DESIGN AND PROJECT REVIEW COMMITTEE (DAPR)
Wednesday, April 3, 2019
2:30 P.M.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2404

AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM, JOHANNA LEONARD, CHAIR

II. APPROVAL OF MINUTES:
   1. March 13, 2019, DAPR Committee minutes.
   2. March 20, 2019, DAPR Committee minutes.

III. NEW BUSINESS:
   1. 619 Howard Street
      Thomas Ahleman, architect, submits for a Special Use permit for a Banquet Hall Facility in the B3 Business District.

   2. 2628 Gross Point Road & 2635 Crawford Avenue
      Recommendation to Plan Commission and ZBA
      Steven Kolber, architect, submits for a map amendment to subdivide the property located at 2635 Crawford Ave. and rezone the southeast portion of the property from the R2 Single Family Residential District to the B1a Business District (with the northwest portion of the property to remain R2 Single Family Residential), and major zoning relief to subdivide the property and establish a flag lot on the southeast portion of 2635 Crawford Ave., a Pedestrian Area of less than 30', and for reduced Fenestration and Sill Heights facing Gross Point Rd. and Crawford Ave., and for a special use permit for a Type 2 Restaurant, Nic's Organic Fast Food, a Drive-Through facility, and for a Type 2 Restaurant as an Active Ground-Floor Use, in the B1a Business District and the oCSC Central Street Overlay District.

IV. ADJOURNMENT

The next DAPR meeting is scheduled for Wednesday, April 10, 2019, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
March 13, 2019


Staff Present: J. Velan, P. Zalmezak, P. Martinez, K. Boden

Others Present: Ald. Wynne

Presiding Member: J. Leonard

A quorum being present, J. Leonard called the meeting to order at 2:31 pm.

Approval of Minutes

March 6, 2019, DAPR Committee meeting minutes.

L. Biggs made a motion to approve the March 6, 2019, meeting minutes, seconded by G. Gerdes.

The Committee voted, 9-0, with one abstention, to approve the March 6, 2019, meeting minutes.

New Business

1. 1012-1034 Chicago Avenue
Richard Fisher and Oscar Tatosian seek comments for concept review of a site in the C1a and C2 Commercial Districts. No project is presently under consideration.

- J. Leonard stated there is redevelopment interest for the subject property, no plans have been submitted, the discussion is for general comments only.
- The site includes the properties on the west side of Chicago Avenue from Greenleaf Street south to Lee Street.
- M. Klotz summarized the current zoning of the properties:
  - North end zoned C2: Residential is not allowed
    Maximum building height is 45’, up to 60’ with Planned Development site development allowance
    Maximum FAR of 1.0
  - South end zoned C1a: Residential is permitted
    Maximum building height is 67’, up to 90’ with Planned Development site development allowance
    Maximum FAR of 4.0
M. Klotz outlined the Planned Development Process. She advised against maxing out building height allowed with a Planned Development, suggesting 6 stories seems appropriate, but building height could be between 6-9 stories. She suggested staggering the height and stepping it back from the street, want to avoid a boxy building.

M. Klotz stated ground floor retail, some underground parking and 65 dwelling units on the floors above the ground floor is possible.

J. Leonard stated there should be a maximum of one curb cut on Chicago Avenue and one on Greenleaf Street, a private alley could provide service to the rear of the building, looking for 12’ distance between the building and street curb for pedestrians.

G. Gerdes started a Construction Management Plan is required before a building permit is issued, including demolition to construction. He noted the Green Building Ordinance.

R. Fisher stated his auto dealership is over capacity, plans to move service activities to central location near Howard and Kedzie, retain sales in 3 buildings on the east side of Chicago Avenue. The plan does not mean a decrease in business or jobs.

O. Tatosian stated their building has been there since the 1920s, they are not happy with how the building looks or how Chicago Avenue looks. He stated they plan to stay on Chicago Avenue but are looking to create a better aesthetic for their customers.

Ald. Wynne is encouraged by discussions occurring up front in the hope it avoids tensions later.

L. Biggs stated the water main is 6”, fire flow will be an issue with residential development, the water main will need to be up sized to 10-12” if residential is included. She stated on-site stormwater detention will be required. She stated currently there is no alley and refuse collection occurs off several driveways along Chicago Avenue, she stated a private alley should be provided for refuse collection and rear service to the future development. She stated this alley would improve traffic flow and provide additional on-street parking. She referred to the Chicago Avenue Streetscape Plan.

M. Tristan stated fire sprinkler requirement based on the size of building, fire alarm required.

J. Hyink all transportation modes need to be considered, noting the site is between two CTA rail stops.

J. Velan on-street parking can be increased with less driveways, helping local businesses.

P. Zalmezak stated the property is currently under used, redeveloping the site would increase the tax base.

R. Fisher asked if a gap between new buildings would be an option instead of an alley, concerned with adequate space for an alley.

It was noted the 900 Main building has a service drive along the Metra tracks and that property has less depth the subject property, noting the building could extend over the alley.

J. Leonard stated it is possible for the development to extend further south to include properties just north of the 900 Main building. If so, extending Lee Street to the west side of the Metra tracks should be considered.
● J. Leonard noted the City’s Climate Action Plan, the development needs to include bird friendly measures. She noted the Inclusionary Housing Ordinance, noting development bonuses are available for on-site affordable dwelling units.
● J. Leonard noted a Ward meeting scheduled for April 4.
● R. Fisher stated redevelopment would likely include a request to change the zoning at the north end of the site.

Adjournment

L. Biggs made a motion to adjourn, seconded by D. Cueva. The Committee voted, 10-0, to adjourn. Meeting adjourned at 3:19 pm.

The next DAPR meeting is scheduled for Wednesday, March 20, 2019, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully submitted,
Michael Griffith
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
March 20, 2019


Staff Present: J. Velan, P. Zalmezak, P. Martinez, K. Boden

Others Present: Ald. Simmons

Presiding Member: J. Leonard

A quorum being present, J. Leonard called the meeting to order at 2:31 pm.

New Business

1. **915 Chicago Avenue** Preliminary/Final Review
   Aaron Bertucci, applicant, submits for permit to remove existing canopy and plexiglass siding, and replace with new wood siding, in the C1a Commercial Mixed Use District.

   APPLICATION PRESENTED BY: Aaron Bertucci, applicant

   DISCUSSION:
   - A. Bertucci, new property owner, stated the City is asking him to remove the awning. He stated Ten Thousand Villages will be relocating to the space. He stated the new tenant will install a new sign and awning.
   - G. Gerdes stated the window sill masonry is in bad shape.
   - A. Bertucci stated it will be repaired.
   - S. Mangum asked if the facade material is being changed to brick per the rendering.
   - A. Bertucci clarified the facade will be left alone and brick will not be used.

   G. Gerdes made a motion to grant preliminary/final approval for the project, seconded by S. Mangum.

   The Committee voted, 9-0, to grant preliminary/final approval.

2. **Jackson-Emerson Planned Development** Concept Review
   Domanus Development seeks comments for concept review of a site in the R5 General Residential and B1 Business Districts. No project is presently under consideration.

   PRESENTED BY: John Domanus, Domanus Development

   - Development includes 9 lots, 6 fronting Emerson Street and 3 lots fronting Jackson Avenue.
   - Planning a 5-story building, limestone and brick, rooftop green space, bike storage, underground parking, ADA accessible building, 1, 2, and 3 bedroom units, 10% affordable.
   - Proposed building elevation drawing presented.
I. Eckersberg stated the water main will need to be upsized, it is currently 6”, sanitary sewer in good shape. She stated public sidewalk and parkway improvements, such as trees and lighting, will be needed. Stormwater control will be required.

J. Domanus stated there will be underground parking along with some surface parking adjacent to the alley for the Jackson building, they are not asking for street curb cuts.

G. Gerdes stated there should be a demolition permit for each address, water and sewer utilities will be required to be disconnected at the mains.

J. Domanus stated the plan provides one parking space per dwelling unit.

Question of where visitors will park.

M. Klotz recommended moving the ramps to underground parking further away from the adjacent single-family residents for both buildings.

K. Jensen noted there are mature trees on the property, replacement trees encouraged.

S. Mangum stated 50’ is the maximum permitted height in R5, noting height in the neighborhood is 1-2 stories, recommended breaking up the bulk of the buildings, Jackson is different than Emerson. He recommended using exterior materials that match the scale of the neighborhood, recommended providing on-site affordable dwellings.

M. Klotz recommending reducing the Jackson building by at least 1 floor, and having a smaller top floor on the Emerson building, to reduce the bulk of both buildings. Providing ADA accessible dwellings is a plus.

G. Gerdes noted the City’s Green Building Ordinance, LEED Silver required.

S. Mangum noted bird friendly measures should be incorporated.

J. Leonard stated shade and wind study will be required due to adjacent single-family residences, to include all 4 seasons.

M. Klotz stated the alley will likely be required to be improved, including stormwater measures.

J. Velan and I. Eckersberg stated a traffic and parking study will be needed.

J. Leonard stated that even though on-site affordable dwelling units do not require parking per the code, these residents are likely to have vehicles, so parking for them needs to be considered.

G. Gerdes stated a Construction Management Plan is required, which needs to include vibration monitoring and neighborhood communication.

M. Tristan stated fire alarms and fire sprinklers required.

Public Comment:

Ald. Simmons stated ownership is preferred over rentals encouraging the developer to include some units to be owner occupied, stating the proposed size of the development does not fit into the neighborhood, the buildings should be broken up, and requested a list of people to be displaced by the development.

Proposed development does not fit in the neighborhood.

There is a HUD property nearby.

Affordability in the neighborhood will decline.

Proposed building is a brick wall from Jackson east.

Development will bring more people to the neighborhood.

People will park on the street.

R5 zoning out of line for the area, area is mostly 2-story homes.

Proposed buildings lack human scale, needs to be broken up, 3-stories or townhomes preferred.

Concerned buildings will block sun from nearby properties.

Lack of communication with Ward residents raised.
Adjournment

The Committee adjourned at approximately 3:55 pm after an inappropriate comment was made by a resident.

The next DAPR meeting is scheduled for Wednesday, March 27, 2019, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

Respectfully submitted,
Michael Griffith
Design and Project Review (DAPR)

619 Howard St.

Recommendation to ZBA
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
EXISTING ASPHALT PARKING (22 SPACES)

#619-621 HIGH 1 STORY BRICK BUILDING
** NO CHANGE TO EXISTING FOOTPRINT **

NEW 6' TALL WOOD SLAT FENCE AT FRONT AND REAR WITH SLIDING GATES
CLEAN AND PAINT EXISTING STONE AND BRICK, TYP.

NEW 5'X4' CLERESTORY WINDOWS (HEAD HEIGHT @ 10'-0")

EXISTING LIMESTONE RELIEF PAINTED GOLD

NEW PANELS

SIGNAGE ON CEDAR SLATS

NEW CEDAR FENCE AND GATE

NEW STOREFRONT WINDOWS

NEW 10'-0" TALL WOOD DOORS

NEW CLERESTORY WINDOWS

NEW PANELS

PROPOSED SOUTH ELEVATION

1/8" = 1'-0"

PROPOSED WEST ELEVATION

1/8" = 1'-0"

SD2.0
1. PROPERTY

Address: 619 Howard Street, Evanston 60202

Permanent Identification Number(s):

PIN 1: 11-30-210-01L-0000
PIN 2: 11-30-210-017-0000

(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: Thomas Alekman

Organization: Studio Talo Architecture, Inc.

Address: 1234 Sherman Ave. #202

City, State, Zip: Evanston, IL 60202

Phone: Work: 847.733.7300 Home: — Cell/Other: 773.620.7232

Fax: Work: — Home: —

E-mail: thomas@studiotalo.com

What is the relationship of the applicant to the property owner?

☐ same
☐ architect
☐ officer of board of directors
☐ builder/contractor
☐ attorney
☐ other:
☐ potential purchaser
☐ lessee
☐ potential lessee
☐ real estate agent

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Mohamed Eldibany

Address: 2819 Covard Ave.

City, State, Zip: Evanston, IL 60201

Phone: Work: 847.570.2449 Home: — Cell/Other: 224.420.6195

Fax: Work: — Home: —

E-mail: mmeldibany@yahoo.com

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) — REQUIRED

Date: 3.14.19

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature — REQUIRED

Date: 3.14.19
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

☐ (This) Completed and Signed Application Form
☐ Plat of Survey Date of Survey: __________
☐ Project Site Plan Date of Drawings: __________
☐ Plan or Graphic Drawings of Proposal (If needed, see notes)
☐ Non-Compliant Zoning Analysis
☐ Proof of Ownership Document Submitted: "Owner Authorization"
☐ Application Fee Amount $__________

Notes: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

Plat of Survey
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

Site Plan
(1) One copy of site plan or floor plans, drawn to scale, showing all dimensions.

Plan or Graphic Drawings of Proposal
A Special Use application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

Proof of Ownership
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).

• Tax bill will not be accepted as Proof of Ownership.

Non-Compliant Zoning Analysis
This document informed you that the proposed change of use is non-compliant with the Zoning Code and requires a variance.

Application Fee
The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:
The proposed special use is a Banquet Hall that may be used for gatherings such as wedding receptions, that may include the provision of food, drink and/or entertainment.

APPLICANT QUESTIONS

a) Is the requested special use one of the special uses specifically listed in the Zoning Ordinance? What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning district in which the subject property lies? (See Zoning Analysis Review Sheet)

YES. 6-9-4-3 Special Uses

b) Will the requested special use interfere with or diminish the value of property in the neighborhood? Will it cause a negative cumulative effect on the neighborhood?

Note both questions

c) Will the requested special use be adequately served by public facilities and services?

Yes. The location is on major bus routes and is near a CTA EL station. There is also additional parking available nearby at the CTA Howard Street parking garage.
d) Will the requested special use cause undue traffic congestion?

No.

---

e) Will the requested special use preserve significant historical and architectural resources?

Yes. By reusing a large historical structure on a main street, and making facade improvements that highlight the historical character of the building, we are preserving part of Evanston's historical architectural character.

---

f) Will the requested special use preserve significant natural and environmental features?

The requested special use will have no impact on natural or environmental features.

---

g) Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation?

Yes.
City of Evanston
DISCLOSURE STATEMENT
(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made:
   
   NA
   
   USER OF LAND IS LISTED ON PAGE 1.

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)
   
   NA

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number above, or indicated below.  ON PAGE 1.
   
   
   

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number above, or indicated below.  
   
   
   
   

Page 5 of 6
If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.

PROPERTY OWNER LISTS ON #3 / PAGE 1.
OWNER AUTHORIZATION

Zoning Office
City of Evanston
Civic Center Room 3700
2100 Ridge Avenue
Evanston, Illinois 60201

RE: 619 Howard Street, Evanston, Illinois 60202
PIN(s): 11-30-210-016-0000; 11-30-210-017-0000; 11-30-210-018-0000; 11-30-210-019-0000 &
11-30-210-020-0000 (the “Property”)

To Whom It May Concern:

The undersigned (the “Owner”) is the current owner of the Property. Pursuant to that certain
Mainstreet Organization of Realtors Commercial Sales Contract dated December 6, 2018, as amended, (the
“Contract”), Owner has agreed to convey the Property to Mohamed Eldibany, or his nominee or assignee
(“Purchaser”). Owner hereby acknowledges that Purchaser will be pursuing a Petition for a Special Use
Permit with respect to the Property (the “SUP Application”). Owner hereby consents to Purchaser and/or
his attorneys making all necessary and appropriate submissions to the applicable governmental authorities
in connection with the SUP Application; provided, however, (i) Owner shall have the right to appear at all
hearings in connection with the SUP; (ii) Owner’s will have the right to approve the terms and conditions
of the SUP; and (iii) nothing herein shall be deemed to authorize the Purchaser to impose limitations on the
use of the Property or change the current zoning of the Property as of the date of this Authorization without
Owner’s prior written consent.

OWNER:

619 Howard LLC,
an Illinois limited liability company

By: __________________________
Name: James Troutman
Title: Manager
Date: 01-25-19
Design and Project Review (DAPR)

2628 Gross Point Rd. & 2635 Crawford Ave.

Recommendation to Plan Commission & ZBA
2628 Gross Point Rd. & 2635 Crawford Ave.

March 25, 2019

- User drawn points
- Zoning Boundaries & Labels
- oCSC - Central Street Corridor
- oDM - Dempster-Main Overlay
- oH - Hospital Overlay
- oRD - Redevelopment Overlay
- oWE - West Evanston Overlay

This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

Copyright 2018 City of Evanston
This map is not a plat of survey. This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
2628 Gross Point Rd. & 2635 Crawford Ave.
LOT 6 IN BLOCK 4 IN FIRST ADDITION TO EVANSTON HIGHLANDS, BEING A SUBDIVISION OF LOT 45 IN COUNTY CLERK'S
DIVISION OF THE WEST 1/2 (EXCEPT SECTIONS 2, 3, AND 4 OF PARCEL SECTION 3, TOWNSHIP 42 NORTH, RANGES 33 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT RECORDED JUNE 3, 1924, AS DOCUMENT
NO. 9409315, ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 6 VACATED PER PLAT OF VACATION
RECORDED SEPTEMBER 20, 1928, AS DOCUMENT NO. 11687315). COMMONLY KNOWN AS: 2635 CRAWFORD AVE, EVANSTON, ILLINOIS.

AREA = 12,441.1862 S.F. / 0.286 ACRE

STATE OF ILLINOIS
COUNTY OF COOK S.S.

TO: Chicago Title Insurance Company

We, the undersigned, certify that the above described property is not in the Flood Plain, as identified (ZONE X) on FIRM No. 17031002351) dated August 19, 2008.

The field work was completed on January 17, 2019

Palatine, Illinois, February 6, 2019

Barbara J. Murby, PLS
Illinois Professional Land Surveyor No. 035-002029
License Renewal Date: November 30, 2023

Project Number: 19101300
Field Book: 22625
Drawing File: 19101300.dwg
Nic's
organic fast food
SPECIAL USE
APPLICATION

1. PROPERTY

Address: 2628 N. Gross Point Road
Permanent Identification Number(s):
PIN 1: 0 5 3 3 3 1 0 5 4 0 0 0 0 0
PIN 2: ____________
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: Steven Kolber
Organization: Kolbrook Design Inc.
Address: 828 Davis St., Suite 300
City, State, Zip: Evanston, IL 60201
Phone: Work: 847.492.1992 x20 Home: ____________ Cell/Other: 630.300.4699
Fax: ____________ Home: ____________
E-mail: skolber@kolbrook.com

What is the relationship of the applicant to the property owner?

☐ same
☒ architect
☐ builder/contractor
☐ contract purchaser
☐ potential lessee
☐ attorney
☐ lessee
☐ real estate agent
☐ officer of board of directors
☐ other: ____________

3. PROPERTY OWNER (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Zeavy Chi LLC
Address: 4408 NE 38th St.
City, State, Zip: Seattle, WA 98105
Phone: Work: 415.287.0823 Home: ____________ Cell/Other: 415.720.7863
Fax: ____________ Home: ____________
E-mail: happycamper1979@yahoo.com

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) – REQUIRED Date

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature – REQUIRED Date

07/03/2018

PAGE 1 OF 6
The following are required to be submitted with this application:

- [x] (This) Completed and Signed Application Form
- [x] Plat of Survey Date of Survey: 05/08/2017
- [x] Project Site Plan Date of Drawings: 06/19/2018
- [x] Plan or Graphic Drawings of Proposal (If needed, see notes)
- [ ] Non-Compliant Zoning Analysis
- [ ] Proof of Ownership Document Submitted: _________________________
- [ ] Application Fee Amount $__________ Transcript Deposit Fee $150

Notes: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

**Plat of Survey**
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

**Site Plan**
(1) One copy of site plan or floor plans, drawn to scale, showing all dimensions.

**Plan or Graphic Drawings of Proposal**
A Special Use application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

**Proof of Ownership**
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).
- Tax bill will not be accepted as Proof of Ownership.

**Non-Compliant Zoning Analysis**
This document informed you that the proposed change of use is non-compliant with the Zoning Code and requires a variance.

**Application Fee & Transcript Deposit**
The application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card. The $150 transcript deposit is applied to the cost of a court reporter. The City hires a court reporter to transcribe the Zoning Board of Appeals hearing—as specified in the Zoning Board of Appeals' Rules of Procedures. Applicants are responsible for the cost of the hearing transcript at a rate of $7.50 per page. (The $150 deposit is applied to that fee; final fees may result in a refund or additional charges). The final fee directly covers the cost of the court reporter.
6. PROPOSED PROJECT

A. Briefly describe the proposed Special Use:
Nic’s Organic Fast Food - a type II restaurant & drive-thru. Serving the nation’s only fully organic fast food.

APPLICANT QUESTIONS

a) Is the requested special use one of the special uses specifically listed in the Zoning Ordinance? What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning district in which the subject property lies? (See Zoning Analysis Review Sheet)
Yes - Zoning 6-9-5-3 & 6-15-14-7 Type-II Restaurant w/ active ground floor use & drive-thru.

b) Will the requested special use interfere with or diminish the value of property in the neighborhood? Will it cause a negative cumulative effect on the neighborhood?
No - Currently it is an empty corner lot. The proposal would increase the value of the property.

c) Will the requested special use be adequately served by public facilities and services?
Yes, the proposal is at a highly trafficked intersection in Evanston.
d) Will the requested special use cause undue traffic congestion?

No, a traffic study to occupy this proposal has been submitted demonstrating the impact of the proposal.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

e) Will the requested special use preserve significant historical and architectural resources?

N/A. Currently the lot is empty.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

f) Will the requested special use preserve significant natural and environmental features?

A landscape plan along with this application will demonstrate the extent of green space. Currently there are no significant features on the site.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

g) Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation?

Yes

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: Does not apply.

   Zeavy Chi LLC
   4408 NE 38th St.
   Seattle WA, 98105
   415.287.0823
   happycamper1979@yahoo.com

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number 1 above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)

   See 1 above

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number 1 above, or indicated below.

   See 1 above

4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number 1 above, or indicated below.

   See 1 above
If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.

   Neal Zeavy       4408 NE 38th St. Seattle, WA 98105

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
MAJOR VARIATION APPLICATION

CASE #: __________________________

1. PROPERTY

Address: 2628 N. Gross Point Road

Permanent Identification Number(s):

PIN 1: 05333110540000

PIN 2: __________________________

(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.

2. APPLICANT

Name: Steven Kolber

Organization: Kolbrook Design Inc.

Address: 828 Davis St. Suite 300

City, State, Zip: Evanston, IL 60201

Phone: Work: 847.492.1992 x20 Home: __________ Cell/Other: 630.300.4699

Fax: Work: __________ Home: __________

E-mail: skolber@kolbrook.com

What is the relationship of the applicant to the property owner?

☐ same
☐ architect
☐ officer of board of directors
☐ builder/contractor
☐ attorney
☐ other:
☐ contract purchaser
☐ lessee
☐ potential lessee
☐ real estate agent

3. PROPERTY OWNER  (Required if different than applicant. All property owners must be listed and must sign below.)

Name(s) or Organization: Zeavy Chi LLC

Address: 4408 NE 38th St.

City, State, Zip: Seattle, WA 98105

Phone: Work: 415.287.0823 Home: __________ Cell/Other: 415.720.7863

Fax: __________ Home: __________

E-mail: happycamper1979@yahoo.com

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this application. I understand that the Applicant will be the primary contact for information and decisions during the processing of this application, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the Applicant for this application at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) – REQUIRED

Date

4. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature – REQUIRED __________________________

Date: 07/03/2018

Page 1 of 6
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this application:

- (This) Completed and Signed Application Form
- Plat of Survey Date of Survey: 05/06/2017
- Project Site Plan Date of Drawings: 06/19/2018
- Plan or Graphic Drawings of Proposal (if needed, see notes)
- Non-Compliant Zoning Analysis
- Proof of Ownership Document Submitted:
- Application Fee (see zoning fees) Amount $__________ plus Deposit Fee $150

Note: Incomplete applications will not be accepted. Although some of these materials may be on file with another City application, individual City applications must be complete with their own required documents.

Plat of Survey
(1) One copy of plat of survey, drawn to scale, that accurately reflects current conditions.

Site Plan
(1) One copy of site plan, drawn to scale, showing all dimensions.

Plan or Graphic Drawings of Proposal
A Major Variance application requires graphic representations for any elevated proposal—garages, home additions, roofed porches, etc. Applications for a/c units, driveways, concrete walks do not need graphic drawings; their proposed locations on the submitted site plan will suffice.

Proof of Ownership
Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents (price may be blacked out on submitted documents).

- Tax bill will not be accepted as Proof of Ownership.

Non-Compliant Zoning Analysis
This document informed you that the proposed project is non-compliant with the Zoning Code and is eligible to apply for a major variance.

Application Fee
* IMPORTANT NOTE: Except for owner-occupied residents in districts R1, R2 & R3, a separate application fee will be assessed for each variation requested.

The fee application fee depends on your zoning district (see zoning fees). Acceptable forms of payment are: Cash, Check, or Credit Card.
6. PROPOSED PROJECT

A. Briefly describe the proposed project:
Nic's Organic Fast Food - Type II restaurant & drive thru - serving the nation's only fully organic certified fast food

B. Have you applied for a Building Permit for this project? ☑ YES
(Date Applied: 10/26/2017 Building Permit Application #: 17BLDC-0006)

REQUESTED VARIATIONS

What specific variations are you requesting? For each variation, indicate (A) the specific section of the Zoning Ordinance that identifies the requirement, (B) the requirement (minimum or maximum) from which you seek relief, and (C) the amount of the exception to this requirement you request the City to grant.
(See the Zoning Analysis Summary Sheet for your project’s information)

<table>
<thead>
<tr>
<th>(A) Section</th>
<th>(B) Requirement to be Varied</th>
<th>(C) Requested Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-9-5-3</td>
<td>Type II restaurant &amp; drive thru not allowed</td>
<td>Type II restaurant &amp; drive thru</td>
</tr>
<tr>
<td></td>
<td>(ex. &quot;requires a minimum front yard setback of 27 feet&quot;)</td>
<td>(ex. &quot;a front yard setback of 25.25 feet&quot;)</td>
</tr>
</tbody>
</table>

* For multiple variations, see "IMPORTANT NOTE" under "Application Fee & Transcript Deposit" on Page 2.

<table>
<thead>
<tr>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 6-9-5-7G</td>
</tr>
<tr>
<td>6-15-14-12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-15-14-14</td>
</tr>
</tbody>
</table>
B. A variation's purpose is to provide relief from specified provisions of the zoning ordinance that may unduly impact property due to the property's particular peculiarity and special characteristics. What characteristics of your property prevent compliance with the Zoning Ordinance requirements?

Proposed program for project - type II restaurant & drive-thru

1. The requested variation will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining (touching or joining at any point, line, or boundary) properties.
   Correct - currently an empty corner lot. This proposal will have a positive impact in area

2. The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.
   Proposed project would be impossible without variance

3. Either...
   (a) the purpose of the variation is not based exclusively upon a desire to extract income from the property, or
   (b) while the granting of the variation will result in additional income to the applicant and while the applicant for the variation may not have demonstrated that the application is not based exclusively upon a desire to extract additional income from the property, the Zoning Board of Appeals or the City Council, depending upon final jurisdiction under §6-3-8-2, has found that public benefits to the surrounding neighborhood and the City as a whole will be derived from approval of the variation, that include, but are not limited to any of the standards of §6-3-6-3.

6-3-6-3 Public Benefits - (D) Use of design, landscape, or architectural features to create a pleasing environment or other special development features. Currently an empty corner lot.

4. The alleged difficulty or hardship has not been self-created, if so, please explain.
   The nature & program of the proposal require the variation in zoning, site & location of the proposed building on the site.
   (Type II restaurant & drive-thru)
5. Have other alternatives been considered, and if so, why would they not work?
The proposed building is specific to this site & would not work at any other locations.

City of Evanston
DISCLOSURE STATEMENT FOR ZONING HEARINGS
(This form is required for all Major Variances and Special Use Applications)

The Evanston City Code, Title 1, Chapter 18, requires any persons or entities who request the City Council to grant zoning amendments, variations, or special uses, including planned developments, to make the following disclosures of information. The applicant is responsible for keeping the disclosure information current until the City Council has taken action on the application. For all hearings, this information is used to avoid conflicts of interest on the part of decision-makers.

1. If applicant is an agent or designee, list the name, address, phone, fax, and any other contact information of the proposed user of the land for which this application for zoning relief is made: Does not apply.

Zeavy Chi LLC
4408 NE 38th St.
Seattle WA, 98105
415.287.0823
happycamper1979@yahoo.com

2. If a person or organization owns or controls the proposed land user, list the name, address, phone, fax, and any other contact information of person or entity having constructive control of the proposed land user. Same as number 1 above, or indicated below. (An example of this situation is if the land user is a division or subsidiary of another person or organization.)
See 1 above

3. List the name, address, phone, fax, and any other contact information of person or entity holding title to the subject property. Same as number 1 above, or indicated below.
See 1 above
4. List the name, address, phone, fax, and any other contact information of person or entity having constructive control of the subject property. Same as number 1 above, or indicated below.

If Applicant or Proposed Land User is a Corporation

Any corporation required by law to file a statement with any other governmental agency providing substantially the information required below may submit a copy of this statement in lieu of completing a and b below.

a. Names and addresses of all officers and directors.
   Neal Zeavy 4408 NE 38th St. Seattle, WA 98105

b. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.

If Applicant or Proposed Land User is not a Corporation

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for the zoning relief.
ZONING MAP AMENDMENT Application

1. PROPERTY

<table>
<thead>
<tr>
<th>Address</th>
<th>Pin# 05-33-311-035-0000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Identification Number(s):</td>
<td></td>
</tr>
<tr>
<td>PIN 1:</td>
<td>PIN 2:</td>
</tr>
</tbody>
</table>

Plats of survey for all properties that are subject to this petition must be included. Surveys must be accurate as of the current date.

2. APPLICANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Steven Kolber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>Kolbrook Design Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>828 Davis St., Suite 300</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Phone</td>
<td>847.492.1992</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:skolber@kolbrook.com">skolber@kolbrook.com</a></td>
</tr>
</tbody>
</table>

Please circle the primary means of contact.

3. PROPERTY OWNER (if different than applicant)

<table>
<thead>
<tr>
<th>Name</th>
<th>Neal Zeavy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4408 NE 38th St.</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Seattle, WA 98105</td>
</tr>
<tr>
<td>Phone</td>
<td>415.287.0823</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:happycamper1979@yahoo.com">happycamper1979@yahoo.com</a></td>
</tr>
</tbody>
</table>

What is the relationship of the applicant to the property owner?

- [X] same
- [ ] builder/contractor
- [ ] potential purchaser
- [ ] potential lessee
- [ ] architect
- [ ] attorney
- [ ] lessee
- [ ] real estate agent
- [ ] officer of board of directors
- [ ] other: __________________________

"By signing below, I give my permission for the Applicant named above to act as my agent in all matters concerning this petition. I understand that the Petitioner will be the primary contact for information and decisions during the processing of this petition, and I may not be contacted directly by the City of Evanston. I understand as well that I may change the named Petitioner at any time by contacting the Zoning Office in writing."

Property Owner(s) Signature(s) -- REQUIRED

Date

03/27/2019

4. SIGNATURE of APPLICANT

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

Applicant Signature – REQUIRED

Date

03/27/2019
5. REQUIRED DOCUMENTS AND MATERIALS

The following are required to be submitted with this petition:

- (This) Completed and Signed Form
- Legal descriptions of all properties as shown on Plat of Survey
- Plat(s) of Survey  
  Date(s) of Survey(s): January 17, 2019  
  Plats of survey must be completed by a licensed surveyor and must be current so that it displays every structure, patio, deck, walkway, etc., that is currently on the property. Copies must be legible for all dimensions and details.
- Proof of Ownership  
  Document(s) Submitted: ________________________________  
  Accepted for proof of ownership includes: deed, mortgage, contract to purchase, closing documents, (price may be blacked out on submitted documents). **A tax bill cannot be accepted as proof of ownership.**
- Application & Mailing Fee  
  Amount $2,750.00  
  Application & Mailing Fees may be paid by cash, check, or credit card. Please contact Community Development for number of required mailings and mailing fee.
- Additional Documentation  
  Any other documents as may be required by the Community Development Director. Please contact the Community Development Department for any additional requirements.

Zoning Map Amendment Applications take approximately 10 business days for initial review. Alterations or modifications that require re-review may take longer. Please contact the Zoning Office at 847.448.4311 with any questions. Complete applications may be submitted in person or by mail to:

City of Evanston  
Zoning Office, Room 3202  
2100 Ridge Avenue  
Evanston, IL 60201
6. PROPERTY - MULTIPLE PARCELS  Use this page if the petition applies to more than one parcel.

**ALL property subject to this petition must be listed.** Properties without addresses should be listed with their PIN. **Plats of survey for all properties must be included.** See requirements for plats of survey on Page 2.

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>PIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copy this form if necessary for a complete listing.
7. MULTIPLE PROPERTY OWNERS

Use this page if the petition is on behalf of many property owners.

“I understand that the regulations governing the use of my property may change as a result of this petition. By signing below, I give my permission for the named petitioner on page 1 of this form to act as my agent in matters concerning this petition. I understand that 1) the named petitioner will be the City of Evanston’s primary contact during the processing of this petition, 2) I may not be contacted directly by City of Evanston staff with information regarding the petition while it is being processed, 3) I may inquire the status of this petition and other information by contacting the Zoning Office, and 4) the property owners listed below may change the named petitioner at any time by delivering to the Zoning Office a written statement signed by all property owners and identifying a substitute petitioner.”

<table>
<thead>
<tr>
<th>NAME and ADDRESS (es) or PIN(s)</th>
<th>CONTACT INFORMATION (telephone or e-mail)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copy this form if necessary for a complete listing.
8. PETITIONED AMENDMENT

Current Zoning District

Zoning Districts of Properties Subject to this Application: R2

Current Overlay District(s) (if any): None

Proposed New Zoning District:

Proposed Zoning Districts of Properties Subject to this Application: B1a for SE portion, see Plat of Subdivision

Proposed New Overlay District(s) (if any):

9. LAND USE

Describe the current land use of the properties subject to this petition.

Property is currently vacant
10. JUSTIFICATION

Describe the development, proposal, or other reason(s) for this amendment.

The proposed parcel is to be subdivided to provide a residential R2 parcel to the NE and a B1a parcel to the SE to act as additional parking and landscape screening for the proposed development at 2628 Gross Point Road.
11. STANDARDS

The amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy (§6-3-4-1 of City Code). The Zoning Ordinance establishes standards that “the City Council should … consider, among other factors.” (§6-3-4-5)

**Explain how the petitioned amendment relates to or satisfies each of the following standards.**

(A) How is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive General Plan, as adopted and amended from time to time by the City Council?

The proposed development is consistent with the goals, objectives and policies of the Comprehensive General Plan as the additional parking for 2628 Gross Point Road was specially asked for by the City of Evanston to support the proposed development there. Even though the site “technically” meets the parking requirement, the Owners have purchased this parcel to accommodate more parking. The Owners have also secured off street parking for employees as well.

(B) In what ways is the proposed amendment compatible with the overall character of existing development in the immediate vicinity of the subject property?

The proposed development is consistent with the character of the existing vicinity as we are taking only a small sliver of the parcel for the parking portion. Working with the City of Evanston, the NW parcel will remain as a residential parcel available for suitable development. The proposed “parking strip” parcel also has planned extensive landscaping that will screen the remaining residential parcel AND widens the existing alley to allow for 2 way traffic accordingly.

---

1 Available from the Planning and Zoning Division.
(C) Will the proposed amendment have an adverse affect on the values of adjacent properties and why?

Ownership feels that this development will NOT have an adverse effect on the neighborhood as in reality, the added parking strip will control the parking that is currently unlawfully happening on the vacant parcel, and will provide a suitable sized parcel with adequate screening from the commercial development at 2628 Gross Point Road that currently does not exist.

(D) What change to existing public facilities and services, if any, will be required to serve the effects of the proposed amendment?

The only change to public facilities as result of approving this application will be the coordination of the improvement of the public alley to allow for the widening as shown and the proposed parking. This improvement is long over due and will be an asset to the Community.

I certify that all of the above statements and all statements, information and exhibits that I am submitting in conjunction with this application for relief from the requirements of the Zoning Ordinance or for an appeal from the Zoning Administrator's decision are true to the best of my knowledge.

03/27/2019

Applicant's signature

Date

Applicant’s signature

Date
VACANT LAND OPTION AGREEMENT

THIS VACANT LAND OPTION AGREEMENT (this “Option Agreement”), is made and entered into as of the 6th day of December, 2018 (the “Effective Date”), by and between JESSE P. BUTLER, a resident of Evanston, Illinois (“Seller”) and ZEAVY CHI, LLC, an Illinois limited liability company (or its nominee, “Purchaser”):

WITNESSETH:

WHEREAS, Seller holds fee simple title to that certain parcel of unimproved real estate consisting of approximately 0.28 acres and located at 2635 Crawford Avenue in the City of Evanston, County of Cook and State of Illinois, which parcel is legally described on Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, Seller desires to grant to Purchaser, and Purchaser desires to acquire from Seller, an option to purchase the Property on the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the Option Payment, as hereinafter defined, and the covenants and agreements of the parties herein contained, Seller and Purchaser hereby covenant and agree as follows:

1. **Grant of Option.** Seller hereby irrevocably grants to Purchaser the exclusive option (hereinafter the “Option”) to purchase the Property upon the terms and conditions set forth herein, and in accordance with the Real Estate Sale Contract attached hereto as Exhibit B and made a part hereof (the “Contract”), for a cash purchase price of ( ) (hereinafter, the “Purchase Price”).

2. **Option Payment.** As consideration for the Option, Purchaser shall pay a sum equal to ( ) the (“Option Payment”) to Seller within one (1) business day of the full execution of this Option Agreement, and Seller, by execution hereof, acknowledges the sufficiency and adequacy of the aforesaid sum. In the event that Purchaser fails to timely deliver the Option Payment to Seller, then this Option Agreement and the Option provided for herein shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect. Subject to the provisions of Section 3 below, in the event that Purchaser does not exercise the Option in the manner provided herein on or before the Expiration Date, as hereinafter defined and as may be extended, then (i) this Option Agreement and the Option provided for herein shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect, (ii) Seller shall retain the Option Payment theretofore made by Purchaser and (iii) neither party shall have any further rights or obligations hereunder or with respect to the Option. In the event that Purchaser does timely exercise the Option in the manner provided herein, then the entire amount of the Option Payment actually tendered by Purchaser on or prior to the date of the exercise of the Option shall apply toward the Purchase Price and shall constitute the “Earnest Money” under (and as defined in) the Contract.
3. **Exercise of the Option.**

   (A) Provided that Purchaser has timely delivered the Option Payment required to be made under **Section 2** above, Purchaser may exercise the Option by the delivery of written notice to Seller of Purchaser's intent so to exercise the Option at any time after the Effective Date hereof and, subject to **Section 3(C)** below, prior to 5:00 p.m. Chicago time on such date (the “**Option Term**”) that is the earlier of either (i) July 6, 2019 or (ii) five (5) business days after such date that Purchaser has obtained all necessary approvals from the City of Evanston and the City Counsel of Evanston to construct a fast food restaurant (“**Purchaser’s Intended Use**”). If the Option is exercised, then within five (5) business days of the date of exercise, Seller and Purchaser shall execute and deliver to one another a signed counterpart of the Contract.

   (B) In the event that the Option is not exercised by Purchaser in the manner provided herein on or before the expiration of the Option Term, as the same may be extended in the manner provided in **Section 3(C)** below, then (i) this Option Agreement and the Option shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect, (ii) Seller shall retain all the Option Payments theretofore made by Purchaser as aforesaid and (iii) neither party shall have any further rights or obligations hereunder or with respect to the Option.

   (C) Provided that Purchaser has made the Option Payment required under **Section 2** above in the manner and within the time period provided above, Purchaser may elect to extend the Option Term for a period of sixty (60) days by delivering to Seller on or before 5:00 p.m. Chicago time on July 6, 2019 the sum of **($ )** (the “**Extension Fee**”), which sum shall constitute a portion of the Option Payment for all purposes of this Option Agreement; provided, however, no amount of the Extension Fee shall be credited against the Purchase Price or be considered part of the Earnest Money under the Contract, should closing occur.

4. **Title and Survey.**

   (A) Seller shall obtain, at Seller’s cost and expense, and deliver to Purchaser as soon as available after the Effective Date (i) a current title commitment for a new 2006 ALTA form of owners policy of title insurance (the “**Title Commitment**”) from Chicago Title Insurance Company or other mutually agreed upon title insurer (the “**Title Company**”), and (ii) a currently updated ALTA survey of the Property (the “**Survey**”).

   (B) Within five (5) business days after receipt of the last of the Title Commitment, underlying title documents and the Survey (collectively, the “**Updated Title Documents**”), Purchaser may approve or disapprove based on title or survey defects, in its reasonable discretion, the Updated Title Documents and the Survey by delivering written notice to Seller (“**Purchaser’s Objection Notice**”) specifying each title defect or matter for which Purchaser is requesting a cure by Seller (“**Title Defect**”), each survey defect or matter for which Purchaser is requesting a cure by Seller (“**Survey Defect**”), and each Title Company requirement (“**Title Requirement**”) that Purchaser is requesting Seller to satisfy in order for an ALTA 2006 Form owner’s title insurance policy (the “**Title Policy**”) to be
issued for the Property at Closing in form satisfactory to Purchaser, should Closing occur. Purchaser’s failure to deliver Purchaser’s Objection Notice to Seller within the time period specified above shall be a conclusive presumption that Purchaser has approved the Updated Title Documents and Survey and this Option Agreement shall remain in full force and effect.

(C) Within three (3) business days after receiving Purchaser’s Objection Notice, Seller shall deliver to Purchaser written notice (“Seller’s Title Notice”) of those Title Defects and Survey Defects that Seller agrees to either eliminate or cure to Purchaser’s satisfaction by the Closing Date and those Title Requirements which Seller agrees to satisfy by the Closing Date. If Seller elects not to eliminate or cure any Title Defects or Survey Defects or not to satisfy any Title Requirements, Purchaser shall have the right, by written notice delivered to Seller within five (5) business days of Seller’s Title Notice, to either (i) waive its prior notice as to the Title Defects and Survey Defects that Seller has elected not to cure and those Title Requirements that Seller has elected not to satisfy, in which event those Title Defects, Survey Defects, and/or Title Requirements not so cured shall be deemed Permitted Exceptions or (ii) terminate this Option Agreement. Purchaser’s failure to deliver any written notice within such five (5) business days period shall be a conclusive presumption that Purchaser has approved the Updated Title Documents and Survey and this Option Agreement shall remain in full force and effect. Seller’s failure to deliver any written notice within such three (3) business day period shall be a conclusive presumption that Seller refuses to eliminate, cure or address any items raised in Purchaser’s Objection Notice. Notwithstanding the foregoing, Seller shall be required to satisfy any reasonable and customary Title Requirements of the Title Company that are within the Seller’s reasonable control. For the purposes of this Option Agreement, “Permitted Exceptions” shall mean: (i) those liens, covenants, conditions, easements and exceptions shown on the Title Commitment or Survey that Purchaser has not identified as Title Defects or Survey Defects in the Purchaser’s Objection Notice; and (ii) if Purchaser does not terminate this Option Agreement pursuant to the preceding provisions, those Title Defects and Survey Defects that Purchaser has waived.

(D) In the event of Purchaser’s termination of this Option Agreement due to Seller’s failure or refusal to cure Title Defects or Survey Defects, this Option Agreement shall be null and void and the parties shall have no further obligations to each other.

5. **Entry onto the Property.** Purchaser and/or Purchaser’s agents shall have the right during the Option Term, at reasonable times and on not less than 24 hours’ advance notice to Seller, to enter onto the Property for purposes of surveying the Property and undertaking soil boring and topography tests (“Investigations”); provided however Purchaser shall not perform a Phase II environmental site assessment or any other invasive testing at the Property without the prior written consent of Seller. Purchaser shall have the right to hire its own inspectors, analysts, investigators, consultants, or contractors to perform such Investigations. To the extent in Seller’s possession, Seller agrees to provide Purchaser with copies of any existing survey, title insurance policy and environmental report within five (5) business days after the Effective Date. If Purchaser determines that the Property is not acceptable to Purchaser for any reason in Purchaser’s sole and exclusive
discretion, Purchaser may terminate this Option Agreement upon written notice to the Seller. All surveying and soil boring and topography tests shall be performed at Purchaser's sole cost and expense and Purchaser shall deliver copies of all such surveys and the results of all such tests to Seller at no cost or expense to Seller. Purchaser hereby indemnifies, protects and holds Seller harmless and agrees to defend Seller (and agrees to obtain insurance in form, substance and amounts reasonably satisfactory to Seller, which insurance names Seller as an additional insured) from and against any and all claims, demands, loss, cost, damage, expense and liability (including but not limited to personal injury and property damage claims and mechanics' or other liens), including reasonable attorneys' fees and litigation costs, caused by or occurring in connection with the presence of Purchaser or Purchaser's agents on the Property or the exercise by Purchaser of any of its rights under this Section 5. In addition, with the exception of the Memorandum provided for in Section 14 herein below, Purchaser shall keep the Property free from any liens which could arise as a result of this Option Agreement or Purchaser's Investigations. Purchaser, at its sole cost and expense, shall restore the Property to the same condition as existed prior to its entry onto the Property. The provisions of this Section 5 shall survive the Option Term (regardless of whether or not the Option is exercised), as well as the closing (the “Closing”) of the sale of the Property pursuant hereto and to the Contract.

6. **Zoning.** During the term of this Option Agreement, Purchaser may attempt to obtain from the applicable governmental authorities such permits, approvals, authorizations, licenses, etc. as are necessary or appropriate for Purchaser's Intended Use, including, without limitation, annexation or zoning variances. In connection with the foregoing, Seller agrees to cooperate fully with Purchaser and to execute and join in all applications, petitions and other documents and instruments which Purchaser reasonably requests of Seller; *provided, however,* that Seller shall not be required to incur any expense in connection therewith. Should Seller fail to cooperate with Purchaser in connection with any of the foregoing, Purchaser shall have the right to terminate this Option Agreement and the Option, in which event, Seller shall refund to Purchaser all Option Payments theretofore received by Seller and thereupon, this Option Agreement and the Option shall terminate and be null and void and of no further force or effect, and neither party shall have any further rights or obligations hereunder or with respect to the Property.

7. **Condemnation.** Seller represents and warrants that it has not heretofore received any written offer, notice or communication of a proposed condemnation or taking under the power of eminent domain of all or any part of the Property. Upon receipt of any written offer, notice or communication from any governmental or quasi-governmental body seeking to take under its power of eminent domain all or any part of the Property, Seller shall promptly notify Purchaser in writing of receipt of such offer, notice or communication and shall send to Purchaser such offer, notice or communication or a copy thereof.

   (A) If all of the Property is proposed to be so taken, then this Option Agreement and the Option provided hereunder shall terminate and be null and void and of no further force or effect, and neither party shall have any further rights or obligations hereunder or with respect to the Property.
(B) If less than all of the Property is proposed to be so taken, then within thirty (30) days after receipt by Purchaser of said notice of such a proposed condemnation or taking under the power of eminent domain, Purchaser shall notify Seller in writing of whether or not it desires to proceed under the terms of this Option Agreement.

(1) In the event that Purchaser notifies Seller that Purchaser does not desire so to proceed because of such a proposed condemnation or taking under the power of eminent domain, then the provisions of Section 7(A) above shall apply.

(2) In the event that Purchaser notifies Seller that Purchaser does desire so to proceed with this Option Agreement or in the event that Purchaser fails to notify Seller of its election within said thirty (30) day period, then at the Closing under the Contract after Purchaser's exercise of the Option, either

(a) in the event that such condemnation or sale in lieu of condemnation has been concluded prior to Closing, (i) the net proceeds of such partial condemnation or any sale in lieu of condemnation (i.e., the entire award made in favor of Seller for the portion of the Property so taken or sold, less all of Seller's costs in obtaining said award, including but not limited to legal fees, appraisers' charges, surveying costs, and the like) shall be retained by Seller and the Purchase Price under the Contract shall be reduced by the amount of said net proceeds and (ii) the portion(s) of the Property so taken or sold shall not be subject to this Option Agreement; or

(b) in the event that such condemnation or sale in lieu of condemnation has not been concluded prior to Closing, (i) Seller shall, at Closing, assign to Purchaser all of Seller's rights to the condemnation proceeds, (ii) Purchaser shall pay to Seller at Closing all of Seller's direct costs incurred with respect to the condemnation or sale in lieu of condemnation and (iii) the portion of the Property subject to the condemnation or sale in lieu thereof shall be conveyed to Purchaser at Closing.

Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned portion of the Property, whether by litigation or otherwise.

8. **As Is.** Purchaser acknowledges that, except as expressly stated herein, Seller has made no representations or warranties, written or oral, express or implied, with respect the Property. Purchaser shall not be entitled to rely on any representation or warranty of Seller unless herein contained or hereafter made in writing signed by Seller. Except as provided in the immediately preceding sentence, in the event Purchaser exercises the Option, Purchaser shall acquire the Property **AS IS**, without warranty or representation of any kind or nature.

9. **Certified Funds; Time of the Essence.** All payments required to made under this Option Agreement or under the Contract shall be made by wire transfer of immediately available funds or by certified check or cashier’s check made payable and delivered to Seller. Purchaser and Seller hereby acknowledge and agree that time is and shall be of the
essence hereof. The timely performance of Purchaser's obligations shall be conditions to Purchaser's right to exercise the Option. In the event Purchaser shall fail to tender payment of an Option Payment, fail to extend the Expiration Date or fail to exercise the Option on or before the time provided hereinabove for such performance, then Seller shall have no duty to accept such late performance and shall be entitled to declare this Option Agreement and the Option terminated and of no further force or effect; provided, however, that in the event Seller accepts such late performance, then this Option Agreement shall continue in full force and effect, but such acceptance shall not be or be deemed to be a waiver by Seller of the right to demand performance of Purchaser's subsequent obligations hereunder on or before the due dates therefor. Notwithstanding anything to the contrary contained herein, in the event the due date for performance of any obligation hereunder falls on a day other than a business day, then the date for performance of such obligation shall be extended to the next following business day.

10. **Seller's Covenants.** Seller hereby covenants and agrees that during the term of this Option Agreement, Seller shall not commit, approve, consent to or permit any Unpermitted Transfer (as hereinafter defined) without the prior written consent of Purchaser. Any Unpermitted Transfer which is effected without the prior written consent of Purchaser shall be void, invalid and ineffective and of no force or effect against Purchaser or Purchaser's rights hereunder and in the Property. As used herein, an “**Unpermitted Transfer**” shall mean any of the following:

   (i) any lease affecting all or any portion of the Property, unless such lease shall be terminable at Purchaser's election immediately upon Purchaser's acquisition of the Property;

   (ii) any grant, sale, transfer or other conveyance of all or any portion of or interest in the Property unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns take subject to the interest of Purchaser hereunder;

   (iii) any mortgage, lien or other encumbrance of all or any portion of the Property unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Purchaser hereunder;

   (iv) any contract or other agreement pursuant to which any party may obtain lien rights affecting all or any portion of the Property; or

   (v) any other act or omission affecting the Property which would diminish or otherwise adversely affect Purchaser's interest under this Option Agreement or which might prevent Seller's full performance of its obligations hereunder or under the Contract.

11. **Covenants Running with the Land.** The covenants and agreements of Seller under this Option Agreement are intended to be and shall be covenants running with the land with respect to the Property and shall be binding upon Seller and Seller's heirs, representatives, successors and assigns.
12. **Specific Performance; Default.** This Option Agreement and the Contract to be entered into pursuant hereto shall be specifically enforceable by Purchaser and by Purchaser's heirs, representatives, successors and assigns. For the avoidance of doubt, the Option Payment shall be nonrefundable to Purchaser in all instances, unless Purchaser elects to terminate this Option Agreement due to a breach of this Option Agreement by Seller that remains uncured ten (10) business days after Seller’s receipt of written notice from Purchaser of such breach, in which event the Option Payment shall be refunded to Purchaser within three (3) business days of Purchaser’s notice of termination.

13. **Notices.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service, by e-mail or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt, (b) if by overnight courier service, one (1) business day after so sending, (c) if mailed, three (3) business days after mailing as aforesaid, or (d) if given by e-mail, when the sender of such e-mail receives an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment), provided that if any notice given pursuant to this clause (d) is not sent during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of recipient.

If to Purchaser:     Jesse P. Butler

With a copy to:     Katherine D. Hart
14. **Memorandum.** The parties hereby agree that a fully executed and acknowledged memorandum of this Option Agreement in the form attached hereto and made a part hereof as Exhibit C, shall be executed by Purchaser and Seller and recorded by Purchaser at Purchaser’s sole expense. In the event that this Option Agreement shall expire or terminate and Purchaser shall not have acquired the Property pursuant hereto, Purchaser shall execute, acknowledge and deliver to Seller a recordable quitclaim deed to the Property or any other instrument reasonably requested by Seller for the release of said memorandum and otherwise indicating the termination of Purchaser’s rights hereunder and with respect to the Property.

15. **Successors and Assigns.** All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

16. **Severability.** In the event that any term or provision of this Option Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining terms and provisions of this Option Agreement or the application thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Option Agreement shall remain in full force and effect in all other respects.

17. **No Merger.** The terms and provisions of this Option Agreement shall survive the entry, and shall not merge or be deemed to merge, into the Contract.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first above written.

SELLER:

JESSE P. BUTLER

[Signature]

PURCHASER:

ZEAVY CHI, LLC,
an Illinois limited liability company

By: Neal Zeavy
Its: Manager

[Signature Page – Vacant Land Option Agreement]
IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first above written.

SELLER:

JESSE P. BUTLER

PURCHASER:

ZEAVY CHI, LLC,
an Illinois limited liability company

[Signature]

Managing Member

By: Neal Zeavy
Its: Manager
EXHIBIT A TO OPTION AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Property Address: 2635 Crawford Avenue
Evanston, Illinois 60201

Permanent Index Number: 05-33-311-035-0000

Legal Description: Lot 6 in Block 4 in First Additional to Evanston Highlands, being a Subdivision of Lot 45 in County Clerk’s Division of the West 1/2 of fractional Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded June 13, 1924, as Document No. 8465370, all in Cook County, Illinois.
EXHIBIT B TO OPTION AGREEMENT

PURCHASE CONTRACT

[ATTACHED]

Exhibit B-1
1. **Contract.** This Vacant Land Purchase and Sale Contract ("Contract") is made by and between ("Buyer") and ("Seller") (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements, if any, located at ___________________ ("Property").

2. **Purchase Price.** The purchase price for the Property is $__________________________ ("Purchase Price"). The Purchase Price includes the following personal property:

3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with ___________________ ("Escrow") the initial earnest money in the amount of $________ ("Initial Earnest Money"), including in the form of a non-refundable Option Payment. The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before ___________________. The Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR (strike one) % [percent] of the Purchase Price ("Final Earnest Money") within ________ business days after the expiration of the Attorney Approval Period (as established in Paragraph 12 of this Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

4. **Mortgage Contingency.** This Contract is contingent upon Buyer securing by ___________________, 20____ ("First Commitment Date") a fixed-rate mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of (strike one) $____________ OR (strike one) % [percent] of the Purchase Price, the interest rate (or initial adjustable rate mortgage) not to exceed _____ % per year, amortized over _____ years, payable monthly, plus premium and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as required by the lender. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the IDC Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall notify Seller in writing on or before that Date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the closing Date of business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

5. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 6 below).

6. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to TBD at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and merchantable title prior to Closing.

7. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies, if any; visible private and public roads and easements therefore; building setback lines and use or occupancy restrictions; zoning laws and ordinances; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

8. **Real Estate Taxes.** Seller represents that the 20____ general real estate taxes were $2,932.62_____. General real estate taxes shall be prorated based on (i) T00___% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.

9. **"AS-IS" Condition.** Seller represents that the Property is zoned Single Family ______. This Contract is for the sale and purchase of the Property (including any Personal Property) in its "as-is" condition as of the Acceptance Date. The Property (including any Personal Property) has been inspected by the Buyer and Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property (including any Personal Property) have been made by Seller or Seller's agents, brokers or representatives other than those set forth herein.

10. **Issues Related to Property Development - Contingencies.** If Buyer contemplates developing property for a use other than the current use, there are a variety of issues which should be addressed to insure the development or new use is possible. Municipal and zoning ordinances, recorded building and use restrictions, covenants, conditions of record and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, special use permits, architectural control committee approvals, estimates for utility hook-up expenses, special assessment charges for installation of roads or utilities and environmental audits may be needed to determine the feasibility of a particular use of the Property. As a result, this Contract is subject to the following contingencies (check all that apply):

   (A) Development Contingency. This Contract is contingent upon (strike one) Buyer / Seller obtaining all requisite approvals from any governing body having jurisdiction for the construction/development of the Property as. (strike one) Buyer / Seller is to have until _______ to obtain approval in final, non-appealable form, upon conditions reasonably acceptable to the Parties.

   Buyer Initials: ___________________ Seller Initials: ___________________
(B) Subdivision Contingency. This Contract is contingent upon (strike one) Buyer / Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the Property. (strike one) Buyer/Seller must make an application for subdivision approval by ____________, 20__ and the Parties agree to use commercially reasonable efforts to diligently pursue the application. The final approval, upon conditions reasonably acceptable to the Parties, shall be obtained on or before ____________, 20__.

(C) Utility Availability. This Contract is contingent upon (strike one) Buyer obtaining / Seller delivering evidence, on or before ____________, 20__, that the following utilities serve the Property in a manner and in a location reasonably acceptable to Buyer (check all that apply): □ electricity; □ gas; □ municipal water; □ municipal sewer; □ telephone; □ other: _____________.

(D) Vacant Land Disclosure. This Contract is contingent upon Seller delivering to Buyer or Buyer's designated agent a completed copy of the Chicago Association of Realtors' Vacant Land Disclosure Rider ("Disclosure") within _______ business days of the Acceptance Date. If Buyer does not receive the Disclosure within the specified time, Buyer shall within 2 business days of the due date for receipt of the Disclosure notify Seller in writing of Buyer's election to terminate the Contract or proceed with this Contract without regard to Buyer's receipt of the Disclosure. IN THE ABSENCE OF ANY WRITTEN NOTICE FROM BUYER TO SELLER WITHIN SUCH 2 BUSINESS DAY PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IF BUYER DELIVERS WRITTEN NOTICE TO SELLER THAT BUYER ELECTS TO TERMINATE THIS CONTRACT ("TERMINATION NOTICE") PRIOR TO THE EXPIRATION OF ANY OF THE ABOVE-REFERENCED CONTINGENCY PERIODS, THEN THIS CONTRACT SHALL BE DECLARED NULL AND VOID AS OF THE DATE OF SELLER'S RECEIPT OF BUYER'S TERMINATION NOTICE AND THE EARNEST MONEY SHALL BE DISBURSED BY ESCROWEE TO BUYER UPON THE WRITTEN DIRECTION OF THE PARTIES.

11. Dual Agency. The Parties confirm that they have previously consented to N/A ("Licensee") to act as Dual Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this Contract.

Buyer Initials: ________  Seller Initials: ________

12. Attorney Modification. Within N/A business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. Inspection. Within ** business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) inspections of the Property ("Inspections"). Inspection of the Property ("Inspections"), including but not limited to investigations of the utilities serving the Property, environmental audits and soil sample testing, by one or more properly licensed or certified inspection personnel (each, an "Inspector"). Buyer shall provide Seller with reasonable notice prior to conducting any such investigations. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. Buyer agrees to promptly provide copies of all inspection reports to Seller and to the listing broker, if any. Buyer further agrees to restore the Property to its original condition and agree to be responsible for any damage incurred while performing such Inspections. Buyer may terminate this Contract at any time prior to the expiration of the Inspection Period by providing written notice of such termination to Seller. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. Buyer's obligations under this Paragraph 13 shall survive the termination of this Contract. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

14. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS Vacant Land Option Agreement (list Rider numbers here) AND ADDENDUM See Items X and Y below (list Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

**Additional Provisions

X. Buyer's inspection rights shall be further governed by the terms and conditions of that certain Vacant Land Option Agreement (the "Option Agreement") by and between Buyer and Seller with respect to the Property.

Y. In the event of any conflict between the terms and conditions of this Contract and the Option Agreement, the terms and conditions of the Option Agreement shall prevail.

Buyer Initials: ________  Seller Initials: ________

[signature page follows]
OFFER DATE: ________________ 20 __________________

BUYER'S INFORMATION:

Buyer's Signature: __________________________
Buyer's Signature: __________________________

Buyer's Name(s) (print): ________________________________

Address: __________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Home Phone: ___________
Fax: ___________ Cell Phone: ___________
Email Address: __________________________

The names and addresses set forth below are for informational purposes only and subject to change.

BUYER'S BROKER'S INFORMATION:

Designated Agent (print): __________________________
Agent MLS Identification Number: __________________________
Brokerage Company Name: __________________________ MLS #: ________

Office Address: __________________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Cell Phone: ___________
Fax: ___________
Email: __________________________

BUYER'S ATTORNEY'S INFORMATION:

Attorney Name: __________________________
Firm: __________________________
Office Address: __________________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Cell Phone: ___________
Fax: ___________
Email: __________________________

BUYER'S LENDER'S INFORMATION:

Mortgage Broker's Name: __________________________
Lender: __________________________
Office Address: __________________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Cell Phone: ___________
Fax: ___________
Email: __________________________

ACCEPTANCE DATE: ________________ 20 ____("Acceptance Date")

SELLER'S INFORMATION:

Seller's Signature: __________________________
Seller's Signature: __________________________

Seller's Name(s) (print): ________________________________

Address: __________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Home Phone: ___________
Fax: ___________ Cell Phone: ___________
Email Address: __________________________

The names and addresses set forth below are for informational purposes only and subject to change.

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): __________________________
Agent MLS Identification Number: __________________________
Brokerage Company Name: __________________________ MLS #: ________

Office Address: __________________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Cell Phone: ___________
Fax: ___________
Email: __________________________

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: __________________________
Firm: __________________________
Office Address: __________________________
City: ___________ State: _______ Zip: ___________
Office Phone: ___________ Cell Phone: ___________
Fax: ___________
Email: __________________________
GENERAL PROVISIONS

A. Prorations. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date.

B. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

C. Title. Within 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance due to delay by Buyer's mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or by certified mail. Enhanced service by registered or certified mail, return receipt requested, to Seller and Buyer under the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

E. Disposition of Earnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. If the Buyer defaults, the Earnest Money shall be forfeited to Seller. In addition to any default, Escrowee shall pay Seller under the terms of the Intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Court Circuit by the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

F. Bill of Sale. Seller shall furnish to Buyer at Closing an executed, notarized bill of sale ("Bill of Sale") transferring all of Seller's right, title and interest in the Personal Property, if any, To Buyer at Closing.

G. Affidavit of Title. Seller shall furnish to Buyer at Closing an executed, notarized affidavit of title ("Affidavit of Title"), and any other documents as may be required by the Title Company for the issuance of any ALTA owner's policy and/or lender's policy, as the case may be. The Affidavit of Title shall cover the Closing Date.

H. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent's ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall promptly notify Buyer of the Notice.

I. Escrow Closing. At the written request of Seller, Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through the escrow. The Closing Date and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

J. Survey. Within 5 days prior to the Closing Date, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of Closing, showing the present location of all easements, building set-back lines and boundaries of the Property. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense.

K. 1031 Exchange. The Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each party expressly agrees to cooperate with the other party in connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party, including without limitation by executing any and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.

L. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

M. RESPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

N. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller and Buyer's agent in the form required by state and county. Seller shall furnish any declaration signed by Seller or Buyer's agent or meet, other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

O. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill of Sale to Buyer.

P. Surrender. Buyer agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract.

Q. Time. Time is of the essence for purposes of this Contract.

R. Number. Wherever appropriate within this Contract, the singular includes the plural.

S. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

T. Business Days and Time. Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday, Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

U. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the Secretary of the Treasury or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

V. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

W. Original Executed Contract. The listing broker shall hold the original fully executed copy of this Contract.
THIS MEMORANDUM OF OPTION AGREEMENT is made this 6th day of December 2018, by and between Jesse P. Butler (“Seller”) and Zeavy CHI, LLC, an Illinois limited liability company (“Purchaser”).

WITNESSETH

THAT, by that certain Vacant Land Option Agreement of even date herewith by and between Seller and Purchaser (the “Agreement”), Seller has granted to Purchaser, and Purchaser has acquired from Seller, an exclusive option to acquire the real estate described as

Property Address: 2635 Crawford Avenue, Evanston, IL 60201
Permanent Index No.: 05-33-311-035-0000
Legal Description: Lot 6 in Block 4 in First Additional to Evanston Highlands, being a Subdivision of Lot 45 in County Clerk’s Division of the West 1/2 of fractional Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded June 13, 1924, as Document No. 8465370, all in Cook County, Illinois.

(the “Property”) upon the terms and subject to the conditions set forth in the Agreement.

Exhibit C-1
THAT, pursuant to and upon the terms and conditions set forth in the Agreement, said option shall expire on September 6, 2019 if not earlier terminated in accordance with the terms of the Agreement.

THAT, no lease, mortgage, lien or other encumbrance affecting the Property which is created or entered into after the date hereof and prior to September 6, 2019, shall be valid or effective without obtaining the prior written consent of Purchaser; all such leases, mortgages, liens and other encumbrances shall be void and of no force or effect against Purchaser or Purchaser's interest in the Property.

THAT, the covenants and agreements of Seller under the Agreement are covenants running with the land and shall be binding upon Seller and Seller's heirs, representatives, successors and assigns.

THAT, this Memorandum of Option Agreement is executed and recorded in accordance with the terms of the Agreement solely for the purpose of giving notice of the existence thereof and shall not supersede or in any way modify the terms or conditions of the Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum of Option Agreement to be executed as of the date first above written.

SELLER:  
Jesse P. Butler

PURCHASER:  
Zeavy CHI, LLC,  
an Illinois limited liability company

By: ________________________
Name: Neal Zeavy
Its: Manager

[Insert Notary Blocks]
Lease Agreement for Parking Spaces

This Lease Agreement for Parking Spaces, (hereinafter "Agreement") is entered into and made effective as of the date of execution below by and between the following parties:

HILLSIDE FREE METHODIST CHURCH, an Illinois not-for-profit corporation, having its principal address at 2727 Crawford Ave, Evanston, IL 60201, (hereinafter "Lessor"); and

NIC'S ORGANIC FAST FOOD LLC, an Illinois limited liability company, operating in Evanston, Illinois, and having its principal business mailing address at P.O. Box 1610, Arlington Heights, Illinois 60006 (hereinafter "Lessee"); and collectively referred to as the "Parties."

WHEREAS, Lessee wishes to rent parking spaces from Lessor; and

WHEREAS, Lessor wishes to rent to Lessee such parking spaces;

NOW, therefore, in consideration of the promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. LEASE OF PARKING SPACES. Lessor hereby agrees to provide, and Lessee agrees to rent, six (6) designated parking spaces ("Parking Spaces") located in Lessor's parking lot at 2727 Crawford Ave, Evanston, IL 60201 (the "Lease"). The Parking Spaces are only to be used for car parking by Lessee's employees. Lessor shall not permit any storage of vehicles, vehicle repair work, or cars to be advertised for sale on the Parking Spaces. Furthermore, Lessee shall not permit semi-trucks or construction equipment to use the Parking Spaces or Lessor's parking lot. Lessee accepts financial responsibility for damage caused to the Parking Spaces or Lessor's parking lot beyond normal wear and tear.

2. TERM OF THIS AGREEMENT. This Lease shall be contingent upon Lessee receiving the necessary approvals and permits from the City of Evanston that would allow Lessee to operate its intended business. Rent due under this Lease shall begin thirty (30) days prior to Lessee opening its business, but no later than six (6) months after the execution of this Lease. This Lease shall continue until terminated in writing by the Parties, or upon thirty (30) days notice by either party to the other party. This Agreement may also be terminated immediately upon default by Lessee, after fourteen (14) days' notice by Lessor.

3. SECURITY DEPOSIT. No security deposit shall be required of Lessee.

4. RENT. For the Lease, Lessee agrees to pay and Lessor agrees to accept the rental amount of one hundred dollars ($100.00) per parking space per month, for a total of six hundred dollars ($600.00) per month ("Rent").

5. TAXES. In addition to the Rent amount, Lessee agrees to reimburse Lessor for the amount of taxes and/or fees levied or imposed by Cook County, the City of Evanston, or any other government entity by reason of the real estate of Lessor being leased under this Agreement. Lessor shall keep Lessee advised when Lessor receives notice of such taxes and/or fees.
Lessee agrees to pay such taxes and/or fees for which Lessor is held liable even if this Agreement is terminated if any government entity holds Lessor liable for such taxes and/or fees despite this Lease not being in effect and/or this Agreement being terminated. For instance, real estate taxes for the Cook County may be assessed for the year, and Lessor held liable for such taxes, regardless if this Lease is in effect for the full year. In that example, Lessee agrees to reimburse Lessor for the amount of the tax imposed because Lessor entered into this Lease. Lessor shall not charge Lessee for taxes more than the tax actually imposed on Lessor. Taxes referred to in this Paragraph shall be considered as additional Rent under this Agreement. The amount of Rent attributable to taxes shall be paid in monthly installments, unless Lessor directs Lessee to pay it in installments other than monthly, but no more frequently than monthly.

6. **PAYMENT.** The Rent shall be paid on the first (1st) day of each month to the Lessor at the Lessor’s address.

7. **DISCLAIMER OF WARRANTY.** Lessor and Lessee each agree that the Parking Spaces are being leased "as is" and that Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose. The parking lot will not be supervised by attendants. Lessor shall not be liable for damages to or theft of any vehicles located on the Parking Spaces.

8. **LIMITATION OF LIABILITY.** Lessee agrees to hold Lessor harmless for any damage or injuries caused to any person, any vehicle, or any personal property left in the vehicle and hereby specifically agrees that Lessor shall not be responsible for any such injury or damage or any damages to Lessee due to its entering into this Agreement or its performing its duties under this Agreement. In no event will Lessor’s liability exceed the total amount paid by Lessee to Lessor for the Lease for any cause of action or future claim. Lessee hereby acknowledges and agrees that Lessor shall not be liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way.

9. **INDEMNIFICATION AND HOLD HARMLESS.** Lessee shall indemnify and hold Lessor free and harmless from any and all demands, claims, loss, or liability resulting from the property damage of, or personal injury to, or death of, any person or persons because of such person’s use of the Parking Spaces. Lessee during the term of this Agreement shall maintain at Lessee's expense, a public liability insurance policy on the Parking Spaces with limits of not less than $1,000,000 for each person throughout the terms of this Agreement covering loss of personal injury and property damage. On all such policies Lessee shall name Lessor as an additional insured and shall designate with the insurance company that Lessor shall receive from the insurance company any notices for non-payment of premium or cancellation notices. Upon request by Lessor, Lessee shall provide proof that such insurance is in force.

10. **ASSIGNMENT.** This Agreement is binding upon, and inures the benefit of, the Parties and their respective successors and permitted assigns and may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without written agreement of the other Party.
11. GENERAL PROVISIONS. (a) This Agreement shall be governed by the laws of the State of Illinois. Both Parties consent to jurisdiction in the State of Illinois. Any dispute under this Agreement by either Party, if not resolvable by the Parties, shall be submitted to arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any Illinois court having jurisdiction. (b) None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties and shall be for that particular term and instance only and not a waiver for future compliance with this Agreement. (c) If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. (d) Headings in this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

12. NOTICE. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or overnight mail to the address of the Party as set forth in this Agreement.

13. ENTIRE AGREEMENT. The parties further agree and acknowledge that this Agreement constitutes the final and complete understanding of the Parties and the entire agreement between the Parties concerning the subject matter hereof and that no other understanding, verbal or written, exists between the Parties. This Agreement supersedes any agreement or understanding between the Parties, whether oral or written, prior to the date of this Agreement. This Agreement may not be altered except by an instrument in writing signed by both Parties.

14. AUTHORITY. The individuals signing this Agreement personally represent and warrant that they have the permission and authority of their entities to execute this Agreement and bind their respective entities to the term of this Agreement.

HILLSDIE FREE METHODIST CHURCH

By: Patrick Coakley
Its: Pastor
Date: 1/5/18

NIC'S ORGANIC FAST FOOD, LLC

By: Benjamin Brittsan
Its: Manager
Date: 1/8/18
Nic's Organics Drive Through and Rezoning of 2635 Crawford

1 message

Sigrid Pilgrim <spconsult@comcast.net> 

Thu, Mar 28, 2019 at 10:18 PM

To: mklotz@cityofevanston.org, smangum@cityofevanston.org, mgriffith@cityofevanston.org, mmjones@cityofevanston.org, wbobkiewicz@cityofevanston.org,
shagerty@cityofevanston.org, fiske@cityofevanston.org, pbreathwaite@cityofevanston.org, mwynne@cityofevanston.org, dwilson@cityofevanston.org,
rsimmons@cityofevanston.org, tsuffredin@cityofevanston.org, erevelle@cityofevanston.org, arainey@cityofevanston.org, cfielming@cityofevanston.org

Honorable Mayor Hagerty,

City Manager,

City Zoning and Planning Staff,

Honorable Aldermen/Women,

Once again, I have to address you with my concerns about the proposed fast food drive-through at 2628 Gross Point Road which now includes the request for a zoning variance on 2635 Crawford.

I have lived on Bernard Place, just north of this intersection since 1983, and until my retirement March 1, 2019, have driven this intersection daily at least twice, and still do for errands. Needless to say, I am more than familiar with the traffic hazards these roads and their intersection hold. As you may recall there have been previous requests by Chase Bank, and then Nic's Organics, both of which, if I recall were denied recognizing the above concern.

I do not see a difference in the design plan for the Nic's Organics restaurant and drive-through from the previous one. This clearly indicates that our neighborhood concerns re the traffic hazards have not been taken into consideration. Equally important is the fact that the residential lot just north of the alley is to be rezoned (I believe partially) for business to allow for what I can tell would be six parking spaces, presumably for employee parking.

I feel that this rezoning will set a poor precedent encroaching on what is unarguably a well-established residential, still perhaps affordable Evanston neighborhood. As you are also aware from the many comments you received during earlier attempts by Chase Bank and the first Nic's Organics fast food drive-through submission, there are many children taking the bus to area schools, as well as commuters walking on Crawford which has no sidewalk for the most part on its east side. Consider the hazard cars exiting onto Crawford, making U-turns around the island or using private driveways to change direction, will pose in this already congested traffic pattern during the busiest times of the day.

I cannot stress enough that based on my personal experience this intersection simply does not meet the criteria required for a fast food drive-through whether organic or not. Also - given the recent several inch snowfalls .....I am still trying to figure out where Nic's Organics management would put this snow to make sure the drive through lanes and parking spots are free of snow (plough it into Gross Point/Crawford?)

As much as I would love to see a viable business at this corner, a fast food drive-through is the wrong one in the wrong place.

I hope very much that you will take my comments in the spirit that these are meant: to not add to the hazards that this intersection already contains, as well as to maintain the character of the neighborhood.

Sincerely,

Sigrid Pilgrim

2750 Bernard Place

224-420-0949