

Doc# 2410607028 Fee ≇88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 4/15/2024 3:26 PM

PAGE: 1 OF 66

06-26-102-124-0000

CERTIFICATION

I, Kittie L. Kopitke, do hereby certify that I am the duly elected Village Clerk of the Village of Streamwood, Cook County, Illinois, and the keeper of the books and records of the Village of Streamwood and I do hereby certify that Ordinance Number 2023-22 is the true and correct copy of an Ordinance presented, passed and recorded by the President and Board of Trustees of the Village of Streamwood on the 7th day of September 2023 by a vote of 4 Ayes, 0 Nays with 2 Trustees absent.

Propared by:
Witte Kopithe
Clerk
Village of Stream wood,
301 E. Irving Park Rd
54 reamwood, IL 6907

Mail 40.

Matthew Holmes 9901 w. Devon #800 Posomont, IL 60010

Village Clerk

.a.CORDING FEE ₩-00 DATE 4/15/24 COPIES 4X OK BY EK

VILLAGE OF STREAMWOOD
ORDINANCE 2023-22
AN ORDINANCE APPROVING A PLANNED DEVELOPMENT AGREEMENT, REZONING
AND STECIAL USE WITH VARIATIONS FOR THE PROPERTY LOCATED AT 14 E. IRVING PARK ROAD, STREAMWOOD, ILLINOIS
Ox
ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF STREAMWOOD
THIS DAY OF Zeptenn ben , 2023.
Published in pamphlet form by authoric, of the Board of Trustees of the Village of Streamwood, Cook County, Illinois this
day of September 2)23.
day of September 2023.
C.O

ORDINANCE 2023- 22

AN ORDINANCE APPROVING A PLANNED DEVELOPMENT AGREEMENT, REZONING AND SPECIAL USE WITH VARIATIONS FOR THE PROPERTY LOCATED AT 14 E. IRVING PARK ROAD, STREAMWOOD, ILLINOIS

WHEREAS, Car Wash Development of Streamwood, Inc., the contract Purchaser ("Purchaser") is the owner of record of the real property ("Property") legally described on Exhibit "A", attached hereto and made a part hereof, and commonly known as 14 E. Irving Park Poad, Streamwood, Cook County, Illinois; and

WHEREAS, the Property consists of approximately 1.3 acres and is currently zoned C-2; and

WHEREAS, the Purchaser processes rezoning the property from C-2 to C-2 PUD, a special use, and a Planned Development Agreement with variations to further develop the Site by the construction of a new car wash facility; and

WHEREAS, the Purchaser provided public notice and hearing on its application for the rezoning, special use and planned development with variations which was published in the Daily Herald of Paddock Publications, Inc., on November 29, 2021, a paper having general circulation within the Village of Streamwood, all as required by the Illinois Compiled Statutes and the ordinances of the Village of Streamwood; and

WHEREAS, a public hearing was duly conducted by the Planning and Zoning Board of the Village on the proposed rezoning from C-2

to C-2 PUD, special use and planned development with variations on December 14, 2021, and at which public hearing evidence was received and testimony was given regarding the rezoning, special use and planned development, as well as a request for approval of zoning variation(s) necessary for the rezoning, special use and planned development; and

WHELENS, the Planning and Zoning Board, after reviewing the evidence presented and testimony given at the public hearing, made certain findings of fact and recommendations which it has forwarded to the Village Board of the Village of Streamwood.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Streamwood, Cook County, Illinois, as follows:

SECTION ONE. That the corporate authorities of the Village of Streamwood hereby adopt the findings of the Village of Streamwood Planning and Zoning Board and further find that the proposed rezoning, special use and planned development with variations is consistent with the Village of Streamwood Comprehensive Plan.

SECTION TWO. That the rezoning from C-2 to C-2 PUD, special use permit and planned development with variations for the construction of a new car wash facility are hereby approved.

SECTION THREE. That all zoning variation(s) requested by the Petition and set forth within the Planned Development Agreement

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and the Planned Development Agreement attached hereto as Exhibit "B" and made a part hereof, are expressly approved.

SECTION FOUR. The Village President is hereby authorized and directed to execute said Planned Development Agreement on behalf of the Village of Streamwood and the Village Clerk is directed to attest to said signature.

SECTION FIVE. The Village Clerk is hereby authorized and directed to note the zoning grant made by this ordinance upon the official zoning map of the Village of Streamwood.

SECTION SIX. That all ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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SECTION SEVEN. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ROLL CALL VOTE: AYES NAYS ABSTENTIONS

ABSENT

PASSED AND APPROVED this day of Sotumber 2023.

APPROVED:

Roth, Vil.
County Clarks Office

ATTEST:

Village Clerk

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EXHIBIT "A"

Lot 1 of Mason's Resubdivision 2, being a subdivision of part of the north half of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, according to the plat thereof recorded January 28, 2009 as Document No. 0902835032 in the Recorder's Office of Cook County, Illinois; excepting therefrom that part conveyed to the people of the State of Illinois Department of Transportation by Warranty Deed t 7, ice.

Or Cook County Clark's Office recorded August 7, 2020, as Document No. 2022015014 in said Recorder's Office.

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CONTROL OF CONTROL OFFICE

CHICAGO, IL GUGOZ, SAS, 120

TEFICE

PLANNED DEVELOPMENT AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") made and entered into this 7th day of September, 2023, by and between the Village of Streamwood, a municipal corporation of the County of Cook, State of Illinois (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Car Wash Development of Streamwood, an Illinois Corporation, as owner of record of the subject property (hereinafter referred to as the "Owner").

WITNESSETH:

WHEPFAS, the Owner is the owner of record of a certain tract of property (hereinafter referred to as are "Property") of approximately 1.3 acres legally described and identified in the Legal Description of the Property, which is attached hereto as Exhibit A, and desires to develop the Property with a new car wash facility and related appurtenances after demolishing the existing car wash facility, a!! as more particularly shown on the Site Development Plan Exhibits attached hereto; and

WHEREAS, the Owner desires and proposes to change the zoning classification for the Property from C-2 to C-2 (PUD) under the Village Zoning Ordinance, with a special use for a commercial Planned Unit Development (TOD) with a car wash; and

WHEREAS, this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance; and

WHEREAS, pursuant to due notice and advertisement in the Daily Herald, the Planning and Zoning Board of the Village has held a public hearing on December 14, 2021, and made their recommendations with respect to the requested special use for a Planned Unit Development with a car wash; and

WHEREAS, the Corporate Authorities of the Village after due and careful consideration have concluded that the zoning and development of the Property on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual coverants and agreements herein set forth, the parties hereto agree as follows:

- 1. Recitals. The above recitals are hereby incorporated into and made a part of this Agreement.
- 2. <u>Enactment of Village Ordinances.</u> The Corporate Authorities shall immediately, adopt the following proper, valid, and binding ordinance authorizing the following:

- a) Authorizing the redevelopment of the Property with a car wash, subject to a special use as a Commercial Unit Planned Development and approving certain uses of the Property as provided herein.
- b) Authorizing the execution and delivery of this Agreement by the Corporate Authorities.
- c) Granting the departures or exceptions to the bulk and other regulations of the Village's Zoning Ordinance as set forth in Section 5 below.
- 3. Approval of Uses. The Corporate Authorities hereby approve the use of the Property as a car wash as depicted on the Site Development Plans attached hereto this Agreement.

4. Acchitectural Control.

- a) All structures will be constructed in accordance with the Building Elevation Plans A201-C and A202-C attacked hereto as **Exhibit B** prepared by WT Group or in accordance with such other building elevation plans as may be hereafter approved in writing from time to time for the Property by the Director of the Village's Community Development Department (the "**Director**"), which approval shall no require formal action of the Village Board or any other body of the Village; provided, however the Director only has authority to approve amendments to said Building Elevation Plans which, we his or her opinion, do not represent material changes to or substantial departures from such Plans.
- b) All signage for the Property, including monument and wall mounted signage, shall be in accordance with the Signage Plans attached hereto as Exhibit C prepared by Aurora Sign Co. or in accordance with such other signage as may be hereafter approved from time to time in writing for the Property by the Director, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director only has authority to approve amendments to said Signage Plans which, it his or her opinion, do not represent material changes to or substantial departures from such Plans
- 5. <u>Variances/Waivers</u>. The Corporate Authorities hereby approve the departures, exceptions, or variances to the bulk and other regulations of the Village's Zoning Ordinance described on, respectively, Exhibit D attached hereto.
- 6. Approval of Plans. The Corporate Authorities hereby approve the following Site Improvement Plans, and it is a condition of the Owner's right to develop the Property that said development be done substantially in accordance with the following Site Improvement Plans (as the same may be amended and thereafter approved in writing by the Director from time to time, which approval shall not require formal action of the Village Board or any other body of the Village; provided, however, the Director only has authority to approve amendments to the following Plans which, in his or her opinion, do not represent material changes to or substantial departures from such Plans):

- a) Civil Engineering Plans C00 through C13 prepared by Arc Design Resources, Inc., dated October 7, 2021, bearing Project No. 21166 (the "Site Improvement Plans"), which are set forth as part of Exhibit E hereto; and
- b) Retaining Wall Design Plans SRW1 through SRW3 prepared by Highland Engineering PC, dated January 12, 2022, bearing Job No. 21356.ARC (the "Site Improvement Plans"), which are set forth as part of Exhibit E hereto; and
- c) Irving Park Road Right-of-Way Improvement Plans R00 through R08 prepared by Arc Design Resources, Inc., dated October 7, 2021, bearing Project No. 21166 (the "Site Improvement Plans"), which are set forth on as part of Exhibit E hereto; and
- d) Stormwater Improvement Plans EX1 through EX5 prepared by Arc Design Resources, Inc., clated October 7, 2021, bearing Project No. 21166 (the "Site Improvement Plans"), which are get forth as part of Exhibit E hereto; and
- e) Landscape Plans L01 and L02 prepared by Arc Design Resources, Inc., dated October 7, 2021, bearing Project No. 21166 (the "Landscape Plan"), which is set forth as Exhibit F hereto; and
- f) Photometric Plan propered by LSI, dated September 30, 2021, which is set forth as **Exhibit G** hereto.

7. Stormwater Management.

- a) The Property is an approximately in acre parcel that will be constructed by the Owner substantially in accordance with the Site Improvement Plans attached as Exhibit E to serve the storm water management needs of the Property (the "Detention Facilities"). The mains, piping, fixtures, manholes, catch basins, appurtenances, structures, and components of the storm water management facilities located from time to time on, under or across any of the Property are hereinafter collectively referred to as the Detention Facilities.
- b) The Owner shall maintain and repair, at its sole cost and expense, the Stormwater Detention Facilities on the Property in a good and workmanlike manner and in accordance with good and sound engineering practice and shall keep the Property in a clear and attractive condition.
- c) In the event the Owner shall default in its obligations under Section 7(3) above, and shall fail to commence to cure such default within thirty (30) days after a notice of default has been sent to the Owner by the Village (or after commencing such cure shall fail to diligently prosecute such cure to completion), the Village shall the right, upon a second prior notice to the Owner, to cure or cause to be cured the default and to charge to the Owner the reasonable out of pocket costs and expenses incurred by the Village in so doing. The Owner hereby grants the Village and its agents, contractors, and employees a temporary license to enter upon the Property and such other areas of the Property to the extent reasonably necessary to enable the Village to exercise the self-help rights granted it under this Section 7(c). Village covenants and agrees to exercise such self-help rights in a manner so as to minimize to the maximum extent possible the level of interference with the any of the businesses then operating within the Property.

8. <u>Compliance with Village Ordinances</u>. The Owner agrees to comply with all ordinances of the Village of Streamwood, as amended from time to time, with respect to the ownership and operation of the Property, except as such ordinances may be (or may have been) modified or waived as set forth herein; and provided further that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property, but shall be equally applicable to all property in the Village similarly zoned or situated. In the event, however, of any conflict between this Agreement and the Zoning Ordinance, the Subdivision Ordinance and any other present or future codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

9. Water and Sanitary Sewer Provisions.

- a) The Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Property and any future expansions or additions thereto or replacements thereof. All water mains shall be constructed and installed in accordance with final engineering plans approved by the Village. The Village represents that there is adequate water adequate to service the buildings that are to be located on the Property, as shown on the Site Development Plans. The Owner shall be permitted to tap on to the Village water system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to use their best efforts to aid the Owner in obtaining permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Village of Streamwood water system. The Owner further agrees to pay to the Village water tap on and connection tees pro rata, in accordance with the applicable Village Ordinances of general applicability throughout the Village, at the time that the proposed buildings on the Property are connected to such systems.
- Property and future expansions and additions thereto. The Owner shall be permitted to tap on to the Village sanitary sewer system at points recommended by the Village Engineer. The Corporate Authorities agree to cooperate with the Owner and to make its best efforts to aid the Owner in obtaining such permits from governmental agencies jurisdiction as may be necessary to authorize connection from the Property in the Village of Streamwood and the Metropolitan Water Reclamation District for the collection and treatment of sewage. Upon installation and acceptance by the Village through normal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems. The Owner agrees to accept any reasonable increase in sewer tap on and connection fees, provided notice is given and such fees are applied consistently to all similar users in the Village.
- 10. Site Development Plan Exhibits. The following Exhibits, some of which were presented in testimony given by the Owner or the witnesses during the hearings held before the Planning and Zoning Board and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below. This Agreement, upon execution by the parties, together with copies of all Exhibits, shall be kept on file with the Village Clerk and be available for inspection to the parties hereto.

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EXHIBIT A Legal Description of the Property

EXHIBIT B Building Elevation Plans

EXHIBIT C Signage Plans

EXHIBIT D List of Requested Variances
EXHIBIT E Site Improvement Plans

EXHIBIT F Landscape Plans
EXHIBIT G Photometric Plan

- 11. <u>Fees Paid by Owner</u>. The Owner shall reimburse the Village for reasonable costs incurred by the Village in executing and carrying out the terms of this Agreement, planning engineering, traffic, legal consultants and other consultants in review of plans and other documents required in the zoning approval and development approvals from time to time.
- parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Owner does hereby evidence its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village in any reasonable manner. The Village does hereby evidence its intent to aways cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.
- 13. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excited heretofore and the invalidity thereof shall not affect any of the other provisions contained hereia.
- 14. <u>Binding Effect of Agreement</u>. This Agreement shall be binding upon the Property, the parties hereto and their respective successors and assigns.
- 15. <u>Corporate Capacities</u>. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.
- 16. Notices. Any notice required pursuant to or permitted by the provisions of this Agreement (a "Notice") must be in writing any may be given by (a) personal delivery, (b) nationally recognized overnight courier service, (c) United States registered or certified mail, return receipt requested, with proper postage prepaid, or (d) facsimile transmission (provided such Notice is also sent that same day by one of the other delivery methods set forth in this Section), in each case addressed to the party to whom the Notice is directed at the address of the party set forth below, or at any other address as the parties may later designate by Notice sent in accordance with the provisions of this Section:

If to Owner: Car Wash Development of Streamwood

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651 S. Sutton Rd.
Suite 305
Streamwood, IL 60107
Attention: Mr. Daniel Gunsteen

If to Village:

Copy to:

Village of Streamwood 301 E. Irving Park Road Streamwood, IL 60107 Attn: Village Manager (630) 837-0200

(630) 837-0200 Fax: (630) 837-0242

Copy to:

Storino, Ramello & Durkin 9501 W. Devon Avenue, 8th Floor Rosemont, IL 60018 Aug., Thomas Bastian

(847) 315-9500 Fax: (847) 318-9509

Any Notice may be given by a party or a party's attorney and, if given by certified or registered mail, shall be deemed given on the fifth ourseless day following the date that the Notice is given to the postmaster. If a Notice is given by overnight delivery, it shall be deemed given on the first business day following delivery to the overnight courier. Any Notice given by personal delivery shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). Any Notice given by facsimile transmission shall be deemed given upon the completion of the transmission on business days provided the sender has telecopier machine confirmation of the transmission and also sends the Notice that same day by one of the other delivery methods set forth in this Section.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

VILLAGE OF STREAMWOOD

OWNER

Car Wash Development of Streamwood, an Illinois corporation

By:

T'S OFFICE

Name: Daniel Gunsteen

Title: Its Manager

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EXHIBIT A

Legal Description of the Property

Lot 1 of Mason's Resubdivision 2 of part of the North Half of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, according to the Plat thereof recorded January 28, 2009, as Document No. 0902839032 in the Recorder's Office of Cook County, Illinois.

Excepting therefrom that part conveyed to the people of the State of Illinois Department of Transportation by Warranty Deed recorded August 7, 2020, as Document No. 2022015014 in SON.
162-0124
COOK COUNTY CLOSERY'S OFFICE said Recorder's Office.

P.I.N. 06-26-102-0124

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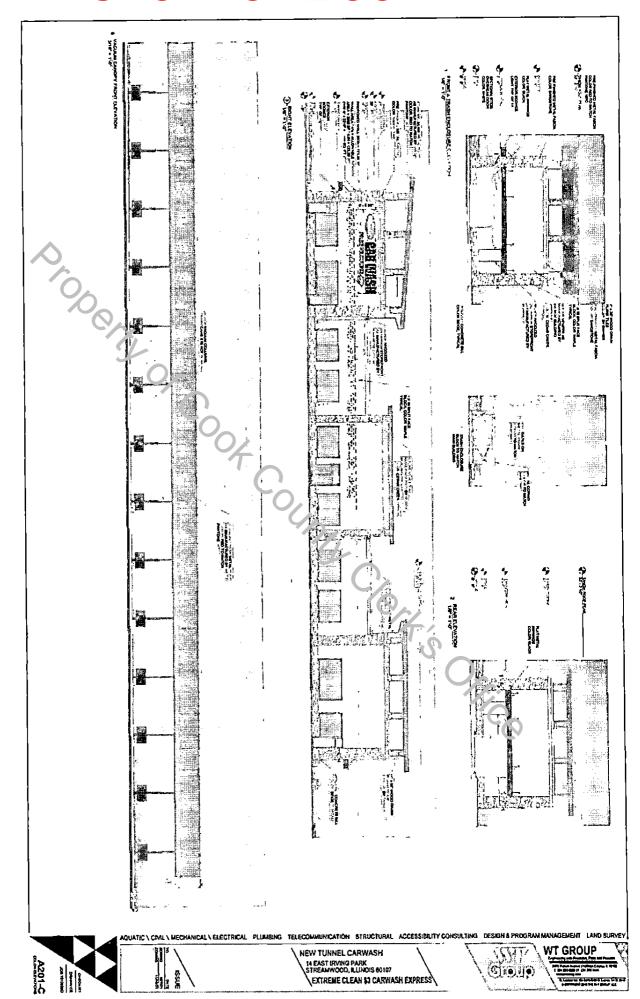
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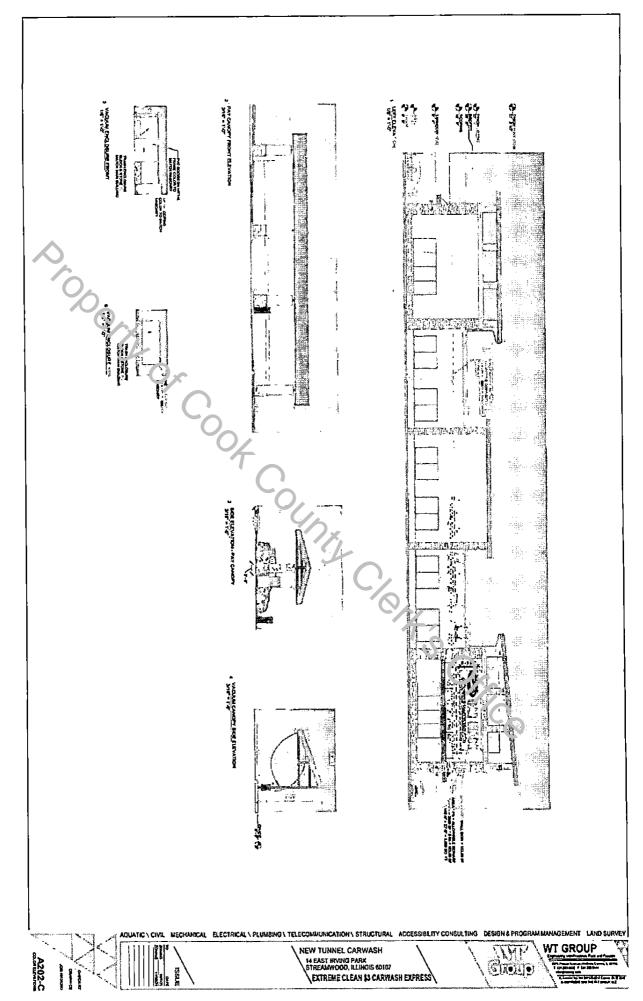
Building Elevation Plans

COOK COUNTY CLERK OFFICE

COOK COUNTY CLERK

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EXHIBIT CSignage Plans

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EXHIBIT D

List of Requested Variances

Lighting Variance to Title 11, Chapter 9, Section 3-3G3a:

• Maximum levels at lot line: A maximum of 5.4 foot-candles along a portion of the south property line at the driveway to allow better visibility.

Sign Variance to Title 11, Chapter 10, Section 3-2-B1a and c:

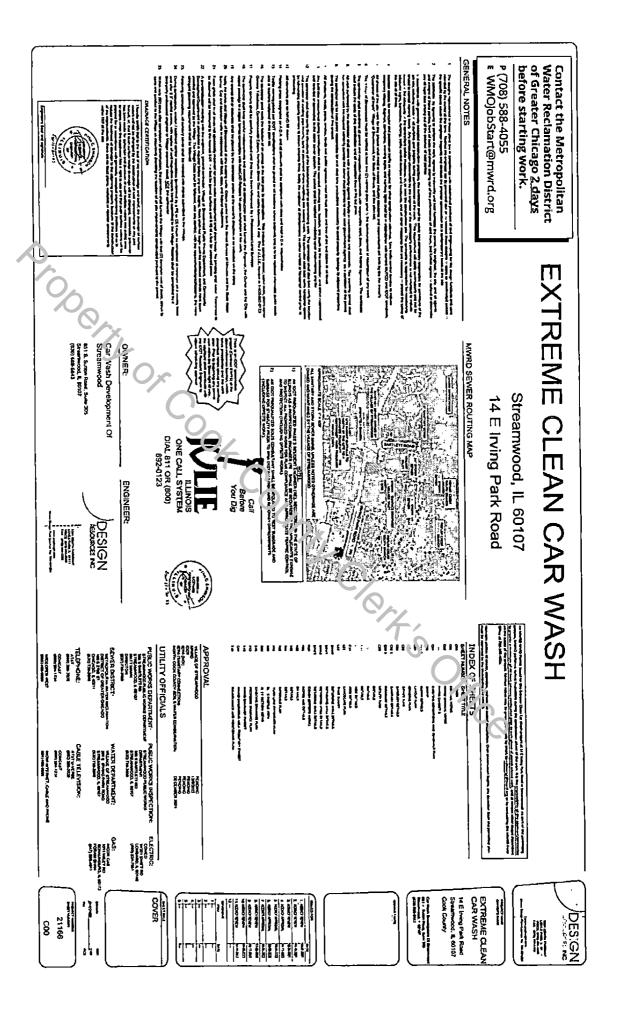
for a squested. Request for a 123.2 square foot wall sign on both the east and west facades. These facades are being requested in lieu of providing any wall signage on the south façade as permitted by Code.

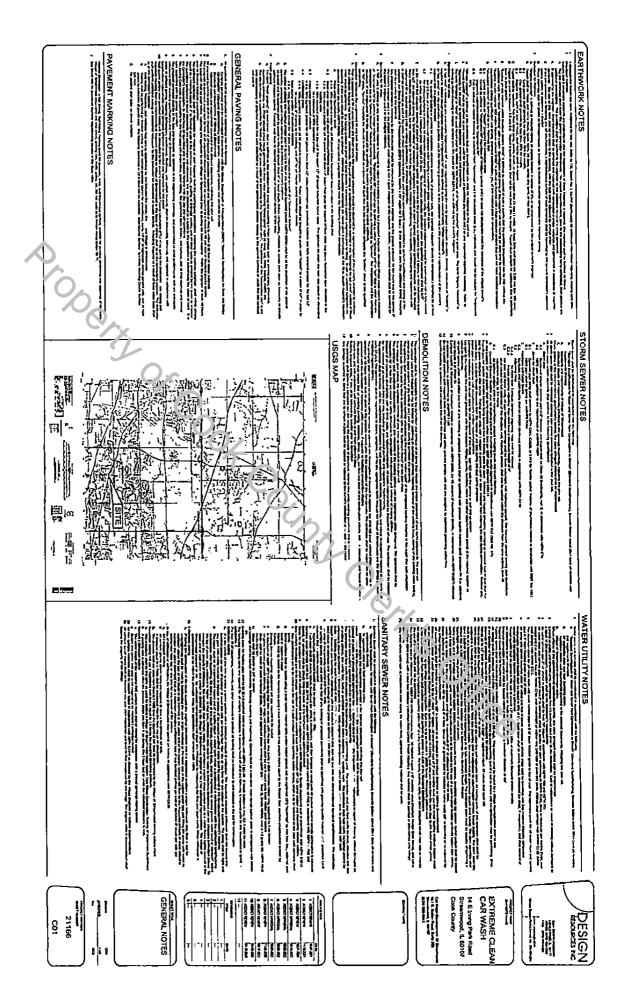
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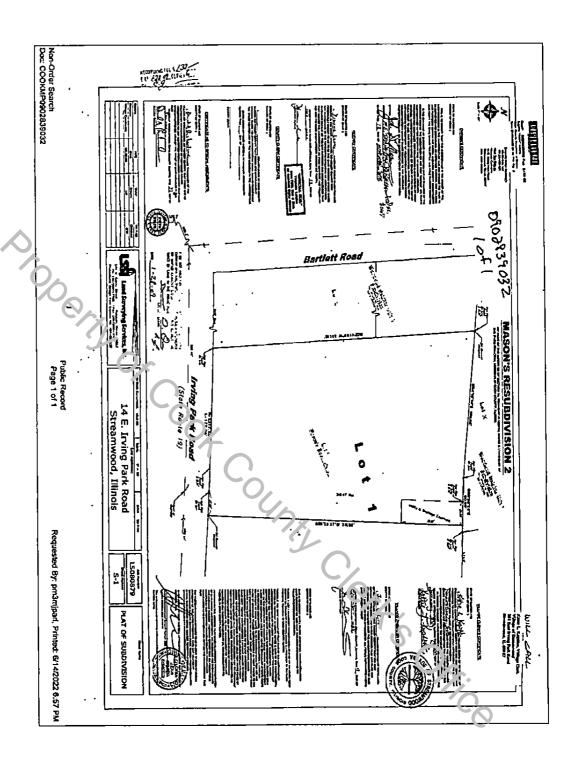
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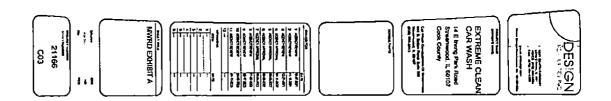


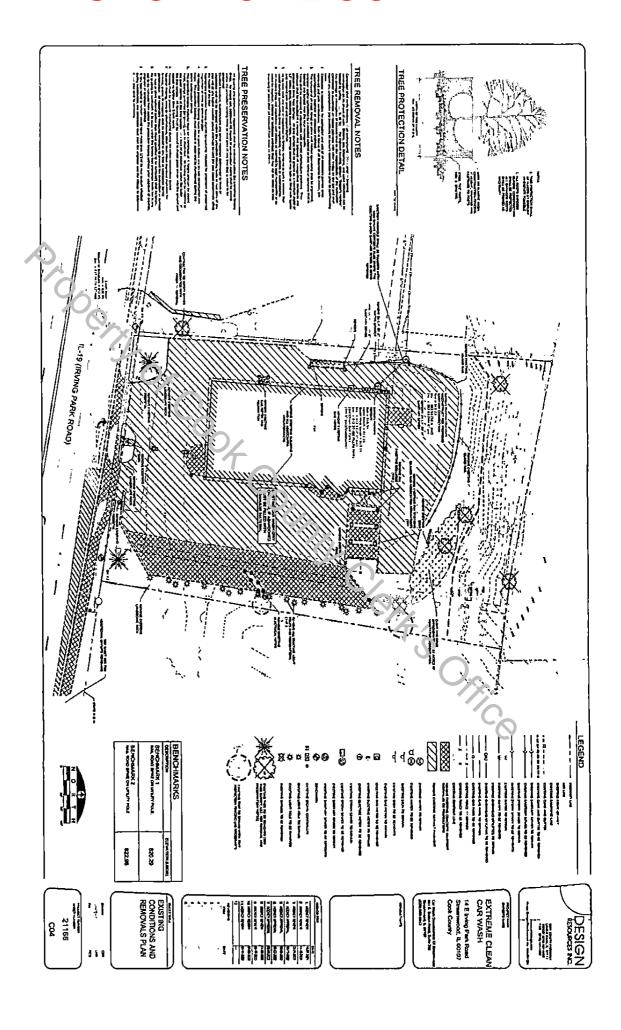


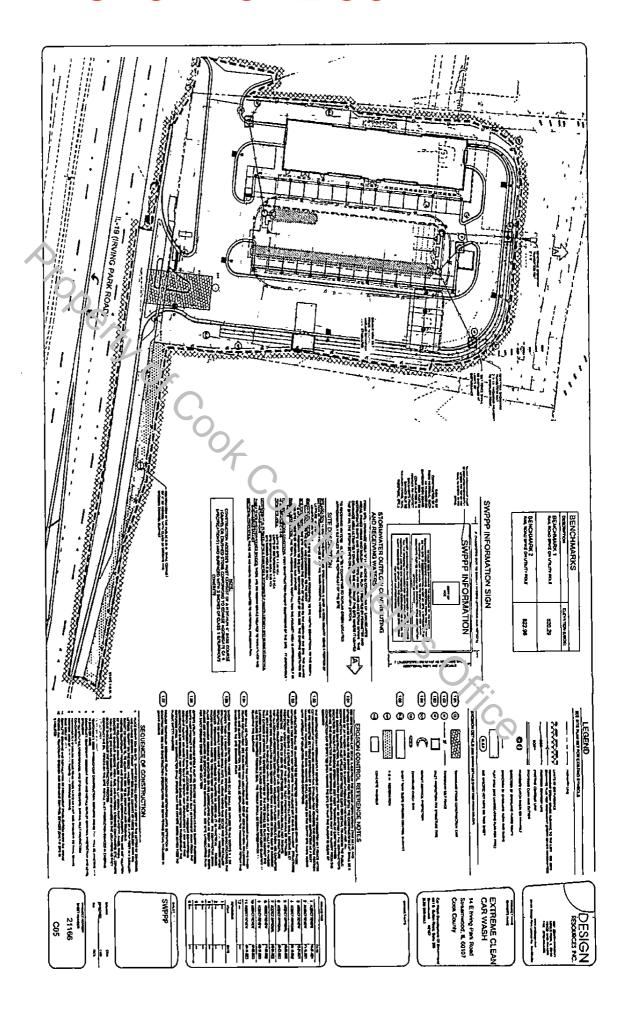


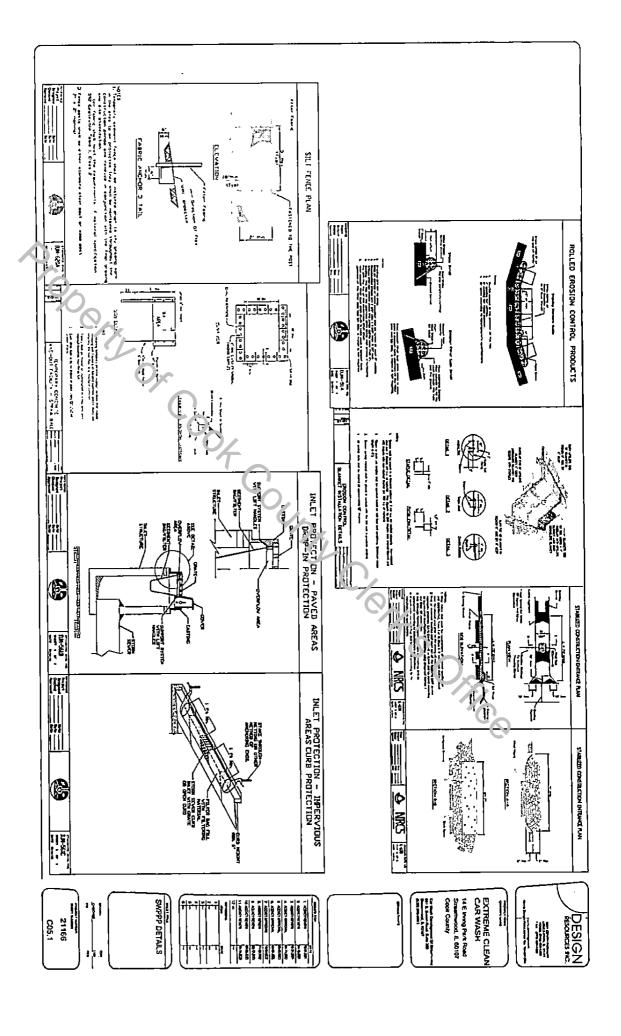
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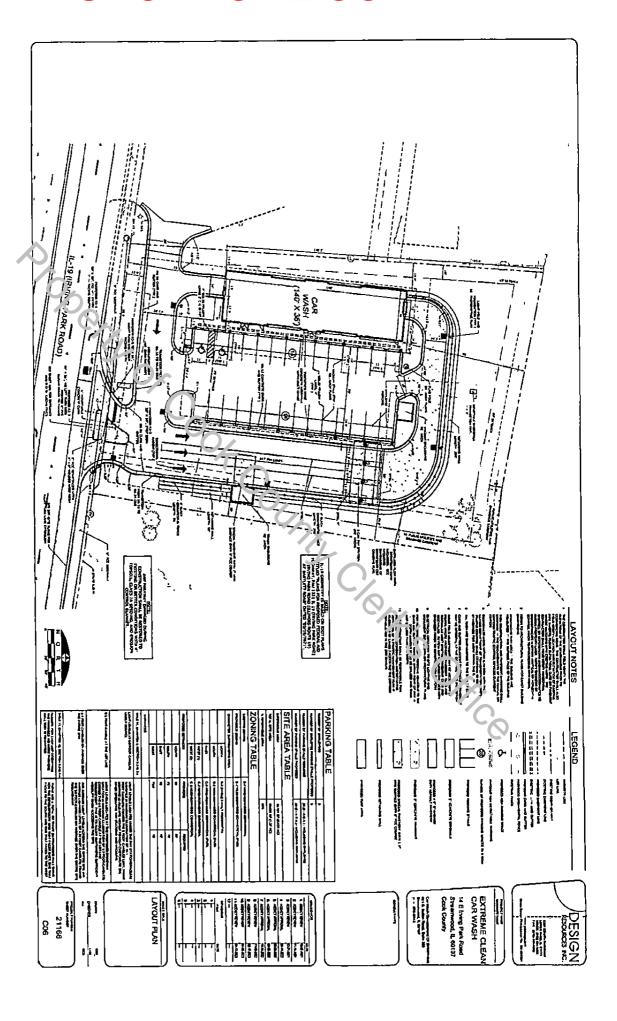


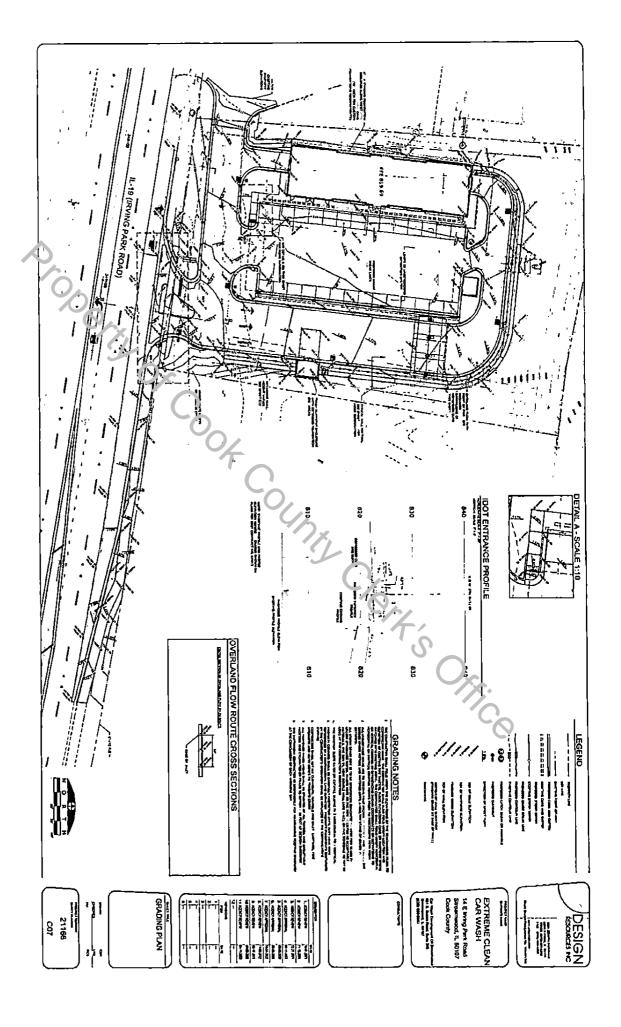


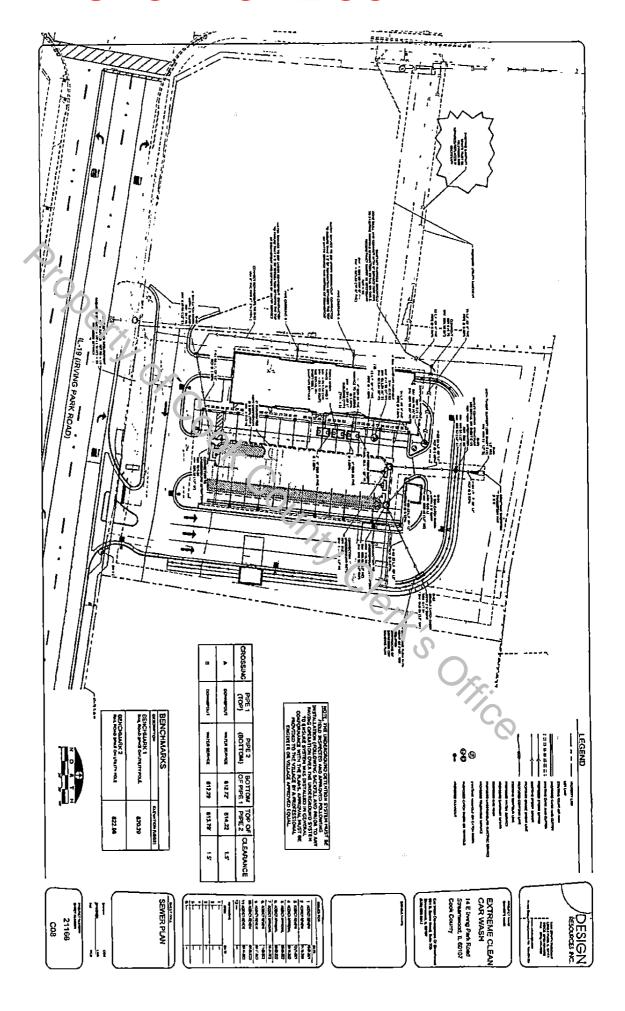


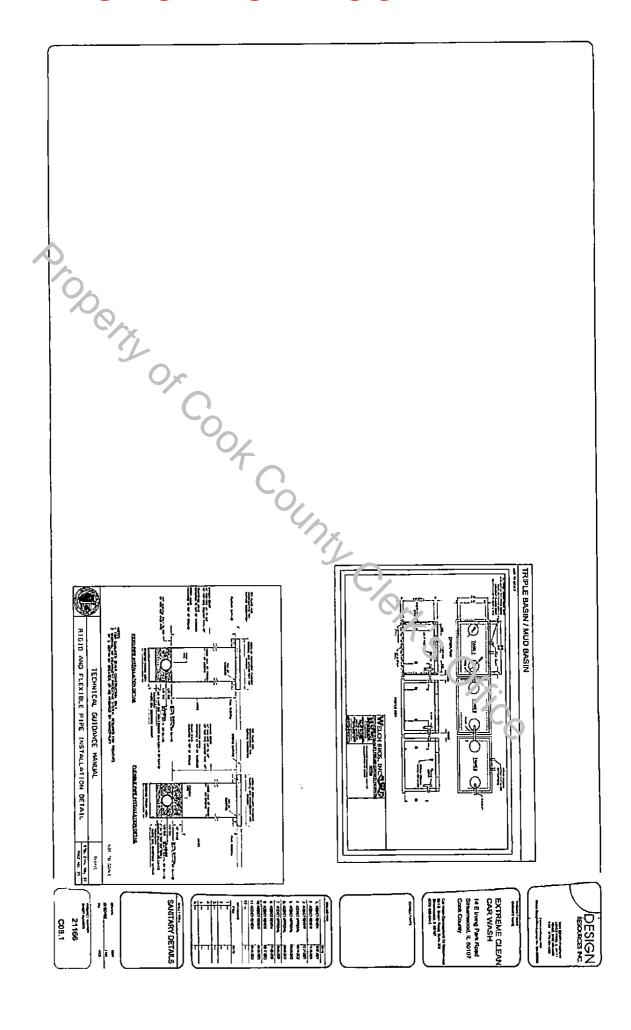


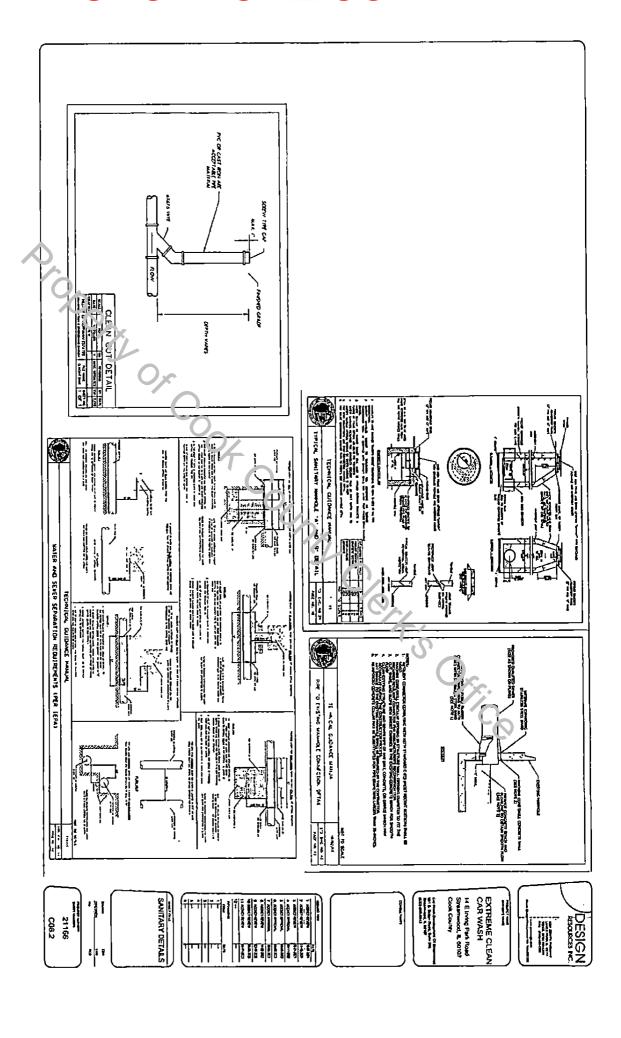


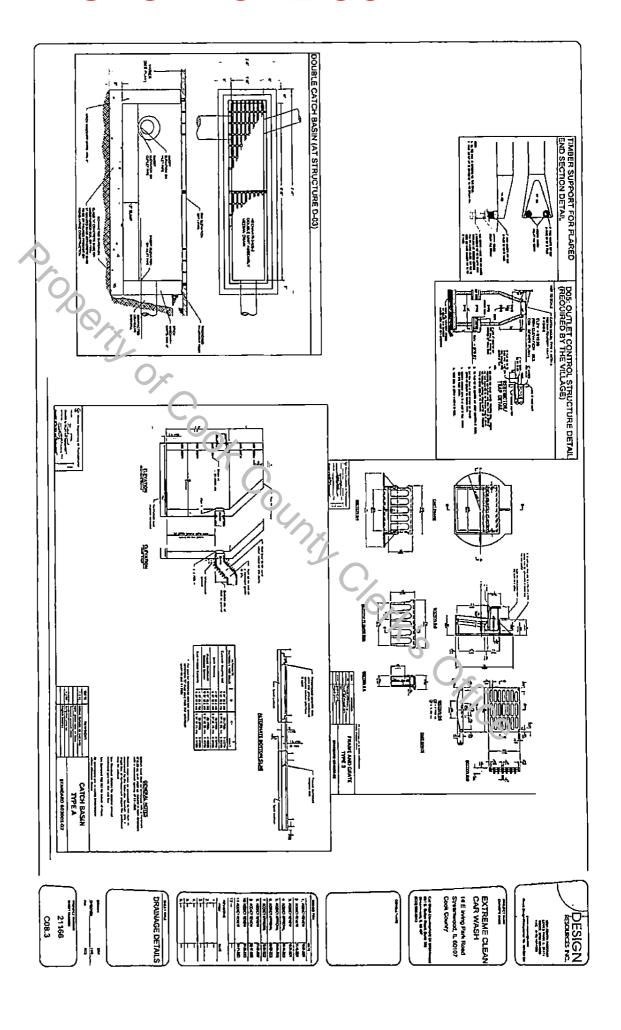


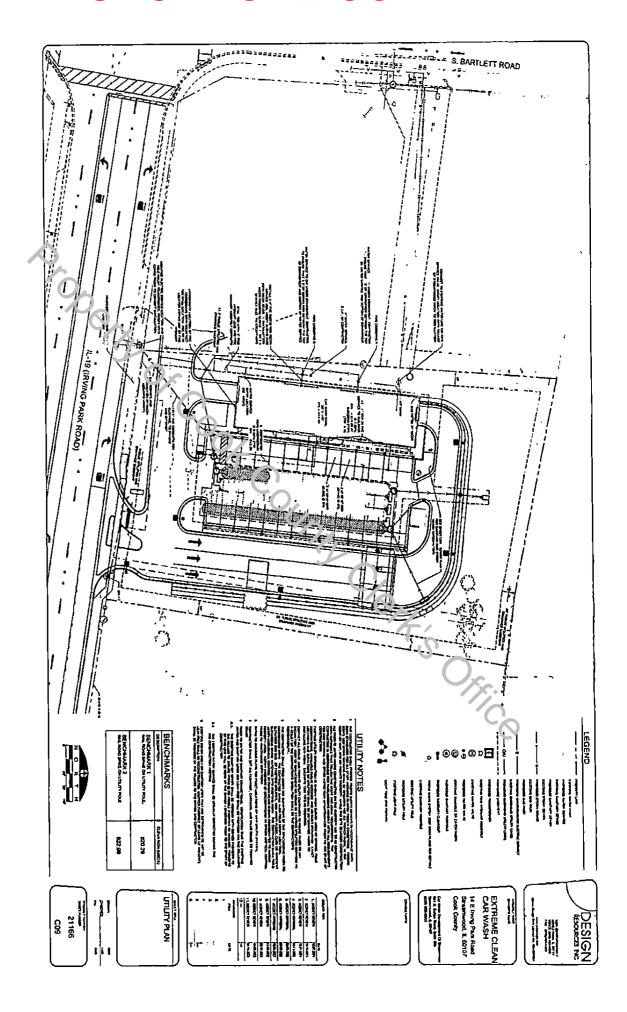


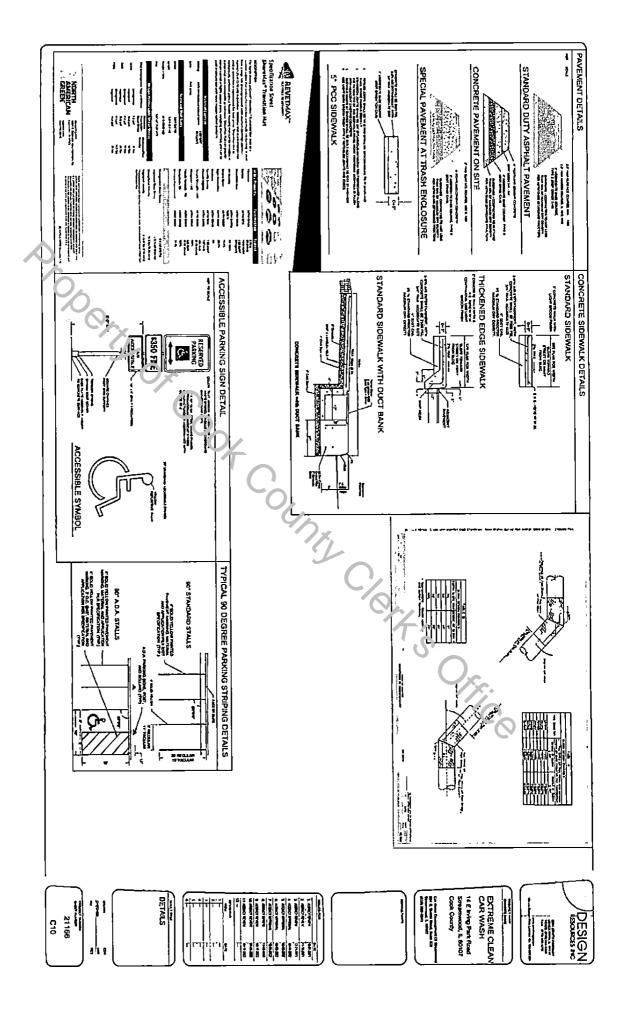


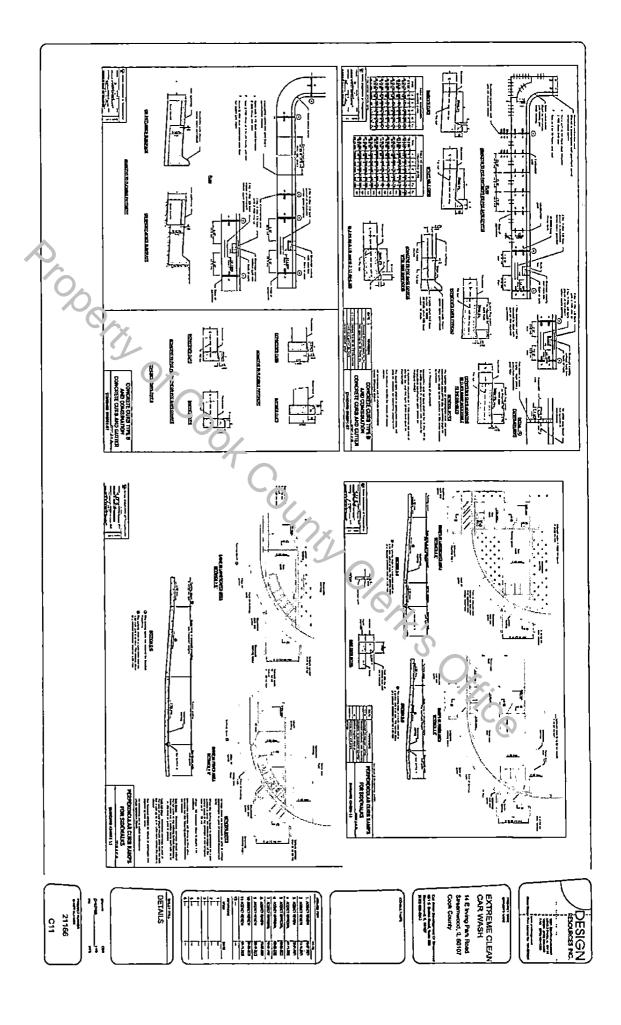


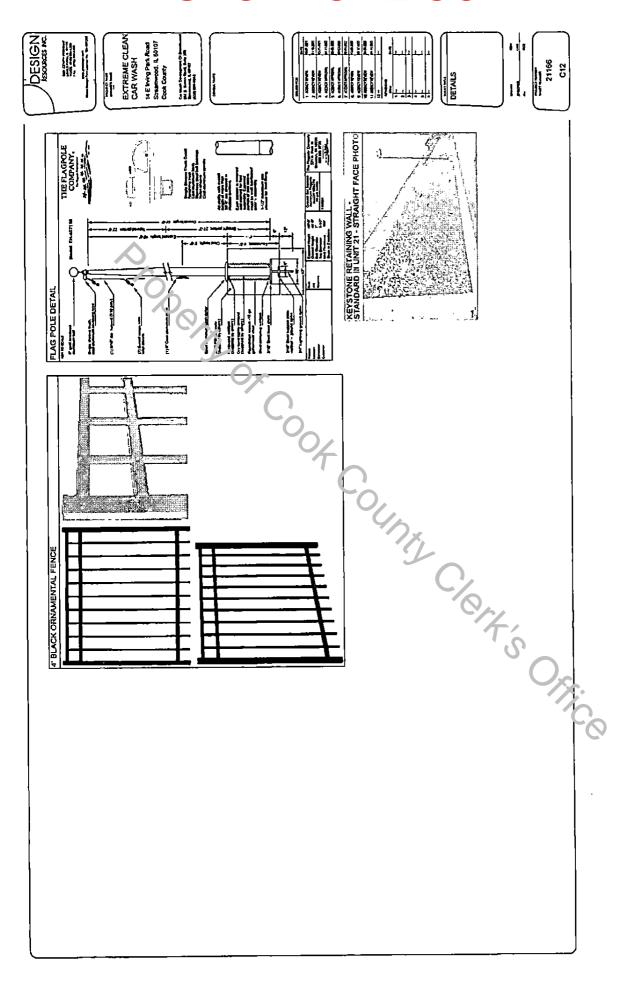


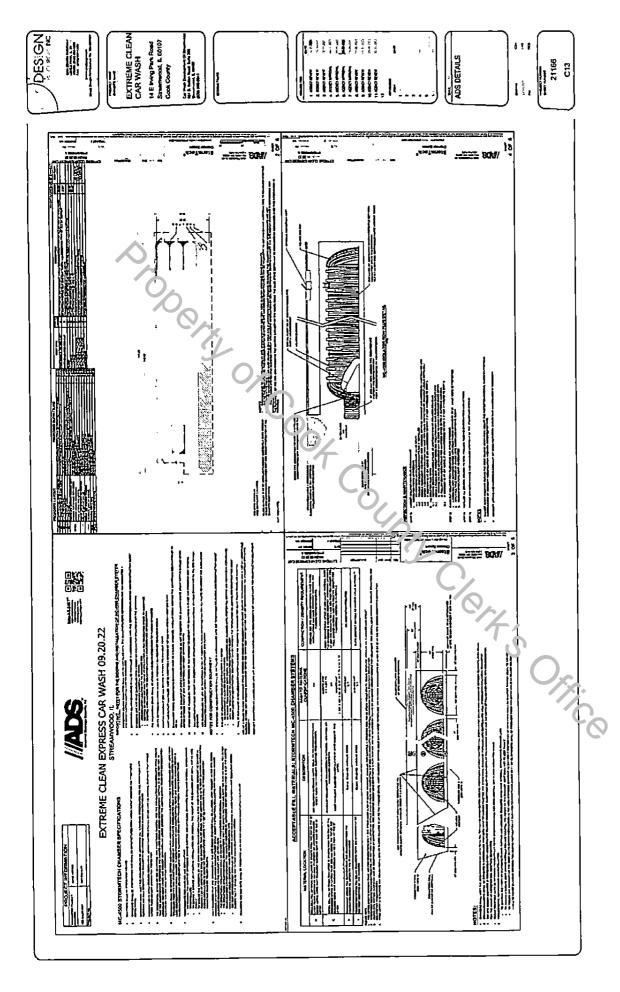


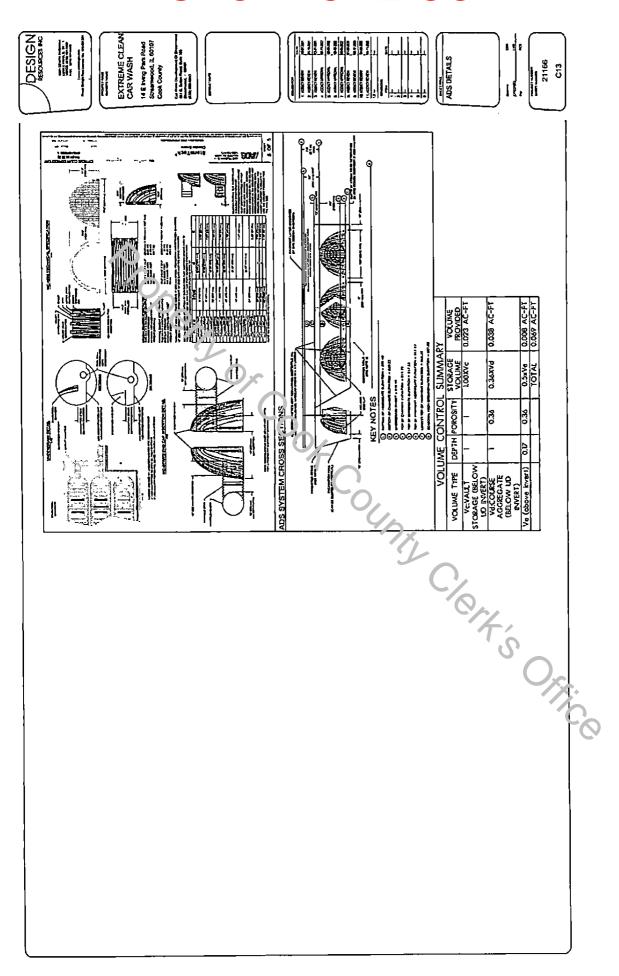


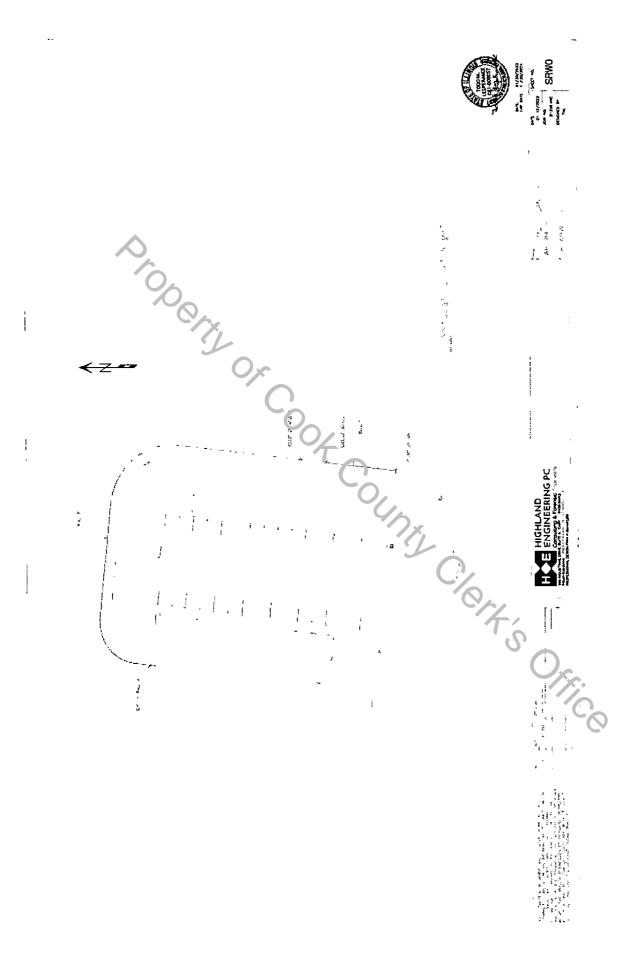


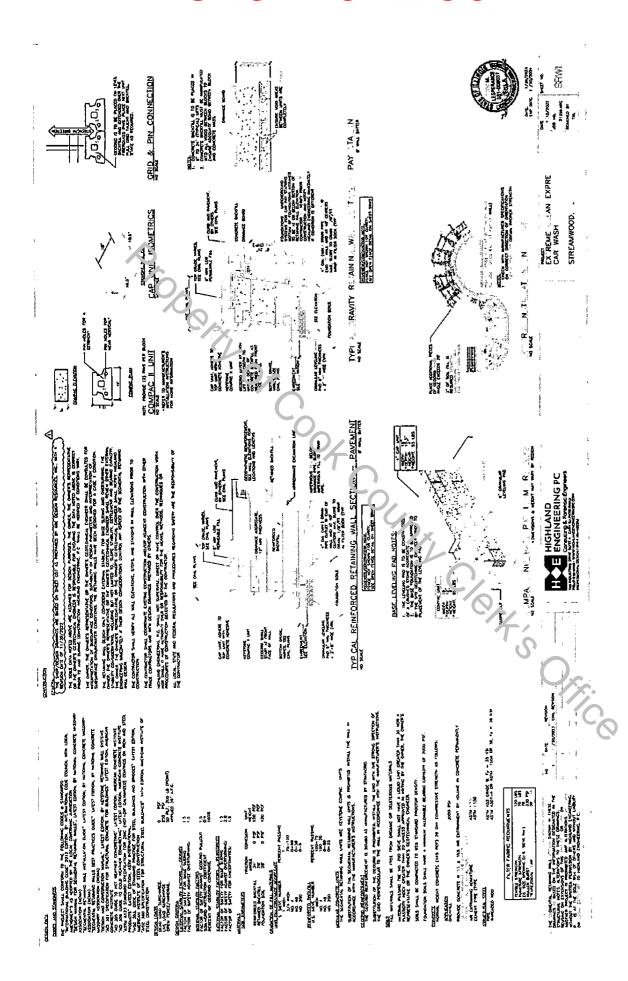


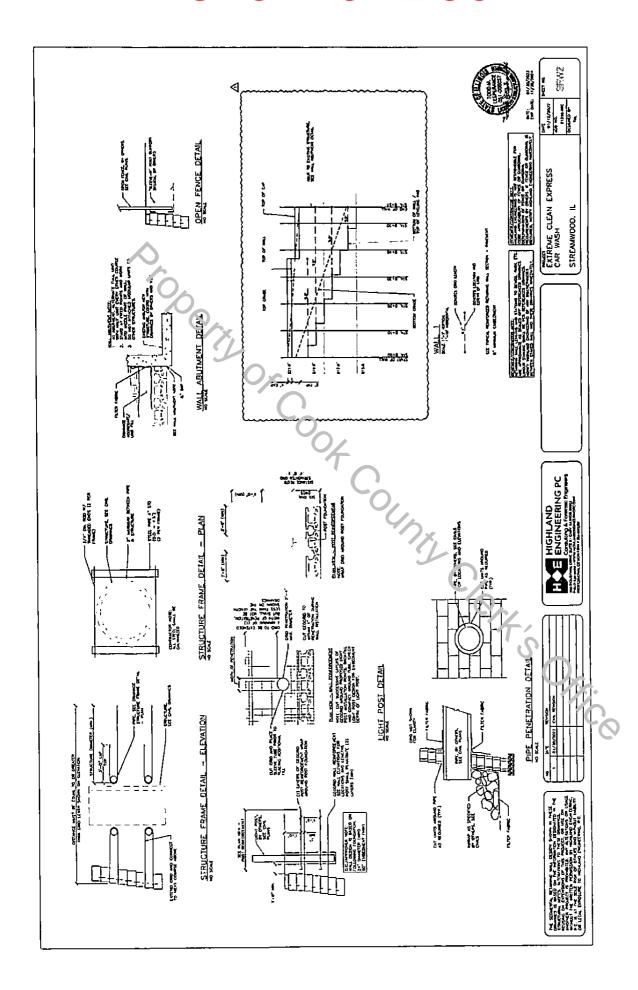


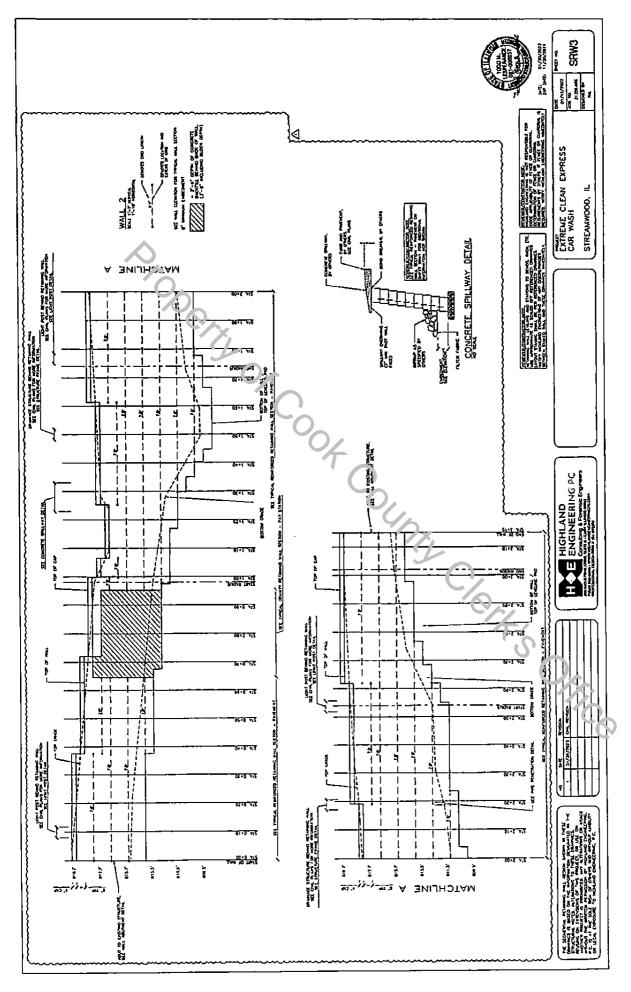


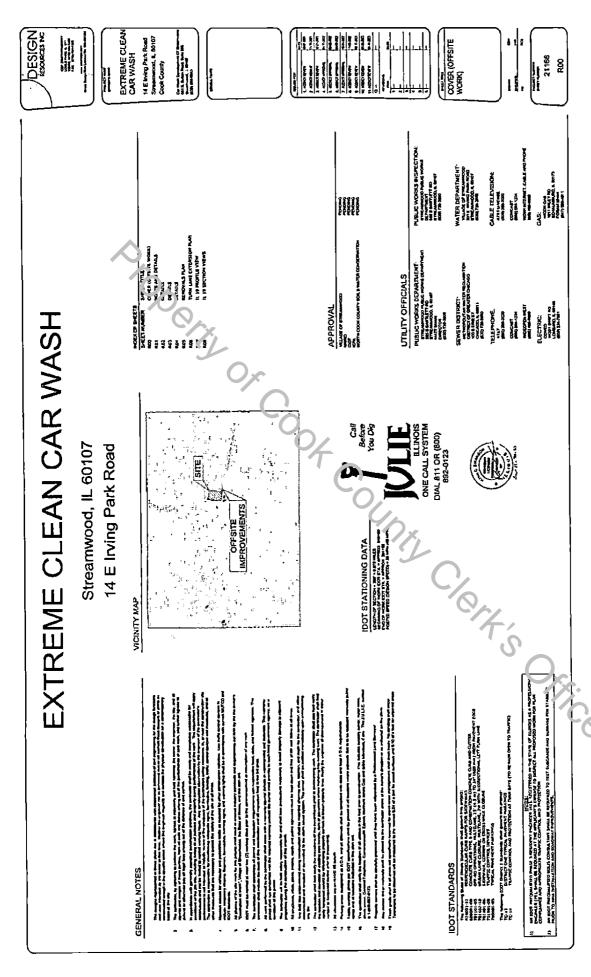


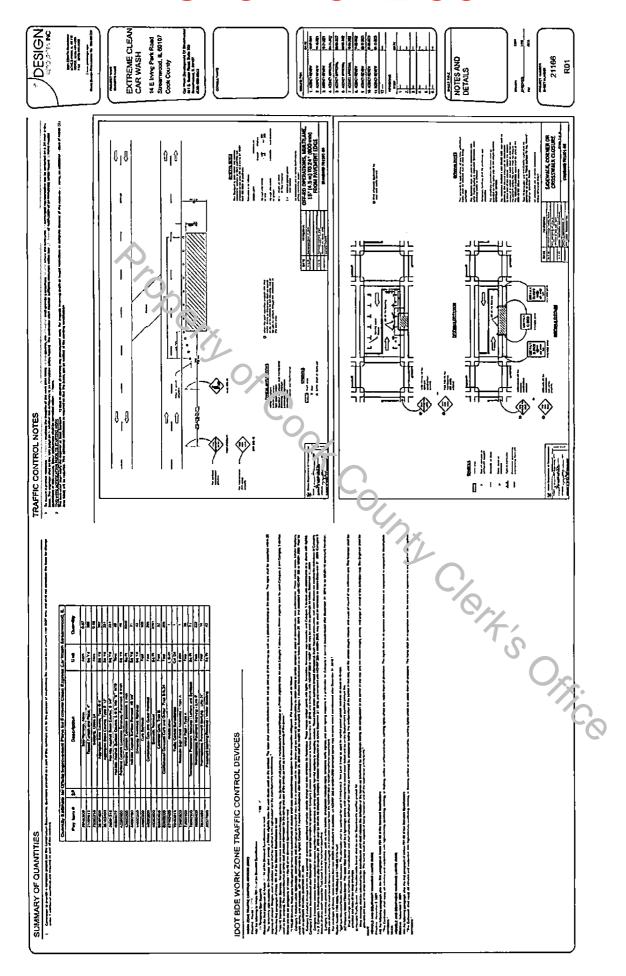


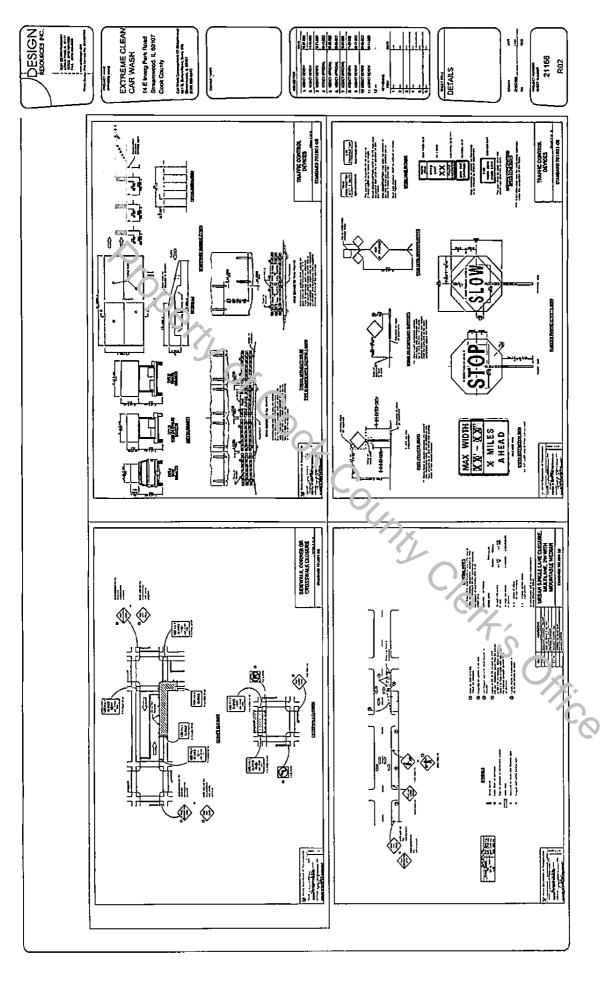


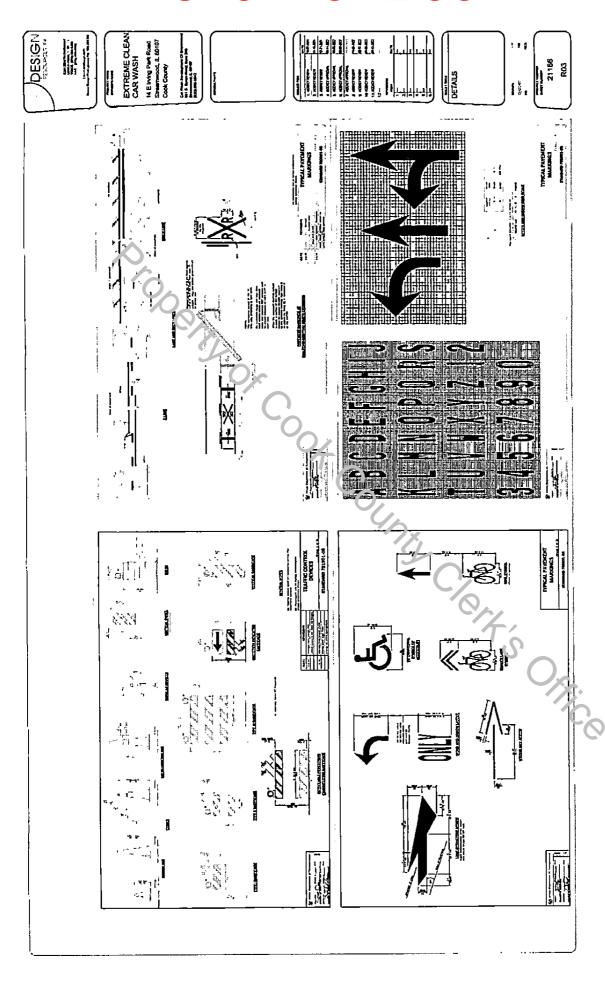


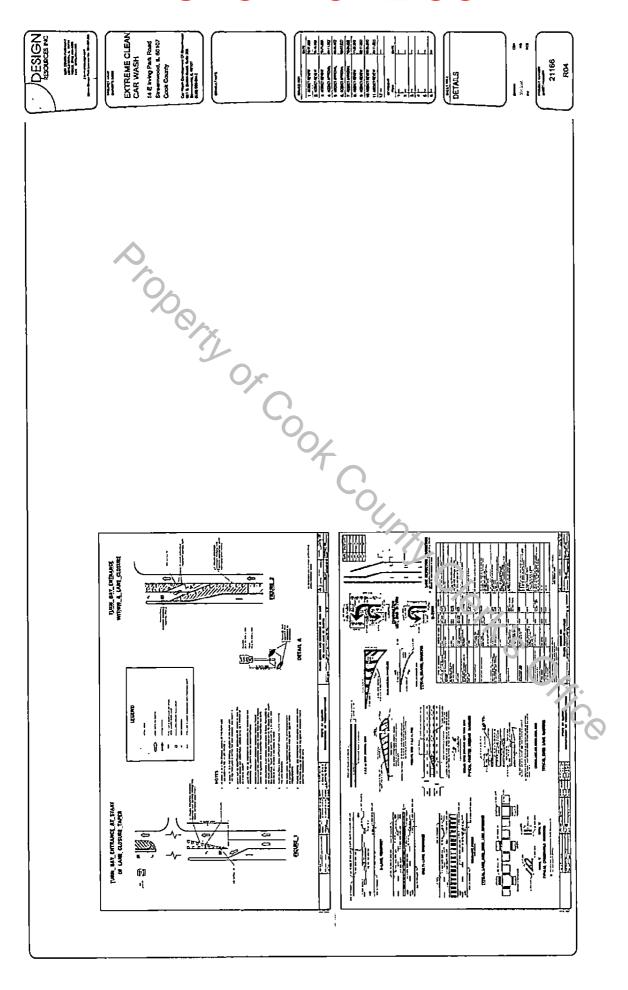


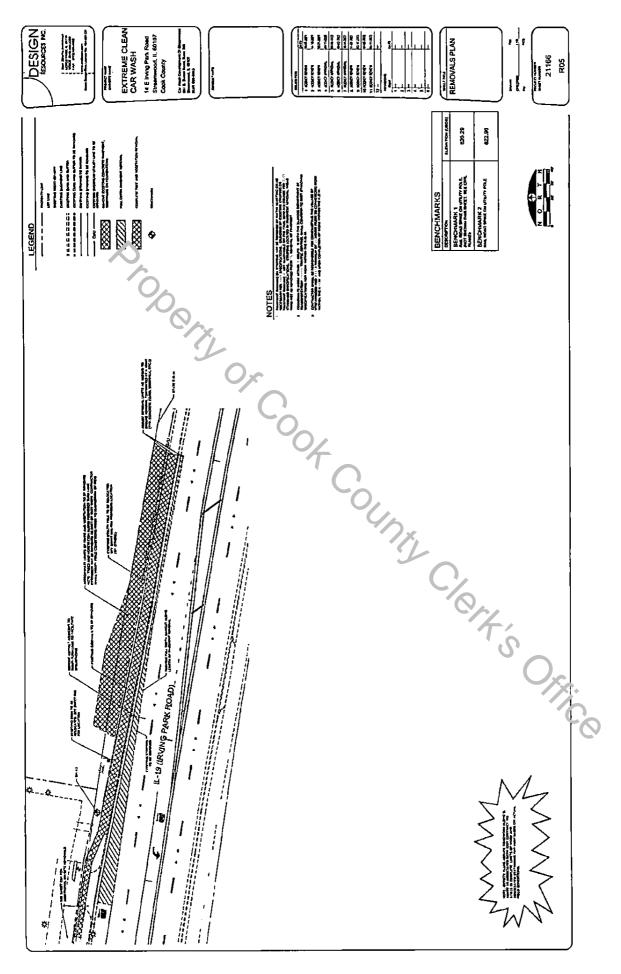


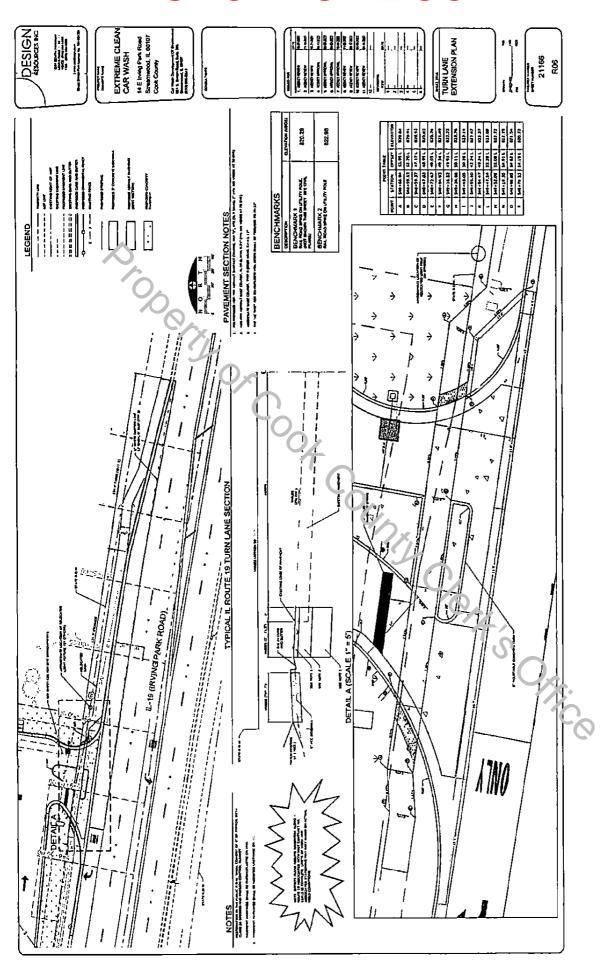


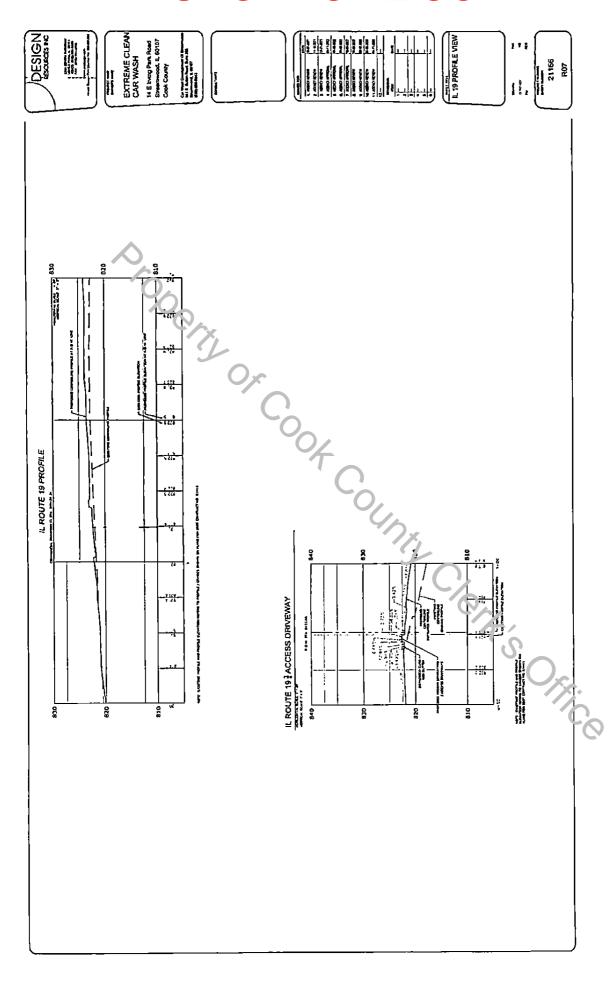


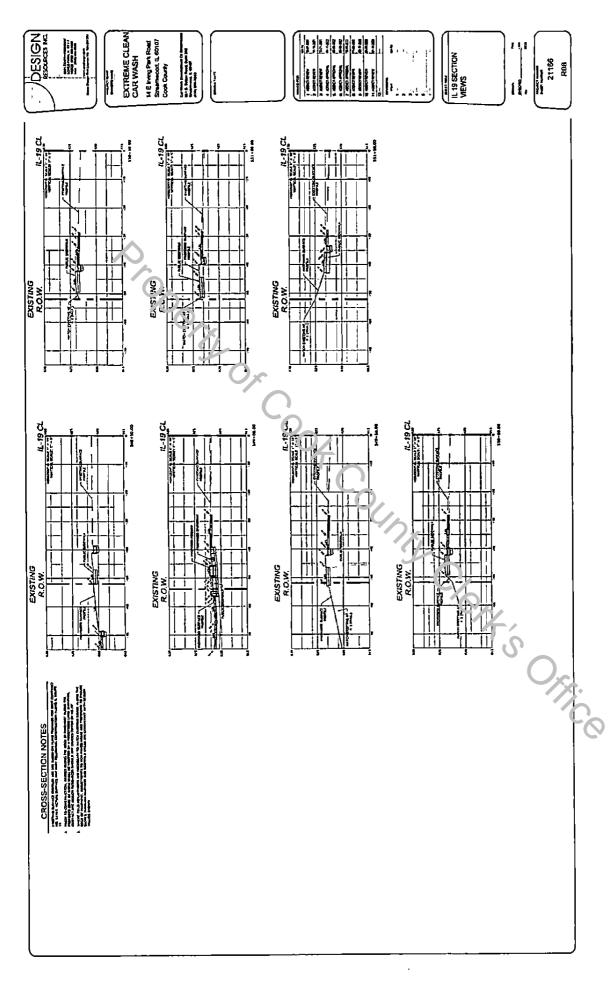


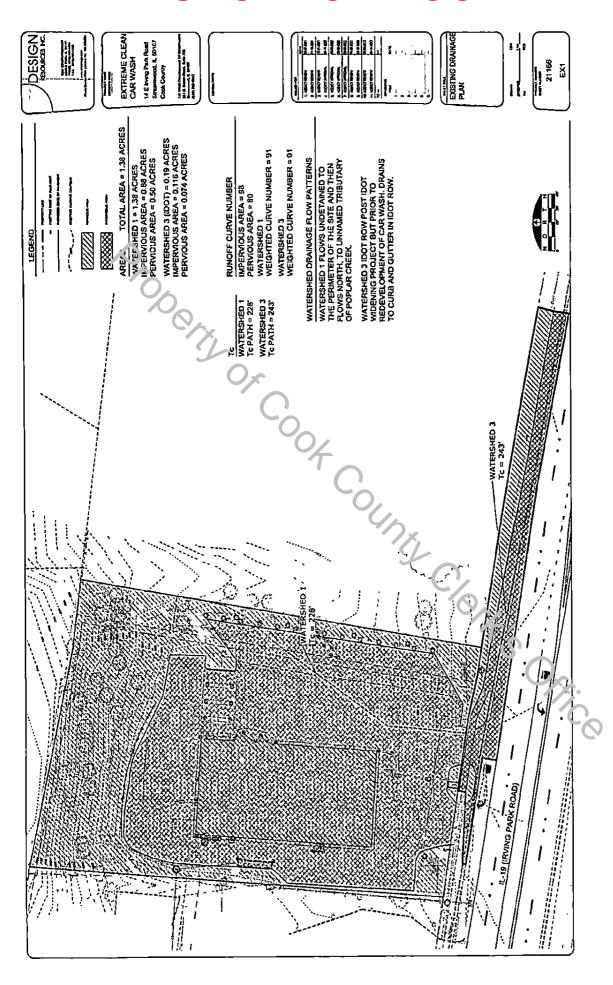


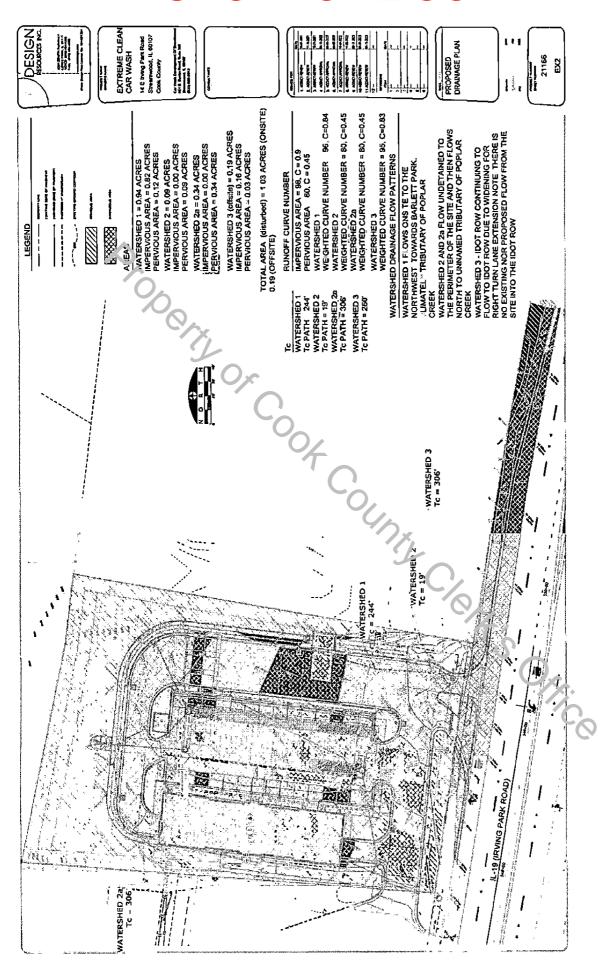


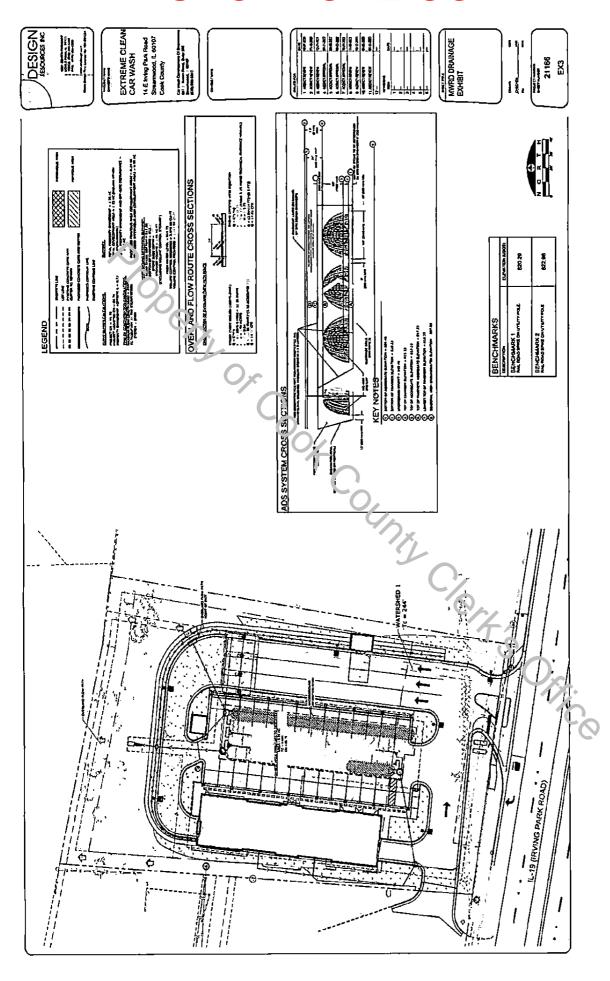


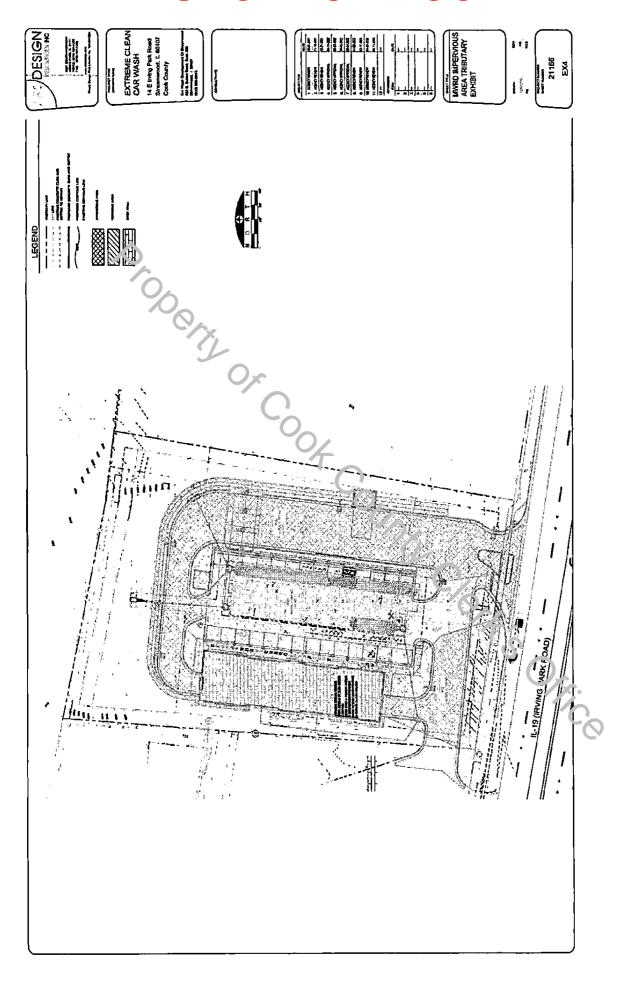


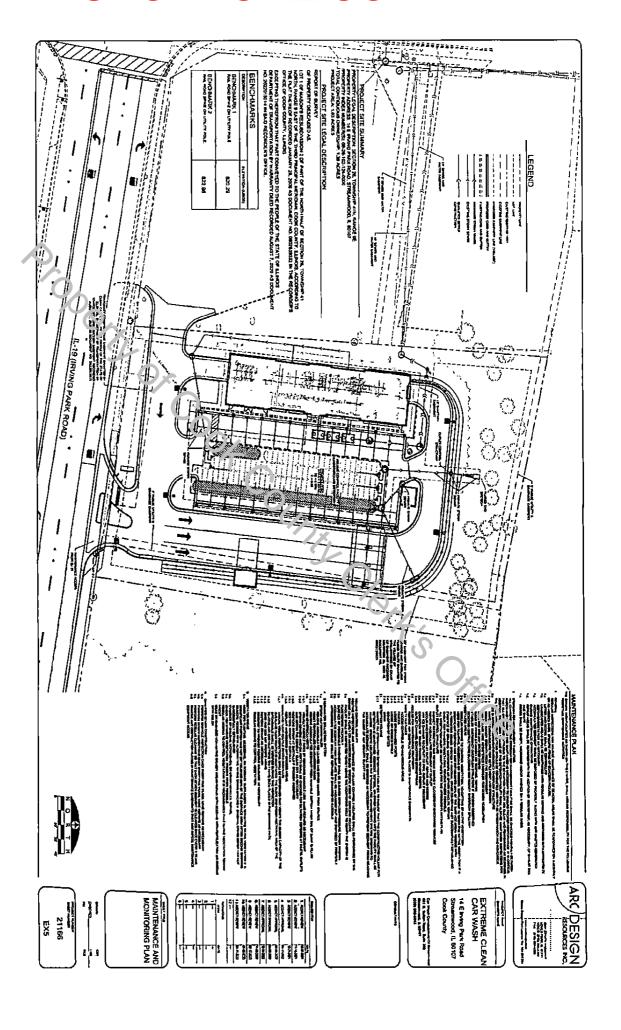










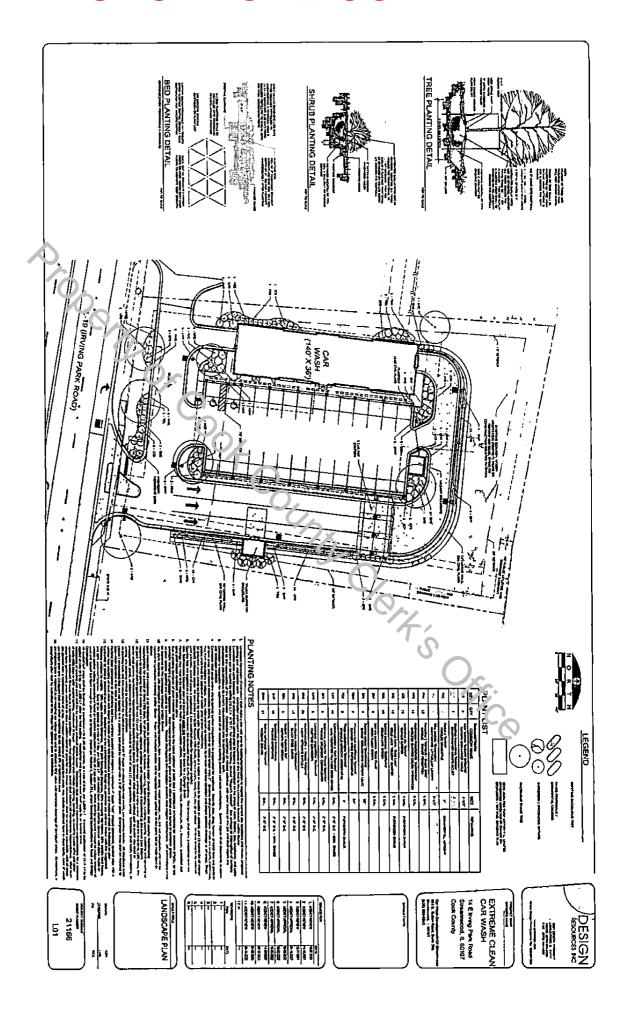


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EXHIBIT FLandscape Plans

Property of Coot College Market Reference of the College Marke



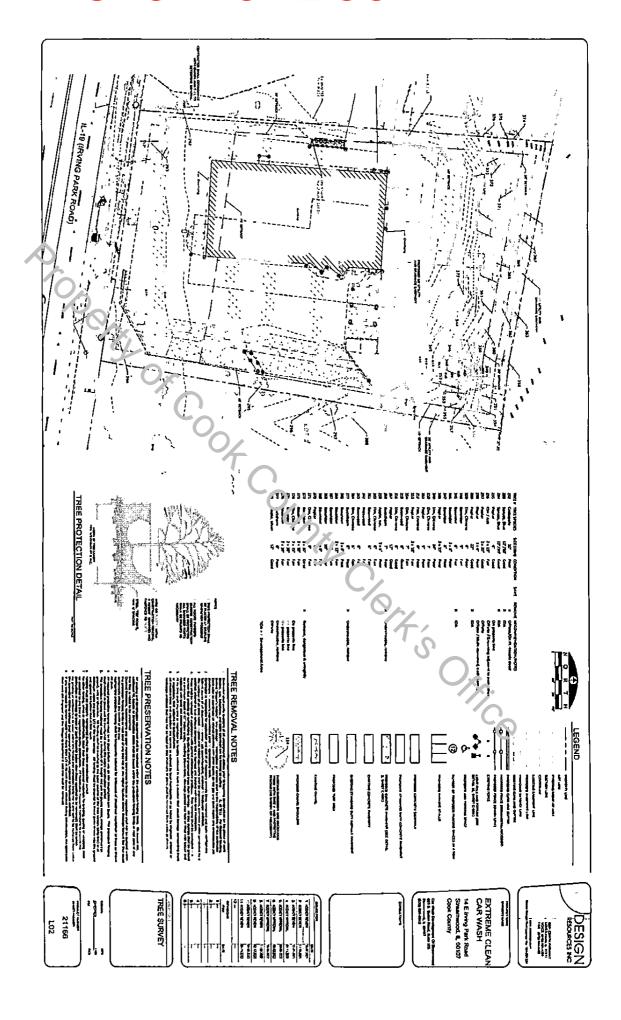


EXHIBIT GPhotometric Plan

Property of Cook County County

