order

Make Changes
& send NEW Proof

Make Changes
& Proceed with order

Awning Notes: RE-WRAP (old ic signs awning)

Sunbrella Canvas Fabric 10 Year Manufacture Warranty On Fabric

Color: Black

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27ft Wide

18" H

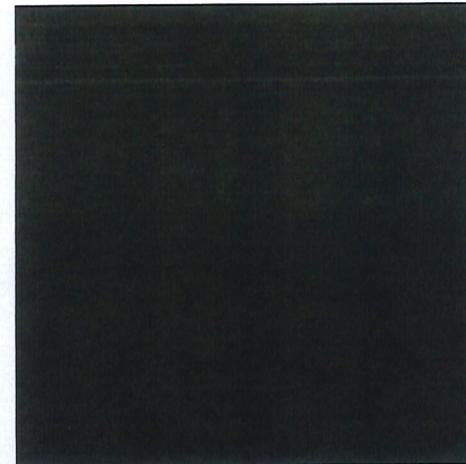
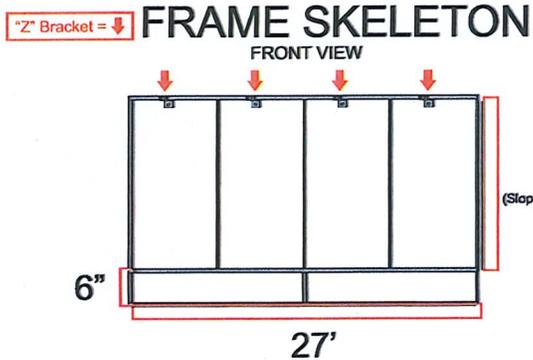
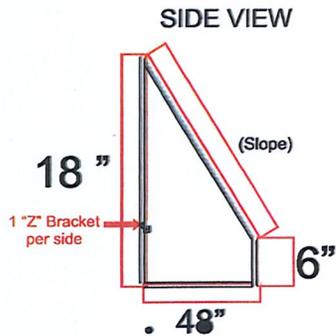
6" Val.

(847) 748-8012

3" Tall Text

vape312hw.com

48" Project



Client is the last person to review the final details of this job per specifications provided on this proof. By providing your signature, printed name & date & checking the appropriate w/ Check Marking Your Choice above. You are responsible for any additional costs for errors missed on this job.

IMPORTANT! PLEASE READ: OUR PROOF & PRODUCTION POLICY

All IC Signs, we take pride in precision - but the final examination for accuracy is your responsibility. Before giving approval, please examine all proof carefully for the accuracy of information presented, including spelling, punctuation, numbers, graphics, colors, sizes and general layout. Our normal production cycle will begin from the date approval is received.

We cannot accept changes or approvals verbally. We cannot accept changes or approvals verbally. We cannot accept changes or approvals verbally.

IF YOUR JOB IS A RUSH TURNAROUND OR NEEDS ON A SPECIFIC DATE OR TIME, IT IS CLIENT'S RESPONSIBILITY TO LET OUR STAFF KNOW PRIOR TO ORDER APPROVAL OF YOUR ORDER. RUSH FEES WILL APPLY FOR LESS THAN 72 HR TURNAROUND THIS. NOT ALL JOBS CAN BE RUSHED.

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Job Name:	Vape 312 Moving In	Contact:	Tang
Location:	417 Sheridan Rd HW		
Design By:	CLH	Survey By:	CLH
Date:	4-4-25	Manufacturer:	IC Signs & Graphics Inc.
		Sales Person:	CLH
		Drawing #:	Final



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**CITY OF HIGHWOOD
PLANNING & ZONING COMMISSION STAFF REPORT**

**Public Hearing
Wednesday, May 14, 2025**

Project Addresses:	417 Sheridan Road
Property Owner:	BME Apartments, LLC
Applicant / Petitioner:	Vape312, Incorporated Contact: Tang Wong
Zoning:	MX-1: Downtown Mixed Use

Nature of Request:

The petitioners seek to open a Vape Shop. The owners have operated a Vape Shop at 502 Sheridan Road since the use was approved by the Planning & Zoning Commission and City Council in 2016. A special use permit is issued only for a specific location and cannot be moved to another location. Under our Commercial Zoning Code a Smoke and/or Vape Shop requires a special use in the MX-1 District.

Current Use and Conditions

The property is currently unoccupied after being vacated by IC Signs. The site is located on Sheridan Road in one of the main stretches of the busy commercial zoning district. There are a variety of retail type businesses and restaurants in the vicinity that would complement this type of use.

Staff considers this primarily a retail store. The police department has not reported criminal activity coming from this business since its opening in 2016.

Staff Recommendation

Staff recommends approval of this application, contingent upon the petitioner filling all other requirements of the building permitting process.

Staff Report Prepared By: Scott Coren, City Manager