AGENDA

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

II. APPROVAL OF MINUTES: July 31, 2019, DAPR Committee meeting minutes.

III. NEW BUSINESS

1. 2412 Wade Street
   Nathan Kipnis, applicant, submits for Major Zoning Relief to construct a single-family residence and a 2-car detached garage in the R2 Single-Family Residential District. The applicant requests a front yard setback of 27.5’ from the north, Wade Street, property line where the minimum required setback is 50’ (the block average), and a 15’ street side yard setback from the east, Leland Avenue, property line for the detached garage where 31.4’ is required (detached accessory structures are not permitted to be located closer to the street side property line than the principal structure).

IV. ADJOURNMENT

The next DAPR meeting is scheduled for Wednesday, August 14, 2019, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.
DESIGN AND PROJECT REVIEW COMMITTEE (DAPR) MINUTES
July 31, 2019


Staff Present:  M. Rivera, E. Golden

Others Present:

Presiding Member:  J. Leonard

A quorum being present, J. Leonard called the meeting to order at 2:33 pm.

Approval of Minutes

July 24, 2019, DAPR Committee meeting minutes.

L. Biggs made a motion to approve the July 24, 2019, DAPR Committee meeting minutes, seconded by M. Tristan.

The Committee voted 8-0 to approve the minutes with two abstentions.

New Business

1.  1950 Green Bay Road  Preliminary and Final Review
Khalil Abdullah, applicant, submits for permit for storefront remodel, Mobil service station, in the C2 Commercial District.

APPLICATION PRESENTED BY:  Khalil Abdallah, property owner

DISCUSSION:
- The storefront will be replaced, including the door and windows.
- Signs to be a separate submittal.
- There are not any site improvements planned at this time.

L. Biggs made a motion to grant preliminary and final approval of the project, seconded by S. Mangum.

The Committee voted, 10-0, to grant preliminary and final approval of the project.

2.  1210 Chancellor  Preliminary and Final Review
Gary DeStefano, applicant, submits for permit to construct a new 4-story, 45’ tall, 3-unit multiple residence dwelling with 5 garage parking spaces, in the R5 Residential District and oCSC Central Street Overlay District.

APPLICATION PRESENTED BY:  Gary Destefano, applicant
DISCUSSION:
- Proposed building provides 3 dwelling units overlooking the golf course. The facade is broken up per the Central Street Overlay District with balconies, dark brick and lighter color hardie board siding, and black windows. The site is a former CTA transfer station. Off-street parking is provided by a garage partially below grade.
- L. Biggs raised a concern with the proposed retaining walls and driveway slope in the public street right-of-way. She stated private structures in the public right-of-way are not permitted. She stated the City's sidewalk standard calls for 5' wide sidewalks.
- G. DeStefano stated the retaining walls will be approximately 2’ tall in the right-of-way. Plan includes extending the public sidewalk along Bryant maintaining the same configuration and to provide a sidewalk along Chancellor where a sidewalk does not exist to the west.
- I. Eckersberg asked if one driveway was considered.
- G. DeStefano stated the elevator and mechanical room are in the way.
- G. DeStefano stated vehicles are able to do a 3-point turn backing out of each garage and to pull forward onto both Chancellor and Bryant.
- L. Biggs stated the driveway slope in the right-of-way creates a visibility hazard regardless of how they pull out, the driveway needs to be at grade level on the right-of-way. A drawing showing the cone of vision and sight lines is needed.
- She stated the public walks are required to be 5’ wide, extend the length of the parkway, the sidewalk along Bryant is to be aligned near the right-of-way line, a carriage walk is not acceptable.
- A sanitation plan, including garage and recycling, needs to be provided.
- Stormwater runoff collected onsite will likely need to be restricted prior to entering the storm sewer.
- Bike parking is needed.
- Water is through a 6” water main on Chancellor. Unofficial fire flow tests indicated limited capacity for fire flow.
- M. Tristan stated a fire pump may be required.
- S. Mangum asked if the plan shows utility meters on the north side of the building.
- G. DeStefano stated the meters will be screened with a berm and landscaping.
- S. Mangum noted the maximum permitted driveway width is 25’, suggested one curb cut to the property is preferred.
- G. DeStefano stated the driveway width will be revised to comply.

Public Comment:
- Bill Keesom, representing the residents to the south, expressed concern with the proposed building height at 50’ including the elevator overrun, stating their buildings are 35’ tall. He expressed concern with the proposed driveway slope off Bryant, and the blank south building elevation which faces their properties.

S. Mangum made a motion to hold item in Committee to allow the applicant time to address concerns with proposed driveway details, stormwater management, and water service for fire suppression, seconded by L. Biggs.

The Committee voted, 10-0, to hold item in Committee.

3. 1215 Church Avenue/1726-1730 Ridge Avenue  Planned Development
Address corrected
YWCA Evanston/North Shore, applicant, submits for a Special Use for a Community Center - Public and Recreation Center - Public, to allow for an addition and expansion of the existing
special use, and for a Planned Development to demolish the attached single family residential structure and construct a 2-story entrance on the south facade to the existing 1-story administration center and pool building, demolish the detached single family residential structure and construct a 4-story, 23,661 sq. ft. addition for a Shelter for Abused Persons and administration offices at the north end of the property, construct a 2nd-story addition to provide connection between the two structures, and expand and reconfigure parking lots to provide 78 parking spaces, in the R4 General Residential District. Site development allowances are requested for 1) Parking located within the required 27’ front yard setback where parking is not permitted, 2) Parking (loading zone) located within the required 10’ west interior side yard setback where parking is not permitted, 3) Impervious surface coverage of 75.5% where 55% is the maximum permitted, 4) Building height of 42.4’ and 4 stories where 35’ not to exceed 2.5 stories is permitted, and 5) Open loading zone located in the front yard where permitted to be located in rear yards.

APPLICATION PRESENTED BY: Steven Bauer, attorney
Jack Schroader, architect

DISCUSSION:
- S. Bauer stated the proposed planned development results from growth in their programming, the number of people served, and staffing. He described the proposed plan.
- The proposed north parking lot is to serve the new shelter.
- The new shelter will have 23 rooms, the current shelter provides 11 rooms. The rooms in the new shelter can be combined to accommodate varying family sizes. The rooms will have kitchenettes; there will be a common kitchen.
- One of the public benefits will be the removal of stairs in the retaining wall along Ridge Avenue, 4 stairs to be removed.
- L. Biggs stated the proposed driveway off of Ridge Avenue is a concern, specifically vehicles pulling out onto Ridge Avenue due to the fast moving traffic. She stated the driveway needs to be a right-in/right-out configuration, hard infrastructure should be considered, such as a “pork chop”.
- L. Biggs noted the grade change between the parkway and the street; the driveway would have to be very steep. Likely, the sidewalk will need to be lowered for a significant distance to be able to lower the driveway to make a more gradual vertical transition to Ridge Avenue. Final sidewalk grade changes should be gradual.
- Signage should be considered to inform patrons the north parking lot is not for the pool.
- For the north parking lot, the ADA parking spots should be located closest to the entrance with the most traffic.
- For the north parking lot, there should be dedicated bicycle parking.
- A waste management plan (garbage, recycling, and composting) needs to be finalized.
- The existing water services for the buildings to be demolished are on Ridge Avenue, they will need to be excavated and capped at the water main. Existing sewer services will need to be plugged at the sewer.
- The site plan shows an open pie shaped area on the west side of the building, between the existing YWCA and shelter addition, concerns raised with trash and debris collecting in this area. Applicant should consider ways to better use this space.
- J. Schroader stated the pie shaped space is due to adjacent foundations between a building with a basement and one without a basement.
- Refuse and mechanical locations were noted; additional screening for the mechanical equipment may be necessary.
- J. Leonard noted the maximum permitted sound level at the property line is 55 decibels.
• M. Tristan noted a construction management plan is required; the plan needs to include how separation between occupied space and construction areas will be handled.
• I. Eckersberg noted vibration monitoring may be required during the foundation construction.

Public Comment:
• Pat Askew stated the demolition of the home is unfortunate because it provides a buffer between the residential portion of Ridge Avenue with the multi-family portion to the north. Stated the additional parking proposed is not needed. He stated he does not like the design of the proposed additions.
• Mary McWilliams stated a concern with the design of the additions, the driveway off of Ridge Avenue is a concern.
• Joan Safford stated a concern with the design of the additions, not a good fit in the neighborhood.
• J. Leonard stated the north parking lot should be limited to shelter residents; staff should be encouraged to park in the south lot to limit the vehicles using the driveway off of Ridge Avenue.
• S. Mangum asked the applicant to explain the location and orientation of the shelter addition.
• J. Schroeder stated various options were considered, a single-story addition was considered but it was massive and required a parking structure.
• S. Mangum asked if the existing wrought iron fence will remain.
• J. Schroeder stated it has yet to be decided.
• S. Mangum asked about the proposed exterior building materials on the addition.
• J. Shroeder stated materials include precast concrete, painted orange areas, aluminum windows and a steel trellis.
• J. Leonard asked about bird friendly measures.
• J. Schroeder stated those details are still being looked into.
• J. Leonard noted Alderman Braithwaite will hold a community meeting on Thursday, August 1, 2019, flyers should have gone out.
• J. Hyink suggested providing a sidewalk between the entrance to the YWCA and Church Street through the parking lot.

L. Biggs made a motion to recommend approval to the Plan Commission, subject to the applicant continuing to address staff and community comments and concerns related to site layout and building design, seconded by J. Leonard.

The Committee voted, 10-0, to recommend approval to the Plan Commission subject to the condition noted above.

Adjournment

S. Mangum made a motion to adjourn, seconded by L. Biggs. The Committee voted, 10-0, to adjourn. The Committee adjourned at 4:17 pm.

The next DAPR meeting is scheduled for Wednesday, August 7, 2019, at 2:30 pm in Room 2404 of the Lorraine H. Morton Civic Center.

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

2412 Wade Street

Recommendation to ZBA
PLAT OF SURVEY
by
Michael J. Emmert Surveys, Inc.
of
Property located at: 2412 WADE STREET

Legally described as:
LOT 1 IN BENSON PERRY CONSOLIDATION OF
LOTS 1 AND 2 IN BLOCK 5 IN ARTHUR T. MC
INTOSH'S CHURCH STREET ADDITION TO
Evanston, in the Southwest Quarter of the
Northwest Quarter of Section 13, Township
41 NORTH, RANGE 13 EAST OF THE
Principal Meridian, according to the Plat
Thereof Recorded November 17, 1903 as
Document 9395185, in Cook County, Illinois.

LINE TABLE
Line Bearing Distance
L1 N.86°51'53"E. 60.00'
L2 S.00°03'14"E. 133.02'
L3 S.86°54'39"W. 60.00'
L4 N.00°01'19"W. 133.02'

Line Measure
L1 60.05'
L2 133.02'
L3 60.12'
L4 132.98'

survey ordered by: Law Office of DeFrenza and Mosconi

Michael J. Emmert Surveys, Inc., does hereby certify that we have surveyed the above
described property and prepared the plat hereon drawn. The legal description shown hereon is
provided by others. Refer to deed or title policy for building setbacks, easements or other
restrictions which may exist. Dimensions not noted hereon shall not be assumed by scaling or
thereby. Compare all points before building and report any discrepancies. This professional
survey conforms to the current Illinois Minimum Standards for a Boundary Survey.
Date of field survey: April 12, 2019

W._ President
Professional Illinois Land Surveyor No. 2499

mike@emjesurveys.com
Michael J. Emmert Surveys, Inc.
185 East Vallette Street
Elmhurst, Illinois 60126
Single Family Home for
Ana Manzanares & Khandu Schuler
2412 Wade Street
Evanston, IL

Site Plan
Scale: 3/32" = 1'-0"
July 15, 2019
Single Family Home for
Ana Manzanares & Khanda Schuler
2412 Wade Street
Evanston, IL

2nd Floor Plan—Proposed
Scale: 1/4" = 1'-0"
July 15, 2019
Single Family Home for
Ana Manzanares & Khanda Schuler
2412 Wade Street
Evanston, IL

Basement Plan-Proposed
Scale: 1/4" = 1'-0"
July 15, 2019
Single Family Home for
Ana Manzanares & Khanda Schuler
2412 Wade Street
Evanston, IL

West Elevation
Scale: 3/16" = 1'-0"
July 15, 2019
Single Family Home for
Ana Manzanares & Khanda Schuler
2412 Wade Street
Evanston, IL

East Elevation
Scale: 3/16" = 1'-0"
July 15, 2019
1. PROPERTY

Address: 2412 Wade Street
Permanent Identification Number(s):
PIN 1: [10-13-112-012-0000] PIN 2: [blank]
(Note: An accurate plat of survey for all properties that are subject to this application must be submitted with the application.)

2. APPLICANT

Name: Nathan Kipnis
Organization: Kipnis Architecture + Planning
Address: 1642 Payne Street
City, State, Zip: Evanston, IL 60201
Phone: Work: 847-864-9650 Home: Cell/Other: 
Fax: Work: Home: 
E-mail: 

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

☐ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee
☐ architect ☐ 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: Ana Manzanoares & Khanda Schuler
Address: 1927 W. Albion #2
City, State, Zip: Chicago, IL 60626
Phone: Work: Home: (773) 847-6074 Cell/Other: 
Fax: Work: Home: 
E-mail: apcm15@gmail.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."

[Signature] [Date: JULY 12, 2019]

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

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."

[Signature] [Date: 7-12-19]

Applicant Signature -- REQUIRED

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: ______________________
☐ Project Site Plan  Date of Drawings: ______________________
☐ Plan or Graphic Drawings of Proposal (If needed, see notes)
☐ Non-Compliant Zoning Analysis  Document Submitted: ______________________
☐ Proof of Ownership  Amount $_________ plus Deposit Fee $150

Application Fee (see zoning fees)

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:

A new two story frame single family home with detached garage on vacant lot

B. Have you applied for a Building Permit for this project?  □ NO  [X] YES

(Date Applied: ____________________  Building Permit Application #: 19BLDR-0012)

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>(ex. “6-9-3-4”)</td>
<td>(ex. “requires a minimum front yard setback of 27 feet”)</td>
<td>(ex. “a front yard setback of 25.25 feet”)</td>
</tr>
<tr>
<td>6-4-1-9(A)-5(b)</td>
<td>Requires a minimum front yard setback of 50 feet, the average of the two existing principle buildings on the same side of the block within 200 feet.</td>
<td>A front yard setback of 27.5’</td>
</tr>
</tbody>
</table>

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

2

6-4-6-3(A)-3  Accessory structures shall not be located between the building line and the principal structure (except as permitted in front yards)  A garage setback from street of 15 feet per 6-4-6-3(A)-2

3
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?

6-4-1-9(A)-5(b): The lot is located with only two neighbors on the block. One of the neighboring buildings has an irregularly shaped lot and has a setback of 75 feet, which pushes the average setback to over 50 feet, well beyond the adjacent neighboring setback of 27 feet. As a result, the buildable area becomes severely impacted and would be out of character to the rest of the neighborhood.

6-4-6-3(A)-3: The depth of the corner lot does not allow for adequate space between the principle and accessory building.

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.

The requested variations will not adversely affect the use or enjoyment of the neighboring buildings. The proposed building location and shape will be in character with the existing structure in the neighborhood.

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.

The property owner would endure a hardship with not being able to build a residence that is in character to the size and shape or other existing homes in the area.

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.

The purpose of the variation is to seek relief from the hardship with not being able to build a residence that is in character to the size and shape or other existing homes in the area.

4. The alleged difficulty or hardship has not been self-created, if so, please explain.

The hardship is a result of being a corner lot on a block with only two neighbors, one of which has an irregularly shaped lot with a principle building well beyond the typical front yard setback of existing homes in the area.
5. Have other alternatives been considered, and if so, why would they not work?

Yes. other alternatives were explored and the 50 foot front setback would make the lot unusable and the depth would not allow for adequate space between the principle and accessory garage structures.

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City of Evanston

DISCLOSURE STATEMENT FOR ZONING HEARINGS

City of Evanston

(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. The proposed user is the property owner.

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.)
   - Does not apply. The proposed user is the property owner.

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.
   - Does not apply. The proposed user is the property owner.
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.

Does not apply. The proposed user is the property owner.

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.
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 2412 Wade St, Evanston, IL 60201 ("Property").

2. **Purchase Price.** The purchase price for the Property is $________,_______ ("Purchase Price"). The Purchase Price includes the following personal property: ___________ ("Personal Property").

3. **Earnest Money.** Upon Buyer's execution of this Contract, Seller shall deposit with Century 21 Universal, initial earnest money in the amount of $________,_______, in the form of personal check ("Initial Earnest Money"). 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 presentation _______. The Initial Earnest Money shall be increased to (strike one) 10% of the Purchase Price or ___________% (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 March 22nd, 2019 ("First Commitment Date") a firm written 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) $________,_______, amortized over ___________ years, payable monthly, loan fee not to exceed ZERO %, plus appraisal 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 30 years. Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD 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 by 30 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 8 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 March 29th, 2019, 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), 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 20,16 general real estate taxes were $1,818. General real estate taxes shall be prorated based on (i) TBD % 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 ___________. 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 assure 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 _______ 20_ to obtain approval in final, non-removable form, upon conditions reasonably acceptable to the Parties.

   - Buyer Initials: ___________ Buyer 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 TO ESCROWEE TO BUYER UPON THE WRITTEN DIRECTION OF THE PARTIES.

11. Dual Agency. The Parties confirm that they have previously consented to □/□ ("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: __________ Buyer Initials: __________ Seller Initials: __________ Seller Initials: __________

12. Attorney Modification. Within 5 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 5 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"), 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 agrees 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 / (list Rider numbers here) AND ADDENDUM / (list Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

[signature page follows]
Dear ANA PETRONA CRUZ MANZANARES and KHANDA SINGH SCHULER,

Thank you for choosing Fifth Third Bank! Based on the information you provided and your recent credit report, I am pleased to inform you that you have been pre-qualified for the following mortgage loan:

- Sales Price: [Redacted]
- Loan Amount: [Redacted]
- Credit Report Date: JANUARY 22, 2019
- Loan Type: CONFORMING 30 YR FIXED

The pre-qualification process is the first step toward your new home. This letter is designed to show realtors, sellers and builders that you are a serious buyer and it may help strengthen your offer. This letter is not a commitment to lend but provides you with an estimate of how much you are likely to qualify for and also helps speed up the loan process once you find the home of your dreams.

Step 1 is now complete! Next Steps:

- Step 2: Work with a real estate agent or builder to find your new home.
- Step 3: Contact me when you find a home so we can finalize your mortgage application. With your pre-qualification, some of the work is already done!
- Step 4: Enjoy your new home!

If you have any questions, please feel free to contact me anytime. I can be reached by email at MICHAEL.DOBBS@53.COM or by phone at (630) 788-4048.

Thank you again for choosing Fifth Third Bank.

Sincerely,

MICHAEL DOBBS

Mortgage Loan Originator
NMLS # 425690

This Pre-Qualification Letter is valid for 90 days from the credit report date on this letter. Actual closing costs, interest rate, monthly payment, and APR are subject to change at any time without notice and may be higher or lower depending on factors such as down payment, market rates, property type, loan amount, and other program changes.

This letter is based on the preliminary information you provided and your credit report, and is subject to verification should you determine a specific property and decide to submit an application for a mortgage. This letter does not constitute a loan application or loan approval and is not a commitment to lend or lock a rate. If your information or financial situation changes, we may need to modify this letter.

Loans subject to credit review and approval. Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45203, NMLS# 403245. Member FDIC, equal housing lender. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.
# Zoning Analysis

## Summary

**Case Number:** 19ZONA-0115  
**Case Status/Determination:** Non-Compliant

**Proposal:**  
NEW SFR-DET AND 2-CAR DET-GARAGE

**Site Information:**

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Zoning District</th>
<th>Overlay District</th>
<th>Preservation District</th>
</tr>
</thead>
<tbody>
<tr>
<td>2412 WADE ST</td>
<td>R3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Applicant:**  

**Phone Number:**  

**Signature:**  

**Date:** 7-10-19

**Zoning Section**  

**Comments**

**Recommendation(s):**

Click on the link(s) below to access online application(s)
Case Number: 19ZONA-0115 – 2412 WADE STREET
Case Status/Determination: NON-COMPLIANT

Proposal:
NEW SFR-DET AND 2-CAR DET-GARAGE

Zoning Section: 6-4-1-9.5.b Comments:
Non-compliant:
Minimum required front yard setback is 50'; 27.5' proposed.

For corner lots, the required front yard setback is the average setback of existing principal structures on the same side of the block within 200'. The existing setbacks are measured off the City's GIS.

(b) Where a lot is located between an improved lot and a vacant lot or a lot improved or vacant, and a street, the front yard required for the lot shall be determined by averaging the front yard setbacks of every lot within two hundred (200) feet on the same side of the street in the same block.

A 50' setback seems inappropriate for this lot, given the significantly differing and very deep front yard setback for one of the homes on the block, may apply for a minor variation requesting a 34.8' setback which seems more appropriate. Minor variations are an administrative decision by the Zoning Administrator. The process takes about a month once the application is received.

Alternative, may apply for a major variation requesting a 27.5' setback as proposed. Major variations are considered by the Zoning Board of Appeals in a public hearing. The next available public hearing date is likely to be in September if the application is submitted promptly.

I can provide more details on applying for either a minor or major variation.

Regardless of whether a minor or major variation is requested, variations may or may not be approved.

6-4-6-3 Non-compliant:
Minimum required street side yard setback for detached accessory buildings is 15'; 14.2' proposed.

6-4-6-3 Non-compliant:
Detached accessory structures are not permitted to be located closer to the street side property line than the principal structure; detached garage located closer to street side property line than principal structure.
<table>
<thead>
<tr>
<th>Recommend shifting garage location to align with east façade of principal structure.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6-4-6-7.E</strong> Provide fence height details.</td>
</tr>
<tr>
<td>On site plan, note minimum 2’ required setback for fence along Leland Street property line.</td>
</tr>
<tr>
<td>On site plan, note minimum 3’ required setback back from the front facing façade of the home.</td>
</tr>
<tr>
<td>A 20’x20’ site triangle is required where the alley and street intersect, measured edge of curb (street) and property line (alley). A fence located within the site triangle is limited to 2.5’ in height.</td>
</tr>
<tr>
<td>Site plan appears to note two different west interior side yard setbacks to proposed single-family residence, on sheets A-0.0 A-1.1, please clarify, both sheets indicate a setback over 5’ in compliance.</td>
</tr>
</tbody>
</table>
City of Evanston
ZONING ANALYSIS REVIEW SHEET

APPLICATION STATUS: July 09, 2019
RESULTS OF ANALYSIS: Non-Compliant

Z.A. Number: 19ZONA-0115
Address: 2412 WADE ST
Applicant:
Phone:

Purpose: Zoning Analysis with Bld Permit App
District: R3
Overlay: Preservation District:
Reviewer: Michael Griffith

THIS APPLICATION PROPOSES (select all that apply):
X New Principal Structure
X New Accessory Structure
Addition to Structure
Alteration to Structure
Retention of Structure

ANALYSIS BASED ON:

Sidewalk Cafe
Other

Plans Dated: 06-27-19
Prepared By: KIPNIS ARCHITECTURE + PLANNING
Survey Dated: 04-12-19
Existing Improvements:

Proposal Description:
NEW SFR-DET AND 2-CAR DET-GARAGE

ZONING ANALYSIS

RESIDENTIAL DISTRICT CALCULATIONS
The following three sections apply to building lot coverage and impervious surface calculations in Residential Districts.

Front Porch Exception (Subtract 50%)

Total Eligible Pavers/Pervious Paver Exception (Subtract)
Open Parking Debit (Add 200 sqf/open space)

# Open Required Spaces
Addtn. to Bldg Lot Cov.

PRINCIPAL USE AND STRUCTURE

<table>
<thead>
<tr>
<th>USE: Dwelling - SF Detached</th>
<th>Determination</th>
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</thead>
<tbody>
<tr>
<td>Minimum Lot Width (LF)</td>
<td></td>
</tr>
<tr>
<td>USE: Single Family Detached</td>
<td></td>
</tr>
<tr>
<td>Minimum Lot Area (SF)</td>
<td></td>
</tr>
<tr>
<td>USE: Single Family Detached</td>
<td></td>
</tr>
</tbody>
</table>

Comments:

Dwelling Units:
Comments:

Rooming Units:
Comments:

Building Lot Coverage (SF) (defined, including subtractions & additions):

3591.5

1750

21.9%

Compliant
<table>
<thead>
<tr>
<th>Impervious Surface Coverage (SF, %)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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<tr>
<td></td>
<td>4389.7</td>
<td>2040</td>
<td>25.6%</td>
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</table>

**Comments:**

Accessory Structure Rear Yard Coverage:

<table>
<thead>
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<th>Gross Floor Area (SF)</th>
<th>Use</th>
<th>Comments</th>
</tr>
</thead>
</table>

| Height (FT) | 35 OR 2.5 STORIES | 34 2.2 STORIES | Compliant |

**Comments:**

Front Yard(1) (FT) Direction: N

<table>
<thead>
<tr>
<th>Street Side Yard (FT)</th>
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<th>Comments</th>
</tr>
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<table>
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<th>Comments</th>
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<table>
<thead>
<tr>
<th>Interior Side Yard(2) (FT)</th>
<th>Direction:</th>
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</table>

<table>
<thead>
<tr>
<th>Rear Yard (FT)</th>
<th>Direction: S</th>
<th>Comments</th>
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**ACCESSORY USE AND STRUCTURE**

<table>
<thead>
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<th>Use (1)</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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</thead>
</table>

| Permitted Districts: Garage (Det) Coachhouse or Carport | Compliant |

**Comments:**

Permitted Required Yard: Rear Yard

**Comments:**

Additional Standards:

**Comments:**

Height (FT) 20 WITH SLOPED ROOF 17.6 WITH SLOED ROOF Compliant

**Comments:**
<table>
<thead>
<tr>
<th>Distance from Principal Building:</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Determination</th>
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<tbody>
<tr>
<td></td>
<td>10.00’</td>
<td></td>
<td>10.0+</td>
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<table>
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<th>Front Yard (1A) (FT)</th>
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<th>Street:</th>
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<table>
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<tr>
<th>Front Yard (1B) (FT)</th>
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<table>
<thead>
<tr>
<th>Street Side Yard (FT)</th>
<th>Direction: E</th>
<th>15.0 AND NOT CLOSER THAN SFR</th>
<th>14.2</th>
<th>Non-Compliant</th>
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</table>

<table>
<thead>
<tr>
<th>Street:</th>
<th>Comments: NOT PERMITTED TO BE CLOSER TO STREET SIDE PROPERTY LINE THAN PRINCIPAL STRUCTURE</th>
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<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Compliant</th>
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<tbody>
<tr>
<td></td>
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<td>3.0+</td>
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<thead>
<tr>
<th>Rear Yard (FT)</th>
<th>Direction: S</th>
<th>Standard</th>
<th>Existing</th>
<th>Proposed</th>
<th>Compliant</th>
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<tbody>
<tr>
<td></td>
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<td>3.0</td>
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<th>ACCESSORY USE AND STRUCTURE 2</th>
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<tbody>
<tr>
<td>Permitted Districts:</td>
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<td>Deck or Patio (raised)</td>
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<table>
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<table>
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</table>

<table>
<thead>
<tr>
<th>Comments:</th>
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</table>

| Additional Standards: | |
|----------------------| |

<table>
<thead>
<tr>
<th>Comments:</th>
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</table>

| Height (FT) | |
|-------------| |

<table>
<thead>
<tr>
<th>Comments:</th>
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</table>

| Distance from Principal Building: | |
|-----------------------------------| |

<table>
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<tr>
<th>Comments:</th>
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<th>Direction: N</th>
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</table>

<table>
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<table>
<thead>
<tr>
<th>LF: Linear Feet</th>
<th>SF: Square Feet</th>
<th>FT: Feet</th>
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<tbody>
<tr>
<td>Page 3</td>
<td></td>
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<tr>
<td></td>
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<tr>
<td>Front Yard (2B) (FT)</td>
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<tr>
<td>Direction:</td>
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<tr>
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<tr>
<td>Interior Side Yard (2B) (FT)</td>
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<td>Comments:</td>
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<tr>
<td>Rear Yard (FT)</td>
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<td>Direction: S</td>
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</table>

**PARKING REQUIREMENTS**

<table>
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<tr>
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<tbody>
<tr>
<td>Use(1): Single-family Detached</td>
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<td>Comments:</td>
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<tr>
<td>Use(2):</td>
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<td>Handicap Parking Spaces</td>
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<td>Determination</td>
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Garage Setback from Alley Access (FT)

Comments:

**COMMENTS AND/OR NOTES**

Analysis Comments

**RESULTS OF ANALYSIS**

Results of Analysis: This Application is Non-Compliant

Site Plan & Appearance Review Committee approval is:

See attached comments and/or notes.

[Signature] [Date] 7-10-19