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Doc#: 1002134061 Fee: \$76.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/21/2010 11:12 AM Pg: 1 of 21

VILLAGE OF LINCOLNWOOD

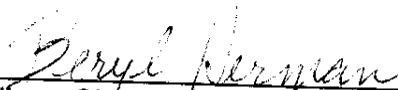
ZONING ORDINANCE NO. Z2010-369

**AN ORDINANCE GRANTING VARIATIONS
FOR THE REMODELING OF AN EXISTING RESIDENTIAL STRUCTURE
AND THE CONSTRUCTION OF A SECOND-FLOOR AND ATTIC ADDITION**

(6540 North Leroy Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 7TH DAY OF JANUARY, 2010.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
7th day of January, 2010


Village Clerk

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**ZONING ORDINANCE Z2010-369
GRANTING VARIATIONS
FOR THE REMODELING OF AN EXISTING RESIDENTIAL STRUCTURE
AND THE CONSTRUCTION OF A SECOND-FLOOR AND ATTIC ADDITION**

(6540 North Leroy Avenue)

WHEREAS, John and Barbara Molloy (collectively, the "**Owner**") are the record title owners of that certain property located in the R-1 Residential District ("**R-1 District**"), commonly known as 6540 North Leroy Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is located at the northwest corner of the intersection of Leroy Avenue and Sauganash Avenue; and

WHEREAS, pursuant to Section 2.02 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the front lot line of a corner lot is the lot line having the shortest length abutting a street; and

WHEREAS, pursuant to Section 2.02 of the Zoning Ordinance, the front lot line of the Property is the lot line abutting Sauganash Avenue; and

WHEREAS, the Property is improved with a single-family residential structure ("**Structure**"); and

WHEREAS, notwithstanding the definition of "front lot line" set forth in Section 2.02 of the Zoning Ordinance, due to the alignment and development of the Structure on the Property, the lot line of the Property abutting Leroy Avenue is the functional front lot line of the Property; and

WHEREAS, pursuant to Section 4.11 of the Zoning Ordinance, the minimum side yard setback for the Property is 10.3 feet, and the minimum rear yard setback for the Property is 33.5 feet; and

WHEREAS, in order to minimize the impact of height and bulk on residential neighborhoods, residential structures must be designed in compliance with one of three alternative design standards set forth in Section 6.09(7) of the Zoning Ordinance; and

WHEREAS, under the third alternative design standard, as set forth in Section 6.09(7)(c) of the Zoning Ordinance, a two-story single-family residential structures must be designed so as not to intercept the front and side daylight planes as established at the required front and side setbacks; provided, however, that gables and dormers on the structure may intercept the daylight planes on one side of the structure; and

WHEREAS, the Owner desires to remodel the existing Structure and construct a second-floor and attic addition to the existing Structure ("**Proposed Addition**"); and

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WHEREAS, the Structure is located, and the Proposed Addition will be located, approximately five feet from the north side lot line, in violation of the minimum setback requirements set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, the Structure is located, and the Proposed Addition will be located, approximately 27.4 feet from the west rear lot line, in violation of the minimum setback requirements set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, the gables and dormers on the roof of the Proposed Addition intercept both the front and south side daylight planes, in violation of the daylight plane regulations set forth in Section 6.09(7)(c) of the Zoning Ordinance; and the Proposed Addition does not otherwise comply with the other alternative design standards set forth in Section 6.09(7) of the Zoning Ordinance; and

WHEREAS, in order to permit the continued maintenance of the Structure on the Property and to permit the construction of the Proposed Addition, the Owner has filed an application for: (i) a variation from the definition of "front lot line" set forth in Section 2.02 of the Zoning Ordinance; (ii) variations from the minimum side and rear yard setback regulations set forth in Section 4.11 of the Zoning Ordinance; and (iii) a variation from the daylight plane regulations set forth in Section 6.09(7)(c) of the Zoning Ordinance (collectively, the "**Requested Variations**"); and

WHEREAS, a public hearing of the Plan Commission/Zoning Board of Appeals ("**PC/ZBA**") of the Village of Lincolnwood to consider approval of the Requested Variations was duly advertised in the *Lincolnwood Review* on November 19, 2009 and held on December 9, 2009; and

WHEREAS, on December 9, 2009, the PC/ZBA made findings and recommendations in support of all of the Requested Variations, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variations meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variations, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees shall, and do hereby, grant

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the following variations from the Zoning Ordinance to permit the continued maintenance of the Structure on the Property and the construction of the Proposed Addition:

- A. Definition of Front Lot Line. A variation from the definition of "front lot line", as set forth in Section 2.02 of the Zoning Ordinance, to redefine the front lot line of the Property as the lot line abutting Leroy Avenue.
- B. North Side Yard Setback. A variation from Section 4.11 of the Zoning Ordinance to decrease the minimum north side yard setback for the Property, from 10.3 feet to five feet.
- C. West Rear Yard Setback. A variation from Section 4.11 of the Zoning Ordinance to decrease the minimum west rear yard setback for the Property, from 33.5 feet to 27.4 feet.
- D. Daylight Plane Design Standards. A variation from Section 6.09(7)(c) to permit the gables and dormers on the roof of the Proposed Addition to intercept both the front and south side daylight planes as established at the required front and south side yard setbacks.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Site Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property shall comply with that certain Site Plan prepared by Michael Hershenson Architects, consisting of ten sheets, with a date of November 6, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Site Plan")**.
- C. Limitation of Variations. The variations granted in Section Two of this Ordinance shall apply and be limited only to the Structure and to the Proposed Addition, both as depicted in the Site Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Structure without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes,

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ordinances, resolutions, rules, or regulations, the Owner shall pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section Two of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void, provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section Two of this Ordinance unless they shall first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the R-1 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and

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3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

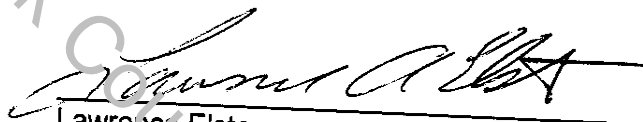
PASSED this 7th day of January, 2010

AYES: Trustees Patel, Leftakes, Heidtke, Sprogis-Marohn, Froman, Elster

NAYS: None

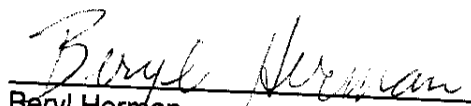
ABSENT: None

APPROVED this 7th day of January, 2010



Lawrence Elster
President Pro Tem

ATTEST:


Beryl Herman
Village Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH 15 FEET OF LOT 5 AND ALL OF LOTS 5 AND 7 IN BLOCK 7 IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION OF LOTS 7 AND 8 AND PART OF LOT 9 IN COUNTY CLEARKS DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as: 6540 North LeRoy Avenue, Lincolnwood, Illinois.

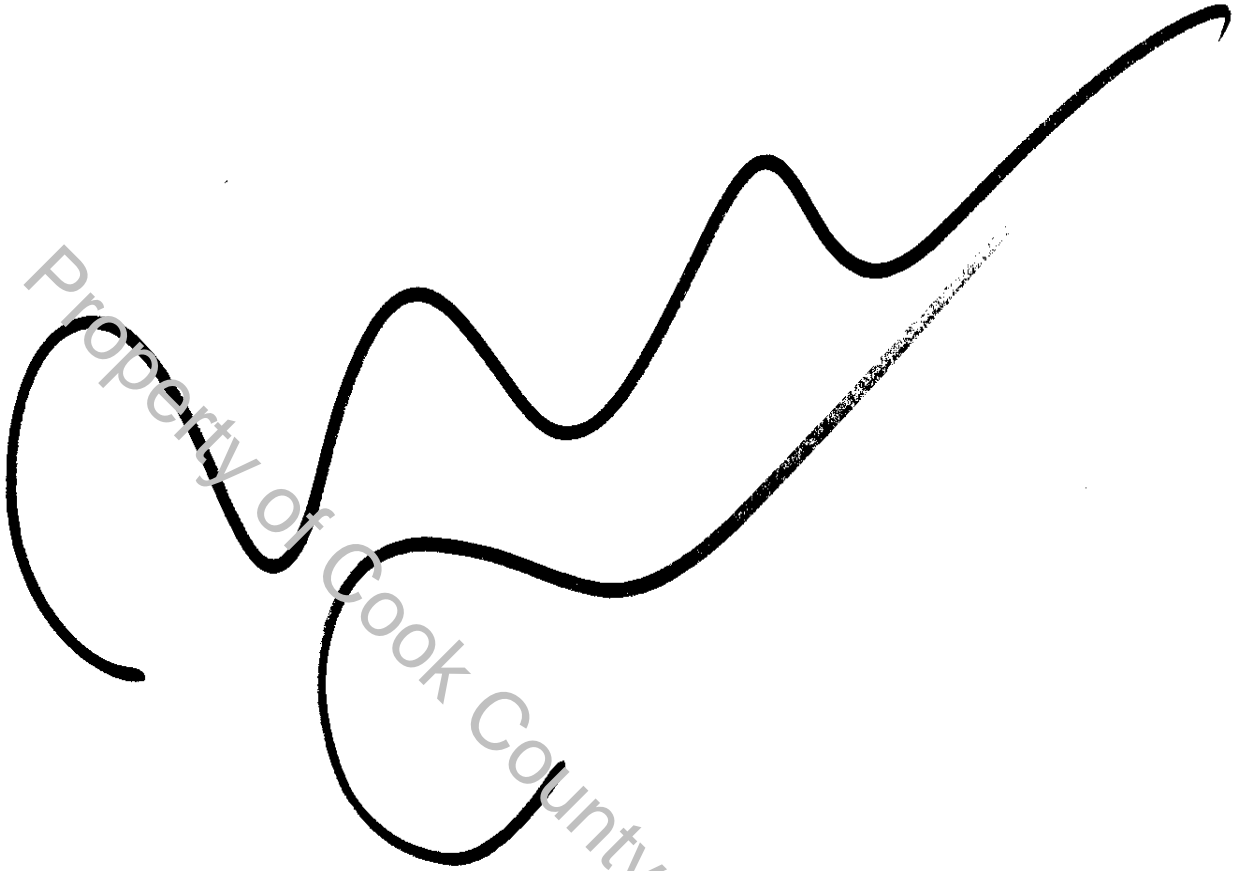
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Property of Cook County Clerk's Office

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EXHIBIT B

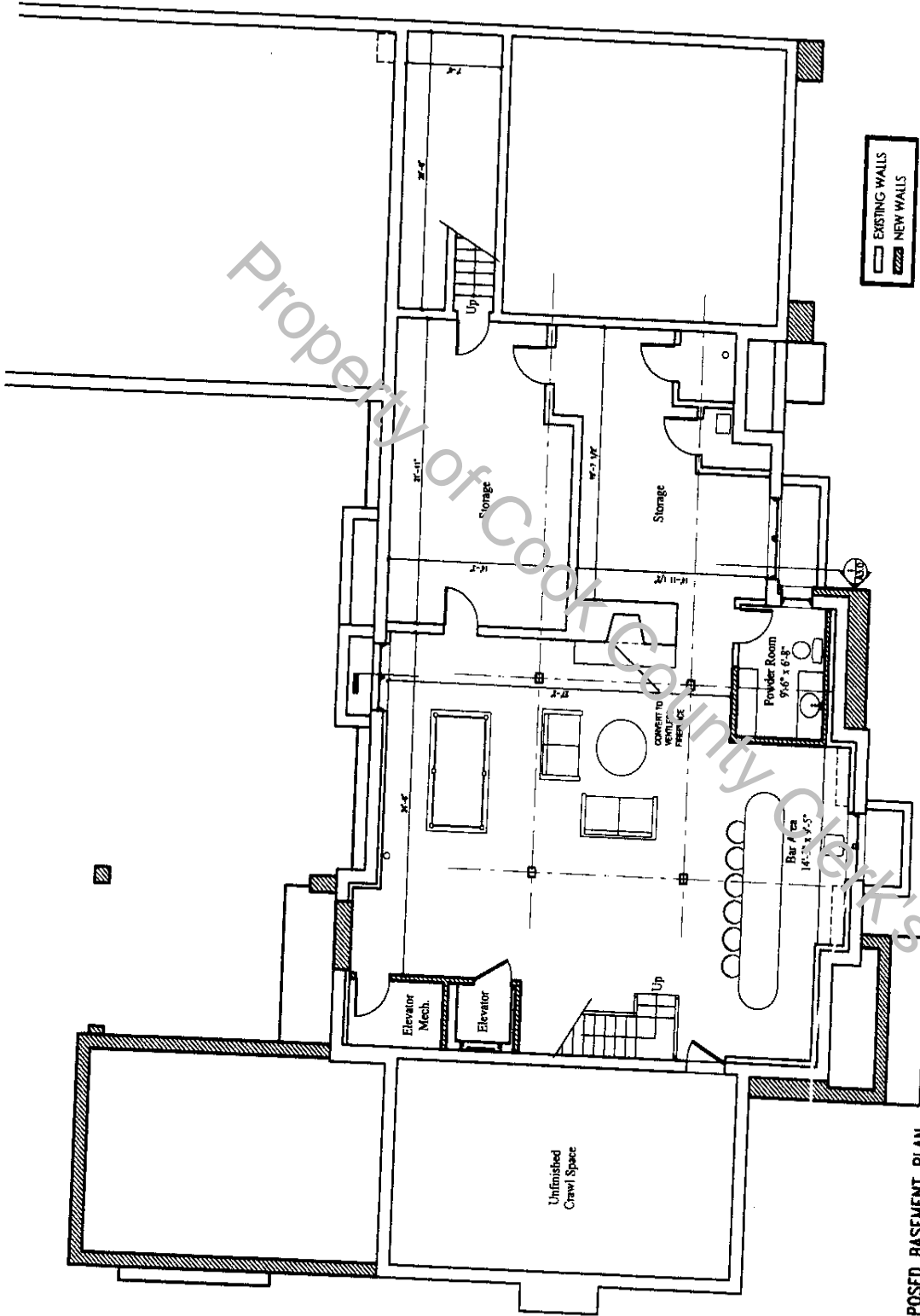
SITE PLAN



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A1.1
11.06.09



EXISTING WALLS

 NEW WALLS



1. PROPOSED BASEMENT PLAN
 A1.1 Scale: 1/8" = 1'-0"

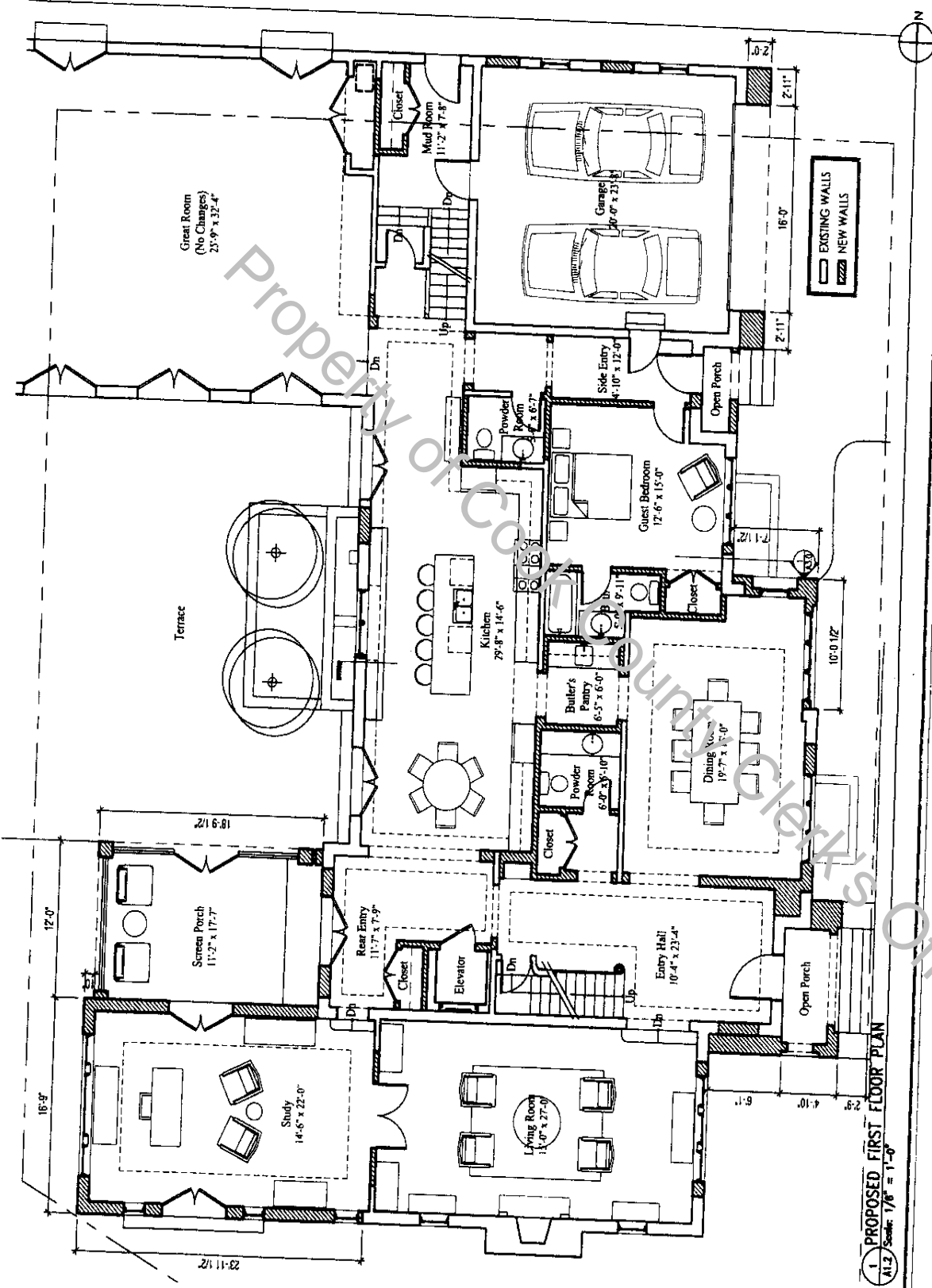
Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

Office

MICHAEL HERBERSON
ARCHITECTS
 144 Ashland Avenue, Suite 7
 Evanston, Illinois 60201
 Telephone: 847.869.7700
 Facsimile: 847.869.7707

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AI.2
11.06.09



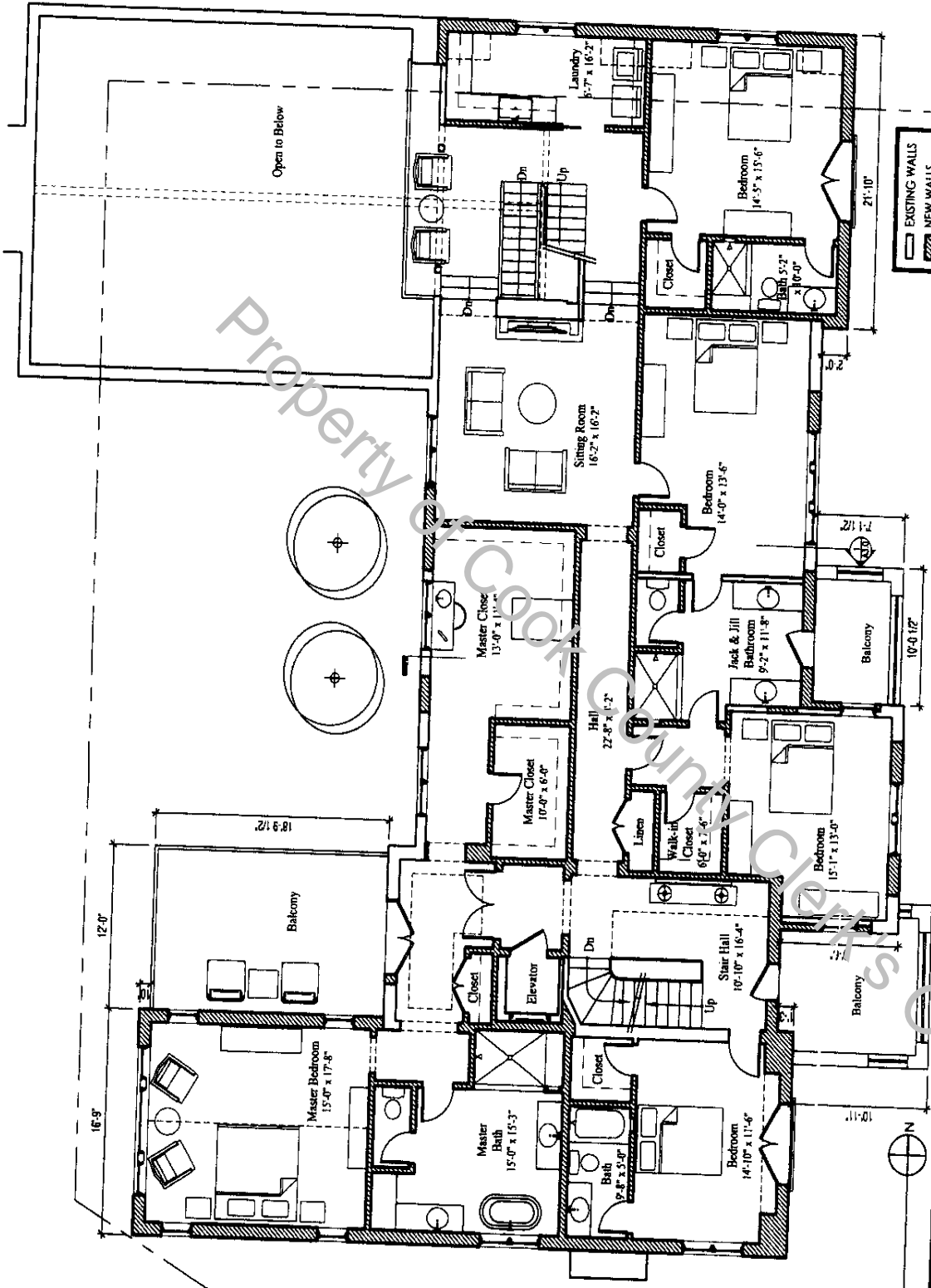
Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

1 PROPOSED FIRST FLOOR PLAN
 Scale: 1/8" = 1'-0"

MICHAEL HUBBENSON
ARCHITECTS
 2164 Ashland Avenue, Suite 7
 Evanston, Illinois 60201
 Telephone 847.869.7700
 Facsimile 847.869.7700

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A1.3
11.06.09



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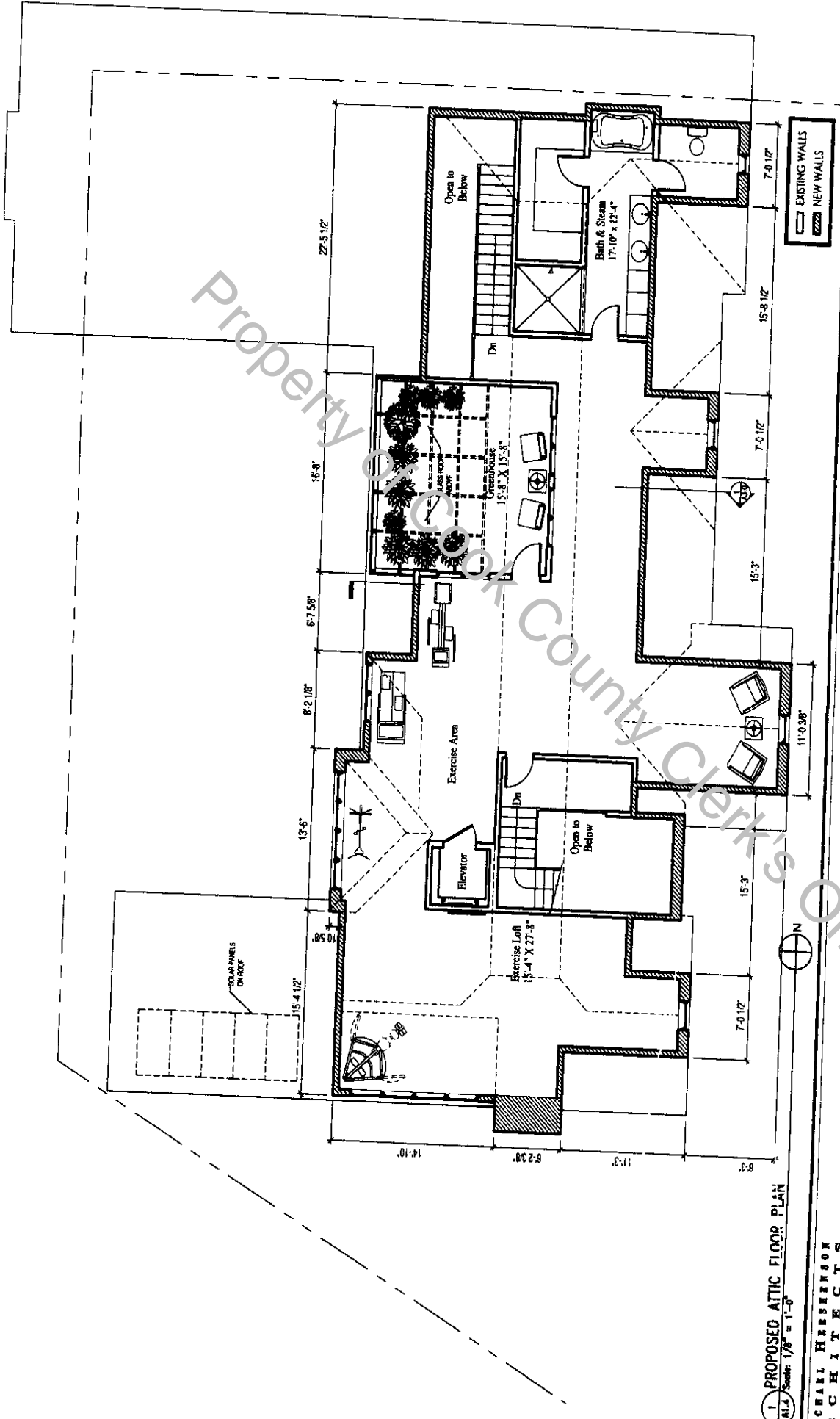
Molloy Residence
6540 North Leroy Avenue
Lincolnwood, Illinois 60712

1 PROPOSED SECOND FLOOR PLAN
A1.3 Scale: 1/8" = 1'-0"

MICHAEL HERRINSON
ARCHITECT S
2144 Ashland Avenue, Suite 7
Evanston, Illinois 60201
Telephone 847.869.7700
Facsimile 847.869.7707

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AI.4
11.06.09



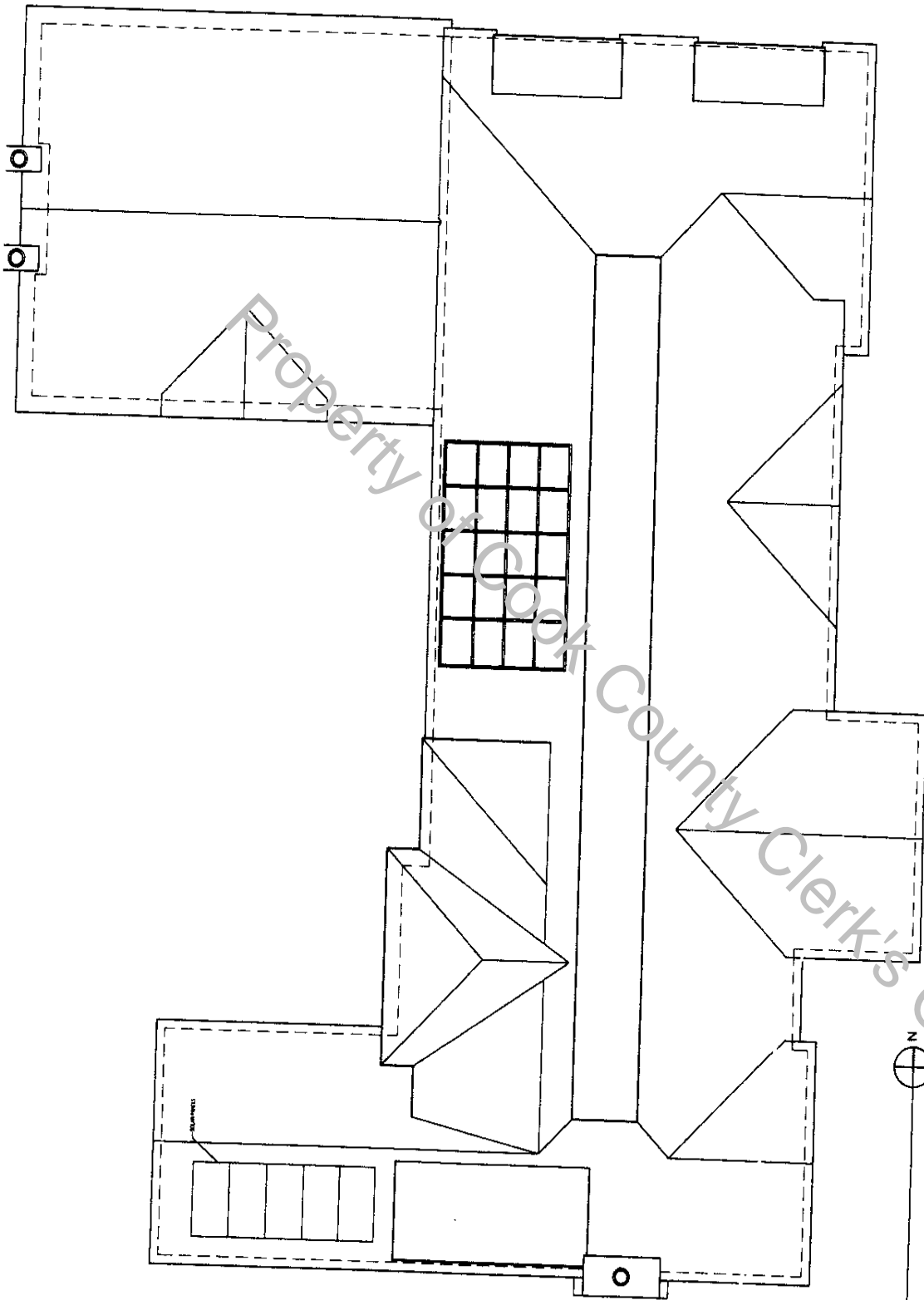
Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

1 PROPOSED ATTIC FLOOR PLAN
 AI.4 Scale: 1/8" = 1'-0"

MICHAEL HERBERSON
 ARCHITECTS
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 Evanston, Illinois 60201
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Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

A1.5
 11.06.09

1 PROPOSED ROOF PLAN
 A1.5 Scale: 1/8" = 1'-0"

MICHAEL HERRINSON
 ARCHITECTS
 2144 Ashland Avenue, Suite 7
 Evanston, Illinois 60201
 Telephone 847.869.7700
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1 PROPOSED EAST ELEVATION
Scale: 1/8" = 1'-0"

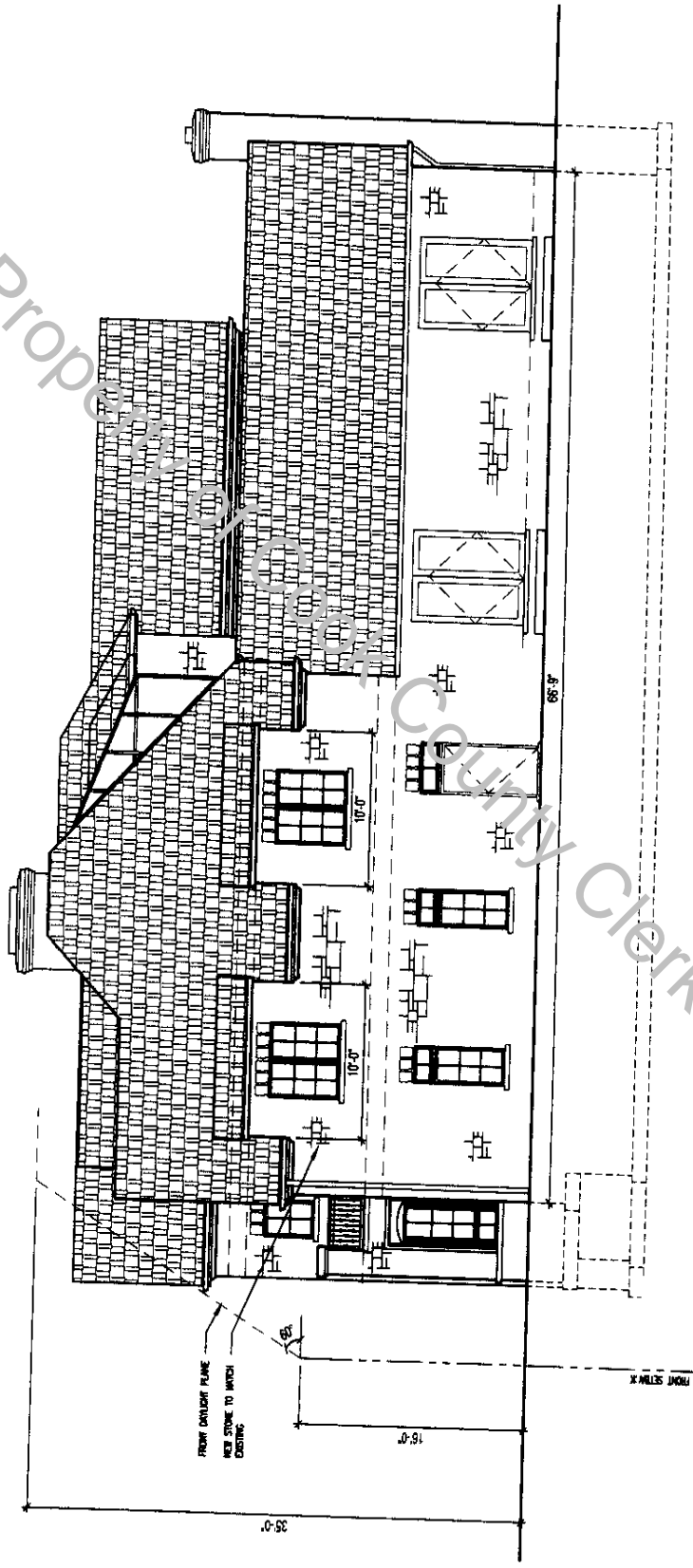
MICHAEL HERBERSON
 ARCHITECTS
 2144 Cobland Avenue, Suite 7
 Evanston, Illinois 60201
 Telephone 847.869.7700
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Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

A2.0
 11.06.09

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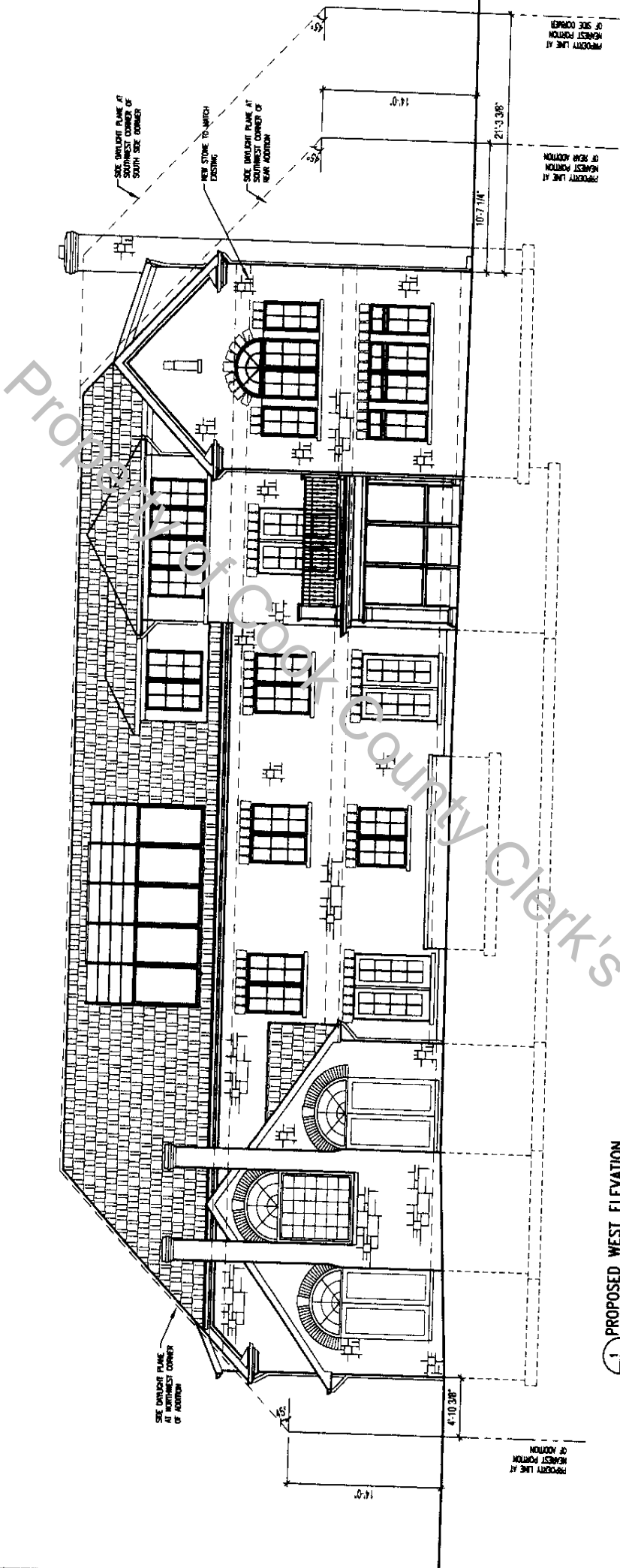
1. PROPOSED NORTH ELEVATION
A2.1 Scale: 1/8" = 1'-0"

MICHAEL HERRMANN
ARCHITECTS
 2144 Ashland Avenue, Suite 7
 Evanston, Illinois 60201
 847. 869. 7700
 Facsimile 847. 869. 7700

Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

A2.1
 11.06.09

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1. PROPOSED WEST ELEVATION
A2.2 Scale: 1/8" = 1'-0"

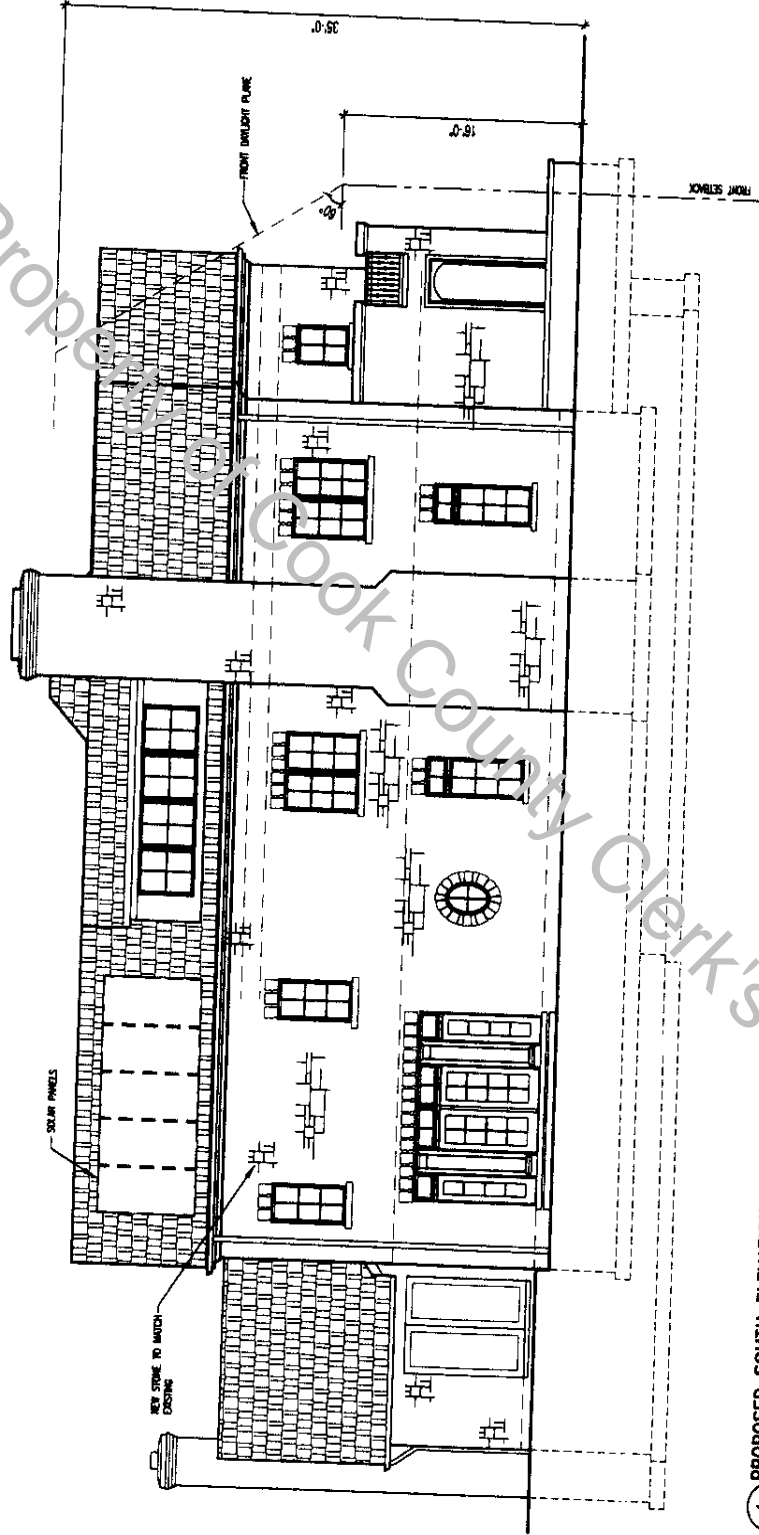
MICHAEL HERRINSON
ARCHITECTS
 2144 Ashland Avenue, Suite 2
 Evanston, Illinois 60201
 Telephone 847.869.7700
 Facsimile 847.869.7707

Molloy Residence
 6540 North Leroy Avenue
 Lincolnwood, Illinois 60712

A2.2
 11.06.09

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A2.3
11.06.09



1. PROPOSED SOUTH ELEVATION
A2.3 Scale: 1/8" = 1'-0"

Molloy Residence
6540 North Leroy Avenue
Lincolnwood, Illinois 60712

MICHAEL HERBERSON
ARCHITECTS
2144 Ashland Avenue, Suite 7
Evanston, Illinois 60201
Telephone 847.869.7700
Facsimile 847.869.7707

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EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois ("*Village*");

WHEREAS, John and Barbara Molloy (collectively, the "*Owner*") is the record title owner of that certain property located in the R-1 Residential District, commonly known as 6540 North Leroy Avenue, in the Village ("*Property*"); and

WHEREAS, Ordinance No. Z2010-369, adopted by the Village President and Board of Trustees on January 7, 2010 ("*Ordinance*"), grants variations from "The Village of Lincolnwood Zoning Ordinance" to permit the continued maintenance and the remodeling of a residential structure, and the construction of a second-floor and attic addition to the structure, on the Property; and

WHEREAS, Section Eight of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner shall have filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner shall, and does hereby, unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

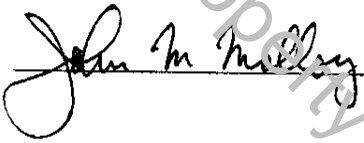
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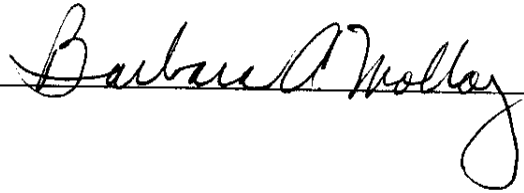
4. The Owner shall, and does hereby agree to, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Property.

Dated: January 7, 2010

JOHN MOLLOY

BARBARA MOLLOY





Property of Cook County Clerk's Office