



**Village of Mount Prospect
Planning and Zoning Commission
Regular Meeting Agenda
50 S. Emerson St. Mount Prospect, IL 60056**

November 13, 2025

Village Hall - 3rd Floor Board Room

7:00 PM

1. CALL TO ORDER

2. APPROVAL OF MINUTES

- 2.1. PZ-03-25 / 1040 West Northwest Highway / CU: Daycare
- 2.2. PZ-18-25 / 834 E Rand Rd 12 / CU: Massage Therapy
- 2.3. PZ-21-25 / 1200 E. Algonquin Road, 1200 Dempster St / Final Plat of Subdivision and CU: Major PUD Amendment

3. NEW BUSINESS

- 3.1. PZ-26-25 / 17 S Maple Street / CU: Setback Reduction, VARs: Increases to Accessory Structure Size and Height, Lot Coverage, Accessory Structure in Easement / Planning and Zoning Commission and Village Board Final
- 3.2. PZ-20-25 / 810 South I Oka Avenue / CU: Setback Reduction / Planning and Zoning Commission Final
- 3.3. PZ-23-25 / 1699 Wall St 550-Q / CU: Massage Therapy / Village Board Final
- 3.4. PZ-25-25 / 1728 E Kensington Rd / CU: Massage Therapy / Village Board Final

4. CITIZENS TO BE HEARD

5. QUESTIONS AND COMMENTS

6. ADJOURNMENT

ANY INDIVIDUAL WHO WOULD LIKE TO ATTEND THIS MEETING BUT BECAUSE OF A DISABILITY OR NEEDS SOME ACCOMMODATION TO PARTICIPATE, SHOULD CONTACT THE VILLAGE MANAGER'S OFFICE AT 847|392-6000, EXTENSION 5307

MINUTES OF THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION

CASE NO. PZ-03-25 Hearing Date: October 23, 2025

PROPERTY ADDRESS: 1040 West Northwest Highway

PETITIONER: W Northwest MP LLC c/o Timothy Foley, Fornaro Law
1022 S. La Grange Road La Grange, Illinois 60525

PROPERTY OWNER: Patrick J. Hennelly, H2L, Inc.

PUBLICATION DATE: October 8, 2025

REQUEST: A conditional use approval to allow for a daycare center and
other relief from the Village of Mount Prospect Village Code as
may be required for this project.

MEMBERS PRESENT: Joseph Donnelly
Ewa Weir
Walter Szymczak
Donald Olsen

MEMBERS ABSENT: Michael Fricano
Richard Rogers
William Beattie

**STAFF MEMBERS
PRESENT:** Ann Choi – Development Planner
Antonia Lalagos – Development Planner
Jason Shallcross – Director of Community & Economic
Development

INTERESTED PARTIES: Village of Mount Prospect

Chairman Donnelly called the meeting to order at 7:03 PM. Commissioner Szymczak made a motion seconded by Commissioner Olsen to approve the minutes from the Planning and Zoning Commission meeting on August 14, 2025. The minutes were approved 4-0.

Chairman Donnelly introduced case number PZ-03-25, 1040 W. Northwest Highway, a request for conditional use approval for a daycare. Director Jason Shallcross announced that Zoning Case No. PZ-03-25 is suspended indefinitely. A new public notice will be generated once a meeting date has been determined.

**MINUTES OF THE REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION**

CASE NO. PZ-18-25	Hearing Date: October 23, 2025
PROPERTY ADDRESS:	834 East Rand Road Unit 12
PETITIONER:	Mongolian Massage Therapy Spa Inc
PUBLICATION DATE:	October 8, 2025
REQUEST:	Conditional use approval to operate a massage therapy establishment at the subject property.
MEMBERS PRESENT:	Joseph Donnelly Donald Olsen Walter Szymczak Ewa Weir
MEMBERS ABSENT:	William Beattie Michael Fricano Richard Rogers
STAFF MEMBERS PRESENT:	Antonia Lalagos – Development Planner Ann Choi – Development Planner Jason Shallcross – Director of Community and Economic Development
INTERESTED PARTIES:	None

Chairman Donnelly called the meeting to order at 7:03 PM. Commissioner Szymczak made a motion seconded by Commissioner Olsen to approve the minutes from the Planning and Zoning Commission meeting on August 14, 2025. The minutes were approved 4-0.

After suspending the first item of business, Chairman Donnelly introduced case number PZ-18-25, 834 East Rand Road Unit 12, a request for a conditional use to operate a massage therapy establishment at the subject property.

Ms. Lalagos introduced the subject property, a multi-tenant office condominium building with a mixture of professional office uses. She reported that Unit 12 was purchased in 2022 by Mongolian Massage Therapy Spa Inc. Ms. Lalagos noted that the current owners obtained conditional use approval to operate a massage therapy business via Ordinance 6663.

Ms. Lalagos explained that the petitioner is purchasing the subject property and the business from the current owners. She shared that the business legal entity and DBA, Mongolian Massage Therapy Spa Inc, will remain the same, with the petitioner replacing the current owners as the sole officer of the

corporation. Ms. Lalagos stated that the petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

Ms. Lalagos reported that the business occupies 938 square feet and no changes are proposed for the interior or exterior of the building. She noted that the proposed hours of operation are 10AM to 10PM daily, with services provided by appointment only. According to the petitioner's application, the business will have three licensed massage therapists (the current owners and the petitioner), with the intent to hire additional licensed staff in the future. Services include Mongolian massage, deep tissue massage, and Swedish massage, with hot stone and herbal compress options.

Ms. Lalagos indicated that the subject property is zoned B-4 Corridor Commercial Planned Unit Development (PUD). She asserted that the subject property is a collection of office condominiums with adequate parking. Ms. Lalagos shared that the proposed business is by appointment only and the petitioner expects to have up to ten people on the premises at any time. The petitioner noted in his application that the parking lot has three parking spots reserved for Unit 12.

Ms. Lalagos concluded that staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. She requested that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend approval of the following motion:

"A conditional use to operate a massage therapy establishment at 834 East Rand Road Unit 12, subject to the following conditions:

1. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
2. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
3. A new conditional use approval shall be required for:
 - a. A change of ownership involving 50% or more of the officers or partners;
 - b. A change in legal entity; or
 - c. A change in location."

Ms. Lalagos stated that the Village Board's decision is final for this case.

Seeing no questions from the Commissioners, Chairman Donnelly invited the petitioner to the stand. Chairman Donnelly swore in the petitioner, Ganzorig Ulziitogtokh of Mongolian Massage Therapy Spa Inc, 834 East Rand Rd Unit 12, Mount Prospect.

Chairman Donnelly asked the petitioner to provide a brief description of their case.

Mr. Ulziitogtokh stated that he has a massage therapist license and that he is purchasing the business because the current owner wants to retire.

Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion to approve the conditions as noted in the staff report. Commissioner Weir made a motion and Commissioner Szymczak seconded the motion.

UPON ROLL CALL AYES: Szymczak, Weir, Olsen, Donnelly
 NAYS: None

The Planning and Zoning Commission gave a positive recommendation (4-0) to the Village Board for the November 4, 2025 meeting.

After hearing one more item of new business, Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Weir made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 8:27 PM.



Antonia Lalagos, Development Planner

MINUTES OF THE REGULAR MEETING OF THE PLANNING & ZONING COMMISSION

CASE NO. PZ-21-25 Hearing Date: October 23, 2025

PROPERTY ADDRESS: 1200 E. Algonquin Road, 1200 Dempster Street

PETITIONER: TUR Ventures LLC

PUBLICATION DATE: October 8, 2025

REQUEST: Conditional use to amend a final planned unit development as a major change, Final Plat of Subdivision

MEMBERS PRESENT: Joseph Donnelly
Ewa Weir
Walter Szymczak
Donald Olsen

MEMBERS ABSENT: Michael Fricano
Richard Rogers
William Beattie

STAFF MEMBERS PRESENT: Antonia Lalagos – Development Planner
Ann Choi – Development Planner
Jason Shallcross – Director of Community & Economic Development

INTERESTED PARTIES: Matthew Norton, Attorney, Burke, Warren, MacKay & Serritella; Brett Burnette, Development Manager, Cloud HQ LLC; Don Dixon, Gewalt Hamilton Associates

Chairman Donnelly called the meeting to order at 7:03 PM. Commissioner Szymczak made a motion seconded by Commissioner Olsen to approve the minutes from the Planning and Zoning Commission meeting on August 14, 2025. The minutes were approved 4-0.

After suspending the first item of business and hearing the second item of new business, Chairman Donnelly introduced case number PZ-21-25, 1200 E. Algonquin Road and 1200 Dempster Street, a request for conditional use approval to amend an existing planned unit development (PUD) as a major change and a final plat of subdivision for the subject property.

Ms. Choi gave a detailed overview of the final PUD that was previously approved in 2022 and the changes that were proposed in the 2025 amended proposal. Ms. Choi explained that the petitioner, TUR Ventures LLC, received conditional use approval for a final planned unit development and final plat of subdivision approval on June 21, 2022 to construct three (3) data centers and an electrical

substation. Ms. Choi stated that the petitioner proposes an amendment to the approved PUD for the construction of a two-building data center campus, a second electrical substation, a mechanical yard, a satellite antenna yard, and related site modifications the subject property. Ms. Choi noted that the proposal requires Village Board approval for the final plat and conditional use approval for the final PUD as a major change. Ms. Choi stated that the proposal meets the requirements and standards related to the Village Code, and staff supports the requests.

Ms. Choi concluded that staff finds that the proposal meets the applicable standards contained in the Mount Prospect Zoning Ordinance. She requested that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend approval of the following motion:

1. A final plat of subdivision titled "PLANNED UNIT DEVELOPMENT MOUNT PROSPECT TECHNOLOGY CAMPUPS NO. 2", including the plats of dedication conveying land to IDOT and CCDTH, subject to the conditions listed in the staff report; and
2. A conditional use to amend the planned unit development as a major change, pursuant to Section 14.504(E)(1) of the Village Code, to construct a two-building data center campus consisting of a total combined gross floor area of approximately 2,172,000 square feet, including three hundred sixty-five (365) parking spaces, two (2) electrical substations, mechanical yard, satellite antenna yard, and related site improvements, as identified on the petitioner's plans, subject to the conditions listed in the staff report.

Ms. Choi stated that the Village Board's decision is final for the case.

Commissioner Weir asked if there was a change in lot coverage between the previously approved PUD and the proposal. Ms. Choi responded that the lot coverage for the previously approved PUD was 68% and the 2025 amended plans propose 82%.

Commissioner Weir asked if there were any requirements, such as for lighting, due to the proximity to O'Hare Airport. Ms. Choi was not aware of any requirements related to the proposal, and Chairman Donnelly deferred this question to the petitioner.

Commissioner Weir asked if staff reviewed or addressed any lighting that was required on the building or around the building. Ms. Choi explained that a photometric plan was reviewed and there were areas identified that exceeded what code allows, but that a fully compliant photometric plan would be required at time of building permit.

Commissioner Weir asked if the generators would be for emergency use only or if they would be constantly active. Ms. Choi responded that these would be operational for emergency use only and that the number of generators that would run for testing purposes is still being discussed.

Commissioner Weir asked if the project would be going to the state EPA for review. Director Shallcross responded the project requires EPA permitting since it is an air-emitting project. Director Shallcross responded that the project has already received stormwater IEPA permit approval, and they have not yet received the air emission permit from the IEPA which would occur during the building permit process.

Commissioner Weir asked if the type of fence was defined for the solid substation fence and would the fence fully screen the substation equipment. Ms. Choi responded that staff did not have the final design of the substation fence but that it would be a fully opaque, solid wall and that staff would require a form-liner treatment subject to the approval of the community development director at time of building permit. Ms. Choi explained that the majority of the substation equipment in the first substation ranges from 30 feet and higher, and that the substation wall would screen about half the height of the equipment.

Commissioner Weir asked if the proposed noise levels were reduced from the prior PUD. Ms. Choi stated that some of the noise levels were slightly higher than the previous proposal but that all noise levels were meeting the noise limitations of the Village's code.

Commissioner Weir asked if the landscaping relief requests were needed. Ms. Choi stated that the proposed landscaping does not comply with the strict standards of the perimeter and foundation landscaping requirements, lot coverage, and for open space.

Commissioner Weir inquired about the type of screening proposed around the mechanical yard. Ms. Choi explained that a 55-foot-tall acoustical louver screen wall is proposed and suggested reviewing the elevations or wall section for additional detail.

Commissioner Weir asked if there was a reason for the overall height of the building to be approximately ten stories. Ms. Choi deferred to the petitioner but added that the data center buildings are three stories, and the type of equipment required for data centers would necessitate the height.

Chairman Donnelly asked if the property would be one lot of record since there was one building on two lots. Ms. Choi responded that the property would be subdivided into seven lots. Director Shallcross stated it is possible to have a PUD govern multiple zoning lots.

Chairman Donnelly stated that the lot coverage was proposed at 82% and asked how the development would deal with the stormwater. Director Shallcross stated that the petitioner has redesigned the stormwater basins on-site to accommodate the increase in lot coverage.

Chairman Donnelly asked for clarification on the generator use. Chairman Donnelly asked if the generators would be operating as needed for emergency purposes only or if they would be operational 24/7. Director Shallcross responded that the generators would be working for 80 hours out of the year, for regular testing and maintenance purposes. Director Shallcross stated that the petitioner and staff are working on what circumstances which generators can operate while still meeting the noise emissions requirements. Director Shallcross explained that the project would be conditioned to require that the project sit on a temporary TCO for 90 days and over the 90-day period, the petitioner would be authorized to operate the site in accordance with the PUD. During this period, third-party consultants would analyze the actual output of emissions and verify that the real world emissions meet code.

Chairman Donnelly noted that in some cases data centers have relied on generators as their primary power source when substations were not yet operational and asked if the Village could encounter a similar situation. Director Shallcross responded that Substation #1 will be operational

within the next month and that the PUD amendment includes a switchgear yard to provide power beneath Linneman Road to fully serve ORD1, the larger building along Algonquin Road. He further explained that ORD2 will have its own dedicated Substation #2, which must be completed before that facility becomes operational.

Chairman Donnelly asked whether the screening for the second substation would be similar to that of Substation #1. Director Shallcross explained that Substation #1 is existing and that valuable lessons were learned during its construction. The initial design relied heavily on landscaping for screening, but subsequent ComEd design revisions reduced available planting areas. For Substation #2, staff therefore required a fully screened wall to ensure the facility is not visible.

Chairman Donnelly asked whether Substation #1 would receive a similar solid wall. Director Shallcross stated it would not, noting that it has a decorative fence with barbed wire and substantial landscaping along Dempster Street, but limited landscaping along Linneman Road. Chairman Donnelly then asked about the treatment along the south and east sides of Substation #2. Director Shallcross responded that those sides face inward toward the site and will not be visible from public rights-of-way, so solid or opaque screening was not required.

Chairman Donnelly inquired how stormwater would be managed for the second substation site, noting that the area currently absorbs water but would not do so after development. Director Shallcross explained that the site is included within the overall engineered stormwater management system, which will be reviewed and approved in coordination with the MWRD during the permitting process. Director Shallcross added that no relief is being requested for stormwater management, as all runoff associated with the increased lot coverage will be accommodated within the project's stormwater design.

Commissioner Weir asked about the condition requiring the petitioner to submit testing data, including how frequently such reports would be submitted and what process would follow if the project was found to be out of conformance. Director Shallcross responded that it is the petitioner's responsibility to demonstrate full compliance with all Village emission requirements within the 90-day operational period. Director Shallcross explained that if the project fails to meet those requirements, the petitioner would remain on a temporary Certificate of Occupancy (TCO) and would not be granted a full occupancy permit until the issues are resolved. The petitioner would be required to submit a detailed corrective plan outlining how compliance would be achieved. If compliance cannot be demonstrated, a full occupancy permit would not be issued. Director Shallcross added that the petitioner's consultants have modeled the emissions to a highly detailed level, and staff is confident the project will meet the required standards; however, final confirmation cannot occur until testing data from the constructed facility is available.

Commissioner Weir asked what operational impact there would be if the facility were operating under a TCO rather than a full or final Certificate of Occupancy (FCO). Director Shallcross explained that the intent is for the petitioner to operate under the TCO as they would long-term, so that performance data accurately reflects typical daily operations. Director Shallcross explained that in practice, there should be no difference in day-to-day operations between temporary and full occupancy. Director Shallcross added that the Village has various enforcement mechanisms, including the ability to revoke or allow a TCO to expire, providing multiple layers of oversight for a project under temporary occupancy. Commissioner Weir then asked whether a time limit applies

to the TCO. Director Shallcross stated that the ordinance allows a 90-day period for the petitioner to demonstrate compliance with all applicable code requirements.

Chairman Donnelly invited the petitioners to the stand. Chairman Donnelly swore in the petitioners as a group. The first speaker was Brett Burnette, Director of Development for Cloud HQ, 3855 Inverness Road, Fairfax, VA.

Mr. Burnette stated that the data center industry has evolved significantly in beneficial ways and provided background on CloudHQ, noting that the company develops hyperscale data facilities and, since 2017, has constructed and leased over 5 million square feet of data center space with more than 800 megawatts of capacity. Mr. Burnette added that three data center facilities were developed between 2007 and 2017 in Elk Grove Village and expressed enthusiasm about returning to the Chicagoland area, which he noted is the third-largest data center market in the United States. Mr. Burnette concluded by thanking staff and the Commission for the opportunity to present and indicated that the full consultant team was available to answer any questions.

Chairman Donnelly asked whether the Commission could review a list of the variations or conditions of approval. Director Shallcross explained that this information is included as an appendix to the staff report but noted that, as a PUD, approval functions as a singular request rather than individual variations for each subsection of the code that does not conform. Chairman Donnelly acknowledged that no relief was requested for stormwater management but inquired whether relief was granted for landscaping. Director Shallcross responded that there may be minor nonconformities with the strict provisions of the code and clarified that lighting will be required to meet all code standards at the time of permit issuance.

Commissioner Weir asked for clarification on the potential noise and emissions generated by the diesel generators and how frequently they would operate. Mr. Burnette explained that the generators would serve as backup power only, with primary power supplied from the grid through Substation #1, nearing completion, and future Substation #2 currently under ComEd's review. Mr. Burnette stated that the generators would operate approximately 5–8 hours per year for maintenance testing, staggered so only a few run at a time, and during power outages when grid service is unavailable.

Mr. Burnette stated that ComEd and PJM are experienced in managing regional power demands associated with data centers and ensuring grid reliability. Regarding noise, Mr. Burnette noted that overall sound levels are comparable to those that were approved four years ago due to added spacing and enhanced attenuation measures. From an emissions standpoint, the project will be governed by state and federal EPA low-emission permits, which cap annual operating hours since the generators are intended solely for backup use.

Commissioner Weir asked whether the limit applies per day or per year. Mr. Burnette responded that the permit allows approximately 100 hours per year. When asked about daily limits or evening restrictions, Mr. Burnette stated that testing is limited to 7:00 a.m. – 7:00 p.m.

Commissioner Weir asked what types of sound attenuation were put in place.

Steve Thunder, 847 Randall Road, Elgin, IL, acoustic consultant for the project, was introduced and provided an overview of the proposed noise attenuation measures. Mr. Thunder explained that a 55-foot-tall acoustical louvered screen wall would enclose the mechanical yard, allowing air movement while incorporating acoustical materials to dampen sound. Rooftop noise barriers would consist of solid absorptive walls to block sound from escaping between the penthouses, which are open at the top. Solid panels are also proposed around the TITAN coolers on the rooftop of ORD2, elevated to allow airflow beneath while creating a chimney-like effect to contain sound.

Commissioner Weir asked if the panels would extend from 7 feet up to 66 feet in height. Mr. Thunder clarified that there is a 7-foot gap below the penthouse height to create a more complex acoustic path and improve sound reduction.

Mr. Thunder stated that all generators would be equipped with hospital-grade exhaust silencers reducing sound by 33–39 dB, as well as parallel baffle silencers to maintain airflow while minimizing emissions. Mr. Thunder added that absorption panels would be integrated within the enclosures. Mr. Thunder confirmed the project would comply with all Village daytime, nighttime, and emergency noise limits.

Commissioner Weir asked what the proposed materials would look like. Mr. Thunder responded that the panels would be metal, and can be painted in various colors, with one solid “hard” side and one perforated absorptive side designed to capture sound.

Chairman Donnelly asked whether any leases had been finalized. Mr. Burnette stated that a prospective tenant is well-positioned to occupy the entire ORD1 building. Chairman Donnelly then asked whether two lots of record would still be required if there were only one tenant. Mr. Burnette explained that this is still under consideration, as the lease has not yet been executed, and the petitioner wishes to retain flexibility to construct ORD1 in two phases should two tenants ultimately occupy the building.

Chairman Donnelly asked whether FAA approvals were required, such as rooftop lighting, given the site’s proximity to the airport, and whether any height restrictions applied. Mr. Burnette responded that no rooftop lighting is proposed and that similar requirements did not apply to their other projects. Mr. Burnette noted that FAA permits will be obtained for the buildings and construction cranes, but the site is located outside the airport’s cone of influence.

Commissioner Weir asked what was driving the three-story building height. Mr. Burnette explained that data center stories are typically taller—approximately 20 to 30 feet each—due to the additional space needed above the equipment for cooling systems. Commissioner Weir asked if each floor would serve a different function. Carlos Cutting, project architect, 1821 Prince John Drive, Grand Prairie, TX, stated that floor functionality depends on tenant needs; for this project, the first floor houses cooling equipment, while the second and third floors are programmed for data operations. Mr. Cutting added that as the industry has advanced, equipment has increased in size and capacity, requiring greater height and an additional floor to accommodate system density.

Chairman D invited the public to speak. Mr. Frank Margialardi, 726 W. Dempster Street, Mount Prospect, asked ComEd how the project would affect his electric bill and whether the existing power grid has sufficient capacity to serve the development. Chuck Creager, 361 Windsor Avenue,

Glen Ellyn, representing ComEd, responded that costs would be recovered through the business customer category serving large-load users and would not impact residential customers. Mr. Creager confirmed that ComEd has adequate capacity to accommodate the project.

Commissioner Weir asked if there would be more sustainable materials that will be used instead of sod. Andrea Crosset, 200 South Peyton Street, Alexandria, VA, landscape architect for the project, responded that the project will be using mostly native plantings and will meet all the sustainability requirements. Ms. Crosset reviewed the requirement for street trees and confirmed they will be meeting the number for trees, but not the spacing requirement.

Commissioner Weir asked whether more sustainable materials would be used in place of sod. Ms. Andrea Crosset, 200 South Peyton Street, Alexandria, VA, landscape architect for the project, stated that the landscape plan incorporates primarily native plantings and would meet all sustainability requirements. Ms. Crosset added that while the required number of street trees will be provided, spacing will vary from strict conformance of the landscape code.

Mr. Burnette wanted to clarify that the grassy land on the adjacent United Airlines property would not be used for the project.

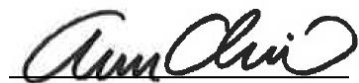
Hearing no further comments or questions, Chairman Donnelly closed the hearing and asked for a motion to approve the conditional use and final plat, subject to the conditions listed in the staff report. Commissioner Szymczak made a motion and Commissioner Olsen seconded the motion.

UPON ROLL CALL AYES: Szymczak, Weir, Olsen, Donnelly
NAYS: None

The Planning and Zoning Commission gave a positive recommendation (4-0) to the Village Board for the October 28, 2025 meeting.

After hearing no more items of new business, Chairman Donnelly asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Weir made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 8:27 PM.



Ann Choi, Development Planner



Item Cover Page

Subject **PZ-26-25 / 17 S Maple Street / CU: Setback Reduction, VARs: Increases to Accessory Structure Size and Height, Lot Coverage, Accessory Structure in Easement / Planning and Zoning Commission and Village Board Final**

Meeting November 13, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N) N

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The Petitioner and property owner, Mitch Kenoe, requests multiple zoning variations and a conditional use to allow the expansion and continued placement of an existing nonconforming accessory structure located at 17 South Maple Street. An existing nonconforming shed, located in the Subject Property's rear yard, and the subject of the zoning request, has been in place for over 30 years, predating the Petitioner's purchase of the home in 2020. The current property owner did not construct the shed, and the Village has no record of a building permit for its original installation. The Petitioner applied for a building permit to convert the existing shed into an art/play studio in the same location with a request to expand the structure to include a porch/patio along its southern elevation as part of a Make-A-Wish Foundation grant for the Petitioner's child. The Village reviewed the permit request and approved the project on a temporary basis. The temporary approval allowed the conversion of the existing shed into an art/play studio to proceed but did not authorize the proposed expansion of the porch/patio area. The temporary approval also requires that the structure be removed prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property. To make the accessory structure, including any proposed expansions, permanent, the Petitioner was advised to seek the necessary relief from the Village's zoning code.

Zoning relief is requested to increase the height, size, and lot coverage of the structure; to reduce the rear yard setback for accessory structures; and to permit its placement within an unplatted easement beneath overhead utility lines. The Planning and Zoning Commission has final authority over variations for accessory height and lot coverage, while the Village Board has final authority over variations for accessory structure size, placement beneath utility lines, and the conditional use for a rear yard setback reduction for accessory structures.

The requests would formalize the structure's continued use as a reasonable accommodation under the Americans with Disabilities Act. All affected utility companies (ComEd, AT&T, and

Comcast) conditionally approved the encroachment and restoration obligations remain with the property owner.

Discussion

Staff finds that the requested relief meets the standards for a reasonable accommodation and conditional use because the structure's use is directly related to the disability-related needs of the Petitioner's child. Accordingly, staff supports approval of the requested variations for height, size, and lot coverage, and the conditional use for rear yard setback reduction, as well as the structure's temporary location within an unplatted easement beneath the overhead utility lines. However, staff does not support allowing the expanded accessory structure to remain within the easement in perpetuity, as such permanence would exceed what is reasonably necessary to accommodate the disability-related use. Staff recommends that the art/play studio be restored to its original nonconforming shed use or demolished entirely prior to issuance of a transfer stamp for any future sale or conveyance of the property.

Additionally, the Petitioner should be required to provide a French drain or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage to the satisfaction of the Village Engineer, prior to issuance of a building permit.

Alternatives

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
 - d. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition(s):

- a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.
6. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as Exhibit B of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and
 - d. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition(s):
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies.
6. Action at the discretion of the Planning and Zoning Commission.

Attachments

1. PZ-26-25 Staff Report
2. PZ-26-25 Administrative Content
3. PZ-26-25 Plans
4. PZ-26-25 Public Comment Letters
5. PZ-26-25 Utility Company Letters
6. Res-26-25 VARs - Lot Coverage and Accessory Structure Height (17 S Maple St)



DATE: November 6, 2025

CASE NUMBER

PZ-26-25

APPLICANT/PROPERTY OWNER

Mitch Kenoe

PUBLIC HEARING DATE

November 13, 2025

PROPERTY ADDRESS/LOCATION

17 S Maple Street

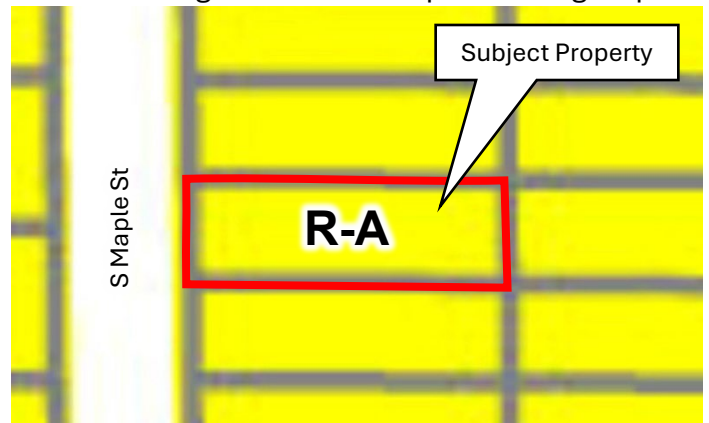
BRIEF SUMMARY OF REQUEST

The “Petitioner” and property owner, Mitch Kenoe, seeks multiple zoning variations—to increase the permitted height and size of an accessory structure, to increase the allowable lot coverage, and to obtain conditional use approval for a rear yard setback reduction applicable to accessory structures—to allow the expansion and continued placement of an existing nonconforming accessory structure beneath overhead utility lines located at 17 South Maple Street (“Subject Property”). The Planning and Zoning Commission has final authority over the variations pertaining to accessory structure height and lot coverage, while the Village Board has final authority over the variations related to accessory structure size, placement beneath overhead utility lines, and the conditional use for a rear yard setback reduction for accessory structures. The proposal satisfies the criteria for reasonable accommodations, and staff is generally supportive of the requested relief.

2024 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING

R-A
Single-Family Residential

EXISTING LAND USE/ SITE IMPROVEMENTS

Residential

SURROUNDING ZONING & LAND USE

North: R-A Single-Family Residential
East: R-A Single-Family Residential (vacant)
South: R-A Single-Family Residential
West: R-S Single-Family Residential

SIZE OF PROPERTY

0.18 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

BACKGROUND / PROPERTY HISTORY

The Subject Property was annexed into the Village in 1917 and is located on the east side of South Maple Street, north of East Busse Avenue. The Subject Property contains a single-family residence with associated improvements, is zoned R-A Single Family Residence, and is bordered by the R-A District on all sides (the R-A zoned properties to the east are currently vacant). Permit records indicate that various improvements have been made since the home's construction, including upgrades to the roof, fencing, front porch, and flatwork.

An existing nonconforming shed, located in the Subject Property's rear yard, and the subject of the zoning request, has been in place for over 30 years, predating the Petitioner's purchase of the home in 2020. The current property owner did not construct the shed, and the Village has no record of a building permit for its original installation. While there is no utility easement platted in the area where the existing shed is located, the structure sits beneath existing overhead utility lines along the east property line (rear portion of the Subject Property). As a result, any future maintenance or repair activity by the utility provider(s) may potentially require access to the area occupied by the shed and/or cause damage to the shed.

Earlier this year, the Petitioner applied for a building permit to convert the existing shed into an art/play studio in the same location with a request to expand the structure to include a porch/patio along its southern elevation. The proposed project is part of a Make-A-Wish Foundation grant for the Petitioner's child. The Village reviewed the permit request and approved the project on a temporary basis. The temporary approval allowed the conversion of the existing shed into an art/play studio to proceed but did not authorize the proposed expansion of the porch/patio area. The temporary approval also requires that the structure be removed prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property. To make the accessory structure, including any proposed expansions, permanent, the Petitioner was advised to seek the necessary relief from the Village's zoning code.

PROPOSAL

The Petitioner is seeking the zoning relief necessary to allow the existing nonconforming accessory structure to remain in place in perpetuity and to further allow the construction of a permanent porch/patio addition that requires additional zoning relief for maximum accessory structure height, size, lot coverage, rear yard setback, and permanent placement of an accessory structure beneath overhead utility lines. The Petitioner is requesting the following zoning relief:

1. A variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet. (+6.7% PZ Final)
2. A variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 square feet. (+205.7% VB Final)
3. A variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement in perpetuity. (CD Dir/VB Final)
4. A variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%. (+12.3% PZ Final)
5. A conditional use permit to reduce the minimum rear yard setback for accessory structures from 3 feet (3'-0") to 2 inches (0'-2") for the construction of an accessory structure. (-94.4% VB Final)

The Petitioner's requests are based on the shed's continued use for the benefit of the property owner's child who has a disability and is intended to ensure compliance with the American with Disabilities Act reasonable accommodation provisions. Pursuant to the ADA's Title II (28 CFR § 35.130(b)(7)(i)), local governments are required to make reasonable modifications or accommodations to policies, practices, and regulations when such modifications are necessary to afford individuals with disabilities an equal opportunity to use and enjoy their housing, unless doing so would fundamentally alter the nature of the program. Staff has considered these considerations in the review and analysis of the requested conditional use and variation requests.

The following table outlines the project's compliance with the bulk regulations and accessory structure requirements for the R-A Single Family Residential district.

Minimum Setbacks	R-A Code Requirement	Proposed	
		Art Studio Only	Art Studio with Porch/Patio
Front (W)	30'	No change	
Interior Side (N)	5.0'	No change	
Interior Side (S)	5.0'	No change	
Rear (E)	25'	No change	
Max. Lot Coverage	50% (3928 SF)	54.9% 4310 SF (+382 SF or 9.7%)	56.2% 4413 SF (+485 SF or 12.3%)
Max. Front Yard Coverage	45%	No change	
Max. Floor Area Ratio	0.50	0.40	0.40
Max. Height for Sheds	10 feet	10.67' (+6.7%)	
Max. Size for Sheds	157 SF	220 SF (+140.1%)	323 SF (+205.7%)
Setbacks for Accessory Structures	3' from side and rear property lines	3'-1" from interior side property line 0'-2" from rear property line	

Conditional Approval from Public Utility Companies

Per staff's request, the Petitioner obtained conditional approvals from ComEd, AT&T, and Comcast for the proposed encroachment. All three utility providers stated they have no objection to the art studio/shed and porch/patio within the easement, provided the improvements do not interfere with utility access or maintenance. Each approval places responsibility on the property owner to remove or restore the structures at their own expense if access is required. ComEd's approval prohibits expansion and is subject to binding terms and conditions; AT&T emphasized that the structure remains at the owner's risk; and Comcast advised contacting J.U.L.I.E. before excavation and coordinating any facility relocations directly with the company.

Staff recommends approval of the shed's continued location beneath the overhead utility lines, including the associated increases in lot coverage, size, and height for the conversion of the shed into an art/play studio with an attached porch/patio, as part of the reasonable accommodation request, because its use is tied to the disability-related needs of the Petitioner's child. However, staff does not support the request to allow the accessory structure, including the porch/patio addition, to remain

within the easement in perpetuity, as this would extend beyond what is reasonably necessary to accommodate the disability-related needs of the Petitioner's child. Accordingly, staff recommend conditions requiring the Petitioner to restore the art/play studio to its original nonconforming shed use or demolish the entirety of the structure prior to the issuance of a transfer stamp for any future sale or conveyance of the property. Staff also recommends that the Petitioner provide storm water detention for the area exceeding allowable lot coverage to the satisfaction of the Village Engineer prior to the issuance of a building permit.

PUBLIC COMMENTS

Three letters of support were submitted by neighboring properties on Maple Street. The public comment letters are included with this staff report.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in **Exhibit A** and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

STAFF RECOMMENDATION

Staff finds that the proposed conditional use and variations satisfy the criteria for a reasonable accommodation under the Americans with Disabilities Act. However, staff does not support the Petitioner's request to authorize the expanded accessory structure to remain in perpetuity. Staff requests that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission to **approve** and **recommend approval** of the following:

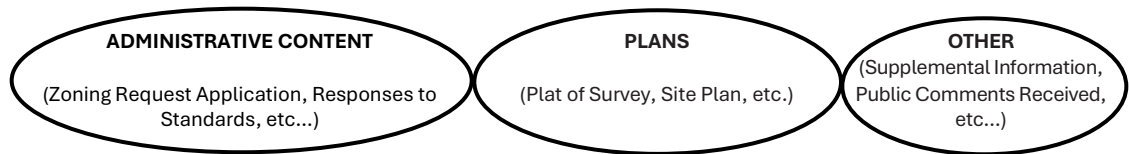
"Motion to:

1. **Approve** a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet.
2. **Approve** a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:
 - a. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer.
3. **Recommend approval** of a conditional use to reduce the minimum rear side yard setback applicable to accessory structures from three feet (3'-0") to zero feet two inches (0'-2") for the construction of an accessory structure at 17 S Maple Street, Case No. PZ-26-25, subject to the following conditions:
 - a. The conditional use for the reduced rear yard setback for accessory structures shall apply to the art/play studio including the porch/patio addition only and shall not apply to any other principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as **Exhibit B** of the staff report;
 - c. The art/play studio shall be used only for personal, non-commercial purposes consistent with the Make-A-Wish Foundation request and satisfy Village Home Occupation regulations; and

- d. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property.
4. **Recommend approval** of a variation from Section 14.306(B)(1)(b) to permit an increase to the maximum size requirement of an accessory structure from 157 square feet to 323 SF.
5. **Recommend approval** of a variation from Section 14.306(B)(2)(c) to permit an accessory structure to be constructed within an easement, subject to the following condition(s):
 - a. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies."

The Planning and Zoning Commission's decision is final for the variations requesting an increase to the maximum height requirement of an accessory structure and to permit an increase to the maximum lot coverage requirement; the Village Board's decision is final for the variations requesting an increase to the maximum size requirement of an accessory structure, to permit an accessory structure to be constructed beneath overhead utility lines, and the conditional use request to allow a reduction in the required rear yard setback applicable to accessory structures.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings: The Petitioner states that the accessory structure will serve as a non-habitable art and play studio, consistent with the character of the surrounding residential neighborhood and not detrimental to public health, safety, or welfare. The Petitioner further states that all construction will comply with current building codes and undergo required inspections. Per the Petitioner, the project is expected to have no adverse impact on neighboring properties, public utilities, or access, and will not interfere with future development. According to the Petitioner, the proposal aligns with the Village's Comprehensive Plan by supporting family-oriented housing, enhancing neighborhood character, and providing a unique community benefit through the Make-A-Wish Foundation project.

Staff's Findings: The establishment and continued maintenance of the accessory structure as a non-habitable art/play studio will not be detrimental to public health, safety, morals, comfort, or general welfare. The structure would be fully contained on private property, and will be brought into compliance with applicable building, electrical, and fire-safety codes through permit inspection. The conditional use will not be injurious to the use or enjoyment of other property in the vicinity, nor will it diminish or impair neighborhood property values. The structure has existed in its current location for more than 30 years without complaint or adverse impact. The structure occupies an established location within the rear yard and will not impede the normal or orderly development of surrounding properties. Adequate public utilities, drainage, and related facilities are provided to the site and the Petitioner is required to coordinate with all applicable utility providers and comply with any conditions they impose due to the structure's location beneath overhead utility lines. The project does not alter vehicular access to the site, increase traffic volume, or impact on-street parking. The structure's use as a non-habitable art/play studio will not generate additional trips or congestion on public streets. Allowing the existing shed to remain as an adaptive art/play studio is consistent with those goals. The conditional use request is also consistent with Goal 3 of the *Village of Mount Prospect's 2024–2029–2039 Strategic Plan*, which focuses

on the evaluation of current zoning regulations to promote single-family residential neighborhoods. This goal, which staff is currently evaluating via proposed text amendments, includes exploring ways to allow property owners in single-family residential districts greater flexibility to enhance and improve their properties. The proposed conditional use aligns with this goal by supporting reasonable residential reinvestment while maintaining compatibility with surrounding properties. Given the nature of the proposal, the support expressed by neighboring property owners, and its conformance with the Village's strategic plan, staff recommends approval of the requested conditional use.

VARIATION STANDARDS

Section 14.203.C.9 of the Village of Mount Prospect Zoning Ordinance provides a variation from the regulations of this chapter shall not be granted or recommended for approval by the planning and zoning commission unless findings of fact based on evidence are made in each specific case that affirm the following standards:

1. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a specific hardship to the owner would result, as distinguished from a mere inconvenience if the strict letter of the regulations was to be applied;
2. The conditions upon which an application for a variation are based are unique to the property for which the variation is sought and are not generally applicable to other property within the same zoning classification;
3. The purpose of the variation is not based primarily upon a desire to increase financial gain;
4. The alleged difficulty or hardship is caused by this chapter and has not been created by any person presently having an interest in the property;
5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
6. The granting of the variation will not alter the essential character of the neighborhood; and
7. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Petitioner's Findings: The Petitioner contends that there is no practical alternative location that accommodates the structure without encroaching slightly into the easement because of the narrow lot shape and the existing placement of the detached garage and shed. The Petitioner explains that the art studio is needed to create a safe, accessible environment for the Petitioner's chronically ill child's Make-A-Wish project, which would not be possible under the strict letter of the code. The Petitioner states that the property's configuration and existing improvements make it uniquely constrained. Per the Petitioner, the shed was an existing detached accessory structure prior to the Petitioner's ownership. The Petitioner also states that the purpose of the variation requests is entirely personal and compassionate — to fulfill a Make-A-Wish project for the Petitioner's child and not to seek any commercial or financial benefits. The Petitioner further states that the hardship arises from the lot layout and the existing shed placement (which predates the Petitioner's ownership), conditions inherited with the property that were not created by the homeowner. The Petitioner attests that the art studio is small in scale, visually consistent with the neighborhood, and does not create any issues related to traffic, drainage, or utilities. The structure remains subject to access for maintenance, ensuring no negative impact on public services. The Petitioner states that the structure and materials match the surrounding residential environment and the completed Make-A-Wish art/play studio will enhance neighborhood character and value, serving as a positive, family-centered improvement and a source of inspiration for children and families in the area.

Finally, the Petitioner states that the studio's height (10.67 ft) and location do not obstruct light or airflow, increase traffic, or pose fire or drainage concerns. The structure has been reviewed for compliance with all applicable building and safety standards.

Staff's Findings: The staff-supported variations are not motivated by a desire to increase financial gain. The Petitioner seeks to retain and adapt the existing shed for use as an art/play studio that supports the medical and therapeutic needs of their child under a Make-A-Wish Foundation grant. The existing shed pre-dates the Petitioner's purchase of the home in 2020 and has existed in its present location for more than three decades without Village approval. Allowing the existing shed to remain in its current location will not be detrimental to public welfare or injurious to nearby properties. The Petitioner will be required to coordinate with all applicable utility providers and comply with any conditions they impose due to the shed's location beneath overhead utility lines. All construction related to the conversion will meet applicable building, electrical, and fire-safety codes. The existing shed is consistent with the residential character of the neighborhood and its adaptive reuse as a non-habitable art/play studio will not alter the appearance, scale, or overall character of the surrounding area. The structure will also be required to be restored to its original state or be removed entirely upon the sale of the property, ensuring that the impacts to the neighboring (east) property directly impacted by the structure will be minimized. Although the project does not meet the zoning hardship requirement under the standards for variations, it satisfies the criteria for a reasonable accommodation under the Americans with Disabilities Act. The requested relief is necessary to allow the property to be used in a manner that accommodates the disability-related needs of the Petitioner's child, and the Petitioner has secured conditional approvals from all affected utility providers to ensure the improvements can coexist safely within the easement.

This hand-drawn site plan illustrates a property located on S. Maple Street. The plan includes the following details:

- Property Dimensions:** The lot is 50'-0" wide and 157'-1 1/2" deep.
- Buildings and Structures:**
 - BRICK RESIDENCE NO. 17:** Located in the center of the lot, with a footprint of 29'-1 1/2" by 42'-1 1/2". It features a "ROOFED CONCRETE PATCH" and a "CONC. WALK" leading to the entrance.
 - BRICK GARAGE:** Situated to the west of the residence, with a footprint of 20'-4 3/4" by 25'-6 1/2".
 - SHED:** Located to the north of the garage, with a footprint of 14'-2 1/2" by 14'-2 1/2".
 - BRICK PATIO:** Adjacent to the residence.
- Driveway and Walkways:**
 - A "CONCRETE DRIVEWAY" runs along the west side of the residence.
 - A "BRICK WALK" leads from the driveway to the residence.
 - A "CONC. WALK" leads from the driveway to the garage.
- Setbacks and Boundary Lines:**
 - North Line:** 157'-1 1/2"
 - West Line:** 50'-0"
 - South Line:** 157'-1 1/2"
 - East Line:** 50'-0"
- Other Features:**
 - WOOD FENCE:** Located along the north and east boundaries.
 - IRON ROD AT LOT CORNER:** Located at the northeast corner.
 - WOOD FENCE SOUTH 0'-2 1/2" WEST ON LINE:** Located along the south boundary.
 - WOOD FENCE 0'-2 1/2" WEST ON LINE:** Located along the west boundary.
 - WOOD FENCE 0'-2 1/2" WEST ON LINE:** Located along the east boundary.
 - WOOD FENCE 0'-2 1/2" WEST ON LINE:** Located along the south boundary.
 - WOOD FENCE 0'-2 1/2" WEST ON LINE:** Located along the north boundary.
- Notes:**
 - "CROSS-NORTH IN WALK IS 2'-0" WEST OF LOT CORNER"
 - "CROSS-NORTH IN WALK IS 15'-0" WEST OF LOT CORNER"
 - "CROSS-NORTH IN WALK IS 15'-0" WEST OF LOT CORNER"



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: PZZ25-000026 Date of Submission: 10/01/2025 Hearing Date: _____
Project Name/Address: PZ-26-25: 17 S Maple St (CU: Setback Reduction, VARs: Lot Coverage, Accessory Size & Height, Accessory Structure in Easement for a Make A Wish Playhouse)

I. Subject Property

Address(es): 17 S Maple St
Zoning District(s): RA Property Area (SqFt and/or Acreage): _____
Parcel Index (PIN(s)): 08-12-105-009-0000

II. Zoning Request(s) (Check all that apply)

- ☒ Conditional Use: For Setback Reductions
☒ Variation(s): To Individual lot single family request
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

Summary of Proposal – Zoning Request for 17 S. Maple St., Mount Prospect, IL

The applicant, Mitchel Kenoe, requests zoning relief to allow the permanent conversion of an existing accessory shed located at 17 S. Maple St. into a non-habitable art/play studio, together with approval for a modest front porch/patio (hardscape) addition.

This project originated as part of a Make-A-Wish Foundation grant for the applicant's daughter, who has undergone extensive medical treatment and trauma. The Village has already approved the project on a temporary basis through permit RB25-001501, with Ace Handyman Services as General Contractor and A to Z Electric as the licensed electrical contractor.

Project Details

- Accessory Structure Use: Permanent non-habitable art/play studio, not used as a dwelling.
- Hardscape Addition: Small front porch/patio (approx. 6–8 ft depth by 12–14 ft width; final design to be reviewed at permit stage) to provide safe, accessible entry.
- Design & Compliance: Construction will conform to applicable building codes, inspections, and safety requirements. The structure remains subject to Village rights for utility/easement access.
- Neighborhood Character: Scale and materials will remain consistent with residential surroundings. The project will not negatively affect drainage, traffic, or property values.

Purpose of Zoning Request

The zoning request is intended to:

1. Transition the temporary approval into a permanent right for use of the accessory structure as a studio.
2. Secure approval for the porch/patio hardscape addition that could not be included under the temporary permit.
3. Provide assurance of restoration rights should the structure ever be removed for easement or utility access.

Justification

This project delivers a unique community and family benefit under extraordinary medical hardship circumstances while maintaining consistency with the Village Comprehensive Plan. It is a small-scale, compatible use that enhances the quality of life for the Kenoe family and has no adverse impact on neighboring properties.

IV. Applicant (all correspondence will be sent to the applicant)

Name:	Mitch Kenoe	Corporation:	
Address:	17 S. Maple St.		
City, State, ZIP Code:	MOUNT PROSPECT IL 60056		
Phone:	(847) 627-6708	Email:	mdkenoe@hotmail.com
Interest in Property:			

V. Property Owner

☐ Check if Same as Applicant

Name:	Mitchel D Kenoe	Corporation:	
Address:	17 S Maple St		
City, State, ZIP Code:	Mount Prospect, IL 60056		
Phone:		Email:	

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant:

Date:



(Print or Type Name)

Mitch Kenoe

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner:

Date:

(Print or Type Name)



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Affidavit of Ownership

COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, Mitchel Kenoe, under oath, state that I am
(print name)

- ☒ the sole owner of the property
☐ an owner of the property
☐ an authorized officer for the owner of the property

commonly described as _____
(property address and PIN) 17 S. Maple St. Mount Prospect, IL 60056 PIN
08-12-105-009-0000

and that such property is owned by Mitchel & Katie Kenoe as of this date.
(print name)

Mitchel Kenoe

Signature

Subscribed and sworn to before

me this _____ day of

_____, 20____.

Notary Public



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Property Owner

☒ Check if Same as Applicant

Name: Mitchel Kenoe Corporation: _____
Address: 17 S. Maple St.
City, State, ZIP Code: Mount Prospect, IL 60056
Phone: 847-627-6708 Email: mdkenoe@htoamil.com

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant: Mitchel Kenoe Date: 10/01/2024
(Signature)
Mitchel Kenoe
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner: _____ Date: _____
(Signature)

(Print or Type Name)

TOTAL PAYMENT DUE

By 12/01/25

\$0.00

2024 First Installment Property Tax Bill - Cook County Electronic Bill

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township Classification

08-12-105-009-0000 049 16016 2024 (2025) ELK GROVE 2-04

IF PAYING LATE, PLEASE PAY

12/02/2025 - 01/01/2026 \$0.00

01/02/2026 - 02/01/2026 \$0.00

02/02/2026 - 03/01/2026 \$0.00

LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.66%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
Mt Prospect Park District	\$34,370,083	\$36,220,947	\$3,999,183	88.96%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
Mount Prospect Public School District 57	\$13,474,975	\$30,139,252	\$10,497,291	65.17%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Elk Grove	\$70,673	\$7,617,011	\$398,884	94.76%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%
Total	\$12,237,000,390	\$31,079,100,652	\$16,516,006,141	

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](https://www.cookcountytreasurer.com)

PAY YOUR TAXES ONLINE

Pay at [cookcountytreasurer.com](https://www.cookcountytreasurer.com) from your bank account or credit card.

IMPORTANT MESSAGES

TAX CALCULATOR

2023 TOTAL TAX

11,471.35

2024 ESTIMATE

X

55%

2024 1st INSTALLMENT

=

6,309.24

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

PROPERTY LOCATION

MAILING ADDRESS

17 S MAPLE ST
MOUNT PROSPECT IL 60056

MITCHEL D KENOE
17 S MAPLE ST
MT PROSPECT IL 60056-3227

*** Please see 2024 First Installment Payment Coupon next page ***

2024 First Installment Property Tax Bill

Cook County Payment Coupon

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE \$0.00 By 12/01/25 If paying later, refer to amounts above.		IMPORTANT PAYMENT MESSAGES Cook County eBill Click to pay online Click to update Mailing Name/Address		Property Index Number (PIN) 08-12-105-009-0000 Amount Paid \$		T1LG Volume 049	
SN 0020240100 RTN 500001075 AN (see PIN) TC 008922							

[illegible]

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

**COOK COUNTY TREASURER
PO BOX 805436
CHICAGO IL 60680-4155**

Property: 17 S. Maple St., Mount Prospect, IL 60056

Applicant: Mitchel Kenoe

Project: Permanent approval of Make-A-Wish art/play studio (existing detached shed with small porch/patio addition)

a. Physical surroundings / hardship

Because of the narrow lot shape and the existing placement of the detached garage and shed, there is no practical alternative location that accommodates the structure without encroaching slightly into the easement. The space is needed to create a safe, accessible environment for my chronically ill daughter's Make-A-Wish project, which would not be possible under the strict letter of the code.

b. Unique conditions of the property

The property's configuration and existing improvements make it uniquely constrained. The shed was an existing detached accessory structure prior to our ownership, and the rear-yard utility easement runs unusually close to that location compared to other neighborhood lots.

c. Not for financial gain

The purpose of this request is entirely personal and compassionate — to fulfill a Make-A-Wish project for my child. No commercial or financial benefit is sought.

d. Hardship not self-created

The hardship arises from the lot layout, the existing shed placement (which predates our ownership), and the dimensional restrictions within the zoning code. These conditions were inherited with the property and not created by the homeowner.

e. No detriment to public welfare or neighbors

The studio is small in scale, visually consistent with the neighborhood, and does not create any issues related to traffic, drainage, or utilities. The structure remains subject to Village access for maintenance under the easement agreement, ensuring no negative impact on public services.

f. No change to neighborhood character

The structure and materials match the surrounding residential environment. If anything, the completed Make-A-Wish art/play studio will enhance neighborhood character and value, serving as a positive, family-centered improvement and a source of inspiration for children and families in the area.

g. No impact on light, air, or safety

The studio's modest height (10.67 ft) and location do not obstruct light or airflow, increase traffic, or pose fire or drainage concerns. The structure has been reviewed for compliance with all applicable building and safety standards.

Mitchel Kenoe

Mitchel Kenoe

(847) 627-6709

mdkenoe@hotmail.com

1. Public Health, Safety, and Welfare

The accessory structure is being used as a non-habitable art/play studio. It will not be detrimental to public health, safety, or welfare. All construction will meet current building codes and pass required inspections.

2. Impact on Neighboring Properties

The studio will not injure the use or enjoyment of neighboring properties. It is a small-scale, accessory use consistent with residential surroundings and will not diminish property values.

3. Orderly Development

The project does not interfere with future development of adjacent properties. It remains within the character of the residential neighborhood.

4. Public Utilities & Access

All necessary utilities are existing and adequate. The easement waiver acknowledges that the Village or utility providers may access the property if needed, with restoration rights maintained.

5. Ingress and Egress

The structure is located on a private lot and does not increase traffic congestion. No additional parking or roadway impact is expected.

6. Comprehensive Plan Alignment

The proposal aligns with the Village's Comprehensive Plan objectives of supporting family housing, enhancing community character, and providing for reasonable accessory uses.

7. Compliance with Zoning Regulations

The project otherwise complies with applicable zoning regulations. Relief is sought solely to allow the conversion and future porch/patio as part of a Make-A-Wish project, providing a unique community benefit

From: [Kenoe, Mitch](#)
To: [Choi, Ann](#)
Subject: RE: Responses to Variation Standards
Date: Monday, November 3, 2025 6:29:08 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Hi Ann,

Thank you for your thoughtful note and for continuing to guide us through the review process. I truly appreciate the Village's care and professionalism as we complete the steps toward final approval.

Regarding the medical documentation, June has a well-documented health history and her diagnoses clearly qualify under the ADA. Her participation in a Make-A-Wish project was based on that verified medical status, and the structure serves as a therapeutic and restorative space that directly supports her daily functioning. If formal confirmation is still required, I can provide a brief supporting note from her treating physician.

As for the lot-coverage question, if it becomes necessary we're open to reviewing the property for small reductions to impervious areas. That said, we hope the Village will recognize the project's uniqueness and proximity to downtown as contributing to both the property's value and the surrounding neighborhood's character.

Regarding relocation, the shed was an existing detached accessory structure well before our ownership. It's anchored to a fixed concrete slab and served as the foundation for the Make-A-Wish conversion, which included insulation, wiring, and drywall. Relocation at this stage would require demolition and would undo the work that was already permitted and inspected under the temporary conversion. If there's any way to make an adjustment without full reconstruction, we'd be glad to explore it.

We are approaching final inspection on the temporary permit, and I appreciate the Village's understanding that this discussion is taking place near the close of that process. My goal is to ensure we move forward collaboratively toward permanent zoning relief that balances both compliance and compassion for June's needs.

Thank you again for your guidance and thoughtful consideration. Please let me know if you'd like to discuss any details before the packet is finalized.

Warm regards,

Mitch Kenoe

Sr. Director, North American Marketing | Nobel Biocare

Mitchel.Kenoe@EnvistaCo.com

M: +1 (847) 627-6708 | Brea, CA USA

nobelbiocare.com



Nobel Biocare is part of Envista, a global family of more than 30 trusted dental brands, united by a shared purpose:

to partner with professionals to improve lives.



From: Choi, Ann <AChoi@mountprospect.org>

Sent: Monday, November 3, 2025 4:36 PM

To: Kenoe, Mitch <mitchel.kenoe@envistaco.com>

Subject: RE: Responses to Variation Standards

Good afternoon, Mitch,

As part of the Village's review of your zoning requests, we are seeking additional information to help us better understand how the requested zoning relief relates to the requested accommodations. Specifically, staff respectfully requests documentation or a brief statement from a qualified medical or therapeutic professional that confirms there is a disability and that the relief being sought beyond what has already been obtained is reasonably necessary to accommodate the disability. This information will assist staff in evaluating the request under the Americans with Disabilities Act and ensure that any relief granted is directly connected to the requested accommodations.

As it relates to the increased lot coverage request, would you be willing to remove or reduce certain impervious areas on the property to bring the overall lot coverage as close to code compliant as possible?

You may have already discussed this with Jason Shallcross during the building permit review, so I apologize if my question is redundant. Would you consider relocating the shed to another area of the backyard to reduce the number of zoning relief requests?

Please reach out if you have any questions.

Thank you,

Ann Choi, LEED® Green Associate™

Development Planner | Community Development Department

Village of Mount Prospect

50 S. Emerson Street, Mount Prospect, IL 60056

P: (847) 818-5314 F: (847) 818-5329 W: mountprospect.org



From: Kenoe, Mitch <mitchel.kenoe@envistaco.com>

Sent: Monday, November 3, 2025 7:24 AM

To: Choi, Ann <AChoi@mountprospect.org>

Subject: RE: Responses to Variation Standards

Will this suffice?

Mitch Kenoe

Sr. Director, North American Marketing | Nobel Biocare

Mitchel.Kenoe@EnvistaCo.com

M: +1 (847) 627-6708 | Brea, CA USA

nobelbiocare.com



Nobel Biocare is part of Envista, a global family of more than 30 trusted dental brands, united by a shared purpose:

to partner with professionals to improve lives.



From: Choi, Ann <AChoi@mountprospect.org>

Sent: Monday, November 3, 2025 7:00 AM

To: Kenoe, Mitch <mitchel.kenoe@envistaco.com>

Subject: Responses to Variation Standards



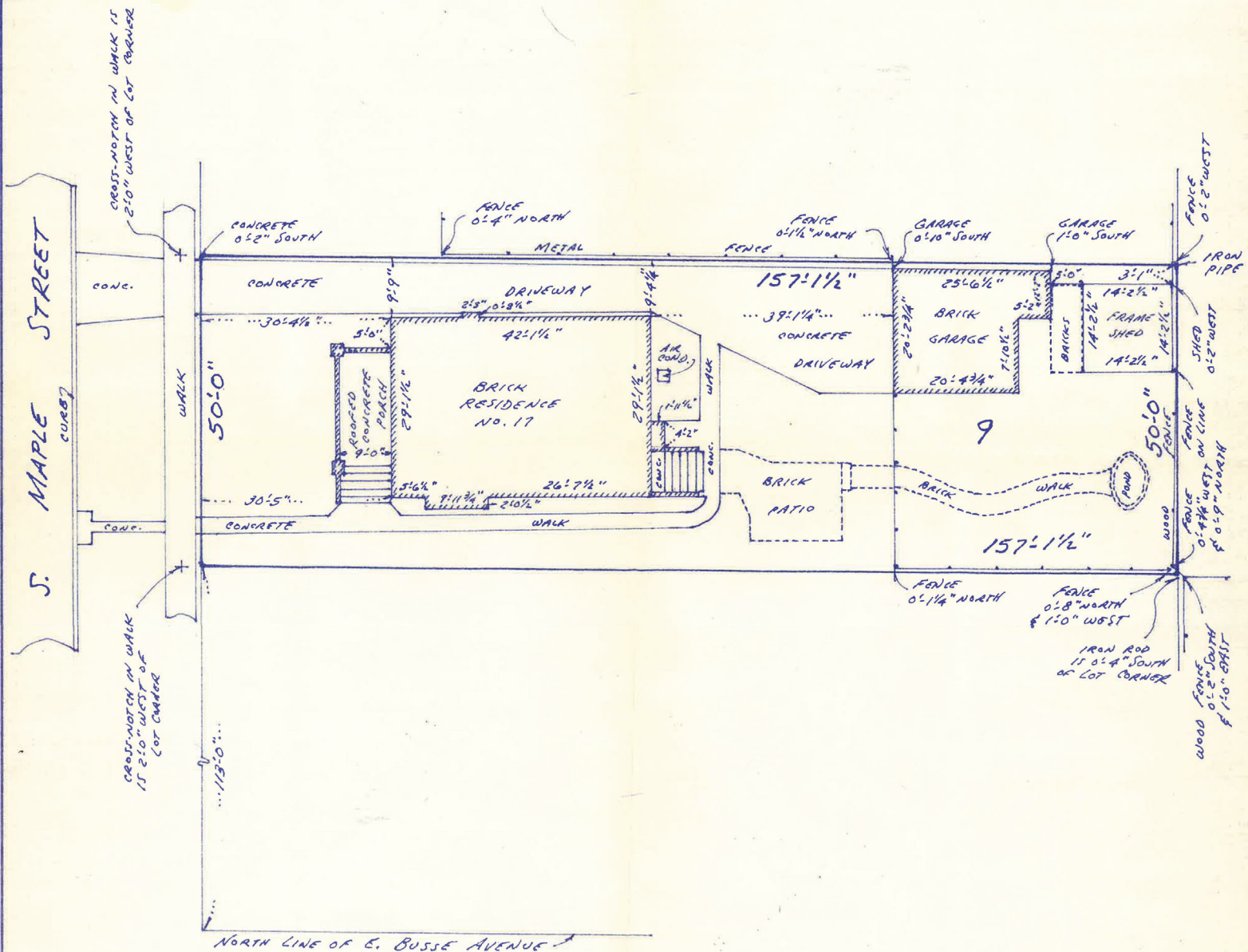
(2)



301 N. Wille Street
Mt. Prospect, Il. 60056

(847) 255-3512

Lot 9 in Block 6 in Busse and Wille's Resubdivision in Mount Prospect,
in the West $\frac{1}{2}$ of Section 12, Township 41 North, Range 11, East of the
Third Principal Meridian, in Cook County, Illinois.

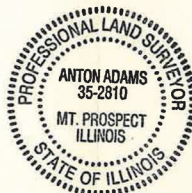


ORDER NUMBER: 49637

FIELD BOOK: 41-11-48 PAGE: 101

ORDERED BY: Neil J. Kaiser, Ltd.

Compare legal description on this plat with deed or title policy. Compare all points before building by same and report any differences at once. Building lines and easements, if any, are shown as they appear on the recorded plat of subdivision, otherwise refer to deed, title policy or Zoning ordinances. Distances or angles shown may not be assumed by scaling.



STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, **ANTON ADAMS**, Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and that the plat hereon drawn is a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

MOUNT PROSPECT, ILLINOIS. August 17 A.D. 2020

Illinois Professional Land Surveyor
License #35-2810 expires 11/20

Legal Description

Lot 9 in Block 6 in Buse and Wilke's Subdivision in Mount Prospect, being a subdivision of part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

This legal description is taken directly from the Plat of Survey prepared by Anton Adams, Illinois Professional Land Surveyor, dated August 17, 2020.

S. MAPLE STREET

CROSS-NOTCH IN WALK IS
2'-0" WEST OF LOT CORNER

CONC.

WALK

50'-0"

CONC.

CROSS-NOTCH IN WALK
IS 2'-0" WEST OF
LOT CORNER

113'-0"

CONCRETE
0'-2" SOUTH

CONCRETE

FENCE
0'-4" NORTH
METAL

DRIVEWAY

157'-1 1/2"

FENCE
0'-1 1/2" NORTH

GARAGE
0'-10" SOUTH

GARAGE
1'-0" SOUTH

FENCE
0'-2" WEST

IRON
PIPE

14.8

14.8

SHED 0'-2" WEST OF
PROPERTY LINE

50'-0"

FENCE
0'-4 1/2" WEST ON LINE
± 0'-9" NORTH

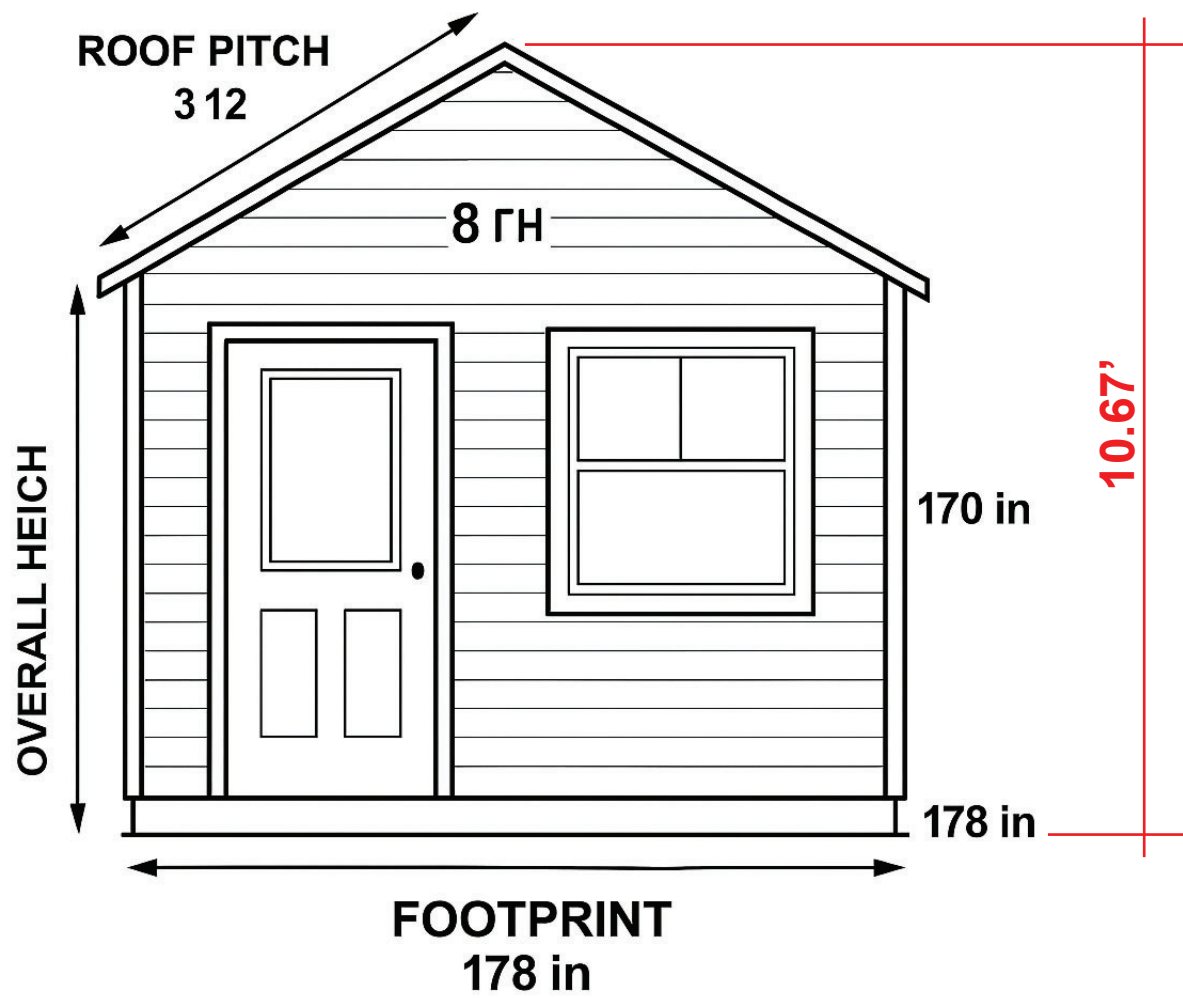
FENCE
0'-1 1/4" NORTH

FENCE
0'-8" NORTH
± 1'-0" WEST

IRON ROD
IS 0'-4" SOUTH
OF LOT CORNER

WOOD FENCE
0'-2" SOUTH
± 1'-0" EAST

NORTH LINE OF E. BUSSE AVENUE





DESIGN PACKAGE

FEBRUARY 18, 2025

CONTACT INFO

Design on Pine, LLC
220 S. Pine St.
Mount Prospect, IL 60056
ContactDesignOnPine@gmail.com

CLIENT INFO

Katie, Mitch, and June Kenoe
17 S. Maple St.
Mount Prospect, IL 60056
kkenoe6@gmail.com

table of contents

2

Site Visit Photos & Notes

3

Inspiration Mood Board

4

2D Floor Plan

5

Design Images

18

Design Notes & Additional Dimensions



EXISTING SHED NOTES:

- Currently, the shed is used for storage, with one large garage door, concrete floor, and exposed framing interior.
- Garage door is on the south side of the shed
- One small window is located on the west side of the shed, facing an exterior storage area

CLIENT DISCUSSION NOTES:

- Client would like to visualize how the shed interior can be laid out with a lofted area, TV area, desk area, and space for a mini fridge.
- Color inspiration: Light blue (Prospect High School Columbia Blue)
- Interested in including a deck with hanging chairs and pergola
- Discussed adding a skylight or window to let in more natural light

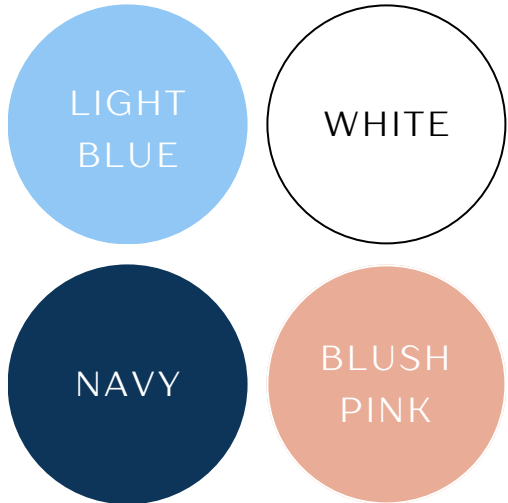




LOFTED PLAY AREA INSPIRATION



SHIP LAP



COLOR PALETTE



INSPIRATION MOOD BOARD

17 S. MAPLE – KENOE
DESIGN PACKAGE





Ceiling Fan to be centered East-West on the door, and North-South in the non-lofted half of the shed. Ceiling Fan to include a light.

Designs are for visual purposes only, to provide an overall plan for the design.

Any structural or utility changes are the responsibility of the client to hire the appropriate professionals to review & go through permitting/zoning/code review as needed.

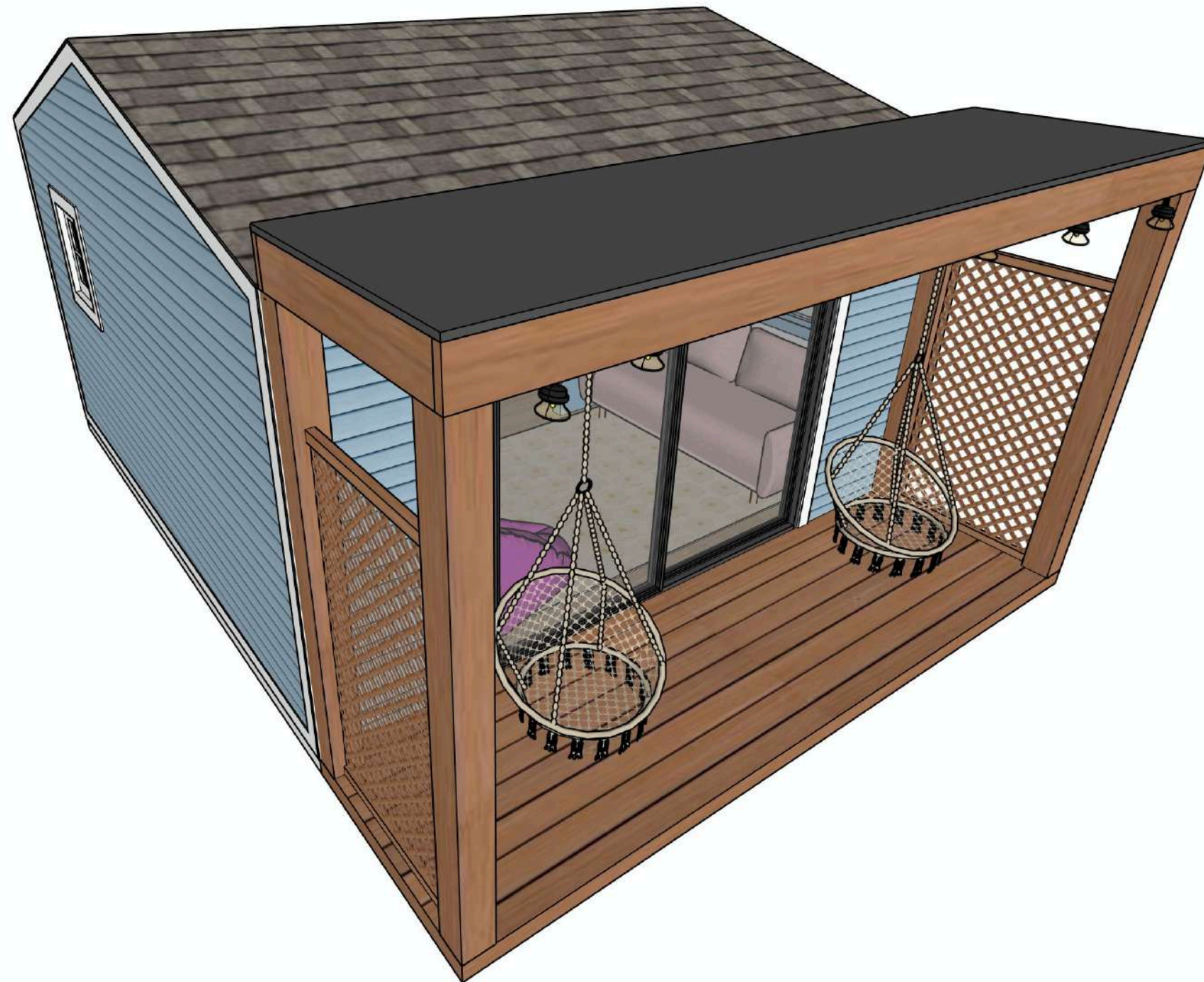
Dimensions provided are approximate and client/contractor is responsible for their own measurements before installation.

Client/Contractor to determine details regarding wood types/sizes etc. for any proposed carpentry.

Client/Contractor to determine locations of utilities not shown in the design images, such as outlets, light switches, HVAC, etc.

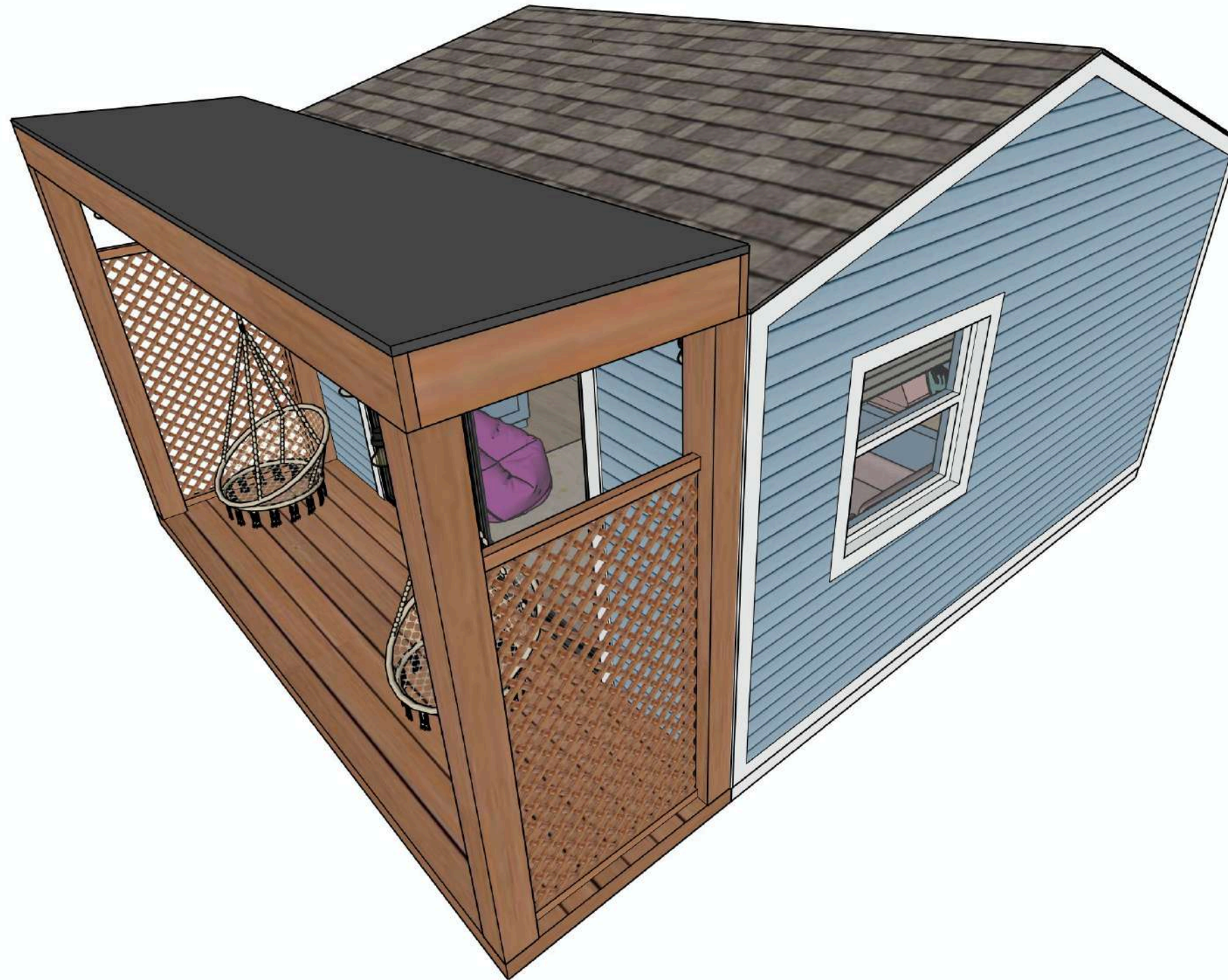
2D FLOOR PLAN

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

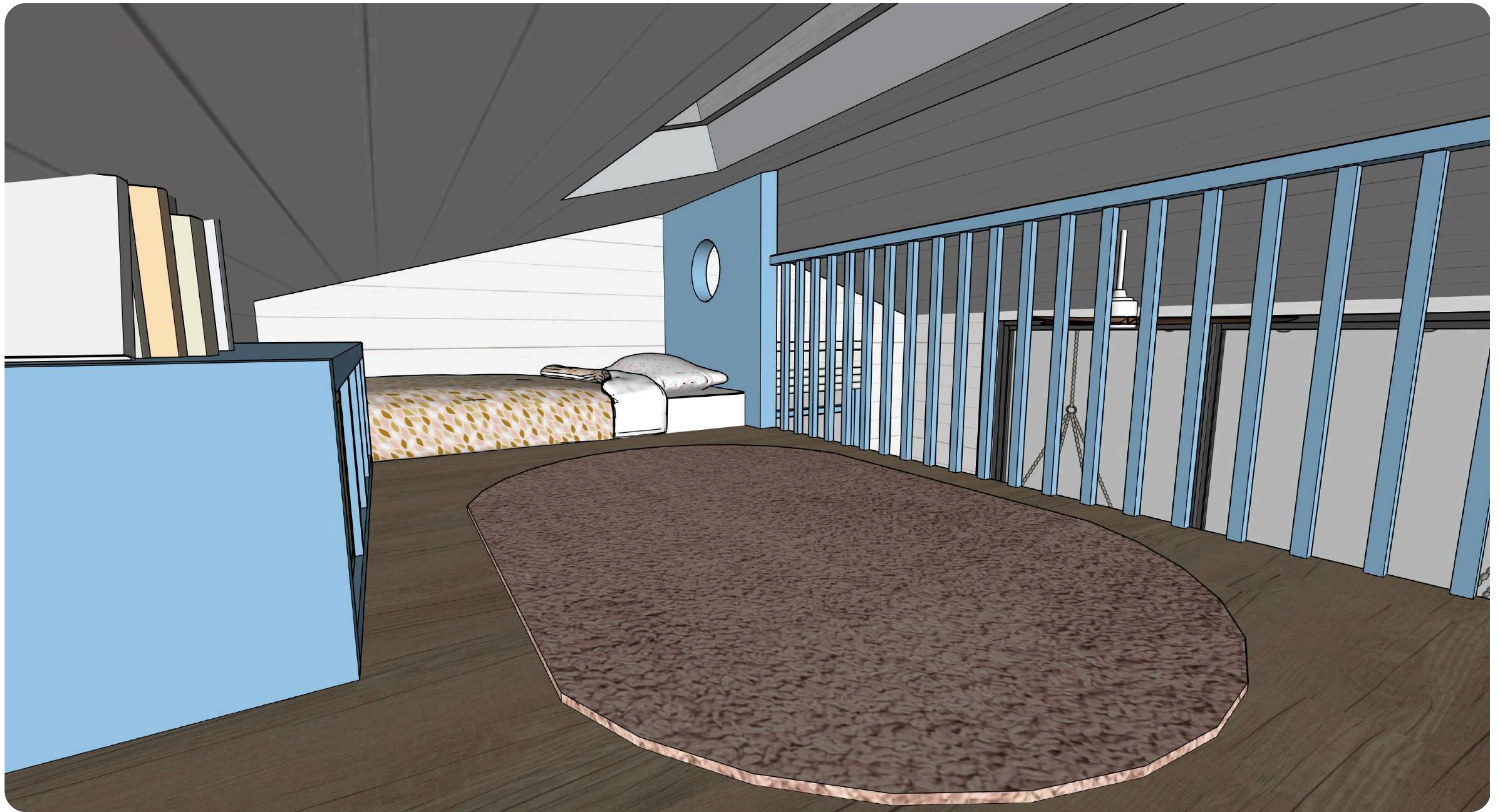
17 S. MAPLE – KENOE
DESIGN PACKAGE





DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE





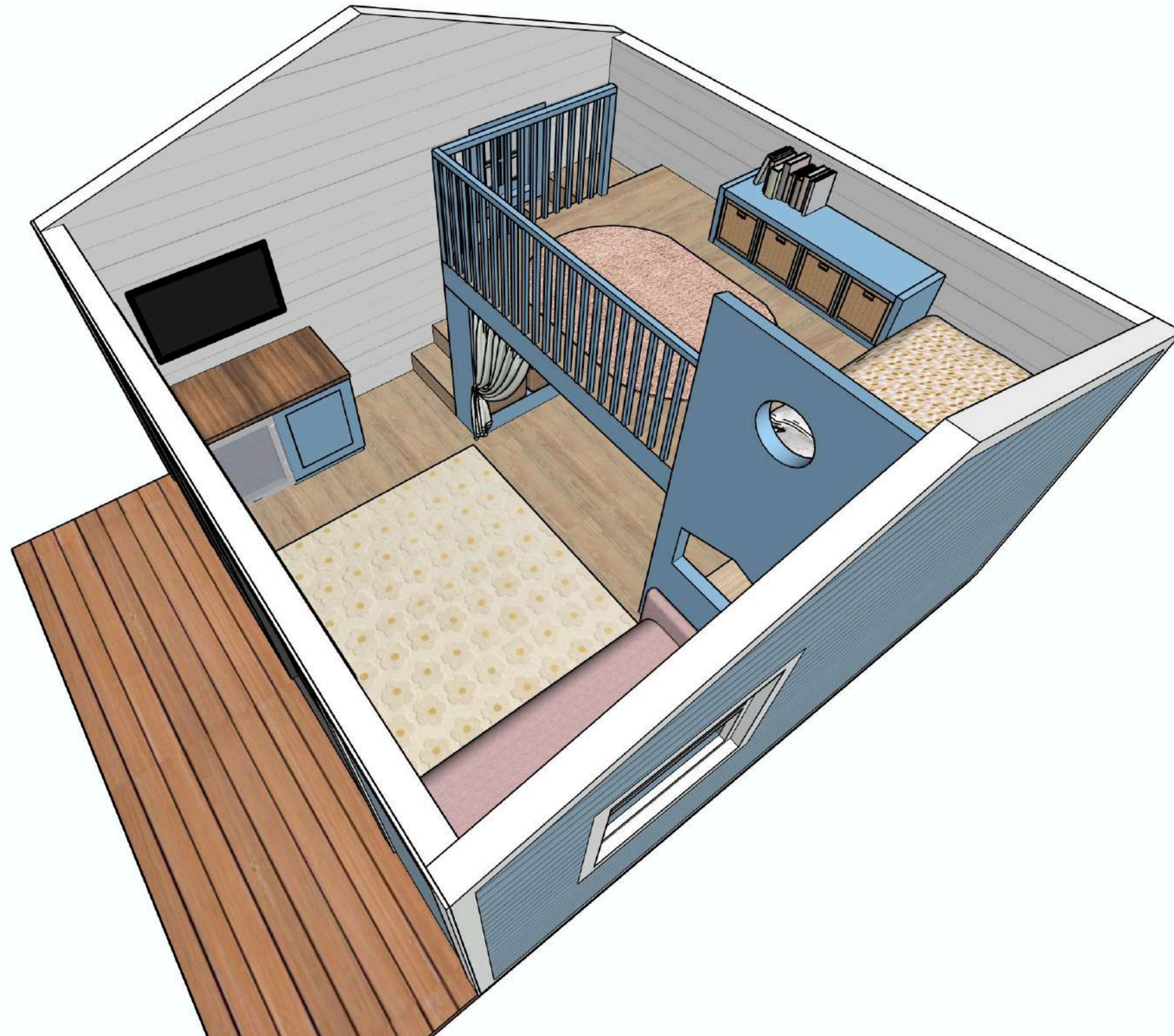
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



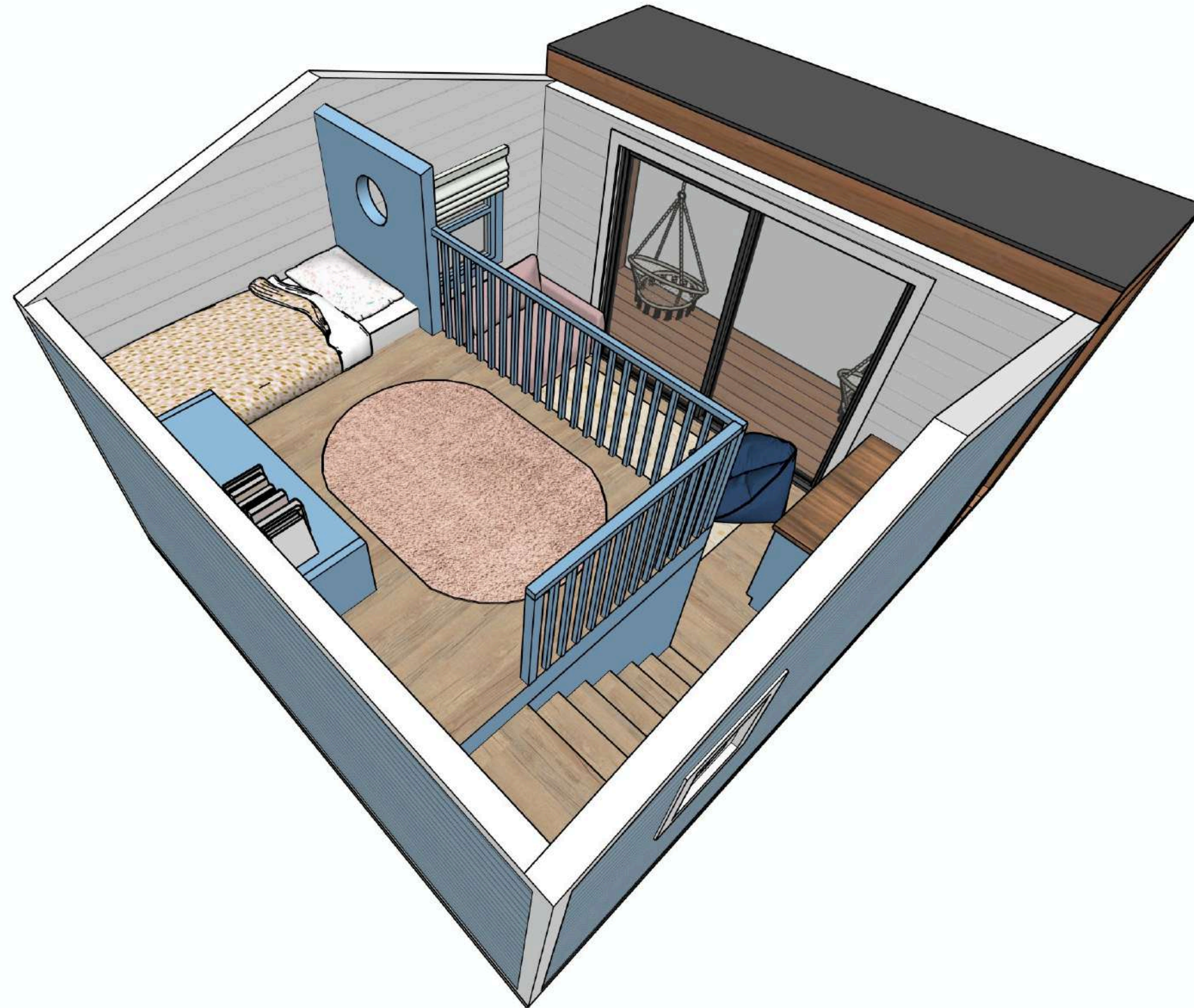
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



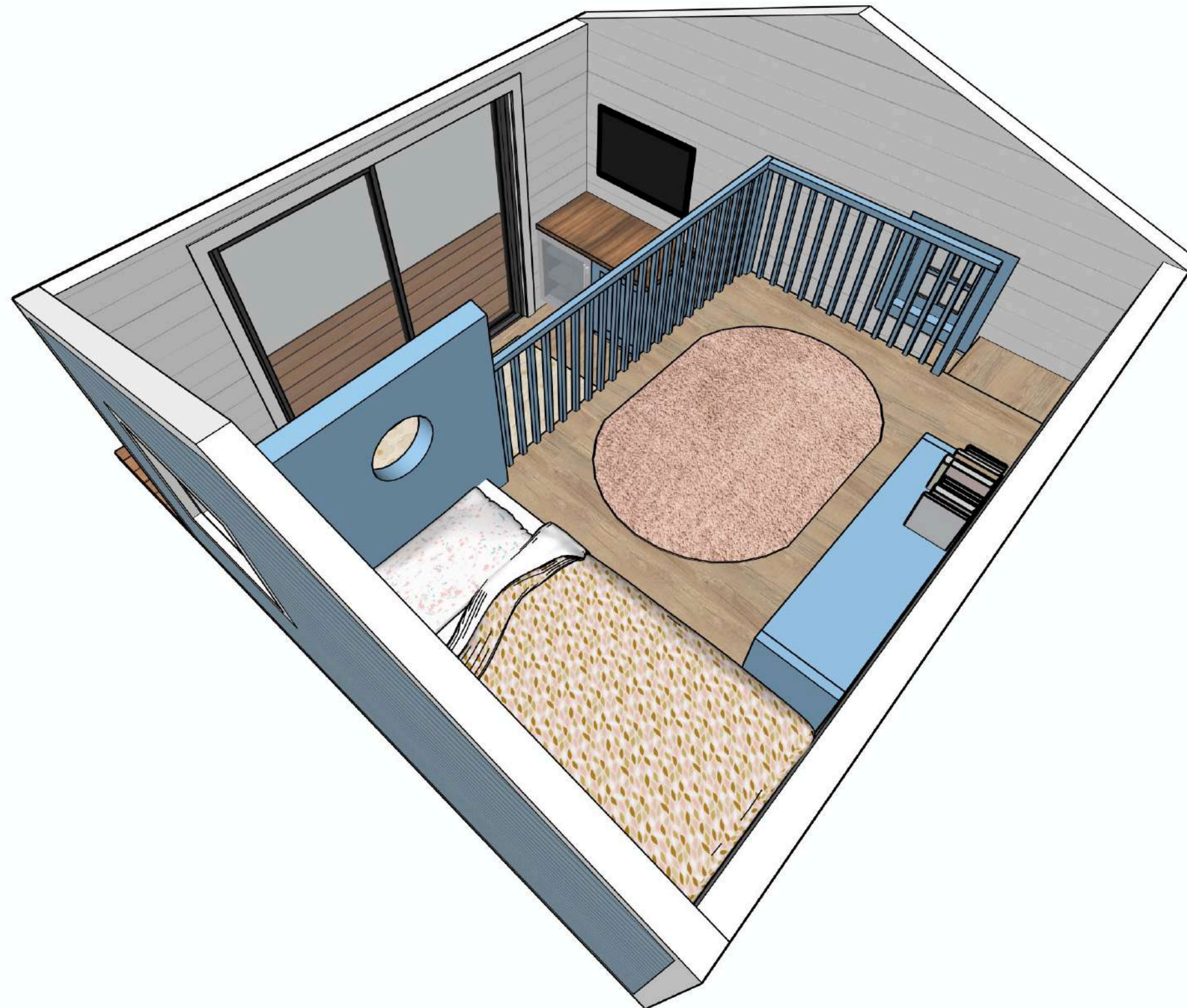
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



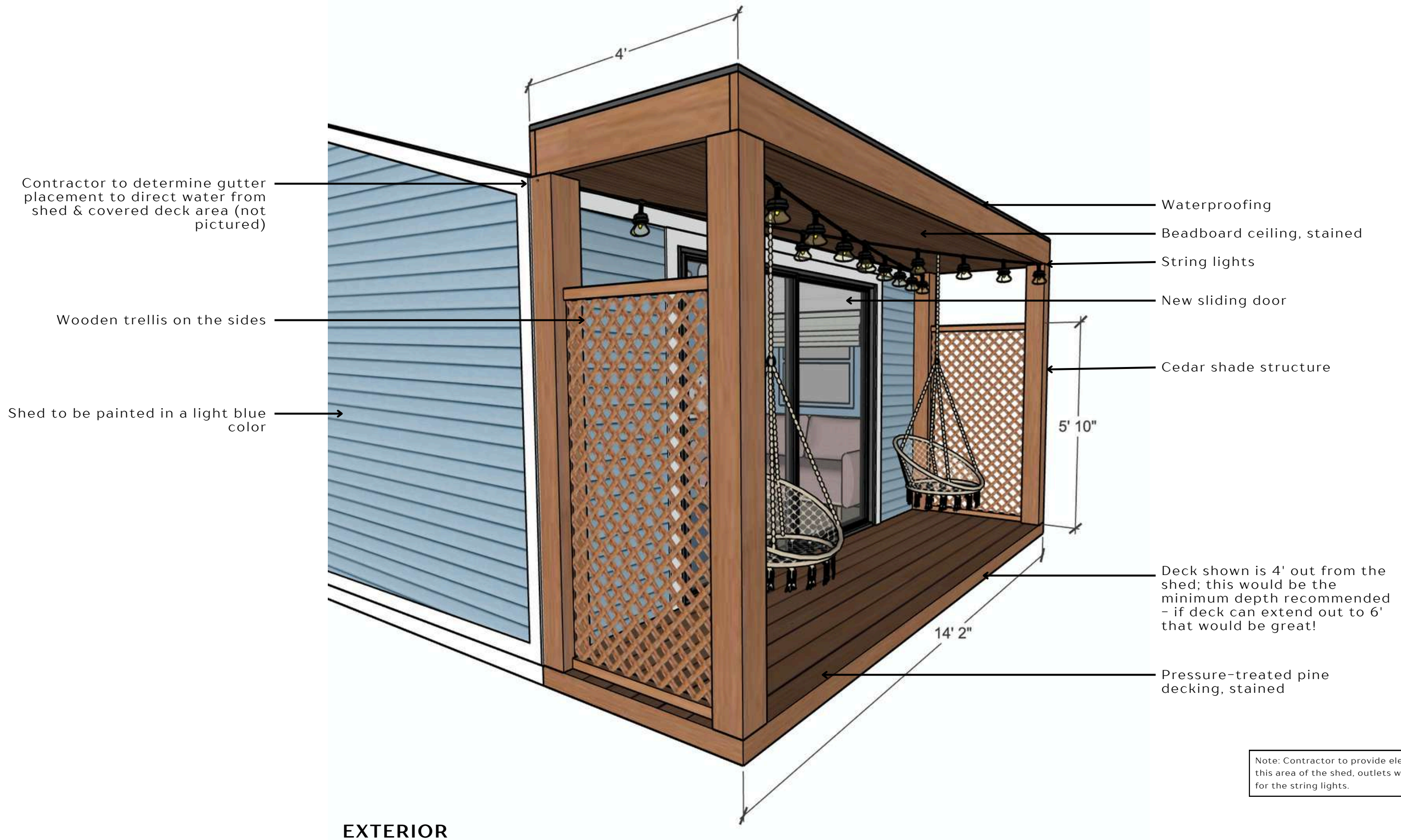
DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN IMAGES

17 S. MAPLE - KENOE
DESIGN PACKAGE



DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE





BUILT-IN UNDER TV

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE – KENOE
DESIGN PACKAGE

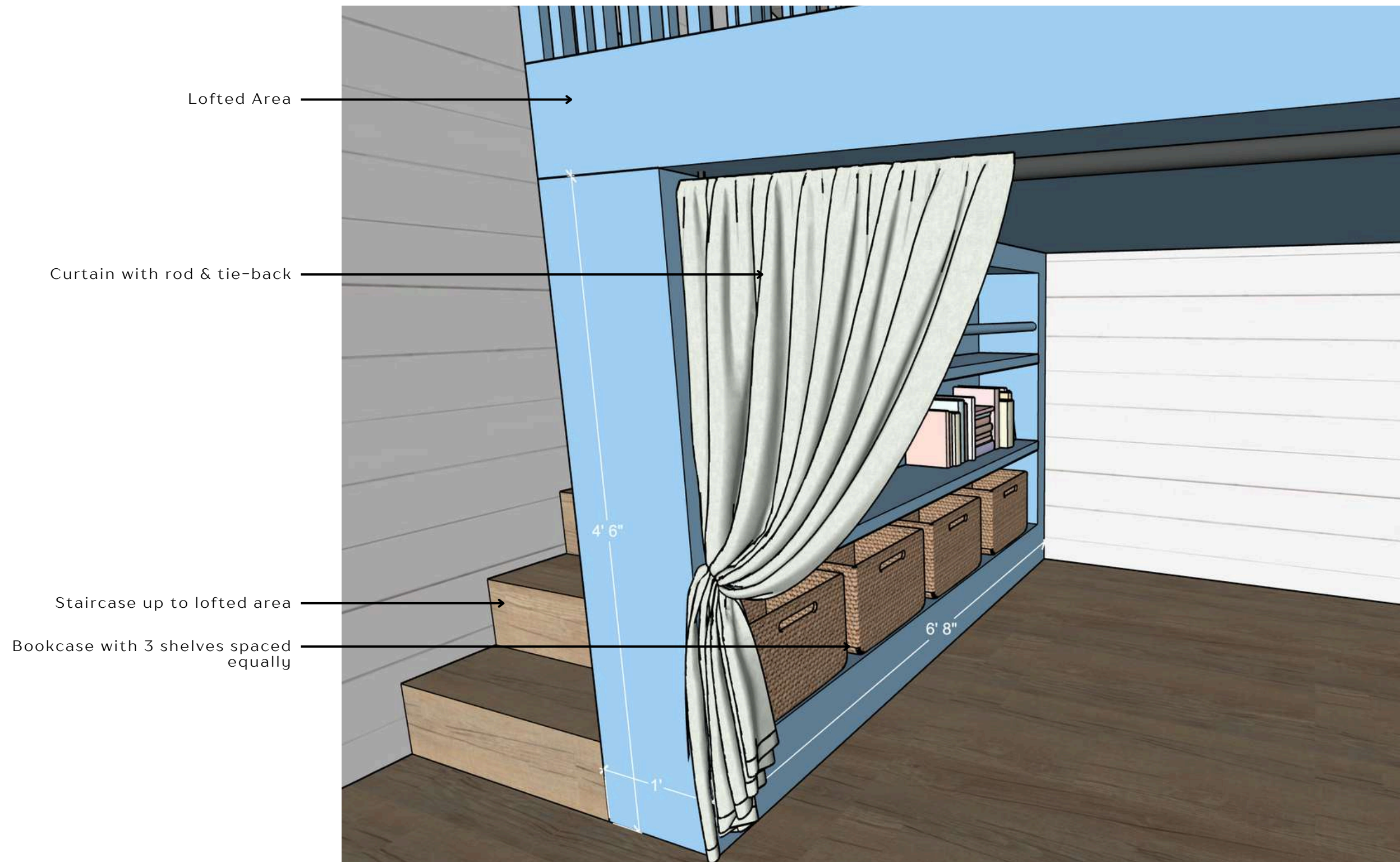




DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE





BUILT-IN BOOKSHELF UNDER LOFTED AREA

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE



Note: Contractor to provide electrical outlets as needed. In this area of the shed, adding an outlet is recommended so that client can include a small lamp, string lights, or use it for any other electronic devices.

LOFTED AREA



DESIGN NOTES & ADDITIONAL DIMENSIONS

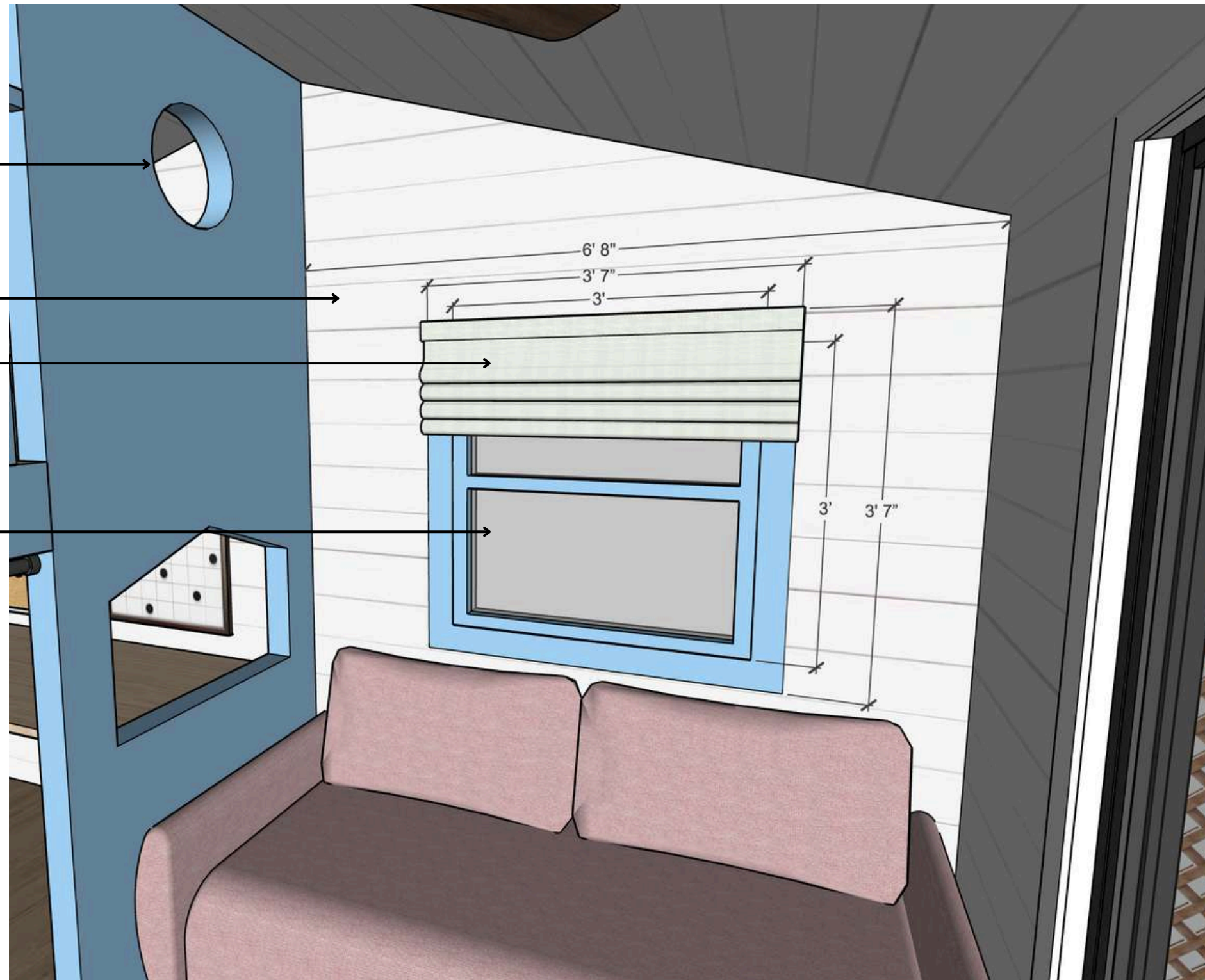
17 S. MAPLE – KENOE
DESIGN PACKAGE

"Window" opening - 12" diameter shown

Ship lap walls & ceilings

Window shade

New window & trim



NEW WINDOW

DESIGN NOTES & ADDITIONAL DIMENSIONS

17 S. MAPLE - KENOE
DESIGN PACKAGE

From: [Shallcross, Jason](#)
To: [Choi, Ann](#)
Subject: FW: Make-A-Wish Project
Date: Wednesday, October 22, 2025 1:09:41 PM

From: Anita Chapman [REDACTED]
Sent: Thursday, August 14, 2025 11:51 AM
To: Hoefert, Paul <PHoefert@mountprospect.org>; Shallcross, Jason <JShallcross@mountprospect.org>
Subject: Make-A-Wish Project

August 14, 2026

Dear Mayor Hoefert and Director Shallcross,

I am writing as a Mount Prospect resident to ask for your support in approving a Make-A-Wish project for a local child, June Kenoe. June has faced complex medical challenges since early childhood, and her wish is to have a special playhouse created by reconfiguring an existing structure on her family's property.

The existing structure has been in place for decades and may not fully align with current building codes. I understand the importance of safety and compliance but respectfully ask that the Village explore any possible flexibility or streamlined processes that would allow this project to move forward quickly and without unnecessary obstacles.

This wish represents far more than a construction project – it is a source of joy, comfort, and hope for a child and her family during a very difficult time.

I believe our community benefits when we rally around moments like this, finding solutions that balance safety with compassion.

Thank you for your time and thoughtful consideration. I hope the Village can help make June's wish a reality.

Sincerely,

Anita Chapman
Maple Street Resident

From: [Shallcross, Jason](#)
To: [Choi, Ann](#)
Subject: FW: Support for June Kenoe's Make-A-Wish Playhouse
Date: Wednesday, October 22, 2025 1:09:14 PM

From: Janet Karlov [REDACTED]
Sent: Monday, August 18, 2025 12:21 PM
To: Hoefert, Paul <PHoefert@mountprospect.org>; Shallcross, Jason <JShallcross@mountprospect.org>
Subject: Support for June Kenoe's Make-A-Wish Playhouse

Dear Mr. Hoefert and Mr Shallcross

As friends and neighbors of the Kenoe family, as well as 38 year Mount Prospect residents, we are asking for your support in approving June Kenoe's Make-A- Wish project to create a special playhouse by reconfiguring an existing structure on the property at 17 S Maple Street.

Tom and I have both visited the existing structure and understand that it was built decades ago and may not meet current village code. The structure is sound and this construction would enhance and benefit the existing building. We ask for the village's help in allowing this project to move forward quickly- any flexibility and effort to streamline the project would be greatly appreciated.

As friends and neighbors, we have seen first hand the struggles and medical challenges this family has faced- and witnessed their strength and positivity throughout the adversity. Having this worthwhile Make-A-Wish project move forward quickly, without obstacles would provide comfort and hope for June and her family during a truly difficult time.

Thank you

Tom and JP Karlov
300 East Evergreen Avenue
Mount Prospect
[REDACTED]

Mayor Paul Hoefert
Jason C. Shallcross
Director of Community & Economic Development
Village of Mount Prospect
50 S. Emerson St.
Mount Prospect, IL 60056
phoefert@mountprospect.org
jshallcross@mountprospect.org

Subject: Support for June Kenoe's Make-A-Wish Playhouse

Dear Mayor Hoefert and Director Shallcross,

I am proud to say I'm a life-long Mount Prospect resident. After law school I met my wife, bought a house in 1999 on Maple Street and five kids later, the rest is history. Mount Prospect truly is a top-notch village where friendliness is a way of life.

To that end, I am writing as a Mount Prospect resident to ask for your consideration and support in approving a Make-A-Wish project for a local child, June Kenoe, who lives just down the street from us at 17 S. Maple. They are a wonderful family, participate in making Mount Prospect a better place, and my 16 year old daughter regularly babysits for June. June has faced complex medical challenges since early childhood, and her wish is to have a special playhouse created by reconfiguring an existing structure on her family's property.

The existing structure has been in place for decades and may not fully align with current building codes. I understand the importance of safety and compliance, but I respectfully ask that the Village explore any possible flexibility or streamlined process that would allow this project to move forward quickly and without unnecessary obstacles.

This wish represents far more than a construction project — it is a source of joy, comfort, and hope for a child and her family during a very difficult time. I believe our community benefits when we rally around moments like this, finding solutions that balance safety with compassion.

Thank you for your time and thoughtful consideration. I hope the Village can help make June's wish a reality.

Sincerely,

Larry and Eileen Kowalczyk
11 S. Maple Street
Mount Prospect

Commonwealth Edison Company www.comed.com
Real Estate and Facilities
3 Lincoln Center – 4th Floor
Oakbrook Terrace, IL 60181

October 28, 2025

Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: PROPOSED ENCROACHMENT REQUEST

Dear Mitchel,

Pursuant to your request for an encroachment letter, this is to inform you that ComEd Company has no objection to the proposed 7' x 14' hardscape that will be placed directly south of the existing shed which can be seen on the attached Plat of Survey of the property legally described as follows:

LOT 9 IN BLOCK 6 IN BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT,
IN THE WEST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have an obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

Katie Bengson

Katie Bengson
Sr. Real Estate Specialist
779-231-2411

ADDITIONAL TERMS AND CONDITIONS

1. The permission herein acknowledged is based upon information and assurances you have provided and facts and circumstances as they currently exist or are currently known to ComEd. ComEd reserves the right at any time hereafter to revoke the permission acknowledged herein and to require the immediate removal of the encroaching structure from the easement premises, at your sole cost and expense, in the event (a) that the information and assurances you have provided prove incorrect or unreliable in any respect, (b) there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations that may require the installation of additional overhead or underground facilities on the subject easement premises, or (c) ComEd is made aware of additional facts and circumstances of which it has no actual current knowledge. In the event the permission contained herein is so revoked, you shall promptly remove all encroaching structures at your sole cost and expense, provided ComEd reserves the right (but shall have no obligation) to remove the encroaching structure from the easement premises and dispose of the same without liability for any loss or damage to property incurred by you or any third parties as a result thereof. You shall be responsible for reimbursing ComEd for all costs such removal.
2. The permission herein acknowledged is subject to the condition that you shall be liable for all damage to property, including damage to ComEd's facilities, and any injury or death to persons resulting from or in any way related to the construction or continuing presence of the encroaching structure on the easement premises. By constructing or maintaining such encroaching structure, you agree to indemnify, defend and hold harmless ComEd from and against any and all claims, liabilities, losses, proceedings, damages, costs and expenses (including attorney's fees and costs) arising from or in any manner related to the construction or continuing presence of the encroaching structure on the easement premises. Such cost may include any relocation costs incurred by ComEd (including the cost of acquiring additional easements) should ComEd elect to relocate the facilities located on the easement premises due to the subject encroachment.
3. The permission herein acknowledged shall in no way modify, limit, terminate, release, abrogate, nullify or waive any of the rights and interests of ComEd, its successors and assigns, in and to the easement premises.
4. You shall have no right to construct additional structures or improvements upon the easement premises. Prior to any digging upon the easement premises, you shall be responsible for locating all electrical facilities by contacting J.U.L.I.E. at 1-800-892-0123.
5. The permission hereby acknowledged is subject to your obtaining all required approvals from applicable governmental authorities (or third parties having any interest in the easement premises) with respect to the encroaching structure.
6. The obligations set forth hereinabove and in the attached letter shall be binding upon you, your heirs, legal representatives, successors and assigns.
7. This letter should be retained with your valuable papers and copies should be furnished to the title company and your successors and/or assigns for future reference.
8. This letter may be recorded at any time by ComEd in its sole discretion.

Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™

LANDSCAPING

How to recall and purchase your design at home:



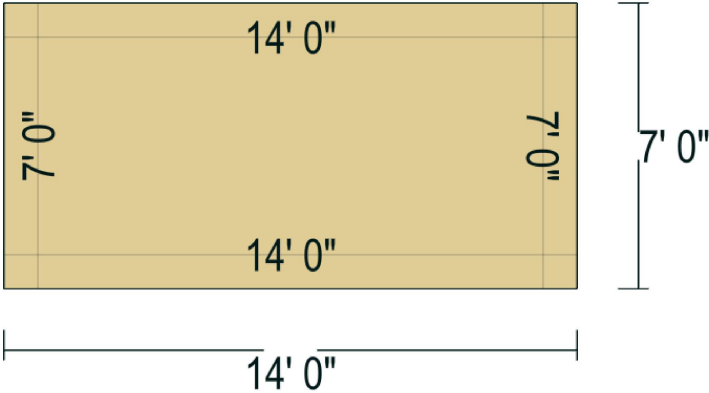
OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Landscaping Designer
3. Recall your design by entering Design ID: 313151521704
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 313151521704 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions

Dimensions



Project Weight: 10,205 lbs

Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

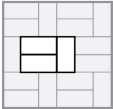
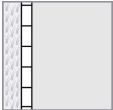
Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE CUSTOMER WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the customer. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE CUSTOMER. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

10% extra block is added to the estimate to account for spillage, cuts, breakage, and error.
Product color may vary slightly between different production runs. Make sure to purchase the entire project at once for best results!

Patio	
8" X 16" (S) Braxton Paver Quarry Gray	 Casino Blend
Border Block	
8" X 16" (S) Braxton Paver Brindle	 Sailor Course
Additional Materials	
Paver Base	Paver Base Step 1 - 1/2 cu ft Depth: 6"
Fabric	Duraweb Geotextile - 5.6oz - 4'x125'
Sand	Leveling Sand Step 2 - 1/2 cu ft Depth: 1"
Edging	8' Pavemaster Max Heavy-Duty Paver Edging
Paver Locking Sand	High Performance Paver Locking Sand - 50 lb

Date: 10/02/2025 - 12:59 PM
Design ID: 313151521704
Estimated Price: \$1,527.08

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

Ridgeway Bench Sienna



Walden Bench Project	
Cut Required:	No
Assembled Weight:	1340 pounds
Width:	80 inches
Depth:	26 inches
Height:	16 inches

* Dimensions and weight approximate

You can find instructions on how to assemble your kit by going to [menards.com](https://www.menards.com) and searching for your kit. Your selected kit's sku is: **1986647**



October 27, 2025

Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: Proposed Encroachment for a Art Studio/Shed to be Located at 17 S. Maple Street, Mount Prospect, IL 60056

Dear Mitchel:

This letter is in reply to your inquiry about the encroachment for the Art Studio/Shed Improvement that will be placed partially within the easement. AT&T has no objection to the encroachment however, you will be placing the improvement knowing that if AT&T needs to access the utility easement and your improvement is in the way of our facilities, it is within our right to ask you to remove the improvement to gain entrance. We will not be responsible for replacing or repairing the improvements. We also reserve the right to gain access to the easement at any time if it is deemed necessary for our business needs.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.I.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

Sincerely,

Susan E. Manshum

Susan Manshum

Illinois Right of Way Manager
Midwest Construction and Engineering

AT&T

222 W. Jackson Street
Woodstock, IL 60098
847.271-5149 / SM9231@att.com

MOBILIZING YOUR WORLD



Proud Sponsor of the U.S. Olympic Team



October 27, 2025

Mr. Mitchel Kenoe
17 S. Maple Street
Mount Prospect, IL 60056

Re: Build a Shed at 17 S. Maple Street, Mount Prospect, IL 60056 /ON Utility
Easement Encroachment.

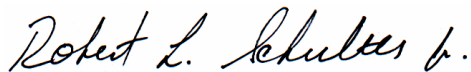
Dear Mr. Mitchel Kenoe:

This letter serves as written acknowledgment that Comcast Cable Communications, Inc., and its affiliates, have no objection to your request to be allowed to encroach into the utility with building a Shed on the Utility Easement Encroachment on the above-mentioned property.

Please contact J.U.L.I.E. (800-892-0123) prior to any excavation on the property, to assure that any cable lines will not be damaged. If for any reason our cable facilities have to be relocated, please contact me so I can make arrangements for this.

The encroachment herein granted does not under any circumstances abrogate nor nullify the rights and interests of Comcast Cable Communications, Inc., and its affiliates in and to the easements of record, pertaining to the aforesaid property.

Very truly yours,



Robert L. Schalter, Jr.
Central Division Director of Construction
(224) 229-5863

RESOLUTION APPROVING FINDINGS OF FACT
RESOLUTION NO. R-26-25

WHEREAS, Mitch Kenoe (“Petitioner”) filed an application for variations to the lot coverage and accessory structure height regulations for the property commonly known as 17 South Maple Street (“Subject Property”) in the Village of Mount Prospect, Illinois and legally described as:

LOT 9 IN BLOCK 6 IN BUSSE AND WILLE’S SUBDIVISION IN MOUNT PROSPECT, IN THE WEST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PROPERTY INDEX NUMBER: 08-12-105-009-0000; and

WHEREAS, the Petitioner seeks a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet and a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2%, subject to the following condition:

WHEREAS, a public hearing was held on the variations requests being the subject of PZ-26-25 before the Planning and Zoning Commission of the Village of Mount Prospect on the 13th day of November, 2025, pursuant to proper legal notice having been published in the Journal & Topics newspaper on the 29th day of October, 2025; and

NOW, THEREFORE, the Planning & Zoning Commission does hereby grant a variation from Section 14.306(A)(3)(a) to permit an increase to the maximum height requirement of an accessory structure in a residential district from 10 feet to 10.67 feet and a variation from Section 14.1005(C)(1) to permit an increase to the maximum lot coverage requirement from 50% to 56.2% for the construction of an art/play studio with a porch/patio addition at the property known as 17 South Maple Street, subject to the following conditions:

- a. The improvements shall be in strict conformance with the plat of survey and site plan attached as **Exhibit A**;
- b. Prior to the issuance of a building permit, a French drain, or other acceptable means of providing the required storage/infiltration for the area exceeding allowable lot coverage, shall be provided to the satisfaction of the Village Engineer;
- c. The art/play studio including the porch/patio addition shall be restored to its original nonconforming shed use or shall be demolished in its entirety prior to the Village's issuance of a transfer stamp for any future sale or conveyance of the property; and
- d. The Petitioner shall obtain written approval from all applicable utility providers authorizing the art/play studio including the porch/patio addition to remain in its proposed location and shall comply with any conditions or requirements imposed by the utility companies."

Except for the variations granted herein, all other applicable Village of Mount Prospect, Illinois ordinances and regulations shall remain in full force and effect as to the subject property.

PASSED AND APPROVED the 13th day of November, 2025 and effective five (5) days after this date, as provided for by Section 5.504.C of the Mount Prospect Village Code.

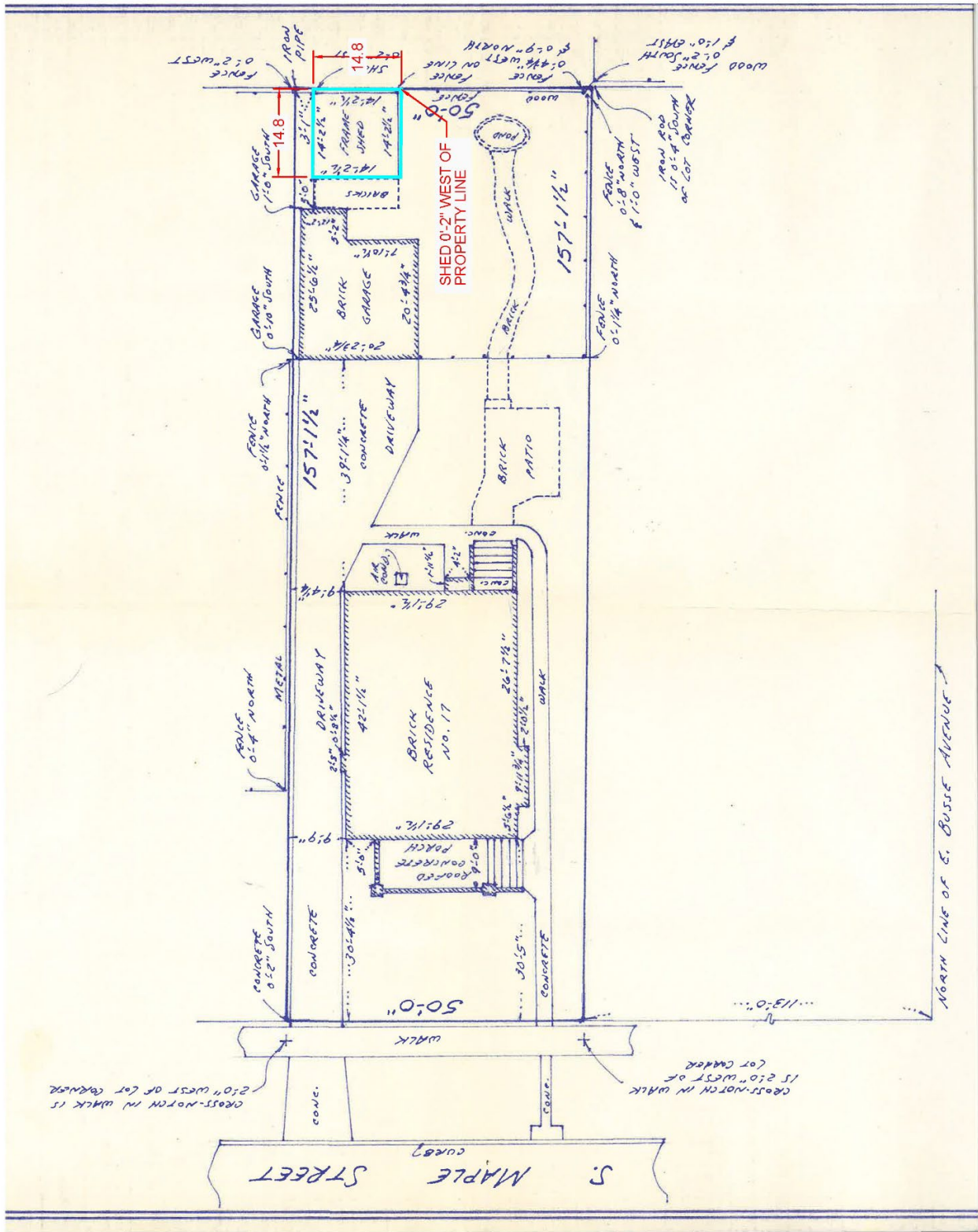
AYES:

NAYS:

ABSENT:

Joseph P. Donnelly, Chairperson
Planning & Zoning Commission

EXHIBIT A **PLAT OF SURVEY / SITE PLAN**





Item Cover Page

Subject **PZ-20-25 / 810 South I Oka Avenue / CU: Setback Reduction / Planning and Zoning Commission Final**

Meeting November 13, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N) N

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The petitioner and property owner, Tomasz Sirant, is seeking conditional use approval to reduce the minimum interior yard setback from 7.5 feet to 6.5 feet for the construction of a pergola attached to the primary home at 810 South I Oka Avenue (the subject property). The Planning and Zoning Commission's decision is final. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the conditional use request.

Discussion

BACKGROUND / PROPERTY HISTORY

The subject property was annexed into the Village in 1925 and is located on the west side of South I Oka Avenue, north of Sunset Road. The subject property contains a single-family residence with associated improvements and is zoned R-1 Single Family Residence. The subject property is bordered by the R-1 District on all sides. Permit records indicate that various improvements have been made since the home's construction in 1958, including upgrades to the roof, water heater, garage floor, fencing, sewer, electrical system, and flatwork.

A building permit application was submitted in the May of 2024 for the installation of a 46'-8" x 14'-3" pergola at the subject property. The proposed pergola exceeded the maximum allowable size for accessory structures; however, because it was proposed to be attached to the primary structure, it was instead considered part of the primary structure and was allowed with the caveat that it was subject to the setback requirements for principal structures. As a result, a 7.5' north side yard setback was required under the property's R-1 single family zoning district, rather than the 5' setback typically applicable to pergolas on property's over 55 feet in width. Upon final inspection in March 2025, staff determined that the pergola had been constructed 6.5' from the north property line, encroaching 1' into the required setback. The petitioner was advised to either relocate the structure to comply with code or seek zoning relief through a retroactive conditional use request to allow a reduced north side yard setback of 6.5'.

PROPOSAL

The petitioner seeks to retain the constructed pergola and is requesting conditional use approval to reduce the required north side yard setback from 7.5' to 6.5'. The pergola was constructed in Spring of 2025 pursuant to a building permit issued under the R-1 Single-Family Residential Zoning District. During final inspection in June of 2025, staff determined that the structure had been built 1' closer to the north property line than permitted, encroaching into the required side yard setback.

Conditional use approval for a setback reduction is required because the pergola, as built, does not comply with the minimum 7.5' side yard setback requirement for principal structures in the R-1 Single Family Zoning District. Section 14.604 of the Village Zoning Code permits setback reductions in all required yards within the R-1 District as a conditional use, subject to review and approval by the Planning and Zoning Commission as it encroaches into less than 25% of the required setback.

PUBLIC COMMENTS

One letter of support was submitted by the owner of 808 South I Oka Avenue, the property immediately adjacent to the north and most impacted by the proposed setback reduction. One letter of opposition was also received, expressing concern that approval could set a negative precedent for the neighborhood (staff notes that all conditional use requests are evaluated individually based on their specific circumstances). The comment letters are included with this report.

Alternatives

1. A conditional use to reduce the minimum interior side yard setback from 7.5 feet to 6.5 feet for the construction of a pergola at 810 South I Oka Avenue, Case No. PZ-20-25, subject to the conditions listed in the staff report.
2. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

Approve a conditional use to reduce the minimum interior side yard setback from 7.5 feet to 6.5 feet for the construction of a pergola at 810 South I Oka Avenue, Case No. PZ-20-25, subject to the conditions listed in the staff report.

Attachments

1. PZ-20-25 Staff Report
2. PZ-20-25 Plans
3. PZ-20-25 Admin Materials
4. PZ-20-25 Public Comment
5. R-20-25 Draft Resolution



DATE: November 13, 2025

CASE NUMBER

PZ-20-25

APPLICANT/PROPERTY OWNER

Tomasz Sirant

PUBLIC HEARING DATE

November 13, 2025

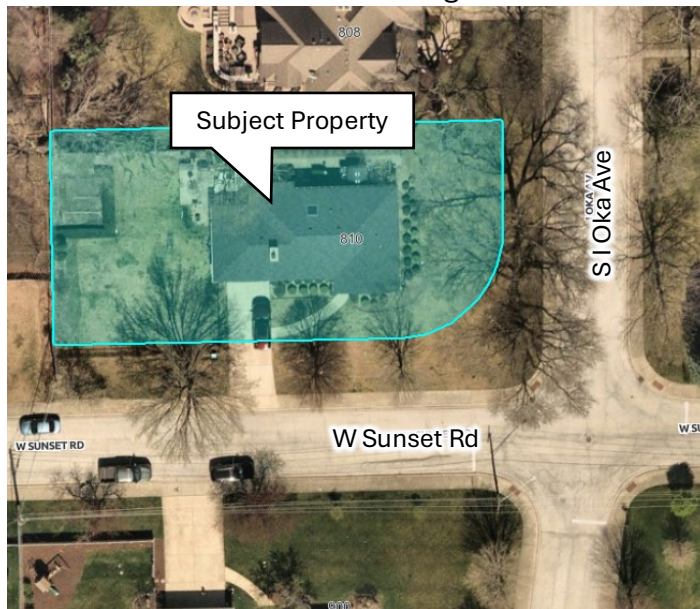
PROPERTY ADDRESS/LOCATION

810 South I Oka Avenue

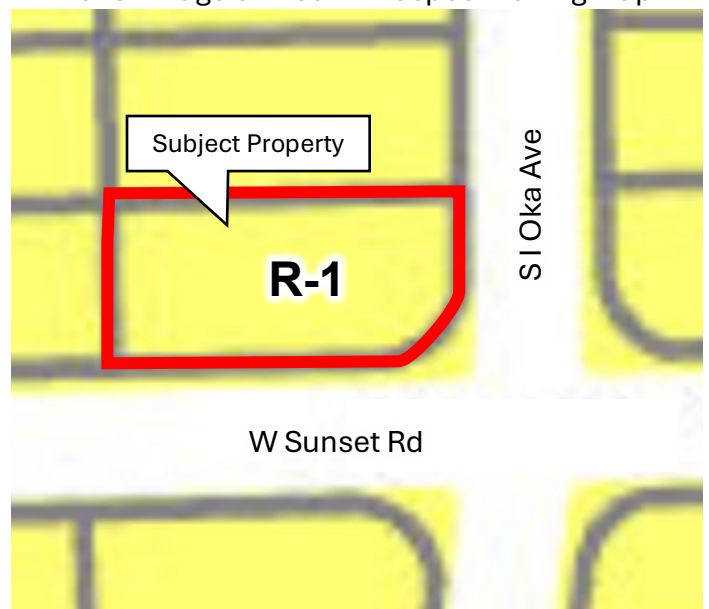
BRIEF SUMMARY OF REQUEST

The petitioner and property owner, Tomasz Sirant, is seeking conditional use approval to reduce the minimum interior yard setback from 7.5 feet to 6.5 feet for the construction of a pergola attached to the primary home at 810 South I Oka Avenue (the subject property). The Planning and Zoning Commission's decision is final. The proposal meets the requirements and standards related to the Village Code, and staff is supportive of the conditional use request.

2024 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING	EXISTING LAND USE/ SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
R-1 Single-Family Residential	Residential	North: R-1 Single-Family Residential East: R-1 Single-Family Residential South: R-1 Single-Family Residential West: R-1 Single-Family Residential	0.28 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

BACKGROUND / PROPERTY HISTORY

The subject property was annexed into the Village in 1925 and is located on the west side of South I Oka Avenue, north of Sunset Road. The subject property contains a single-family residence with associated improvements and is zoned R-1 Single Family Residence. The subject property is bordered by the R-1 District on all sides. Permit records indicate that various improvements have been made since the home's construction in 1958, including upgrades to the roof, water heater, garage floor, fencing, sewer, electrical system, and flatwork.

A building permit application was submitted in the May of 2024 for the installation of a 46'-8" x 14'-3" pergola at the subject property. The proposed pergola exceeded the maximum allowable size for accessory structures; however, because it was proposed to be attached to the primary structure, it was instead considered part of the primary structure and was allowed with the caveat that it was subject to the setback requirements for principal structures. As a result, a 7.5' north side yard setback was required under the property's R-1 single family zoning district, rather than the 5' setback typically applicable to pergolas on property's over 55 feet in width. Upon final inspection in March 2025, staff determined that the pergola had been constructed 6.5' from the north property line, encroaching 1' into the required setback. The petitioner was advised to either relocate the structure to comply with code or seek zoning relief through a retroactive conditional use request to allow a reduced north side yard setback of 6.5'.



Photo of 810 I Oka Pergola (July, 2025) – Google Streetview

PROPOSAL

The petitioner seeks to retain the constructed pergola and is requesting conditional use approval to reduce the required north side yard setback from 7.5' to 6.5'. The pergola was constructed in Spring of 2025 pursuant to a building permit issued under the R-1 Single-Family Residential Zoning District. However, during final inspection in June of 2025, staff determined that the structure had been built 1' closer to the north property line than permitted, encroaching into the required side yard setback.

Conditional use approval for a setback reduction is required because the pergola, as built, does not comply with the minimum 7.5' side yard setback requirement for principal structures in the R-1 Single Family Zoning District. Section 14.604 of the Village Zoning Code permits setback reductions in all required yards within the R-1 District as a conditional use, subject to review and approval by the Planning and Zoning Commission as it encroaches into less than 25% of the required setback.

The table below outlines the bulk regulations for the R-1 Single Family Residential Zoning District:

Minimum Setbacks	R-1 Code Requirement	Proposed
Front (W)	30'	No change
Interior Side (N)	7.5'	6.5 Feet
Exterior Side (S)	10'	No change
Rear (E)	25'	No change
Max. Lot Coverage	45%	No change

PUBLIC COMMENTS

One letter of support was submitted by the owner of 808 South I Oka Avenue, the property immediately adjacent to the north and most impacted by the proposed setback reduction. One letter of opposition was also received, expressing concern that approval could set a negative precedent for the neighborhood (staff notes that all conditional use requests are evaluated individually based on their specific circumstances). The comment letters are included with this report.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in **Exhibit A** and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

STAFF RECOMMENDATION

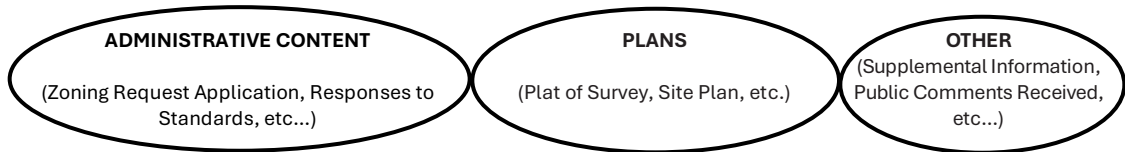
Staff finds that the proposed conditional use request meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and **approve** the following motion:

"Motion to approve:

1. A conditional use to reduce the minimum interior side yard setback from 7.5 feet to 6.5 feet for the construction of a pergola at 810 South I Oka Avenue, Case No. PZ-20-25, subject to the following conditions:
 - a. The conditional use for the reduced interior side yard setback shall apply only to the pergola and shall not apply to any other elements of a principal or accessory structure;
 - b. The improvements shall be in strict conformance with the plat of survey attached as **Exhibit B**;

The Planning and Zoning Commission's decision is final for this case.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

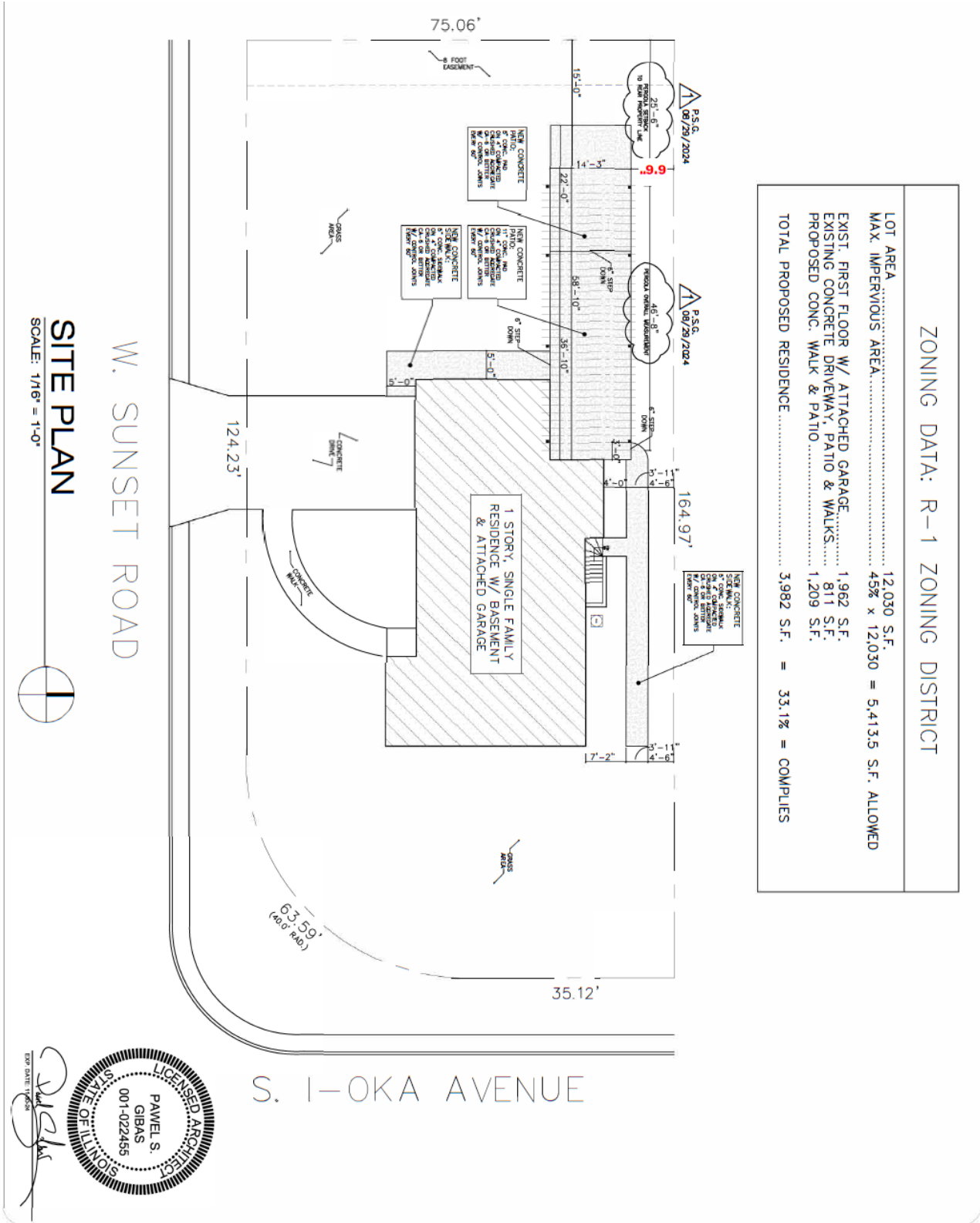
Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings: The petitioner asserts that the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare, nor would it impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The petitioner states that the setback reduction will not adversely affect the use and enjoyment of other property in the immediate vicinity. The owner of the most affected property has submitted a letter concurring with this view. The petitioner states that the setback reduction will not affect public utilities, access roads, drainage, and/or necessary facilities. The petitioner states that granting the conditional use will not affect traffic. The petitioner believes that the setback reduction does not contradict the objectives of the current comprehensive plan for the Village. The petitioner believes that the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Staff's Findings: Staff believes that the proposed one-foot setback reduction is a minor deviation from the code that will not create meaningful adverse conditions or negatively affect nearby properties. Further, the most affected neighbor has provided written confirmation of support. The request is consistent with the Village's Comprehensive Plan, which supports continued residential use and reinvestment, and aligns with Goal 3 of the 2024–2029–2039 Strategic Plan to promote flexibility within single-family zoning regulations. This goal, which is currently under review through proposed text amendments, seeks to allow homeowners reasonable opportunities to enhance their properties while maintaining neighborhood compatibility. Given the proposal's limited impact, neighbor support, and consistency with Village plans, staff recommends granting the requested conditional use.

Exhibit B
Plat of Survey / Site Plan



NEW WOOD PERGOLA & CONCRETE PAD & WALKS AT EXISTING 1 STY. SINGLE FAMILY RESIDENCE WITH BASEMENT & ATTACHED GARAGE

ISSUED FOR PERMIT – JUNE 18th 2024

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES OF THE LOCAL JURISDICTION , VILLAGE OF MT. PROSPECT AND THE STATE OF ILLINOIS AT THE TIME OF PERMIT AND CONSTRUCTION.

2. ALL INTERIOR DIMENSIONS ARE TO THE ROUGH FACE OF THE WALL, UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR SHALL VERIFY IN FIELD ALL DIMENSIONS, ANGLES AND EXISTING CONDITIONS BEFORE PROCEEDING WITH ANY WORK.

4. VARIATIONS IN THE FIELD CONDITIONS RELATIVE TO THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT IN WRITTEN. WORK SHALL NOT PROGRESS UNTIL CLARIFICATION FROM THE ARCHITECT IS OBTAINED.

5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS BY INDIVIDUAL SUB-CONTRACTORS SHALL BE REMOVED FROM THE BUILDING AND ADJOINING PROPERTY ON A DAILY BASIS.

6. ALL WORK SHALL BE ERECTED PLUMB, LEVEL AND TRUE AND IN ACCORDANCE WITH DETAILS. EXCESSIVELY SCUFFED, SCRATCHED, DENTED OR OTHERWISE DAMAGED FINISHED SURFACES MUST BE REPAIRED OR REPLACED AS DIRECTED BY OWNER.

7. GENERAL CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND CONSTRUCTION PRIOR TO EXCAVATION AND NOTIFY ARCHITECT UPON FINDING ANY SUCH ADVERSE CONDITIONS/ CONSTRUCTION (CALL J.U.I.E.).

8. EXCAVATOR, CONCRETE CONTRACTOR AND G.C. TO NOTIFY UTILITY COMPANIES PRIOT TO EXCAVATING FOR GAS, WATER, ELECTRIC, SEWER, CABLE AND TELEPHONE LINES (CALL J.U.I.E.).

9. EXCAVATING CONTRACTOR RESPONSIBLE FOR ROUGH GRADING. LANDSCAPE CONTRACTOR RESPONSIBLE FOR FINISH GRADING.

10. DO NOT SCALE DRAWINGS. LARGE SCALE DRAWINGS AND DETAILS GOVERN OVER SMALLER SCALE DRAWINGS.

11. FLASHING TO BE PROVIDED AT ALL EXTERIOR OPENINGS, INCLUDING WINDOW HEADS, HORIZONTAL WOOD TRIM, STOPS, WINDOW AND DOOR SILLS, AT BOTTOM OF ALL CAVITY WALLS, AT ALL ROOF VALLEYS AND AT CHIMNEY INTERSECTIONS AND SHALL BE INSTALLED IN SUCH A MANNER TO BE LEAK PROOF.

12. EXCAVATE LOOSE FILL AND PROVIDE COMPACTED FILL TO LEVEL OF CRUSHED GRAVEL.

13. SMOKING IS PROHIBITED IN BUILDING OR ON SITE EXCEPT FOR DESIGNATED SMOKING AREAS.

14. ALL NAILS, SCREWS, ETC. SHOULD BE SECURED DAILY.

15. ALL PERMIT FEES OR BUSINESS LICENSES TO BE PAID BY RESPECTIVE SUB-CONTRACTORS.

16. OWNER SHALL PAY THE GENERAL BUILDING PERMIT FEE.

17. THE GENERAL CONTRACTOR SHALL PROVIDE A "PORT-A-JOHN" FOR USE DURING THE DURATION OF CONSTRUCTION. THE LOCATION SHALL BE APPROVED BY THE OWNER.

18. "ABC" FIRE EXTINGUISHERS TO BE VISIBLE & ACCESSIBLE WHERE REQUIRED.

19. THE SUB-CONTRACTORS SHALL NOTIFY THE OWNER IF DRIVEWAY, ELECTRICAL POWER OR PLUMBING SUPPLIES WILL BE OUT OF SERVICE FOR A PERIOD GREATER THAN SIX HOURS. THIS NOTICE SHOULD BE GIVEN 24 HOURS IN ADVANCE.

20. ALL INTERIOR FINISHES TO MEET CLASS 1 FLAME SPREAD (0-25 F.S.R.).

21. ALL EXIT DOORS TO BE KEYLESS IN THE DIRECTION OF EXIT.

22. ALL CONTRACTORS, SUB-CONTRACTORS, AND SUPPLIERS MUST HAUL AWAY A GARBAGE, DEBRIS, AND SCRAPS RESULTING FROM THEIR WORK AT THE SITE. THE ABOVE MUST BE SWEEP UP AT THE END OF EACH DAY AND HAULED AWAY. NO DEBRIS SHALL BE PLACED FOR REMOVAL BY THE OWNERS SITE GARBAGE COLLECTION SERVICE. ANY DEBRIS LEFT BY CONTRACTORS, SUB-CONTRACTORS, OR SUPPLIERS SHALL HAULED AWAY AT THEIR EXPENSE.

GENERAL NOTES:

23. ROUGH CARPENTER TO PROVIDE 2X12 BLOCKING AT ALL BATH ACCESSORY LOCATIONS, ACCESSIBILITY HANDRAIL LOCATIONS, AND ALL CLST. SHELF LOCATIONS.

24. ALL FINISH WOOD FLOOR AND WOOD TRIM MATERIAL TO BE ON SITE TO ACCLIMATE MIN. 7 DAYS PRIOR TO INSTALLATION.

25. FOR ALL OWNER SUPPLIED ITEMS TO BE DELIVERED F.O.B. TAILGATE, CONTRACTOR IS RESPONSIBLE FOR LOADING AND STORAGE OF MATERIALS.

26. COORDINATE DOOR HARDWARE TYPE WITH OWNER/ARCHITECT PRIOR TO BORING DOORS.

27. "JOB COPY" ORIGINAL PERMIT DRAWINGS AND THE ORIGINAL PERMIT CARD TO BE KEPT AT THE JOB SITE AND ACCESSIBLE TO INSPECTORS AT ALL TIMES.

28. ALL CONTRACTORS AND SUB-CONTRACTORS RESPONSIBLE FOR ALL APPLICABLE PERMITS, BONDS, AND INSURANCE. CONTRACTOR TO SAVE AND PROVIDE TO OWNER ALL PAPERWORK AND LITERATURE PROVIDED WITH ANY OWNER AND/OR CONTRACTOR SUPPLIED ITEM.

29. THE G.C. SHALL NOT PROCEED WITH ANY ADDITIONAL WORK OR CHANGES FOR WHICH HE EXPECTS ADDITIONAL COMPENSATION BEYOND THE ORIGINAL CONTRACT AMOUNT, WITHOUT WRITTEN AUTHORIZATION FROM OWNER. FAILURE TO OBTAIN SUCH AUTHORIZATION SHALL INVALIDATE ANY CLAIM FOR EXTRA COMPENSATION.

30. NO SUBSTITUTION WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/OWNER.

31. PROVIDE EXPANSIVE "FIRE-STOP" PUTTY AT ALL THROUGH-PLATE PENETRATIONS AND 2X4 BLOCKING AT ALL SOFFITS. FIRESTOPPING SHALL BE PROVIDED AT ALL JUNCTIONS OF VERTICAL AND HORIZONTAL INCLOSED SPACES, SUCH AS TOPS OF STAIRS, BOT. OR BACK SIDES OF SOPHIST, TOPS OF PLUMBING WALLS, ETC.

32. ALL FLOOR FINISHES SHALL HAVE F.S.R. NOT GREATER THAN 75.

33. THESE DRAWINGS INDICATE THE INTENT, GENERAL CHARACTER, REQUIREMENTS AND APPROXIMATE LOCATION OF THE WORK SHOWN. THE CONTRACTOR SHALL BE EXPECTED TO WORK WITH UNFORESEEN FIELD CONDITIONS, REQUIRING MINOR DESIGN ADJUSTMENTS AND SHALL BE EXPECTED TO PROVIDE A FULLY COMPLETE AND OPERATIONAL BUILDING AND ALL BUILDING SYSTEMS.

34. ALL CONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DEATH, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN PART OR IN FULL BY ANY NEGLIGENCE OR OMISION BY THE CONTRACTOR OR HIS AGENTS. THIS NEGLIGENCE INCLUDES FAILURE TO OBSERVE CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.

35. ALL CONTRACTORS TO VISIT PREMISE, NOTE CONDITIONS PERTAINING TO WORK TO BE DONE, CHECK AND VERIFY ALL NOTES, FIGURES AND DIMENSIONS AT THE SITE BEFORE FABRICATING ANY NEW CONSTRUCTION. VARIATION IN FIELD CONDITIONS RELATIVE TO CONTRACT DOCUMENTS SHALL BE REPORTED TO ARCHITECT IN WRITING, AND WORK SHELL NOT PROGRESS UNTIL PERMISSION FROM ARCHITECT OR HIS AGENT IS OBTAINED.

36. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.

37. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS, UNRELIEVED BY REVIEW BY SHOP DRAWINGS; FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS; FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING SCAFFOLDING, BRACING, ERECTION, ETC); FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON JOB SITE; AND FOR THE PEOPLE AND PROPERTY AT THE SITE

38. INFORMATION CONTAINING ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT

STRUCTURAL GENERAL NOTES

- CONTRACTOR SHALL MAINTAIN ADEQUATE PROTECTION OF ALL WORK FROM DAMAGE AND PROTECT OWNER'S PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THIS WORK.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF EMPLOYEES AND COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE, AND MUNICIPAL LAWS TO PREVENT ACCIDENT OR INJURY TO PERSONS OR ADJACENT TO THE AREA WHERE THIS WORK BEING PERFORMED.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. NOTIFY ARCHITECT OF DISCREPENCIES BEFORE DOING ANY WORK.
- ALL CONCRETE REINFORCING SHALL BE DETAILED IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE OF THE AMERICAN CONCRETE INSTITUTE ACI-315 AND THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI-318-89.
- ALL CONCRETE SHALL BE REGULAR WEIGHT (144 PSF) CONCRETE AND HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3000 LBS. PER SQ. INCH AT 28 DAYS. MINIMUM CEMENT CONTENT 5 BAGS PER CU. YD.
- ALL CONCRETE REINFORCING SHALL BE DEFORMED BARS – A.S.T.M. A615 GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO A.S.T.M. A185.
- ALL STRUCTURAL STEEL BEAMS AND LINTELS SHALL BE A36 STEEL.
- ALL STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE STEEL CONSTRUCTION MANUAL OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
- ALL BOLTS SHALL BE A.S.T.M. A307.
- ALL WELDS SHALL BE MADE BY CERTIFIED WELDERS USING COATED ELECTRODES OF E60XX.
- ALL WELDS SHALL CONFORM WITH THE AMERICAN WELDING SOCIETY SPECS.
- ALL DRILLED-IN CONCRETE ANCHORS SHALL BE WEDGE-TYPE AS MANUFACTURED BY "RED-HEAD" ITT PHILIPS DRILL CO., MICHIGAN CITY, IND. OR EQUAL.
- ALL STEEL SHALL HAVE ONE SHOP COAT OF A RUST-INHIBITING PAINT.
- ALL MORTAR FOR MASONRY WALL CONSTRUCTION SHALL BE TYPE "M" AND CONFORM TO A.S.T.M. C270 SPECIFICATION.
- ALL PORTLAND CEMENT GROUT SHALL CONFORM TO A.S.T.M. C476 SPECIFICATIONS.
- WOOD STUDS AND PLATES: 2X4 HEM FIR (STANDARD OR BETTER) FC=800 PSI, E=1,100,000 PSI. 2X6 HEM FIR (NO.2) FC +800 PSI MIN. E=1,300,000 PSI JOISTS AND COLUMNS: 2" TO 4" THICK, 5" AND WIDER – HEM FIR (NO 2) FB=850 PSI (SINGLE MEMBER USE) E=1,300.00 PSI.
- ALL MULTIPLE M=L OR WOOD BEAMS TO BE BOLTED TOGETHER WITH 2 ROWS OF 1/2" DIA. THRU-BOLTS @ 12" O.C.
- RESIDENTIAL FLOOR LOADS:
LL = 40 PSF; DL = 20 PSF;
PARTITION LOAD = 20 PSF; TL = 80 PSF.
- ROOF LOADS: SNOW L = 30 PSF;
DL = 20 PSF; WIND L = 20 PSF.
- PORCHES/DECKS LOADS: LL = 100 PSF;
DL = 20 PSF; TL = 120 PSF.
- HORIZONTAL/VERTICAL GUARDRAIL AND HANDRAIL THRUST
DESIGN LOAD: = 50 LBF/PFT.

CARPENTRY NOTES

- INSTALL DOUBLE FRAMING AROUND ALL FLOOR OR ROOF OPENINGS OR AS INDICATED, INCLUDING STAIRS OPENINGS AND ACCESS PANELS.
- DO NOT CUT OR DRILL THROUGH THE BOTTOM THIRD OF ANY BEAM OR JOIST.
- AN INSPECTION OF FLOOR JOISTS MUST BE CONDUCTED BEFORE COVERING WITH SHEATHING
- DRYWALL NOTE: USE 5/8" GYPSUM BOARD THROUGHOUT FIRECODE TYPE "C" AT STAIRS, CEILINGS AND BEARING WALLS

SITE NOTES

- CALL 'HOTLINE' TO HAVE EXISTING UNDERGROUND UTILITIES LOCATED.
- VERIFY UTILITY CONNECTIONS WITH UTILITY'S CO.
- GENERAL CONTRACTOR TO PATCH AND MATCH ALL EXISTING SIDEWALKS, CURBS, AND PAVING DEMOLISHED FOR UTILITY WORK. ALL WORK TO MEET EXISTING PROFILES AND ALL ILLINOIS STANDARDS FOR PAVING WORK.
- SLOPE GRADE MINIMUM 6" IN FIRST 10 FEET AWAY FROM BUILDING.
- GRADE TO BE 6" BELOW FLOOR LINE, EXCEPT AT ENTRY. ALL CONCRETE WORK SHALL COMPLY WITH CURRENT A.C.I. STANDARDS.
- ALL EXIT DOORS, THE FLOOR OR LANDING SHALL NOT BE MORE THAN 1/2" LOWER THAN THRESHOLD (MAX. 1/2" HIGH).
- SLOPE ALL CONCRETE STOOPS AND WALKS AWAY FROM BUILDING – MIN. 1/4" PER FOOT – BROOM FINISH. VERIFY AND PROTECT ALL EXISTING UTILITIES.
- PAINT ALL EXPOSED METAL NOT PRE-FINISHED.
- PAINT 4" WIDE PARKING STALL STRIPES.
- CONTRACTOR SHALL RESTORE EXISTING LAWN AREAS, CONCRETE SLABS, CURBS, PAVEMENT, ETC. DAMAGED BY OR DURING CONSTRUCTION.

SUPERVISION NOTES

THESE PLANS WERE PREPARED BY THE ARCHITECT FOR DESIGN ONLY. NO SUPERVISION BY THE ARCHITECT SHALL BE PROVIDED AT THE JOB SITE. THE WORK IN PROGRESS OR SCHEDULING ANY WORK RESPECTIVE TO THE JOB SHALL NOT BE GOVERNED BY ARCHITECT.

CERTIFICATION STATEMENT

STUDIO.G ARCHITECTS LLC
IS AN ILLINOIS REGISTERED DESIGN FIRM
LICENSE NO. 184.006949-0001

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE INTERNATIONAL RESIDENTIAL CODE, NOTED EDITION.

SIGNED

Paul S. Gibas

DATE: 06-18-2024

EXPIRATION DATE: 11-30-24

CODES REFERENCED

2021 International Residential Code
2020 National Electrical Code

SHEET INDEX

SHT.	DESCRIPTION
T1	TITLE SHEET & NOTES
A1	PROPOSED SITE PLAN
A2	PROPOSED FOUNDATION PLAN
A3	PROPOSED ROOF PLAN
A4	PERGOLA SECTION
A5	PERGOLA DETAILS
A6	PERGOLA DETAILS

REVISIONS:
Δ 08/29/2024



studio
architects LLC
125 E. Lake St. #106 info@studiogarchitectsllc.com
Bloomington IL 61708 ph. 773.677.6655

810 S. I-OKA AVE.
MT. PROSPECT IL 60056

SCALE:
N.T.S.

DATE:
06-18-2024

JOB NAME:
2035.2

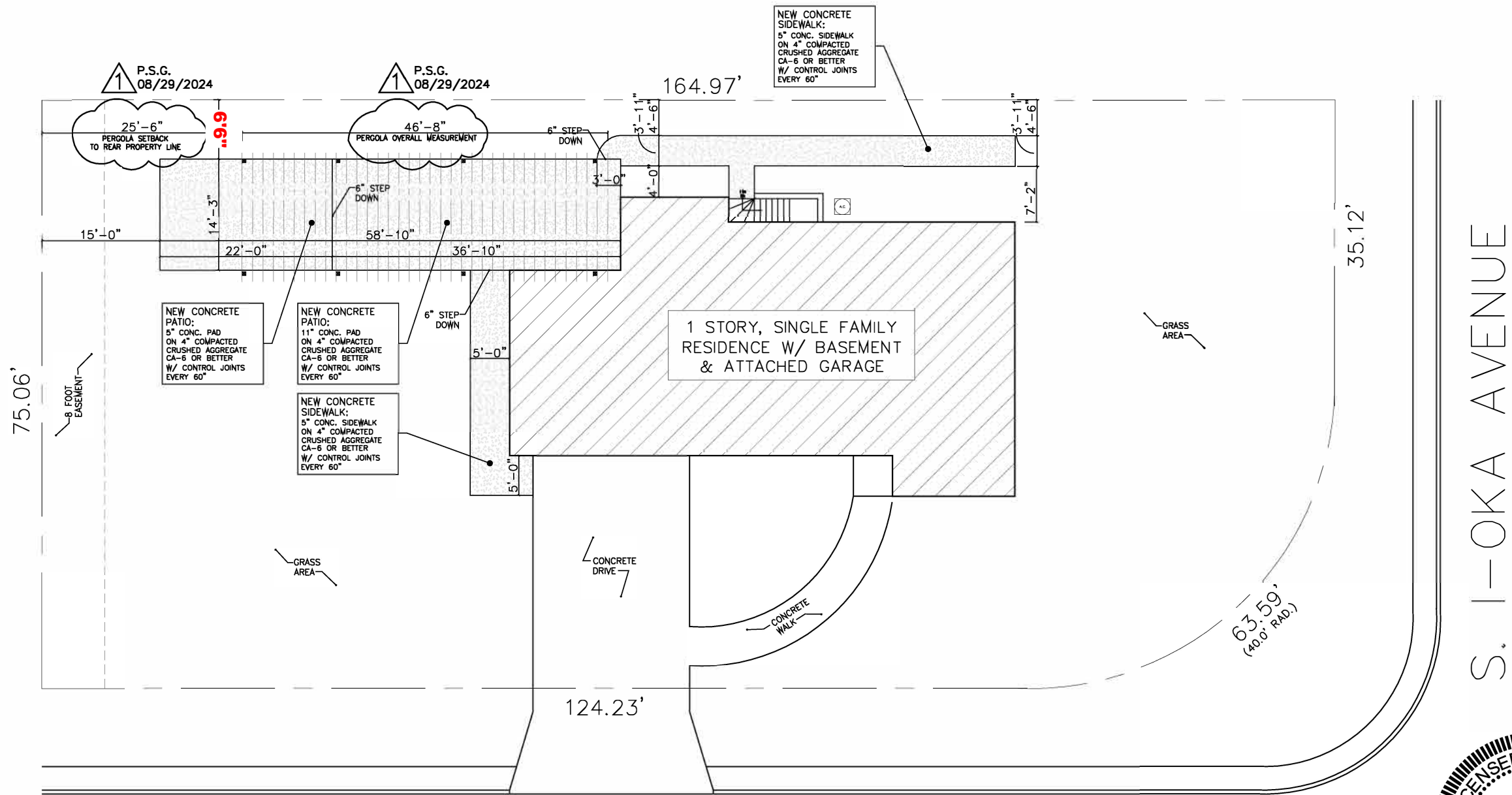
DRAWING TITLE:

PROPOSED
SITE PLAN

SHEET NUMBER:

T1

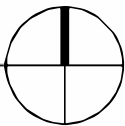
ZONING DATA: R-1 ZONING DISTRICT	
LOT AREA	12,030 S.F.
MAX. IMPERVIOUS AREA.....	45% x 12,030 = 5,413.5 S.F. ALLOWED
EXIST. FIRST FLOOR W/ ATTACHED GARAGE.....	1,962 S.F.
EXISTING CONCRETE DRIVEWAY, PATIO & WALKS.....	811 S.F.
PROPOSED CONC. WALK & PATIO.....	1,209 S.F.
TOTAL PROPOSED RESIDENCE	3,982 S.F. = 33.1% = COMPLIES



W. SUNSET ROAD

SITE PLAN

SCALE: 1/16" = 1'-0"



EXP. DATE: 11-30-24

REVISIONS:
08/29/2024

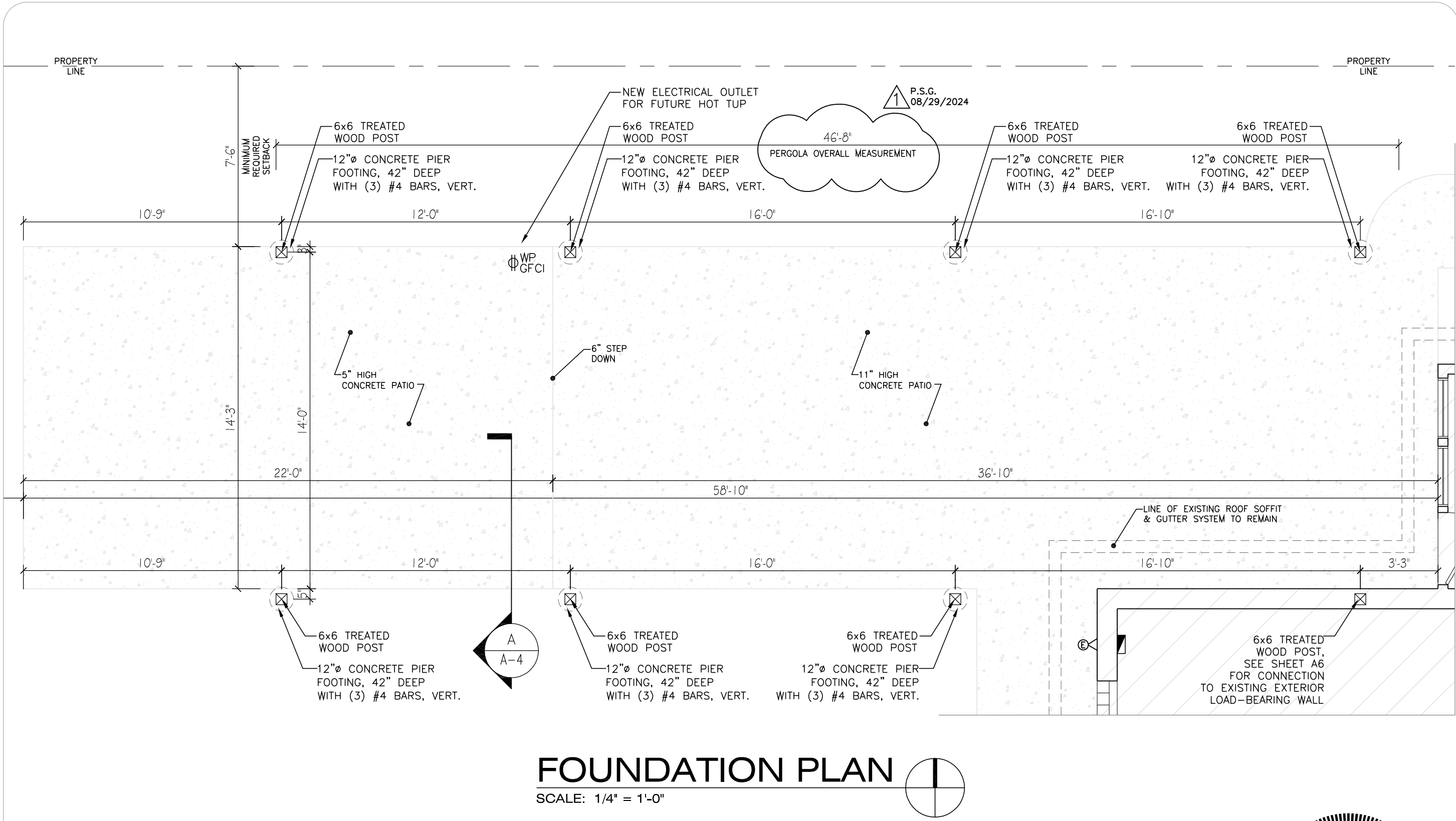


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 Bloomington IL 61708 ph. 773.677.6655

810 S. I-OKA AVE. MT. PROSPECT IL 60056	
JOB NAME: 2035.2	DATE: 06-18-2024
SCALE: 1/16" = 1'-0"	

DRAWING TITLE:
PROPOSED SITE PLAN

SHEET NUMBER:
A1
Page 88 of 201



REVISIONS:
08/29/2024

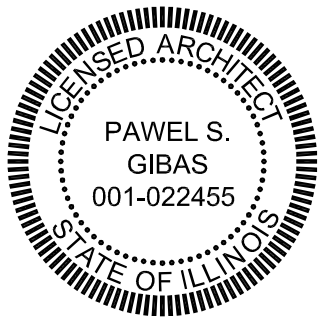


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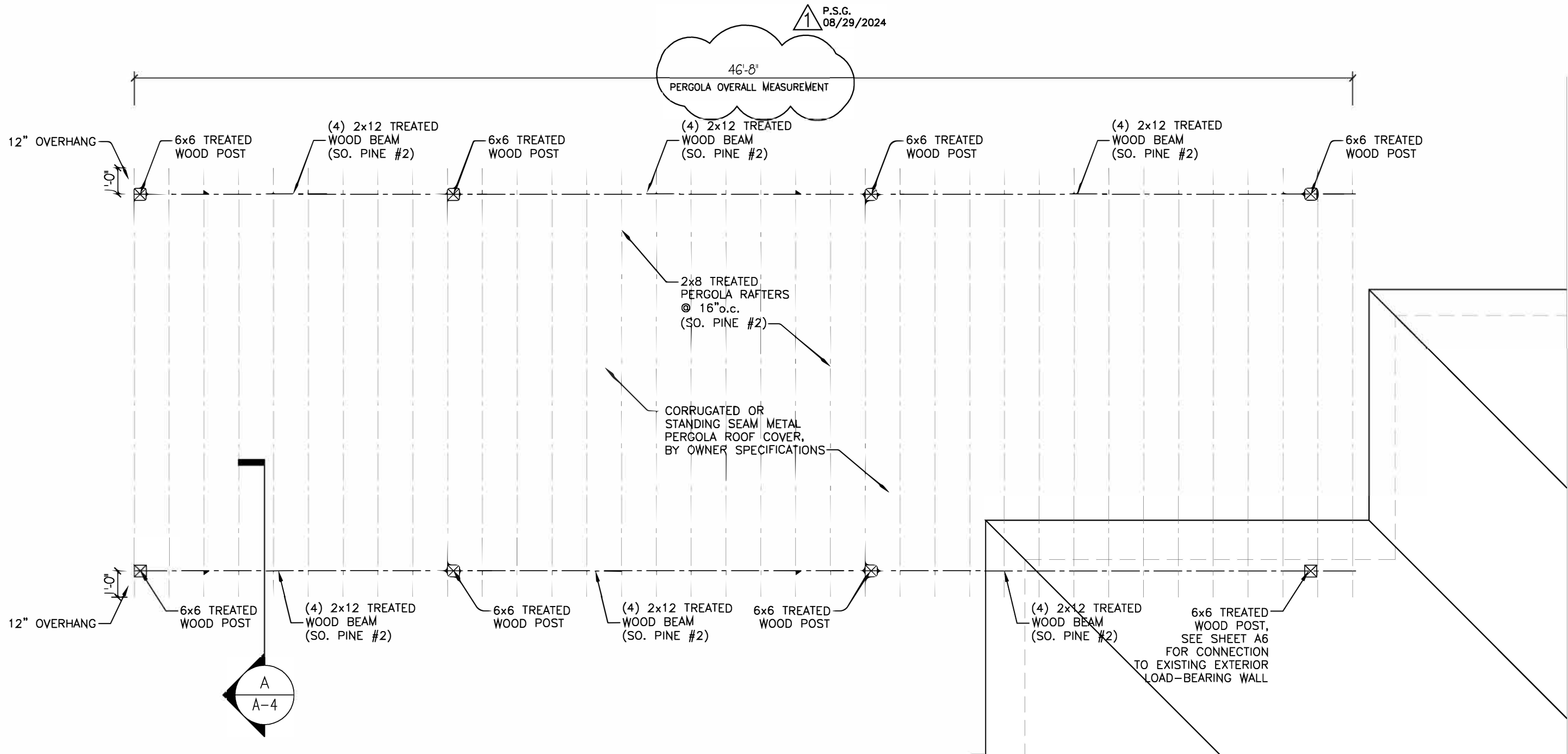
810 S. I-OKA AVE. MT. PROSPECT IL 60056	DATE:	06-18-2024
	JOB NAME:	2035.2
	SCALE:	1/4" = 1'-0"

DRAWING TITLE:
FLOOR PLAN

SHEET NUMBER:
A2
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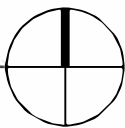


Pawel S. Gibas
EXP. DATE: 11-30-24



ROOF PLAN

SCALE: 1/4" = 1'-0"



REVISIONS:
08/29/2024

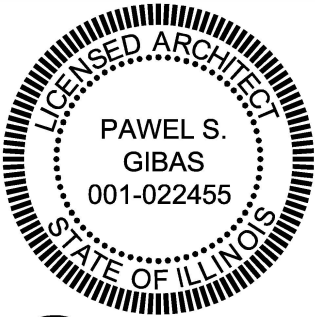


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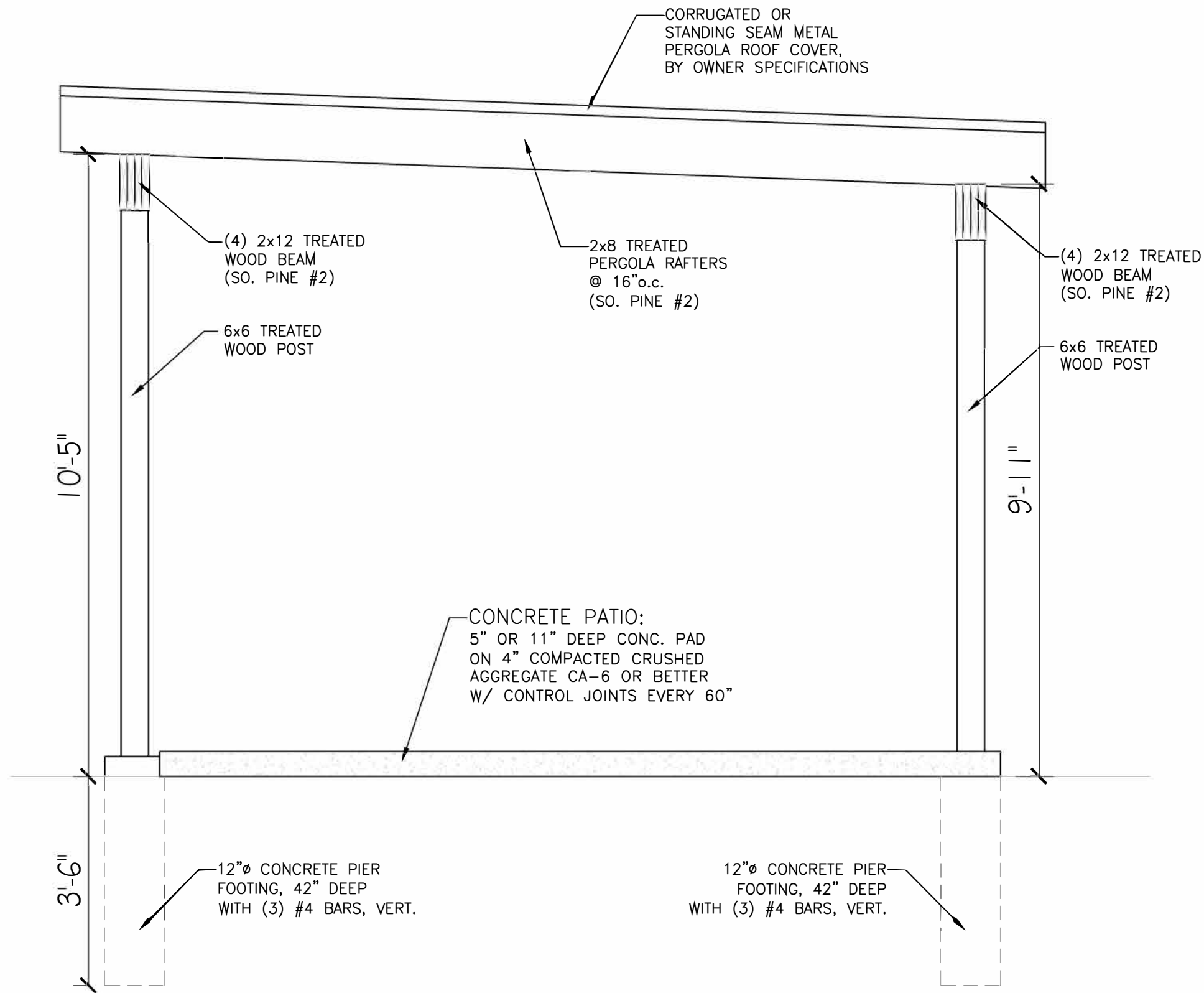
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	SCALE:	1/4" = 1'-0"
JOB NAME:	2035.2	

DRAWING TITLE:
ROOF PLAN

SHEET NUMBER:
A3
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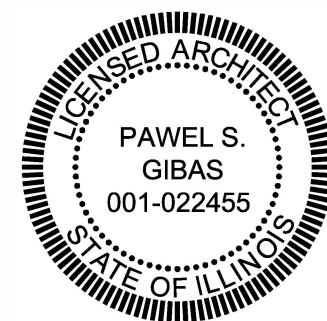
Pawel S. Gibas
EXP. DATE: 11-30-24



PERGOLA SECTION

SCALE: 1/2"=1'-0"

A



Pawel S. Gibas
EXP. DATE: 11-00-24

REVISIONS:
08/29/2024



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architects LLC
125 E. Lake St. #106 info@studiogarchitectsllc.com
Bloomington IL 61708 ph. 773.677.6655

810 S. I-OKA AVE.
MT. PROSPECT IL 60056

SCALE:
1/2" = 1'-0"

DATE:
06-18-2024

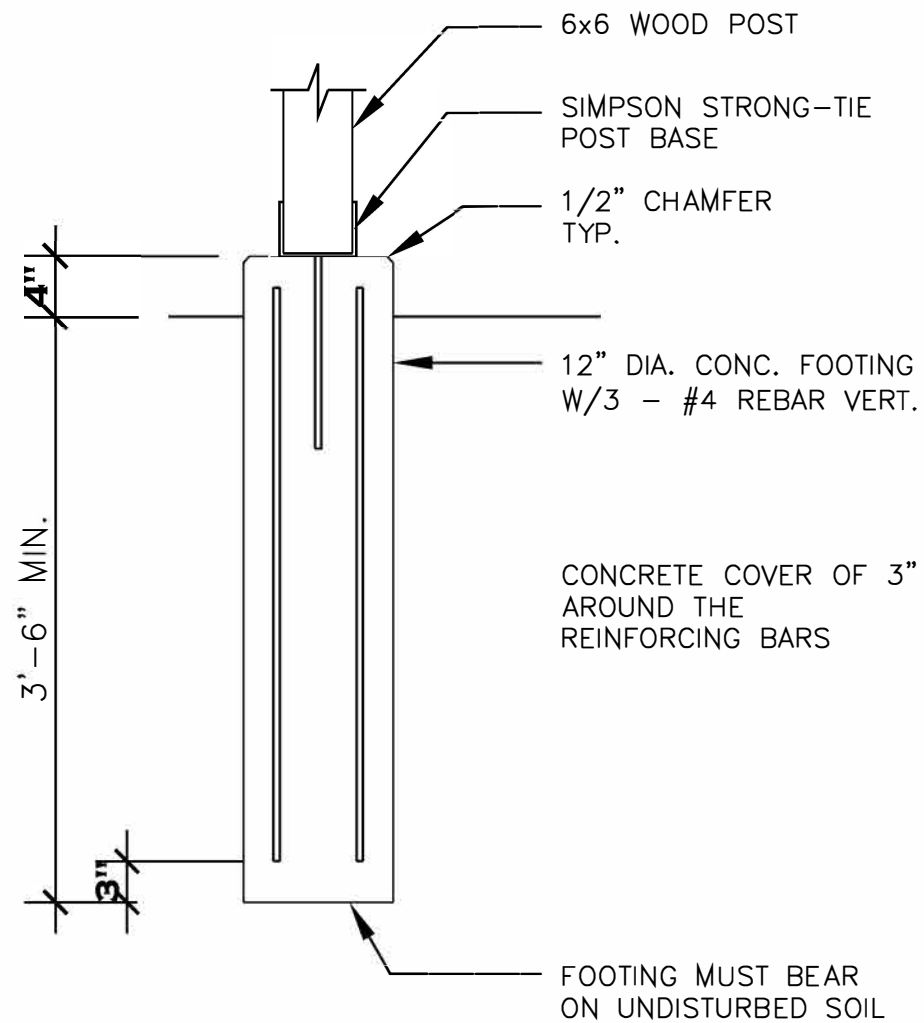
JOB NAME:
2035.2

DRAWING TITLE:

SECTION
& DETAILS

SHEET NUMBER:

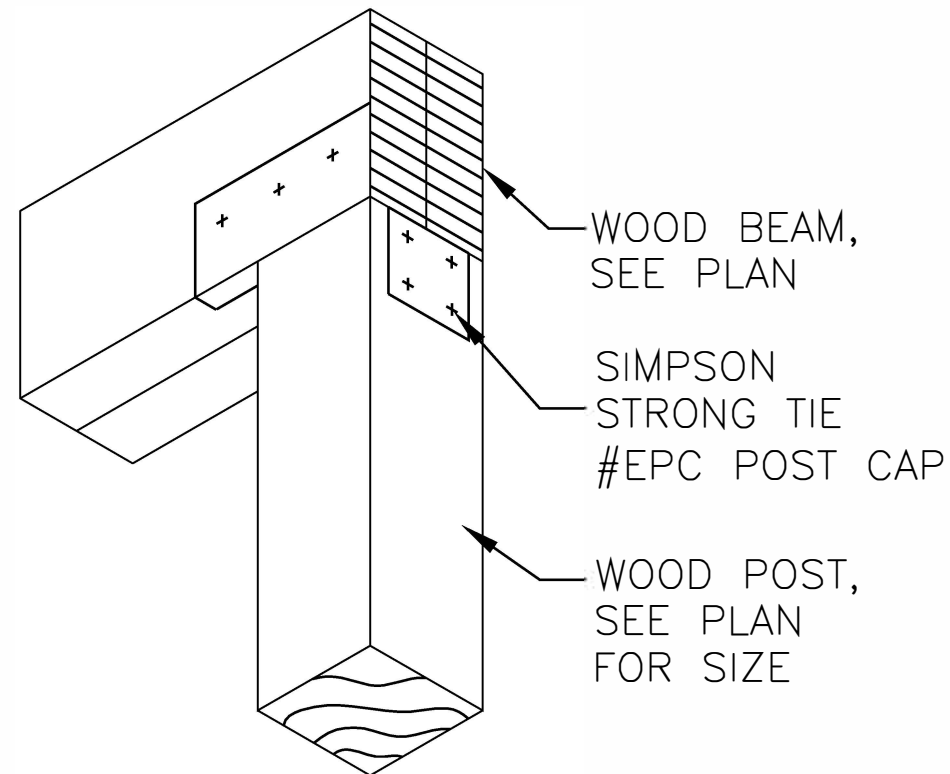
A4



PORCH FOOTING

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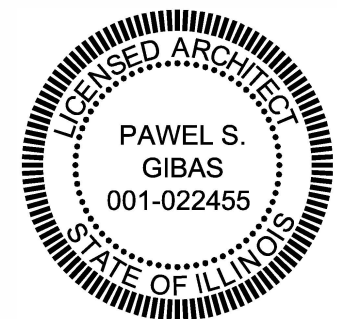
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POST TO BEAM CONNECTION

SCALE: N.T.S.

2



Pawel S. Gibas

EXP. DATE: 11-00-24

REVISIONS:
08/29/2024



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architects LLC

125 E. Lake St. #106 info@studiogarchitectsllc.com
Bloomington IL 60108 ph. 773.677.6655

810 S. I-OKA AVE.
MT. PROSPECT IL 60056

SCALE:
N.T.S.

DATE:
06-18-2024

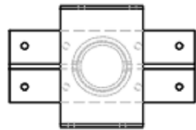
JOB NAME:
2035.2

DRAWING TITLE:

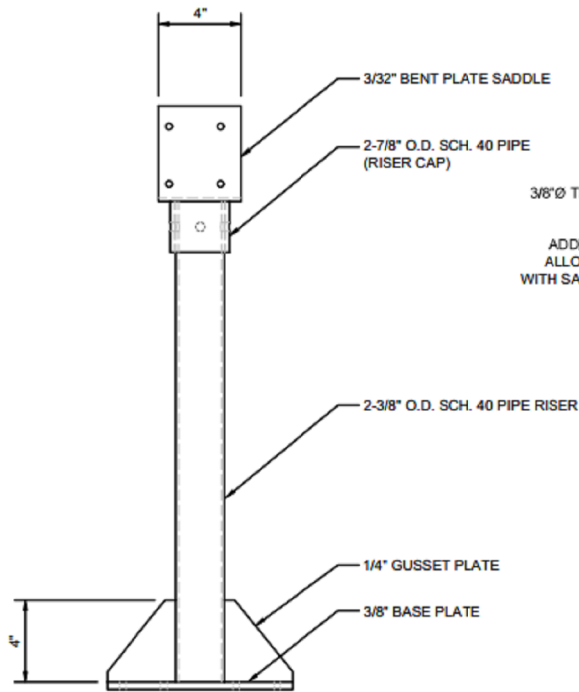
SECTION
& DETAILS

SHEET NUMBER:

A5



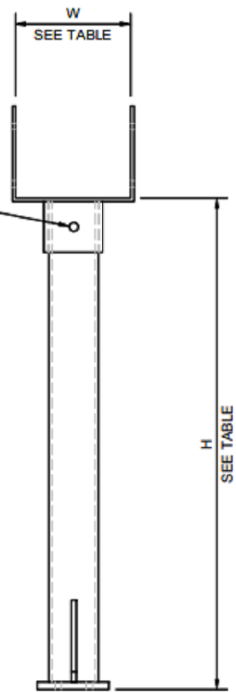
TOP VIEW



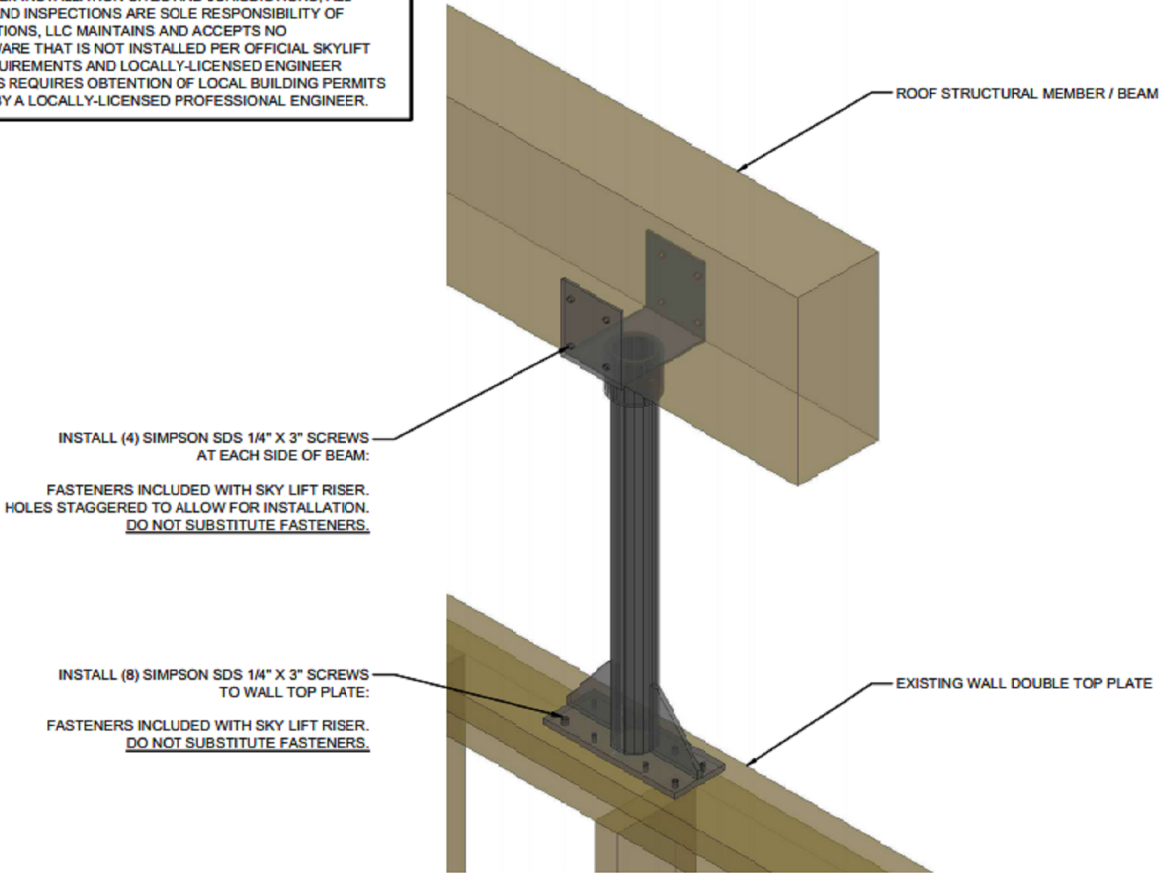
FRONT VIEW

SKY LIFT HEAVY DUTY RISER					
SERIES (RISER HT.)	MODEL #	WEIGHT	DIMENSIONS		NOTES
			W ¹	H	
SK18-HD	SK18-HD 3.5	15 LBS	3-1/2"	18"	
	SK18-HD 5.5	15.2 LBS	5-1/2"	18"	
	SK18-HD 4R	15 LBS	4"	18"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK18-HD 6R	15.2 LBS	6"	18"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK24-HD	SK24-HD 3.5	16.6 LBS	3-1/2"	24"	
	SK24-HD 5.5	17 LBS	5-1/2"	24"	
	SK24-HD 4R	16.6 LBS	4"	24"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK24-HD 6R	17 LBS	6"	24"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK30-HD	SK30-HD 3.5	19 LBS	3-1/2"	30"	
	SK30-HD 5.5	19.2 LBS	5-1/2"	30"	
	SK30-HD 4R	19.1 LBS	4"	30"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK30-HD 6R	19.2 LBS	6"	30"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK36-HD	SK36-HD 3.5	21 LBS	3-1/2"	36"	
	SK36-HD 5.5	21.2 LBS	5-1/2"	36"	

NOTES:
1. FINISH OF ALL SKY LIFT RISER ASSEMBLIES IS POWDER-COATED BLACK, UNLESS NOTED OTHERWISE.
2. USE PROVIDED FASTENERS FOR INSTALLATION. DO NOT SUBSTITUTE FASTENERS.
3. REQUIRED SADDLE SIZE IS FOUND BY USING COLUMN "W" ON TABLE ABOVE (VALUE EQUALS BEAM WIDTH. 1/8" ADDED TO MANUFACTURED WIDTH TO ALLOW FOR INSTALLATION).
4. BECAUSE STRUCTURAL AND CODE REQUIREMENTS VARY GREATLY BETWEEN INSTALLATION SITES AND JURISDICTIONS, ALL PERMITTING, STRUCTURAL DESIGN, STAMPED DRAWINGS/CALCULATIONS AND INSPECTIONS ARE SOLE RESPONSIBILITY OF PURCHASER. SKYLIFT ROOF RISER HARDWARE AND SAGE BRACKET SOLUTIONS, LLC MAINTAINS AND ACCEPTS NO RESPONSIBILITY/LIABILITY FOR SKYLIFT PROVIDED ASSEMBLIES OR HARDWARE THAT IS NOT INSTALLED PER OFFICIAL SKYLIFT ROOF RISER INSTALLATION INSTRUCTIONS (REV 6/14/12), LOCAL CODE REQUIREMENTS AND LOCALLY-LICENSED ENGINEER INSTRUCTIONS AND CALCULATIONS. INSTALLATION OF SKY LIFT PRODUCTS REQUIRES OBTENTION OF LOCAL BUILDING PERMITS AND IS INTENDED TO BE USED WITHIN A STRUCTURAL SYSTEM DESIGNED BY A LOCALLY-LICENSED PROFESSIONAL ENGINEER.



SIDE VIEW



THREE-DIMENSIONAL VIEW
FOR ILLUSTRATIVE PURPOSES ONLY



PART NUMBER(S):
SK18, SK24,
SK30, SK36

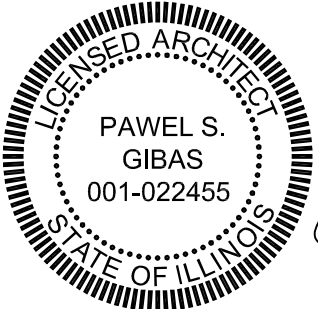
DRAWING NAME:
SKY LIFT
HEAVY DUTY RISER

EGDS PROJECT NO.: SL1

REVISIONS			
NO.	DATE	DRAWN	DESCRIPTION
0	11-12-18	EG	REVISION A
1	01-05-19	EG	REVISION B

SHEET TITLE
SPECIFICATIONS
(CLIENT)

SHEET NO.
SP-1



Pawel Gibas
EXP. DATE: 11-30-24

REVISIONS:
08/29/2024



studio g architects LLC
125 E. Lake St. #106
Bloomington IL 61708
info@studiogarchitectsllc.com
ph. 773.677.6655

810 S. I-OKA AVE.
MT. PROSPECT IL 60056

DATE:
06-18-2024

SCALE:
N.T.S.

JOB NAME:
2035.2

DRAWING TITLE:

SECTION
& DETAILS

SHEET NUMBER:
A6
Page 93 of 201



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: P&Z - 20 - 25 Date of Submission: 8/30/2025 Hearing Date: 11/13/2025
Project Name/Address: 810 S I Oka Ave, CU: Setback Reduction for a Pergola

I. Subject Property

Address(es): 810 S I Oka Avenue, Mount Prospect, IL 60625
Zoning District (s): R-1 Single Family Property Area (Sq.Ft. and/or Acreage): 12,398 Sq.Ft.
Parcel Index Number(s) (PIN(s): 08-14-205-017-0000

II. Zoning Request(s) (Check all that apply)

- ☒ Conditional Use: For Setback Reduction in Interior (North) Side Yard from 7.5 feet to 6.5 feet
☐ Variation(s): To _____
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

The petitioner and property owner, Tomasz Sirant, is seeking conditional use approval to reduce the minimum interior yard setback from 7.5 feet to 6.5 feet for the construction of a pergola attached to the primary home at 810 South I Oka Avenue (the subject property).

IV. Applicant (all correspondence will be sent to the applicant)

Name: Tom Sirant Corporation: _____
Address: 810 South I Oka Avenue
City, State, ZIP Code: Mount Prospect, IL 60625
Phone: (847) 650-4960 Email: sirantelectric@yahoo.com
Interest in Property: Owner
(e.g. owner, buyer, developer, lessee, architect, etc...)



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

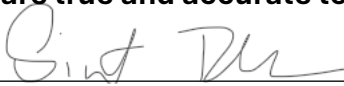
Property Owner

☒ Check if Same as Applicant

Name: Tomasz Sirant Corporation: _____
Address: 810 S I Oka
City, State, ZIP Code: Mount Prospect
Phone: 773-456-1941 Email: Sirantelectric@yahoo.com

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

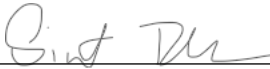
I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant:  Date: 11-5-25
(Signature)

Tomasz Sirant
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner:  Date: 11-5-25
(Signature)

Tomasz Sirant
(Print or Type Name)



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Affidavit of Ownership

COUNTY OF COOK

STATE OF ILLINOIS

I, Tomasz Sirant, under oath, state that I am
(print name)

- ☒ the sole owner of the property
☐ an owner of the property
☐ an authorized officer for the owner of the property

commonly described as 810 S. I OKA, Mt. Prospect IL 60056
(property address and PIN) 08-14-205-017-0000

and that such property is owned by Tomasz Sirant as of this date.
(print name)

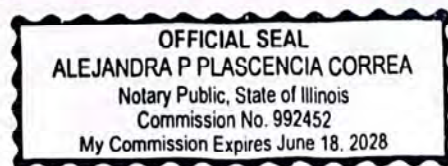
[Signature]

Signature

Subscribed and sworn to before

me this 30 day of

August, 2025



Alejandra P. Plascencia Correa.
Notary Public

This instrument prepared by:

Joseph A. LaZara
7246 W. Touhy
Chicago, IL 60631

Mail future tax bills to:

Tomasz Sirant
810 S. I-Oka Avenue
Mount Prospect, IL 60056

Mail this recorded instrument to:

Laura L. Lundsgaard
317 N. Haman Road
Inverness, IL 60010

TRUSTEE'S DEED

This Indenture, made this 22 day of July, 2020, between Richard T. Doering as Successor Trustee of The Beverly J. Doering Trust dated March 24, 1997, party of the first part, and Tomasz Sirant of 6200 Carriage Way, Rolling Meadows, Illinois 60008, party of the second part.
X AN UNMARRIED MAN

Witnesseth. That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, does hereby grant, sell, and convey unto said party of the second part, the following described real estate, situated in COOK County, State of Illinois, to wit:

LOT 12 IN BLOCK 2 IN LONNQUIST GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1945 AS DOCUMENT NO 13663132, IN BOOK 356 OF PLATS, PAGE 5.

Permanent Index Number(s): 08-14-205-017-0000
Property Address: 810 S. I-Oka Avenue, Mount Prospect, IL 60056

together with the tenements and appurtenances thereunto belonging.

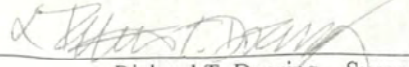
Subject, however, to the general taxes for the year of 2020 and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

To Have and To Hold the same unto said party of the second part, and to the proper use, benefit, and behold forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned.

Individual Trustee(s)

In Witness Whereof, said party of the first part has caused its name to be signed to these presents the day and year first above written.


Richard T. Doering – Successor Trustee

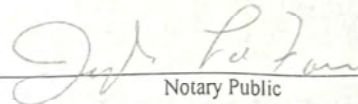
STATE OF ILLINOIS

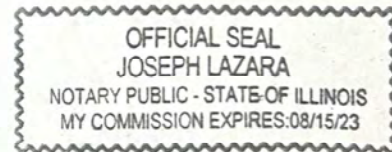
COUNTY OF COOK

)
) SS
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Richard T. Doering as Successor Trustee of The Beverly J.
Doering Trust dated March 24, 1997, as Trustee(s) aforesaid, personally known to me to
be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as
such Trustee(s), appeared before me this day in person and acknowledged that
he/she/they signed and delivered said instrument as his/her/their free and voluntary act
for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 22 day of June, 2020.


Notary Public



TOTAL PAYMENT DUE		2024 First Installment Property Tax Bill - Cook County Electronic Bill						
By 09/01/25	\$0.00	Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
		08-14-205-017-0000	049	16016	2024	(2025)	ELK GROVE	2-03
IF PAYING LATE, PLEASE PAY	09/02/2025 - 10/01/2025		10/02/2025 - 11/01/2025		11/02/2025 - 12/01/2025		LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW	
	\$0.00		\$0.00		\$0.00			

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.66%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
Mt Prospect Park District	\$34,370,083	\$36,220,947	\$3,999,183	88.96%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
Mount Prospect Public School District 57	\$13,474,975	\$30,139,252	\$10,497,291	65.17%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Elk Grove	\$70,673	\$7,617,011	\$398,884	94.76%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%

Total	\$12,237,000,390	\$31,079,100,652	\$16,516,006,141
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For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](https://www.cookcountytreasurer.com)

PAY YOUR TAXES ONLINE

Pay at [cookcountytreasurer.com](https://www.cookcountytreasurer.com) from your bank account or credit card.

IMPORTANT MESSAGES	TAX CALCULATOR		
	2023 TOTAL TAX		
			7,990.31
	2024 ESTIMATE	X	55%
	2024 1st INSTALLMENT	=	4,394.67
	The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.		
PROPERTY LOCATION		MAILING ADDRESS	
810 S I-OKA AVE MOUNT PROSPECT IL 60056		TOMASZ SIRANT 810 S IOKA AVE MT PROSPECT IL 60056-4215	

*** Please see 2024 First Installment Payment Coupon next page ***

2024 First Installment Property Tax Bill

Cook County Payment Coupon

Pursuant to Cook County Ordinance 07-O-68, if you are a mortgage lender, loan servicer, or agent of any entity within the meaning of 35 ILCS 200/20-12, you may not pay using a downloadable tax bill unless you pay the \$5 duplicate bill fee.

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE \$0.00 By 09/01/25 If paying later, refer to amounts above.		IMPORTANT PAYMENT MESSAGES Cook County eBill Click to pay online Click to update Mailing Name/Address		Property Index Number (PIN) 08-14-205-017-0000 Amount Paid TiLG Volume 049	
SN 0020240100 RTN 500001075 AN (see PIN) TC 008922				\$	

00202401002081420501700002008922400

**This is an Official Downloadable Tax Bill Payment Coupon.
Please process this coupon along with payment presented.**

**COOK COUNTY TREASURER
PO BOX 805436
CHICAGO IL 60680-4155**

Standards

Conditional Use - No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

- No** 1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
- No** 2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
- No** 3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
- No** 4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
- No** 5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
- No** 6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village; and
- No** 7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning & Zoning Commission.

Variation - A variation from the zoning regulations shall not be granted or recommended for approval by the Planning and Zoning Commission unless findings of fact based on evidence are made in each specific case that affirm the following standards:

- No** 1. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a specific hardship to the owner would result, as distinguished from a mere inconvenience if the strict letter of the regulations was to be applied;
- No** 2. The conditions upon which an application for a variation are based are unique to the property for which the variation is sought and are not generally applicable to other property within the same zoning classification;
- No** 3. The purpose of the variation is not based primarily upon a desire to increase financial gain;
- No** 4. The alleged difficulty or hardship is caused by this Chapter and has not been created by any person presently having an interest in the property;
- No** 5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
- No** 6. The granting of the variation will not alter the essential character of the neighborhood; and
- 7. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

LEGEND
A = ASSUMED
C = CALCULATED
CH = CHORD
CL = CENTERLINE
D = DEED
E = EAST
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
FT. = FEET/FOOT
L = ARC LENGTH
M = MEASURED
N = NORTH
NE = NORTHEAST
NW = NORTHWEST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RECORD
RAD = RADIUS
R.O.W. = RIGHT OF WAY
S = SOUTH
S.I.P. = SET IRON PIPE
S.I.R. = SET IRON ROD
SE = SOUTHEAST
SW = SOUTHWEST
W = WEST

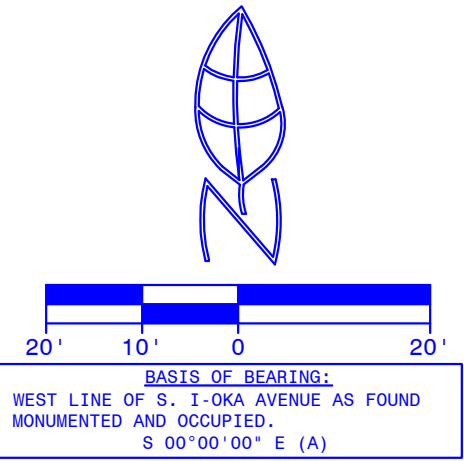
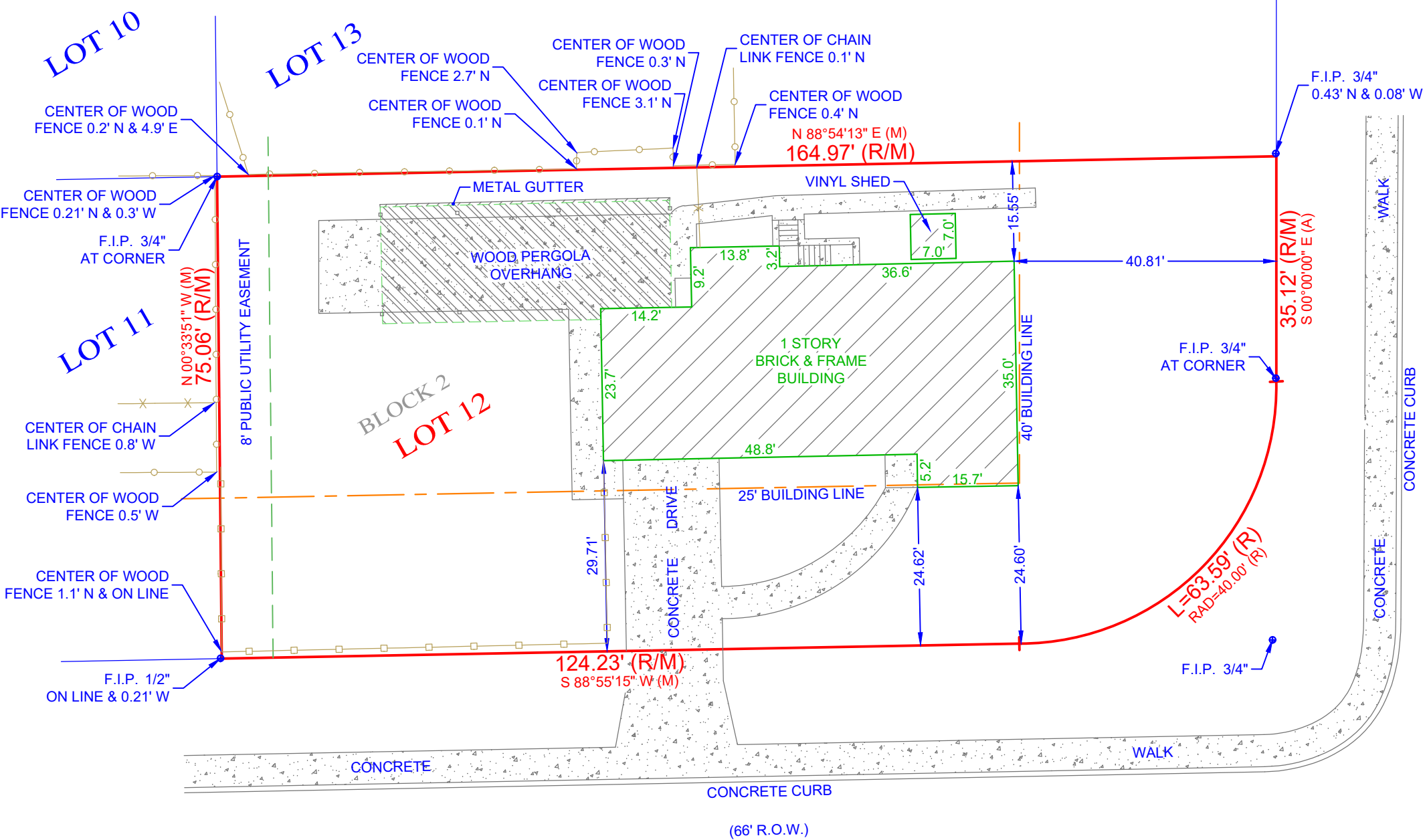
PLAT OF SURVEY
OF

LOT 12 IN BLOCK 2 IN LONNQUIST GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1945 AS DOCUMENT NO 13663132, IN BOOK 356 OF PLATS, PAGE 5.

AREA OF SURVEY:

"CONTAINING 12,030 SQ. FT. OR 0.27 ACRES MORE OR LESS"

CHAIN LINK FENCE
WOOD FENCE
METAL FENCE
VINYL FENCE
EASEMENT LINE
SETBACK LINE
INTERIOR LOT LINE



Morris Engineering, Inc.
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM

STATE OF ILLINOIS }SS
COUNTY OF DUPAGE }
I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DATED, THIS 8TH DAY OF MAY, A.D., 2025, AT LISLE, ILLINOIS.
J. L. Morrison
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2317
LICENSE EXPIRATION DATE NOVEMBER 30, 2026
ILLINOIS BUSINESS REGISTRATION NO. 184-001245



- NOTE:
- ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 - ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
 - COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 - NO DIMENSIONS SHALL BE ASSUMED BY SCALING.

ADDRESS COMMONLY KNOWN AS 810 S. I-OKA AVENUE
MOUNT PROSPECT, ILLINOIS
CLIENT TOMASZ SIRANT
FIELDWORK DATE (CREW) 05/07/2025 (MD/DS)
DRAWN BY: RT REVISED: JOB NO. 25-04-0422

NEW WOOD PERGOLA & CONCRETE PAD & WALKS AT EXISTING 1 STY. SINGLE FAMILY RESIDENCE WITH BASEMENT & ATTACHED GARAGE

ISSUED FOR PERMIT – JUNE 18th 2024

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES OF THE LOCAL JURISDICTION , VILLAGE OF MT. PROSPECT AND THE STATE OF ILLINOIS AT THE TIME OF PERMIT AND CONSTRUCTION.

2. ALL INTERIOR DIMENSIONS ARE TO THE ROUGH FACE OF THE WALL, UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR SHALL VERIFY IN FIELD ALL DIMENSIONS, ANGLES AND EXISTING CONDITIONS BEFORE PROCEEDING WITH ANY WORK.

4. VARIATIONS IN THE FIELD CONDITIONS RELATIVE TO THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT IN WRITTEN. WORK SHALL NOT PROGRESS UNTIL CLARIFICATION FROM THE ARCHITECT IS OBTAINED.

5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS BY INDIVIDUAL SUB-CONTRACTORS SHALL BE REMOVED FROM THE BUILDING AND ADJOINING PROPERTY ON A DAILY BASIS.

6. ALL WORK SHALL BE ERECTED PLUMB, LEVEL AND TRUE AND IN ACCORDANCE WITH DETAILS. EXCESSIVELY SCUFFED, SCRATCHED, DENTED OR OTHERWISE DAMAGED FINISHED SURFACES MUST BE REPAIRED OR REPLACED AS DIRECTED BY OWNER.

7. GENERAL CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND CONSTRUCTION PRIOR TO EXCAVATION AND NOTIFY ARCHITECT UPON FINDING ANY SUCH ADVERSE CONDITIONS/ CONSTRUCTION (CALL J.U.I.E.).

8. EXCAVATOR, CONCRETE CONTRACTOR AND G.C. TO NOTIFY UTILITY COMPANIES PRIOT TO EXCAVATING FOR GAS, WATER, ELECTRIC, SEWER, CABLE AND TELEPHONE LINES (CALL J.U.I.E.).

9. EXCAVATING CONTRACTOR RESPONSIBLE FOR ROUGH GRADING. LANDSCAPE CONTRACTOR RESPONSIBLE FOR FINISH GRADING.

10. DO NOT SCALE DRAWINGS. LARGE SCALE DRAWINGS AND DETAILS GOVERN OVER SMALLER SCALE DRAWINGS.

11. FLASHING TO BE PROVIDED AT ALL EXTERIOR OPENINGS, INCLUDING WINDOW HEADS, HORIZONTAL WOOD TRIM, STOPS, WINDOW AND DOOR SILLS, AT BOTTOM OF ALL CAVITY WALLS, AT ALL ROOF VALLEYS AND AT CHIMNEY INTERSECTIONS AND SHALL BE INSTALLED IN SUCH A MANNER TO BE LEAK PROOF.

12. EXCAVATE LOOSE FILL AND PROVIDE COMPACTED FILL TO LEVEL OF CRUSHED GRAVEL.

13. SMOKING IS PROHIBITED IN BUILDING OR ON SITE EXCEPT FOR DESIGNATED SMOKING AREAS.

14. ALL NAILS, SCREWS, ETC. SHOULD BE SECURED DAILY.

15. ALL PERMIT FEES OR BUSINESS LICENSES TO BE PAID BY RESPECTIVE SUB-CONTRACTORS.

16. OWNER SHALL PAY THE GENERAL BUILDING PERMIT FEE.

17. THE GENERAL CONTRACTOR SHALL PROVIDE A "PORT-A-JOHN" FOR USE DURING THE DURATION OF CONSTRUCTION. THE LOCATION SHALL BE APPROVED BY THE OWNER.

18. "ABC" FIRE EXTINGUISHERS TO BE VISIBLE & ACCESSIBLE WHERE REQUIRED.

19. THE SUB-CONTRACTORS SHALL NOTIFY THE OWNER IF DRIVEWAY, ELECTRICAL POWER OR PLUMBING SUPPLIES WILL BE OUT OF SERVICE FOR A PERIOD GREATER THAN SIX HOURS. THIS NOTICE SHOULD BE GIVEN 24 HOURS IN ADVANCE.

20. ALL INTERIOR FINISHES TO MEET CLASS 1 FLAME SPREAD (0-25 F.S.R.).

21. ALL EXIT DOORS TO BE KEYLESS IN THE DIRECTION OF EXIT.

22. ALL CONTRACTORS, SUB-CONTRACTORS, AND SUPPLIERS MUST HAUL AWAY A GARBAGE, DEBRIS, AND SCRAPS RESULTING FROM THEIR WORK AT THE SITE. THE ABOVE MUST BE SWEPT UP AT THE END OF EACH DAY AND HAULED AWAY. NO DEBRIS SHALL BE PLACED FOR REMOVAL BY THE OWNERS SITE GARBAGE COLLECTION SERVICE. ANY DEBRIS LEFT BY CONTRACTORS, SUB-CONTRACTORS, OR SUPPLIERS SHALL HAULED AWAY AT THEIR EXPENSE.

GENERAL NOTES:

23. ROUGH CARPENTER TO PROVIDE 2X12 BLOCKING AT ALL BATH ACCESSORY LOCATIONS, ACCESSIBILITY HANDRAIL LOCATIONS, AND ALL CLST. SHELF LOCATIONS.

24. ALL FINISH WOOD FLOOR AND WOOD TRIM MATERIAL TO BE ON SITE TO ACCLIMATE MIN. 7 DAYS PRIOR TO INSTALLATION.

25. FOR ALL OWNER SUPPLIED ITEMS TO BE DELIVERED F.O.B. TAILGATE, CONTRACTOR IS RESPONSIBLE FOR LOADING AND STORAGE OF MATERIALS.

26. COORDINATE DOOR HARDWARE TYPE WITH OWNER/ARCHITECT PRIOR TO BORING DOORS.

27. "JOB COPY" ORIGINAL PERMIT DRAWINGS AND THE ORIGINAL PERMIT CARD TO BE KEPT AT THE JOB SITE AND ACCESSIBLE TO INSPECTORS AT ALL TIMES.

28. ALL CONTRACTORS AND SUB-CONTRACTORS RESPONSIBLE FOR ALL APPLICABLE PERMITS, BONDS, AND INSURANCE. CONTRACTOR TO SAVE AND PROVIDE TO OWNER ALL PAPERWORK AND LITERATURE PROVIDED WITH ANY OWNER AND/OR CONTRACTOR SUPPLIED ITEM.

29. THE G.C. SHALL NOT PROCEED WITH ANY ADDITIONAL WORK OR CHANGES FOR WHICH HE EXPECTS ADDITIONAL COMPENSATION BEYOND THE ORIGINAL CONTRACT AMOUNT, WITHOUT WRITTEN AUTHORIZATION FROM OWNER. FAILURE TO OBTAIN SUCH AUTHORIZATION SHALL INVALIDATE ANY CLAIM FOR EXTRA COMPENSATION.

30. NO SUBSTITUTION WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/OWNER.

31. PROVIDE EXPANSIVE "FIRE-STOP" PUTTY AT ALL THROUGH-PLATE PENETRATIONS AND 2X4 BLOCKING AT ALL SOFFITS. FIRESTOPPING SHALL BE PROVIDED AT ALL JUNCTIONS OF VERTICAL AND HORIZONTAL INCLOSED SPACES, SUCH AS TOPS OF STAIRS, BOT. OR BACK SIDES OF SOPHIST, TOPS OF PLUMBING WALLS, ETC.

32. ALL FLOOR FINISHES SHALL HAVE F.S.R. NOT GREATER THAN 75.

33. THESE DRAWINGS INDICATE THE INTENT, GENERAL CHARACTER, REQUIREMENTS AND APPROXIMATE LOCATION OF THE WORK SHOWN. THE CONTRACTOR SHALL BE EXPECTED TO WORK WITH UNFORESEEN FIELD CONDITIONS, REQUIRING MINOR DESIGN ADJUSTMENTS AND SHALL BE EXPECTED TO PROVIDE A FULLY COMPLETE AND OPERATIONAL BUILDING AND ALL BUILDING SYSTEMS.

34. ALL CONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DEATH, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN PART OR IN FULL BY ANY NEGLIGENCE OR OMISION BY THE CONTRACTOR OR HIS AGENTS. THIS NEGLIGENCE INCLUDES FAILURE TO OBSERVE CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.

35. ALL CONTRACTORS TO VISIT PREMISE, NOTE CONDITIONS PERTAINING TO WORK TO BE DONE, CHECK AND VERIFY ALL NOTES, FIGURES AND DIMENSIONS AT THE SITE BEFORE FABRICATING ANY NEW CONSTRUCTION. VARIATION IN FIELD CONDITIONS RELATIVE TO CONTRACT DOCUMENTS SHALL BE REPORTED TO ARCHITECT IN WRITING, AND WORK SHELL NOT PROGRESS UNTIL PERMISSION FROM ARCHITECT OR HIS AGENT IS OBTAINED.

36. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.

37. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS, UNRELIEVED BY REVIEW BY SHOP DRAWINGS; FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS; FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING SCAFFOLDING, BRACING, ERECTION, ETC); FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON JOB SITE; AND FOR THE PEOPLE AND PROPERTY AT THE SITE

38. INFORMATION CONTAINING ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT

STRUCTURAL GENERAL NOTES

- CONTRACTOR SHALL MAINTAIN ADEQUATE PROTECTION OF ALL WORK FROM DAMAGE AND PROTECT OWNER'S PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THIS WORK.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF EMPLOYEES AND COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE, AND MUNICIPAL LAWS TO PREVENT ACCIDENT OR INJURY TO PERSONS OR ADJACENT TO THE AREA WHERE THIS WORK BEING PERFORMED.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. NOTIFY ARCHITECT OF DISCREPENCIES BEFORE DOING ANY WORK.
- ALL CONCRETE REINFORCING SHALL BE DETAILED IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE OF THE AMERICAN CONCRETE INSTITUTE ACI-315 AND THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI-318-89.
- ALL CONCRETE SHALL BE REGULAR WEIGHT (144 PSF) CONCRETE AND HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3000 LBS. PER SQ. INCH AT 28 DAYS. MINIMUM CEMENT CONTENT 5 BAGS PER CU. YD.
- ALL CONCRETE REINFORCING SHALL BE DEFORMED BARS – A.S.T.M. A615 GRADE 60. ALL WELDED WIRE FABRIC SHALL CONFORM TO A.S.T.M. A185.
- ALL STRUCTURAL STEEL BEAMS AND LINTELS SHALL BE A36 STEEL.
- ALL STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE STEEL CONSTRUCTION MANUAL OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
- ALL BOLTS SHALL BE A.S.T.M. A307.
- ALL WELDS SHALL BE MADE BY CERTIFIED WELDERS USING COATED ELECTRODES OF E60XX.
- ALL WELDS SHALL CONFORM WITH THE AMERICAN WELDING SOCIETY SPECS.
- ALL DRILLED-IN CONCRETE ANCHORS SHALL BE WEDGE-TYPE AS MANUFACTURED BY "RED-HEAD" ITT PHILIPS DRILL CO., MICHIGAN CITY, IND. OR EQUAL.
- ALL STEEL SHALL HAVE ONE SHOP COAT OF A RUST-INHIBITING PAINT.
- ALL MORTAR FOR MASONRY WALL CONSTRUCTION SHALL BE TYPE "M" AND CONFORM TO A.S.T.M. C270 SPECIFICATION.
- ALL PORTLAND CEMENT GROUT SHALL CONFORM TO A.S.T.M. C476 SPECIFICATIONS.
- WOOD STUDS AND PLATES: 2X4 HEM FIR (STANDARD OR BETTER) FC=800 PSI, E=1,100,000 PSI. 2X6 HEM FIR (NO.2) FC +800 PSI MIN. E=1,300,000 PSI JOISTS AND COLUMNS: 2" TO 4" THICK, 5" AND WIDER – HEM FIR (NO 2) FB=850 PSI (SINGLE MEMBER USE) E=1,300.00 PSI.
- ALL MULTIPLE M=L OR WOOD BEAMS TO BE BOLTED TOGETHER WITH 2 ROWS OF 1/2" DIA. THRU-BOLTS @ 12" O.C.
- RESIDENTIAL FLOOR LOADS:
LL = 40 PSF; DL = 20 PSF;
PARTITION LOAD = 20 PSF; TL = 80 PSF.
- ROOF LOADS: SNOW L = 30 PSF;
DL = 20 PSF; WIND L = 20 PSF.
- PORCHES/DECKS LOADS: LL = 100 PSF;
DL = 20 PSF; TL = 120 PSF.
- HORIZONTAL/VERTICAL GUARDRAIL AND HANDRAIL THRUST
DESIGN LOAD: = 50 LBF/PFT.

CARPENTRY NOTES

- INSTALL DOUBLE FRAMING AROUND ALL FLOOR OR ROOF OPENINGS OR AS INDICATED, INCLUDING STAIRS OPENINGS AND ACCESS PANELS.
- DO NOT CUT OR DRILL THROUGH THE BOTTOM THIRD OF ANY BEAM OR JOIST.
- AN INSPECTION OF FLOOR JOISTS MUST BE CONDUCTED BEFORE COVERING WITH SHEATHING
- DRYWALL NOTE: USE 5/8" GYPSUM BOARD THROUGHOUT. FIRECODE TYPE "C" AT STAIRS, CEILINGS AND BEARING WALLS

SITE NOTES

- CALL 'HOTLINE' TO HAVE EXISTING UNDERGROUND UTILITIES LOCATED.
- VERIFY UTILITY CONNECTIONS WITH UTILITY'S CO.
- GENERAL CONTRACTOR TO PATCH AND MATCH ALL EXISTING SIDEWALKS, CURBS, AND PAVING DEMOLISHED FOR UTILITY WORK. ALL WORK TO MEET EXISTING PROFILES AND ALL ILLINOIS STANDARDS FOR PAVING WORK.
- SLOPE GRADE MINIMUM 6" IN FIRST 10 FEET AWAY FROM BUILDING.
- GRADE TO BE 6" BELOW FLOOR LINE, EXCEPT AT ENTRY. ALL CONCRETE WORK SHALL COMPLY WITH CURRENT A.C.I. STANDARDS.
- ALL EXIT DOORS, THE FLOOR OR LANDING SHALL NOT BE MORE THAN 1/2" LOWER THAN THRESHOLD (MAX. 1/2" HIGH).
- SLOPE ALL CONCRETE STOOPS AND WALKS AWAY FROM BUILDING – MIN. 1/4" PER FOOT – BROOM FINISH. VERIFY AND PROTECT ALL EXISTING UTILITIES.
- PAINT ALL EXPOSED METAL NOT PRE-FINISHED.
- PAINT 4" WIDE PARKING STALL STRIPES.
- CONTRACTOR SHALL RESTORE EXISTING LAWN AREAS, CONCRETE SLABS, CURBS, PAVEMENT, ETC. DAMAGED BY OR DURING CONSTRUCTION.

SUPERVISION NOTES

THESE PLANS WERE PREPARED BY THE ARCHITECT FOR DESIGN ONLY. NO SUPERVISION BY THE ARCHITECT SHALL BE PROVIDED AT THE JOB SITE. THE WORK IN PROGRESS OR SCHEDULING ANY WORK RESPECTIVE TO THE JOB SHALL NOT BE GOVERNED BY ARCHITECT.

CERTIFICATION STATEMENT

STUDIO.G ARCHITECTS LLC
IS AN ILLINOIS REGISTERED DESIGN FIRM
LICENSE NO. 184.006949-0001

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE INTERNATIONAL RESIDENTIAL CODE, NOTED EDITION.

SIGNED

Paul S. Gibas

DATE: 06-18-2024

EXPIRATION DATE: 11-30-24

CODES REFERENCED

2021 International Residential Code
2020 National Electrical Code

SHEET INDEX

SHT.	DESCRIPTION
T1	TITLE SHEET & NOTES
A1	PROPOSED SITE PLAN
A2	PROPOSED FOUNDATION PLAN
A3	PROPOSED ROOF PLAN
A4	PERGOLA SECTION
A5	PERGOLA DETAILS
A6	PERGOLA DETAILS

REVISIONS:
08/29/2024



studio
architects LLC
125 E. Lake St. #106 info@studiogarchitectsllc.com
Bloomington IL 61701 ph. 773.677.6655

810 S. I-OKA AVE. MT. PROSPECT IL 60056	SCALE: N.T.S.
JOB NAME: 2035.2	DATE: 06-18-2024

DRAWING TITLE:

PROPOSED
SITE PLAN

SHEET NUMBER:

T1

ZONING DATA: R-1 ZONING DISTRICT		
LOT AREA	12,030 S.F.	
MAX. IMPERVIOUS AREA.....	45% x 12,030 = 5,413.5 S.F.	ALLOWED
EXIST. FIRST FLOOR W/ ATTACHED GARAGE.....	1,962 S.F.	
EXISTING CONCRETE DRIVEWAY, PATIO & WALKS.....	811 S.F.	
PROPOSED CONC. WALK & PATIO	1,209 S.F.	
TOTAL PROPOSED RESIDENCE	3,982 S.F.	= 33.1% = COMPLIES

EXIST. FIRST FLOOR W/ ATTACHED GARAGE.....	1,962	S.F.
EXISTING CONCRETE DRIVEWAY, PATIO & WALKS.....	811	S.F.
PROPOSED CONC. WALK & PATIO	1,209	S.F.

[illegible]

SITE PLAN

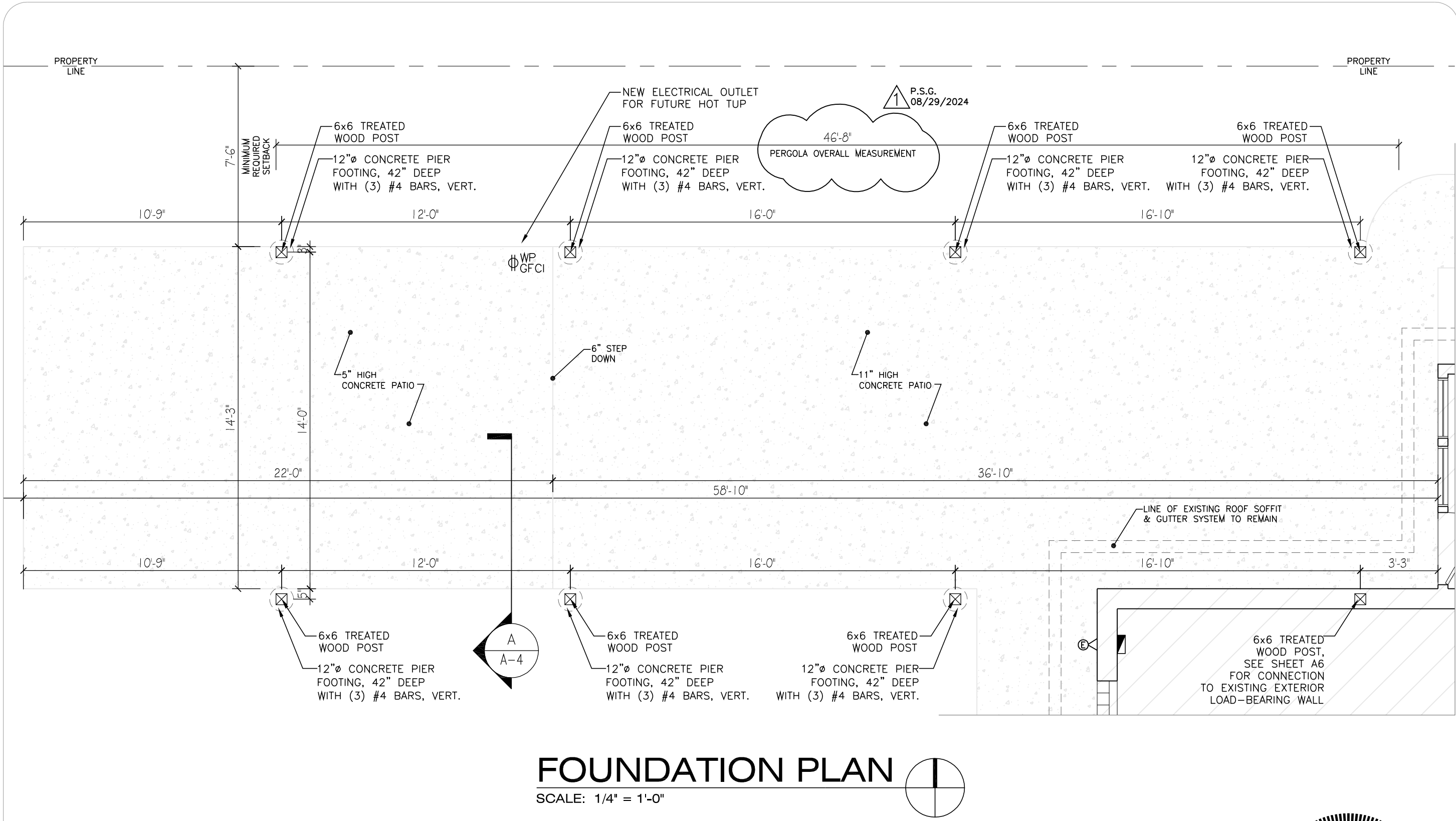


EXP. DATE: 11-30-24

~~Age 10-101-201~~

2035.2

A1



REVISIONS:
08/29/2024

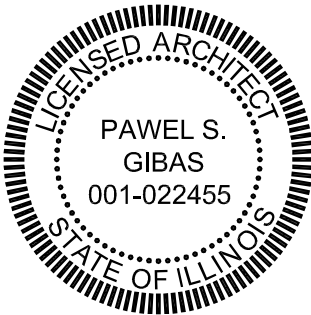


Studio
architects LLC
125 E. Lake St. #106 info@studiogarchitectsllc.com
Bloomington IL 61708 ph. 773.677.6655

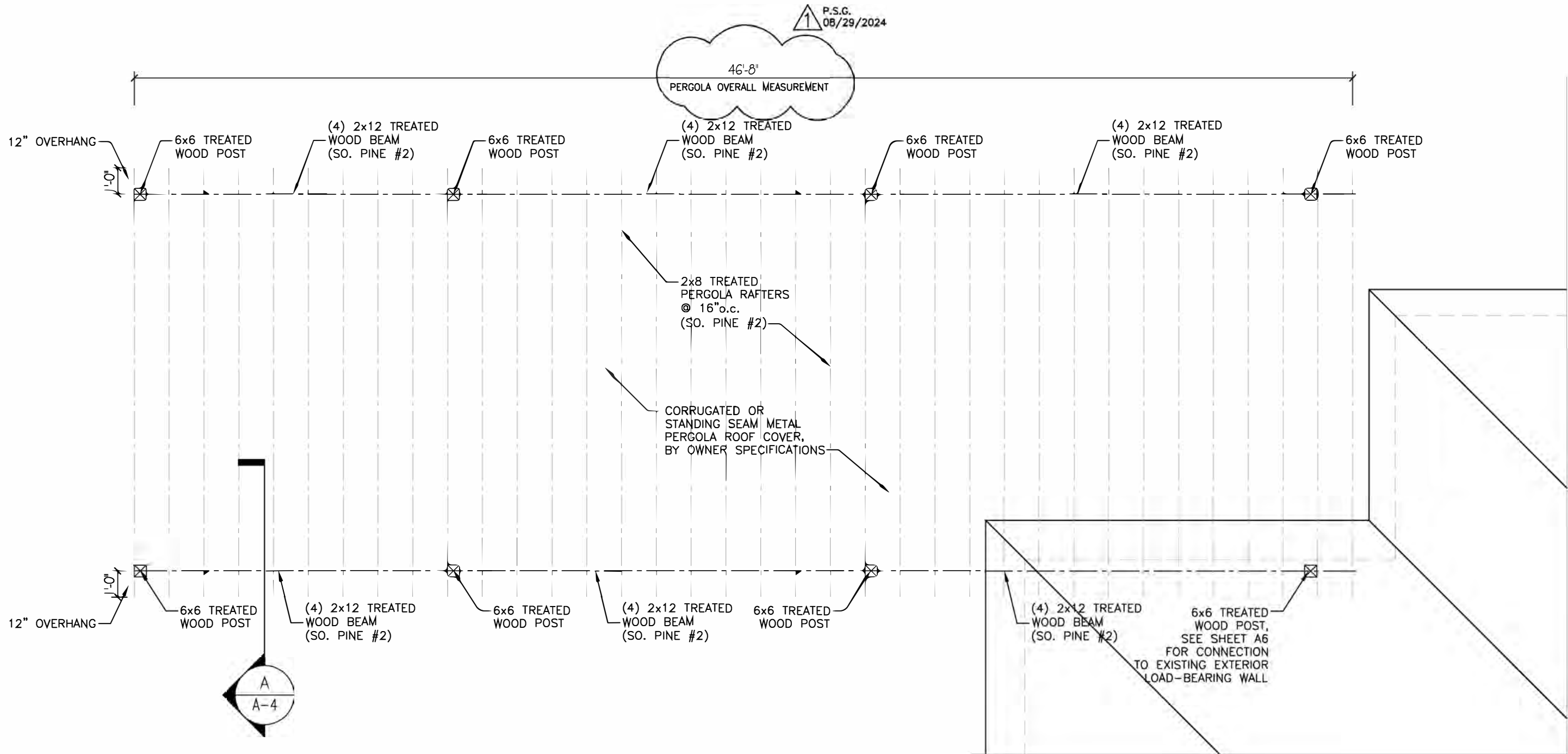
810 S. I-OKA AVE. MT. PROSPECT IL 60056	DATE:	06-18-2024	SCALE:	1/4" = 1'-0"
	JOB NAME:	2035.2		

DRAWING TITLE:
FLOOR PLAN

SHEET NUMBER:
A2
Page 105 of 201

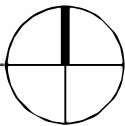


Pawel S. Gibas
EXP. DATE: 11-30-24



ROOF PLAN

SCALE: 1/4" = 1'-0"



[Signature]
EXP. DATE: 11-30-24

REVISIONS:	
1	08/29/2024

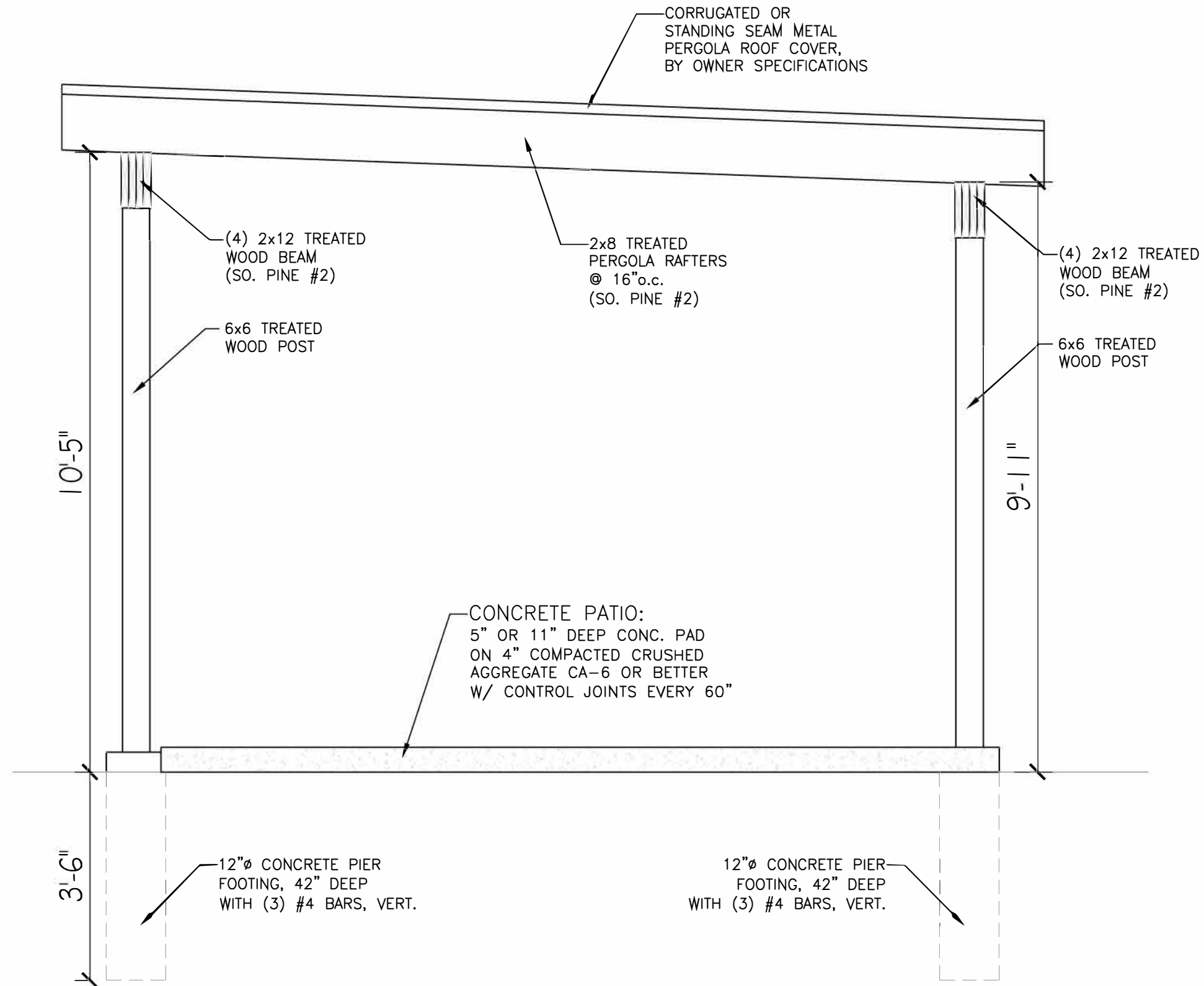


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125 E. Lake St. #108 info@studiogarchitectsllc.com
Bloomington IL 60008 ph. 773.677.6655

810 S. I-OKA AVE. MT. PROSPECT IL 60056	DATE:	06-18-2024	SCALE:	1/4" = 1'-0"
	JOB NAME:	2035.2		

DRAWING TITLE:
ROOF PLAN

SHEET NUMBER:
A3



PERGOLA SECTION

SCALE: 1/2"=1'-0"

A



Pawel S. Gibas
EXP. DATE: 11-30-24

REVISIONS:
08/29/2024



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g architects LLC
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810 S. I-OKA AVE.
MT. PROSPECT IL 60056

SCALE:
1/2" = 1'-0"

DATE:
06-18-2024

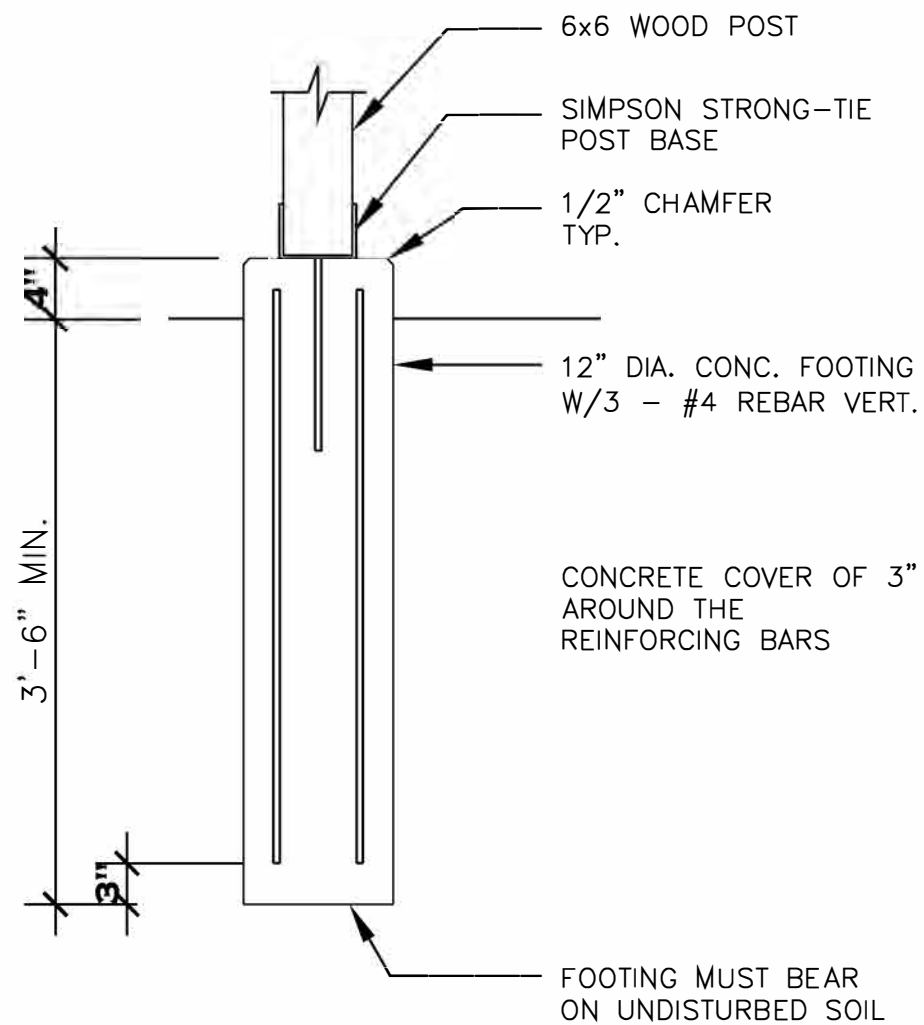
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2035.2

DRAWING TITLE:

SECTION
& DETAILS

SHEET NUMBER:

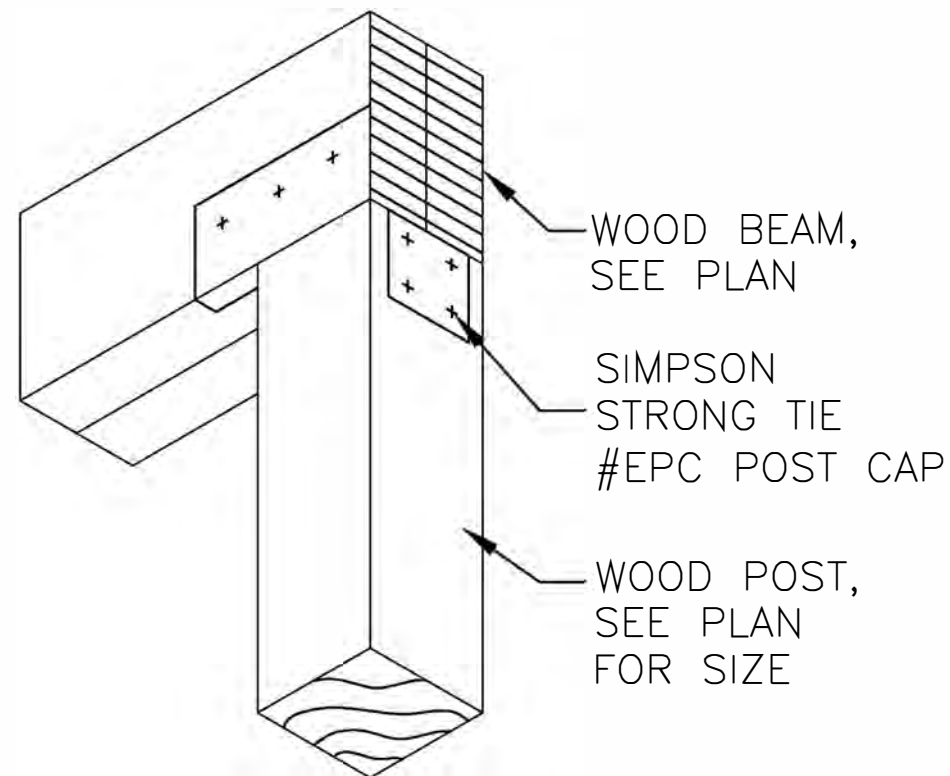
A4



PORCH FOOTING

SCALE: N.T.S.

1



POST TO BEAM CONNECTION

SCALE: N.T.S.

2



Pawel S. Gibas

EXP. DATE: 11-30-24

REVISIONS:

08/29/2024



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architects LLC

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SCALE:
N.T.S.

DATE:
06-18-2024

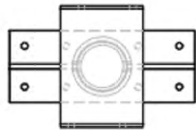
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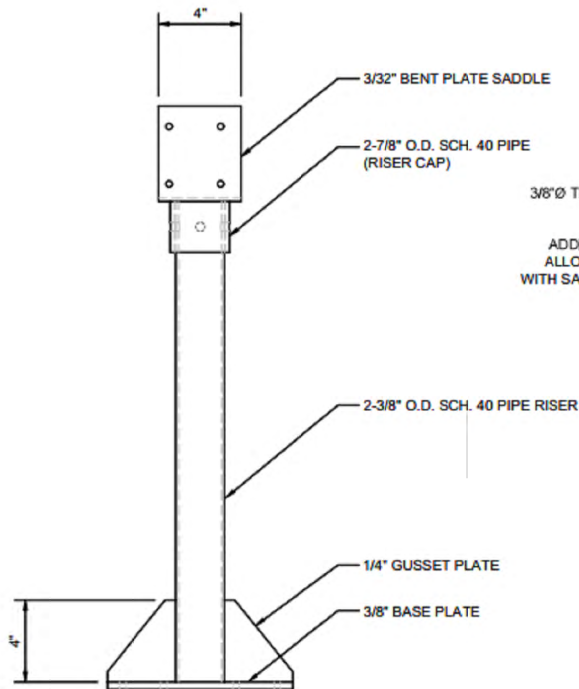
SECTION
& DETAILS

SHEET NUMBER:

A5



TOP VIEW

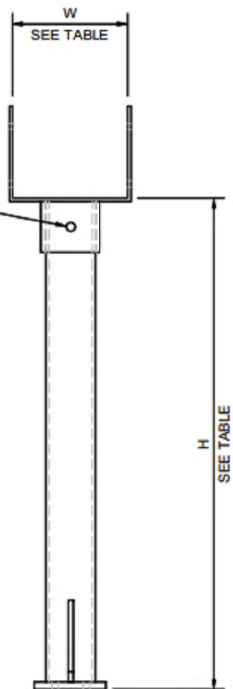


FRONT VIEW

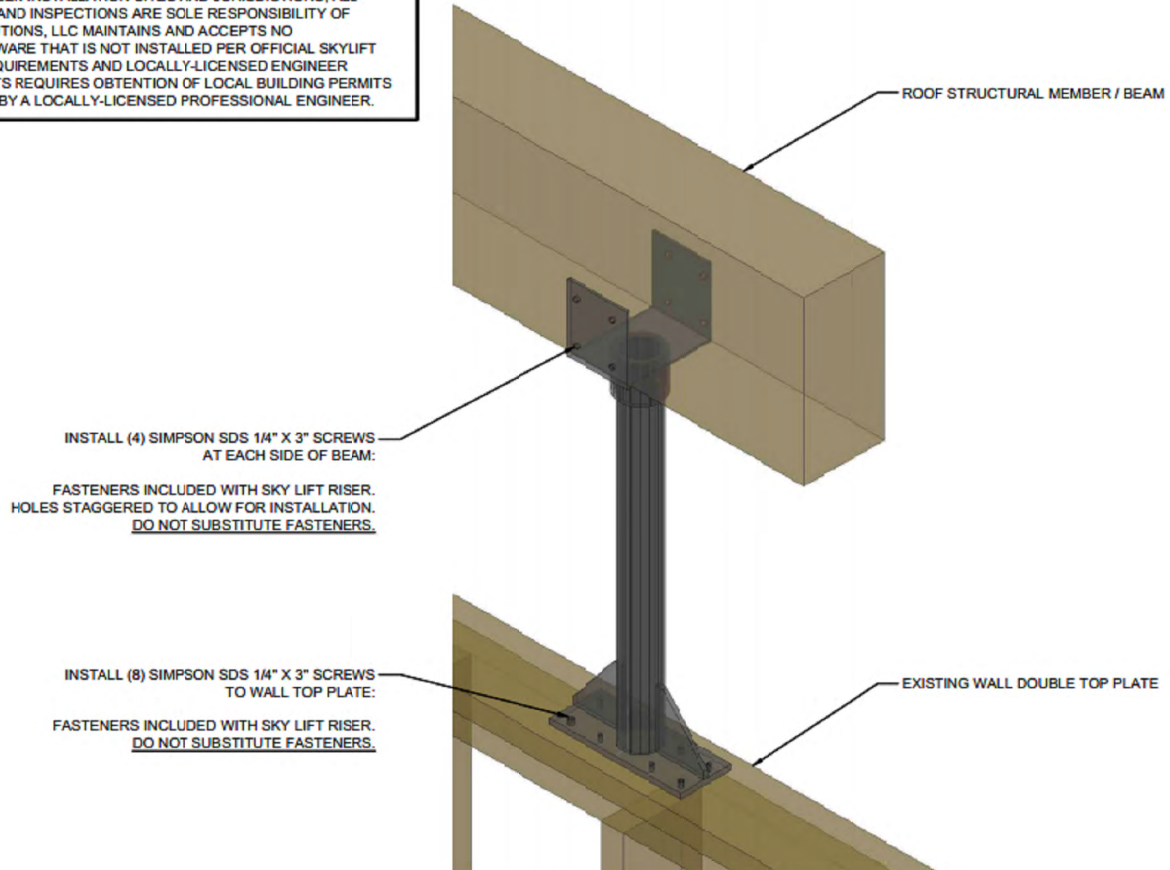
SKY LIFT HEAVY DUTY RISER					
SERIES (RISER HT.)	MODEL #	WEIGHT	DIMENSIONS		NOTES
			W ¹	H	
SK18-HD	SK18-HD 3.5	15 LBS	3-1/2"	18"	
	SK18-HD 5.5	15.2 LBS	5-1/2"	18"	
	SK18-HD 4R	15 LBS	4"	18"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK18-HD 6R	15.2 LBS	6"	18"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK24-HD	SK24-HD 3.5	16.6 LBS	3-1/2"	24"	
	SK24-HD 5.5	17 LBS	5-1/2"	24"	
	SK24-HD 4R	16.6 LBS	4"	24"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK24-HD 6R	17 LBS	6"	24"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK30-HD	SK30-HD 3.5	19 LBS	3-1/2"	30"	
	SK30-HD 5.5	19.2 LBS	5-1/2"	30"	
	SK30-HD 4R	19.1 LBS	4"	30"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
	SK30-HD 6R	19.2 LBS	6"	30"	SADDLE WIDTH SIZED FOR FULLSAWN OR ROUGHSAWN BEAMS
SK36-HD	SK36-HD 3.5	21 LBS	3-1/2"	36"	
	SK36-HD 5.5	21.2 LBS	5-1/2"	36"	

NOTES:

1. FINISH OF ALL SKY LIFT RISER ASSEMBLIES IS POWDER-COATED BLACK, UNLESS NOTED OTHERWISE.
2. USE PROVIDED FASTENERS FOR INSTALLATION. DO NOT SUBSTITUTE FASTENERS.
3. REQUIRED SADDLE SIZE IS FOUND BY USING COLUMN "W" ON TABLE ABOVE (VALUE EQUALS BEAM WIDTH. 1/8" ADDED TO MANUFACTURED WIDTH TO ALLOW FOR INSTALLATION).
4. BECAUSE STRUCTURAL AND CODE REQUIREMENTS VARY GREATLY BETWEEN INSTALLATION SITES AND JURISDICTIONS, ALL PERMITTING, STRUCTURAL DESIGN, STAMPED DRAWINGS/CALCULATIONS AND INSPECTIONS ARE SOLE RESPONSIBILITY OF PURCHASER. SKYLIFT ROOF RISER HARDWARE AND SAGE BRACKET SOLUTIONS, LLC MAINTAINS AND ACCEPTS NO RESPONSIBILITY/LIABILITY FOR SKYLIFT PROVIDED ASSEMBLIES OR HARDWARE THAT IS NOT INSTALLED PER OFFICIAL SKYLIFT ROOF RISER INSTALLATION INSTRUCTIONS (REV 6/14/12), LOCAL CODE REQUIREMENTS AND LOCALLY-LICENSED ENGINEER INSTRUCTIONS AND CALCULATIONS. INSTALLATION OF SKY LIFT PRODUCTS REQUIRES OBTENTION OF LOCAL BUILDING PERMITS AND IS INTENDED TO BE USED WITHIN A STRUCTURAL SYSTEM DESIGNED BY A LOCALLY-LICENSED PROFESSIONAL ENGINEER.



SIDE VIEW



THREE-DIMENSIONAL VIEW
FOR ILLUSTRATIVE PURPOSES ONLY



PART NUMBER(S):
SK18, SK24,
SK30, SK36

DRAWING NAME:
SKY LIFT
HEAVY DUTY RISER

EGDS PROJECT NO.: SL1

REVISIONS			
NO	DATE	DRAWN	DESCRIPTION
0	11-12-18	EG	REVISION A
1	01-05-19	EG	REVISION B

SHEET TITLE
SPECIFICATIONS
(CLIENT)

SHEET NO.
SP-1



Pawel S. Gibas
EXP. DATE: 11-30-24

REVISIONS:
08/29/2024



studio g architects LLC
125 E. Lake St. #106
Bloomington IL 61708
info@studiogarchitectsllc.com
ph. 773.677.6655

810 S. I-OKA AVE.
MT. PROSPECT IL 60056

DATE:
06-18-2024

SCALE:
N.T.S.

JOB NAME:
2035.2

DRAWING TITLE:
SECTION
& DETAILS

SHEET NUMBER:
A6
Page 109 of 201

Legal Description

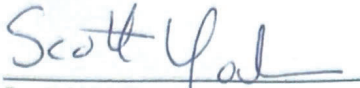
LOT 12 IN BLOCK 2 IN LONNQUIST GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1945 AS DOCUMENT NO 13663132, IN BOOK 356 OF PLATS, PAGE 5.

Property Owner Statement of No Objection

I, Scott Yoder, owner of the property located at **808 S. I Oka** have no objections to the overhang or the location of the neighboring structure situated near our shared property line.

My neighbors have been consistent in communicating with me regarding any work being done on their property, and I confirm that the placement of the structure does not create any burden or adverse impact on my property.

Signed,



Scott Yoder
Owner, 808 S. I Oka

Date: 8/30/25

Dear Chairperson Donnelly and Members of the Planning & Zoning Commission,

I am writing as a Mount Prospect resident who received notice of Case No. PZ-20-25 concerning 810 I Oka Avenue. While this project does not directly affect my property, I am concerned about the request to reduce the required side yard setback for the existing pergola.

The structure appears quite large and visually prominent, and approving a variance for it could set an unfavorable precedent for future setback reductions in our neighborhood. I believe it's important to maintain consistency with zoning requirements to preserve the character, balance, and visual harmony of our community.

Thank you for considering my comments and for your service on the Commission.

Sincerely



(Sent via Email)

**RESOLUTION APPROVING FINDINGS OF FACT
RESOLUTION NO. R-20-25**

WHEREAS, Tomasz Sirant (“Petitioner”) filed an application for a conditional use to reduce the interior (north) side yard setback for the property commonly known as 810 South I Oka Avenue in the Village of Mount Prospect, Illinois and legally described as:

LOT 12 IN BLOCK 2 IN LONNQUIST GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1945 AS DOCUMENT NO 13663132, IN BOOK 356 OF PLATS, PAGE 5.

PROPERTY INDEX NUMBER: 08-14-205-017-0000; and

WHEREAS, the Petitioner seeks a conditional use permit to reduce the interior (north) side yard setback from 7.5 feet to 6.5 feet for the construction of an attached pergola along the north side of the dwelling; and

WHEREAS, a public hearing was held on the conditional use request (designated as Case No. PZ-20-25) before the Planning & Zoning Commission in the Village of Mount Prospect, Illinois on November 13, 2025 pursuant to proper legal notice having been published in the Journal & Topics newspaper on the 29th day of October, 2025; and

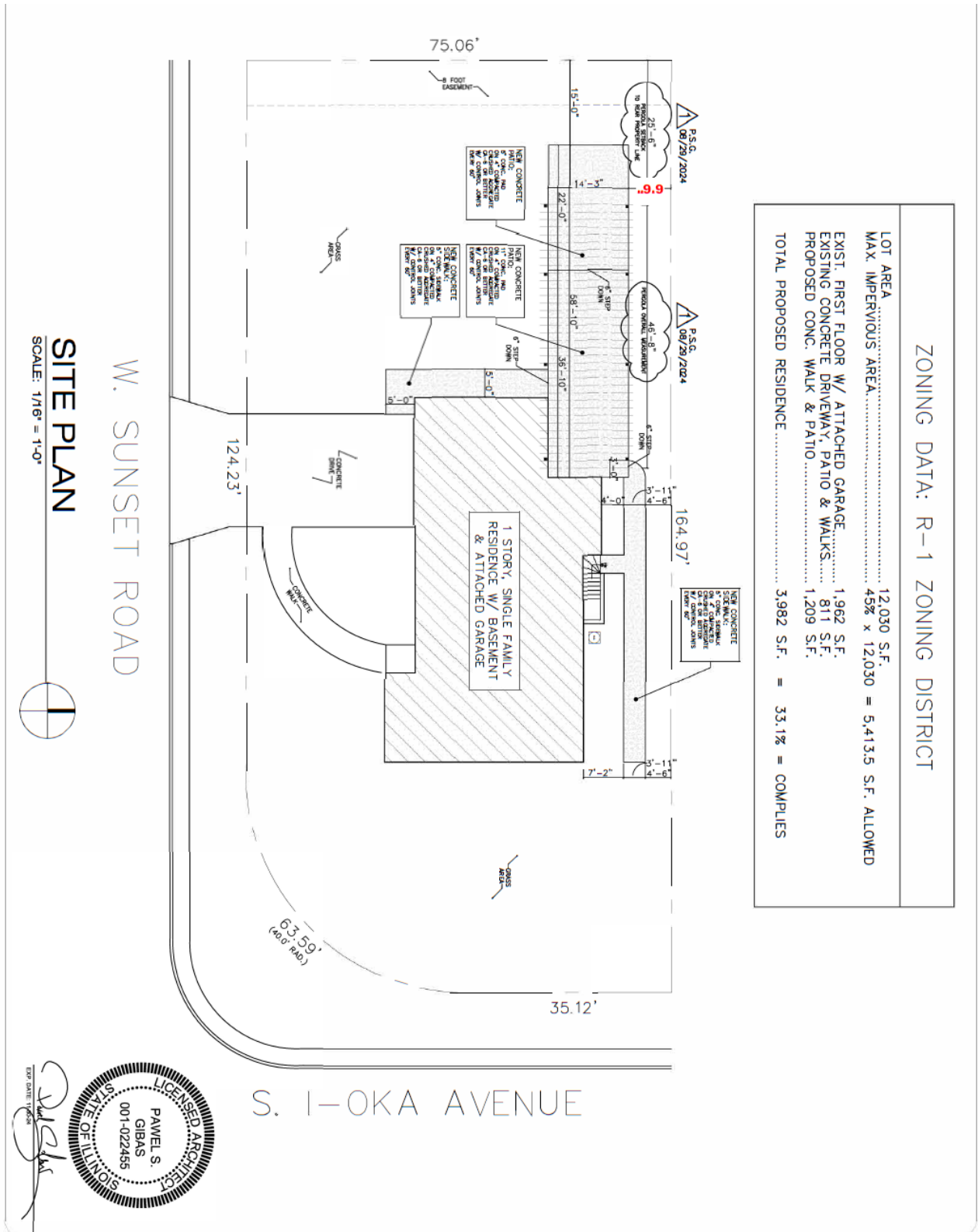
NOW, THEREFORE, the Planning & Zoning Commission does hereby grant a conditional use to reduce the interior side yard setback for the property at 810 South I Oka Avenue from 7.5 feet to 6.5 feet, as shown on the plans dated June 18, 2025 and attached as Exhibit A.

Except for the conditional use granted herein, all other applicable Village of Mount Prospect, Illinois ordinances and regulations shall remain in full force and effect as to the subject property.

PASSED AND APPROVED the 13th day of November, 2025 and effective five (5) days after this date, as provided for by Section 5.504.C of the Mount Prospect Code.

AYES: #
NAYS: #
ABSENT: #

Jospeh Donnelly, Chairperson
Planning & Zoning Commission



810 S. I-OKA AVE.
MT. PROSPECT IL 60056

studio.g
architects LLC

135 E. Lake St. #106 info@studiogarchitectllc.com
Bloomington IL 61808 ph. 773.677.6655

JOB NAME:
2035.2

DATE:
06-18-2024

SCALE:
1/16" = 1'-0"

SHEET NUMBER:
A1

DRAWING TITLE:
PROPOSED
SITE PLAN

REVISIONS:

A.6/24/2024	
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Item Cover Page

Subject	PZ-23-25 / 1699 Wall St 550-Q / CU: Massage Therapy / Village Board Final
Meeting	November 13, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The petitioner (Sharon LMT S&M LLC) is proposing to re-establish a massage therapy practice at 1699 Wall Street Suite 550-Q (the subject property). Massage therapy businesses require conditional use approval. The subject property is zoned B-3 Community Shopping District. The proposed business meets the standards for a conditional use and staff is supportive of the request.

Discussion

Background: The subject property is a seven-story multi-tenant office building with a mixture of professional office uses. The petitioner formerly operated a massage therapy establishment ("A Plus Massages") at the subject property from 2016 to 2022, but she closed the business in 2022. The petitioner would like to re-establish her massage therapy business at the subject property.

Proposal: The petitioner, Sharon Mims of Sharon LMT S&M LLC, proposes to operate a 120-square foot massage establishment at the subject property. The petitioner writes in her application that she strives to give her clients a better quality of life through the use of therapies to ease pain and promote overall wellness. Services outlined in the proposal include stretching, deep tissue, and Swedish massage. The petitioner indicates that she will be the sole practitioner, with proposed hours of operation Monday through Wednesday, 11:00AM to 6:00PM. No changes are proposed for the interior or exterior of the building.

The subject property is zoned B-3 Community Shopping District. The subject property is a multi-story office building with adequate parking. The proposed business is by appointment only. The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

Public Comment: As of this writing, staff has not received public comment pertaining to the case.

Alternatives

1. Approval of the following motion: "A conditional use to operate a massage therapy establishment at 1699 Wall Street Suite 550-Q, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."
2. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

Approval of a conditional use to operate a massage therapy establishment at 1699 Wall Street Suite 550-Q, subject to the conditions listed in the staff report.

Attachments

1. PZ-23-25 Staff Report
2. PZ-23-25 Administrative Content
3. PZ-23-25 Plans



DATE: November 6, 2025

CASE NUMBER

PZ-23-25

APPLICANT/PROPERTY OWNER

Sharon LMT S&M LLC /
Klaimont Investments LLC

PUBLIC HEARING DATE

November 13, 2025

PROPERTY ADDRESS/LOCATION

1699 Wall St 550-Q

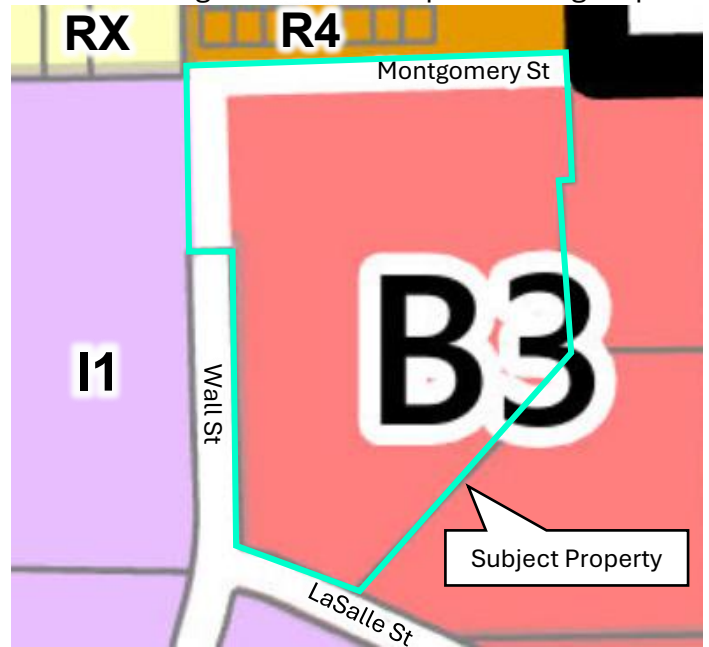
BRIEF SUMMARY OF REQUEST

The petitioner (Sharon LMT S&M LLC) is proposing to re-establish a massage therapy practice at 1699 Wall Street Suite 550-Q (the subject property). Massage therapy businesses require conditional use approval. The subject property is zoned B-3 Community Shopping District. The proposed business meets the standards for a conditional use and staff is supportive of the request.

2025 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING	EXISTING LAND USE/ SITE IMPROVEMENTS	SURROUNDING ZONING & LAND USE	SIZE OF PROPERTY
B-3 Community Shopping District	Multi-tenant office building	North: R-4 Multi Family Residential PUD East: B-3 Community Shopping District South: I-1 Limited Industrial PUD West: I-1 Limited Industrial PUD	120 SF (Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND / PROPERTY HISTORY

The subject property is a seven-story multi-tenant office building with a mixture of professional office uses. The petitioner formerly operated a massage therapy establishment (“A Plus Massages”) at the subject property from 2016 to 2022, but she closed the business in 2022. The petitioner would like to re-establish her massage therapy business at the subject property. Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership, or when the use is discontinued for 120 days.

PROPOSAL

The petitioner, Sharon Mims of Sharon LMT S&M LLC, proposes to operate a 120-square foot massage establishment at the subject property. The petitioner writes in her application that she strives to give her clients a better quality of life through the use of therapies to ease pain and promote overall wellness. The petitioner states that she will establish connections with local medical professionals and continue to build her reputation as a local authority on massage-based medical care. Services outlined in the proposal include stretching, deep tissue, and Swedish massage. The petitioner indicates that she will be the sole practitioner, with proposed hours of operation Monday through Wednesday, 11:00AM to 6:00PM. No changes are proposed for the interior or exterior of the building.

The subject property is zoned B-3 Community Shopping District. The subject property is a multi-story office building with adequate parking. The proposed business is by appointment only and the petitioner will be the sole practitioner. The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in Exhibit A and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

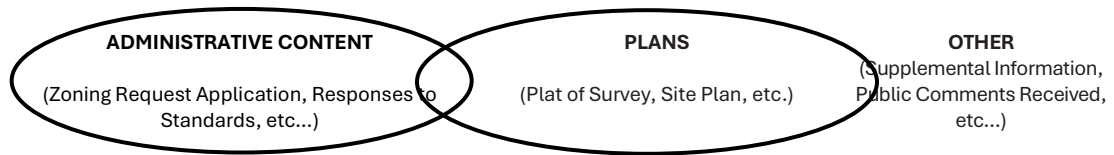
STAFF RECOMMENDATION

Staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “A conditional use to operate a massage therapy establishment at 1699 Wall Street 550-Q, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location.”

The Village Board's decision is final for this case.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings: The petitioner states in their application that the business is not harmful and it addresses not only muscle tension but also depression, PTSD, and anxiety. The petitioner asserts that the establishment will not impede surrounding property. The petitioner notes that their request will not impact public utilities or access roads. The petitioner reports that she will take necessary safety measures for her clients. The petitioner states that the business is not contrary to the Comprehensive Plan. The petitioner affirms that she will operate the business respectfully and will follow rules as she has done in the past.

Staff's Findings: Staff has reviewed the petitioner's request for a conditional use to operate a massage establishment and finds that the standards have been met. The Police Department confirmed that the petitioner has met the standards to obtain a massage establishment business license. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The business operated in Mount Prospect from 2016 to 2022 without incident, and no substantial changes are proposed. No physical changes are proposed that would impede improvement of the surrounding properties, impact public utilities or drainage, or cause traffic congestion in the public streets. The subject property is designated "Mixed Use District" in the future land use plan and the proposed personal services use is complimentary to the mix of professional office uses in the building.



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: P&Z - 23 - 25 Date of Submission: 10/6/25 Hearing Date: _____
Project Name/Address: Sharon LMT S&M LLC / 1699 Wall St 550-Q

I. Subject Property

Address(es): 1699 Wall Street Mt. Prospect 60056
Zoning District (s): B-3 Property Area (Sq.Ft. and/or Acreage): 10x12
Parcel Index Number(s) (PIN(s)): 08-23-203-039-0000

II. Zoning Request(s) (Check all that apply)

- ☒ Conditional Use: For MASSAGE THERAPY
☐ Variation(s): To _____
☐ Zoning Map Amendment: Rezone From _____ To _____
☐ Zoning Text Amendment: Section(s) _____
☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

HEALTH and WELLNESS, Therapeutic, to help with
Muscle Ache, Stretching, DEEP TISSUE Swedish helping
Veterans, Depression, Anxiety ALL Therapeutic NO
Product Sells.

IV. Applicant (all correspondence will be sent to the applicant)

Name: SHARON A. Minis Corporation: Sharon Minis L.M.T.
Address: 2629 75th St
City, State, ZIP Code: Woodridge IL 60517
Phone: [REDACTED] Email: [REDACTED]
Interest in Property: 1699 Wall St Mt. Prospect IL 60056
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as ApplicantName: Imperial Realty Corporation: _____Address: 4747 W. Peterson Ave #200City, State, ZIP Code: Chicago IL 60646

Phone: [REDACTED] Email: [REDACTED]

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant: _____

(Signature)

Date: 08-25-2025SHARON A. MIMS
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner: _____

(Signature)

Date: 9/10/25Julia Kraimont
(Print or Type Name)

Affidavit of Ownership

COUNTY OF COOK)
STATE OF ILLINOIS)

I, JW Julia Klairmont, under oath, state that I am
(print name)

- ☐ the sole owner of the property
- ☐ an owner of the property
- ☒ an authorized officer for the owner of the property

commonly described as 1699 Wall Street, Mt. Prospect, IL
(property address and PIN)

and that such property is owned by Imperial Realty Co as of this date.
(print name)

[Signature]
Signature

Subscribed and sworn to before
me this 10 day of
September, 2025.

Victoria Mary Hawthorne
Notary Public



QUITCLAIM DEED

The GRANTOR, KLAIRMONT WALL STREET, LLC, an Illinois limited liability company, created and existing under the laws of the State of Illinois, duly authorized to transact business in the State of Illinois, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUITCLAIMS unto KLAIRMONT INVESTMENTS, L.L.C., an Illinois limited liability company, Grantee, having its principal place of business at 4747 West Peterson Avenue, Chicago, Illinois, all of its right, title and interest in and to the following described Real Estate located in the County of Cook, in the State of Illinois:



Doc# 1100716001 Fee: \$42.00
Eugene "Gene" Moore H&P Ref \$100
Doc# County Record per Clerk
Date 01/21/2011 08:39 AM Pg 1 of 4

See legal description on **Exhibit A** attached hereto

Address of Real Estate 1699 Wall Street, Mt. Prospect, Illinois
Permanent Real Estate Index Numbers 08-23-203-039

Exempt under the provisions of Paragraph (c), 5 ILCS 200/31-45, the Real Estate Transfer Law

Dated this 10th day of August, 2010

Klairmont Wall Street, LLC, an Illinois limited liability company
By CDECRE, LLC, a Delaware limited liability company, its sole member

SEC 13 2010
35821 *35821*

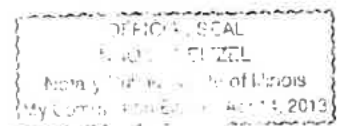
By *[Signature]*
Name William Golden
Title SR Vice President

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *MIR. ANI GOLDEN*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that they signed and delivered said instrument as the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *8th* day of *November*, 2010

[Signature]
Notary Public



This instrument was prepared by Louis Pretokin, Imperial Realty Company, 4747 W. Peterson, Chicago, IL 60646

MAIL TO
Imperial Realty Company
4747 West Peterson Avenue
Chicago, IL 60646

SEND SUBSEQUENT TAX BILLS TO
Same

First American Title Order #
1084 *NOV 458275*
ARLAS

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 4 IN LINNEMAN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED September 10, 1953 AS DOCUMENT NUMBER 15716544 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 WITH THE WEST LINE OF ELMHURST ROAD, SAID WEST LINE BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 209.48 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 562.52 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 270.28 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, 46.00 FEET; THENCE SOUTH 00 DEGREES 00'00" EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, 398.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 532.07 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 46.58 FEET; (THE CHORD OF SAID ARC BEARS SOUTH 02 DEGREES 30'28" WEST 46.56 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 73.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 72 DEGREES 25'08" EAST, 72.98 FEET); THENCE SOUTH 63 DEGREES 24'33" EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 104.65 FEET; THENCE NORTH 45 DEGREES 50'20" EAST 469.74 FEET; THENCE NORTH 00 DEGREES 00'00" EAST 288.95 FEET; THENCE NORTH 90 DEGREES 00'00" EAST, 18.44 FEET; THENCE NORTH 00 DEGREES 00'00" EAST, 168.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT FOR UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 OVER, UNDER AND ACROSS THAT PORTION OF THE WEST 30.00 FEET OF THE EAST 730.00 FEET OF LOT 4 IN LINNEMAN'S DIVISION AFOREDESCRIBED LYING NORTH OF THE NORTH LINE OF ALGONQUIN ROAD AND SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AS CREATED BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594254 (EXCEPTING THAT PART THEREOF FALLING WITHIN PARCEL 1 ABOVE).

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: August 10, 2010

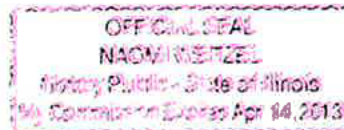
Signature: _____

Agent for Grantor

Subscribed and sworn to before
me by the said agent,

this 8th day of August, 2010
November

Naomi Weitzel
Notary Public



The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: August 10, 2010

Signature: _____

Agent for Grantee

Subscribed and sworn to before
me by the said agent,

this 20th day of August, 2010
reitor

[Signature]
Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS AND ACCESS AND UTILITY PURPOSES APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT (HEREIN CALLED THE DECLARATION) RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24594255, AS AMENDED BY AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050, TO, FROM AND BETWEEN THE PROPERTY DESCRIBED ABOVE AS PARCEL 1 AND ELMHURST ROAD 117, ON, UNDER, OVER AND ACROSS THE NORTH 27 FEET OF THE FOLLOWING PARCEL OF REAL PROPERTY (HEREIN CALLED 'PARCEL D'): THAT PART OF LOT 4, IN LINNEMAN'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1953 AS DOCUMENT NO. 15716544, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF ELMHURST ROAD AND THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 34 MINUTES 20 SECONDS WEST ALONG THE SAID WEST LINE OF ELMHURST ROAD, A DISTANCE OF 430.04 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 191.02 FEET; THENCE SOUTH 45 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 288.94 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 18.44 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 168.00 FEET TO THE SAID NORTH LINE OF LOT 4; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 209.48 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO THE PROPERTY DESCRIBED ABOVE AS PARCEL 1, FOR PARKING OF VEHICLES UPON PARCEL 'D' AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL GRANTS OF EASEMENT RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 24594255, AS AMENDED BY AMENDED AND RESTATED DECLARATION RECORDED AS DOCUMENT 0927331126 AND RE-RECORDED AS DOCUMENT 1002218050 IN COOK COUNTY, ILLINOIS. NOTE: THE SERVIENT LAND IS SHOWN AS PARCEL A ON SAID PLAT.

The PROPERTY IS COMMONLY KNOWN AS: 1699 WALL STREET MOUNT PROSPECT, IL 60056

PIN: 08-23-203-039-0000

TOTAL PAYMENT DUE

\$0.00

2024 First Installment Property Tax Bill - Cook County Electronic Bill

By 11/01/25
 IF PAYING LATE, PLEASE PAY
 11/02/2025 - 12/01/2025
 \$0.00
 12/02/2025 - 01/01/2026
 \$0.00
 01/02/2026 - 02/01/2026
 \$0.00
 LATE INTEREST IS 0.75% PER MONTH, BY STATE LAW

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.66%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
Mt Prospect Park District	\$34,370,083	\$36,220,947	\$3,999,183	88.96%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
Comm Consolidated SD 59 (Arlington Hts)	\$13,824,049	\$150,264,026	\$9,719,629	93.53%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Elk Grove	\$70,673	\$7,617,011	\$398,884	94.76%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%
Total	\$12,237,349,464	\$31,199,225,426	\$16,515,228,479	

For a more in-depth look at government finances and how they affect your taxes, visit cookcountytreasurer.com

PAY YOUR TAXES ONLINE

Pay at cookcountytreasurer.com from your bank account or credit card.

IMPORTANT MESSAGES

TAX CALCULATOR

2023 TOTAL TAX		402,100.89
2024 ESTIMATE	X	55%
2024 1st INSTALLMENT	=	221,155.49

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

PROPERTY LOCATION

1699 WALL ST
MOUNT PROSPECT IL 60056

MAILING ADDRESS

IMPERIAL REALTY CO
4747 W PETERSON
CHICAGO IL 60646-5712

*** Please see 2024 First Installment Payment Coupon next page ***

Cook County Payment Coupon

DETACH & INCLUDE WITH PAYMENT

\$

Page 129 of 201

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property:

\$603,113

Property Value:

\$6,173,156

Total Debt % Attributed to Your Property Value:

9.8%

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): 08-23-203-039-0000

BEGIN A NEW SEARCH



[Incorrect Image? Click Here.](#)

Property Location:
1699 WALL ST
MOUNT PROSPECT, IL 60056-6213

Volume: 050

Scroll down for more information.

Mailing Information:
IMPERIAL REALTY CO
4747 W PETERSON
CHICAGO, IL 60646-5712

[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2023 (billed in 2024) Total Amount Billed: \$402,100.89

1st INSTALLMENT - Tax Year 2023		2nd INSTALLMENT - Tax Year 2023	
Original Billed Amount:	\$212,355.87	Original Billed Amount:	\$189,745.02
Due Date:	03/01/2024	Due Date:	08/01/2024
Tax:	\$0.00	Tax:	\$0.00
Interest:	\$0.00	Interest:	\$0.00
Current Amount Due:	\$0.00	Current Amount Due:	\$0.00

Total Amount Due: \$0.00

[Expand Payment Details ▼](#)

Tax Year 2024 (billed in 2025) Total Amount Billed: \$221,155.49

1st INSTALLMENT - Tax Year 2024

Original Billed Amount:

\$221,155.49

Due Date:

03/04/2025

Tax:

\$0.00

Interest:

\$0.00

Current Amount Due:

\$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details ▼](#)

About payments: Payments are recorded the date they are received. They appear on the website about three business days later.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

-  [Tax Year 2023 Second Installment](#) Due Thursday, August 1, 2024
-  [Tax Year 2024 First Installment](#) Due Tuesday, March 4, 2025

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2023	2022	2021	2020
Homeowner Exemption:	NO	NO	NO	NO
Senior Citizen Exemption:	NO	NO	NO	NO
Senior Freeze Exemption:	NO	NO	NO	NO
Returning Veteran Exemption:	NO	NO	NO	NO
Disabled Person Exemption:	NO	NO	NO	NO
Disabled Veteran Exemption:	NO	NO	NO	NO

Tax Year 2024 exemptions granted by the Assessor will be reflected on your Second Installment tax bill.

**BOMA/CHICAGO
STANDARD OFFICE LEASE**

\$90.00

THIS LEASE is made this 6th day of August, 2025 between Imperial Realty Company as agent for Klairmont Investments, L.L.C., an Illinois limited liability company, having an address at 4747 West Peterson Avenue, Suite 200, Chicago, Illinois 60646 ("Landlord") and A Plus Massages, P.C., an Illinois professional corporation, having an address at c/o Sharon Mims, 2629 75th Street, Woodridge, Illinois 60517 ("Tenant"), for space in the building known as or located at 1699 Wall Street, Mount Prospect, Illinois 60056 (such building, together with the land upon which it is situated, being herein referred to as the "Building"). The following schedule (the "Schedule") sets forth certain basic terms of this Lease:

1. Premises: <u>Suite 550-Q consisting of approximately</u>	7. CPI Factor: <u>N/A</u>
<u>173 rentable square feet</u>	8. CPI Base Month: <u>N/A</u>
2. Total Annual Base Rent: <u>\$2667.65</u>	9. Security Deposit: <u>\$522.00</u>
3. Monthly Base Rent: <u>\$231.00</u>	10. Broker: <u>Imperial Realty Company</u>
4. Tenant's Proportionate Share: <u>N/A</u>	11. Commencement Date: <u>August 15, 2025</u>
5. Base Expenses/Month: <u>N/A</u>	12. Expiration Date: <u>July 31, 2026</u>
6. Base Taxes or Base Tax Year: <u>N/A</u>	13. Guarantor: <u>None</u>

1. DEMISE AND TERM. Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule and shown on the plan, if any, attached hereto, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 11 of the Schedule and expiring on the date (the "Expiration Date") described in Item 12 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

2. RENT.

A. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Base Expenses" or "Base Expense Year" shall mean the amount or the year set forth in Item 5 of the Schedule.
- (ii) "Base Taxes" or "Base Tax Year" shall mean the amount or the year set forth in Item 6 of the Schedule.
- (iii) "CPI Base Month" shall mean the month set forth in Item 8 of the Schedule.
- (iv) "CPI Factor" shall mean the decimal equivalent of the percentage set forth in Item 7 of the Schedule.
- (v) "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W). All Items, Chicago-Gary-Lake County (IL-IN-WI) (1982-1984 equals 100) of the United States Department of Labor Bureau of Labor Statistics. If such index is no longer published at any time, the Consumer Price Index shall mean a comparable index selected by Landlord.
- (vi) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements (except for costs of any capital improvements made or installed for the purpose of reducing Expenses or made or installed pursuant to governmental requirement or insurance requirement, which costs shall be amortized by Landlord in accordance with sound accounting and management principles); (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (d) advertising expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, except through Adjustment Rent (hereinafter defined); (f) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases; (h) salaries and fringe benefits of employees above the grade of building manager. Expenses shall be determined on a cash or accrual basis, as Landlord may elect.
- (vii) "Rent" shall mean Base Rent, Adjustment Rent, Index Rent and any other sums or charges due by Tenant hereunder.
- (viii) "Taxes" shall mean all taxes, assessments and fees levied upon the Building, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (b) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.
- (ix) "Tenant's Proportionate Share" shall mean the percentage set forth in Item 4 of the Schedule which has been determined by dividing the rentable square feet in the Premises by the rentable square feet in the Building.

B. Components of Rent. Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

- (i) Base Rent ("Base Rent") to be paid in monthly installments in the amount set forth in Item 3 of the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's Base Rent upon execution of this Lease.
- (ii) Adjustment Rent ("Adjustment Rent") is an amount equal to Tenant's Proportionate Share of (a) the increase in Expenses for any calendar year over the Base Expenses and (b) the increase in Taxes for any calendar year over the Base Taxes. (If the Schedule sets forth a Base Expense Year and a Base Tax Year rather than Base Expenses and Base Taxes, the Base Expenses and the Base Taxes shall equal the amount of Expenses and Taxes, respectively, for the Base Expense Year and the Base Tax Year.) Prior to each calendar year, Landlord shall estimate the amount of Adjustment Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month during such year. Such estimate may be revised by Landlord whenever it obtains information relevant to making such estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such year. Within thirty days after receipt of such report, Tenant shall pay to Landlord the amount of Adjustment Rent due for such calendar year minus any payments of Adjustment Rent made by Tenant for such year. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.
- (iii) Index Rent ("Index Rent") is an amount each calendar year equal to the product of (a) the annual Base Rent, multiplied by (b) the CPI Factor, multiplied by (c) the decimal equivalent of the percentage increase in the Consumer Price Index between the CPI Base Month and the last month of such year. Prior to each calendar year, Landlord shall estimate the amount of Index Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month of such year. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the Consumer Price Index for the last month of such calendar year and the amount of Index Rent that Tenant has paid and is payable for such year. Within thirty days after the receipt of such report, Tenant shall pay to Landlord the amount of Index Rent due for such calendar year minus any payments of Index Rent made by Tenant for such year. If Tenant's estimated payments of Index Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.

C. Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) if during all or any portion of any year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment of Expenses and/or Taxes for such year to determine the Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses and/or Taxes for such year; (iv) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the greater of the annual rate of two percentage points above the rate then most recently announced by The First National Bank of Chicago Bank of America or its successor as its corporate base lending rate, from time to time in effect, and of 18% per annum, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than five days after its due date equal to the greater of five percent of such payment, or \$25.00; (v) if changes are made to this Lease or the Building changing the number of square feet contained in the Premises or in the Building, Landlord shall make an appropriate adjustment to Tenant's Proportionate Share; (vi) Tenant shall have the right to inspect Landlord's accounting records relative to Expenses and Taxes during normal business hours at any time within thirty days following the furnishing to Tenant of the annual statement of Rent Adjustment; and, unless Tenant shall take written exception to any item in any such statement within such thirty-day period, such statement shall be considered as final and accepted by Tenant; (vii) in the event of the termination of this Lease prior to the determination of any Adjustment Rent or Index Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the termination of this Lease; (viii) no adjustment to the Rent by virtue of the operation of the rent adjustment provisions in this Lease shall result in the payment by Tenant in any year of less than the Base Rent shown on the Schedule; (ix) Landlord may at any time change the fiscal year of the Building; (x) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due, and (xi) if Landlord fails to give Tenant an estimate of Adjustment Rent or Index Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent or Index Rent, as the case may be, at the rate for the previous calendar year until Landlord delivers such estimate.

3. **Care.** Tenant agrees that it shall occupy and use the Premises only as business offices *massage therapy business* and for no other purposes. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws.

4. **CONDITION OF PREMISES.** Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant, except as stated herein or in a separate work letter, if any, executed by Landlord and Tenant.

5. **BUILDING SERVICES.**

A. **Basic Services.** Landlord shall furnish the following services: (i) heating and air conditioning to provide a temperature condition required, in Landlord's judgment, for comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 6:00 P.M. (Saturday from 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted; (ii) water for drinking, and, subject to Landlord's approval, water at Tenant's expense for any private restrooms and office kitchen requested by Tenant; (iii) men's and women's restrooms at locations designated by Landlord, in common with other tenants of the Building; (iv) daily janitor service in the Premises, so long as Tenant is not in default of the Lease and/or forty days or more delinquent in Rent payments, and common areas of the Building, weekends and holidays excepted, including periodic outside window washing of the perimeter windows in the Premises; and (v) passenger elevator service in common with Landlord and other tenants of the Building, 24 hours a day, 7 days a week; and freight elevator service daily, weekends and holidays excepted, upon request of Tenant and subject to scheduling and charges by Landlord.

B. **Electricity.** Electricity shall be distributed to the Premises either by the electric utility company serving the Building or, at Landlord's option, by Landlord; and Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such distribution. If and so long as Landlord is distributing electricity to the Premises, Tenant shall obtain all of its electricity from Landlord and shall pay all of Landlord's charges, which charges shall be based, at Landlord's option, either on meter readings or on a survey of Tenant's electrical usage made by Landlord or on Tenant's prorata share of all space, including the Premises, which is commonly metered with the Premises. If the electric utility company is distributing electricity to the Premises, Tenant at its cost shall make all necessary arrangements with the electric utility company for metering and paying for electric current furnished to the Premises. All electricity used during the performance of janitor service, or the making of any alterations or repairs in the Premises, or the operation of any special air conditioning systems serving the Premises shall be paid for by Tenant.

C. **Telephones.** Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. If Landlord acquires ownership of the telephone cables in the Building at any time, Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to telephone service in the Building, and Landlord shall have no liability with respect thereto.

D. **Additional Services.** Landlord shall not be obligated to furnish any services other than those stated above. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises; and Tenant shall pay for the cost of installation and maintenance thereof.

E. **Failure or Delay in Furnishing Services.** Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the events stated in Section 25(j) below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

6. **RULES AND REGULATIONS.** Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit A attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

7. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

8. **MAINTENANCE AND REPAIRS.** Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Subject to the preceding sentence, Landlord shall perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by the City of Chicago or by the order or decree of any court or by any other proper authority.

9. **ALTERATIONS.**

A. **Requirements.** Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant agrees to pay Landlord's standard charges for review of all such items and supervision of the alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease.

B. **Liens.** Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

10. **INSURANCE.** Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by Tenant and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require. The form of all such policies and deductibles

thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord and any other parties designated by Landlord as additional insureds, shall require at least thirty days' prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, at least ten days prior to the Commencement Date, and within ten days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. WAIVER AND INDEMNITY.

A. Waiver. Tenant releases Landlord, Landlord's beneficiaries and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, Landlord's beneficiaries and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to Section 10 above, whether or not such loss or damage is due to the fault or negligence of Landlord or such beneficiaries, agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

B. Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's beneficiaries and their respective agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees), for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the Building and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including, without limitation, any alteration by Tenant) or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subcontractors, assignees, invitees, employees, contractors and agents. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Tenant. If any such proceeding is filed against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

12. FIRE AND CASUALTY. If all or a substantial part of the Premises or the Building is rendered untenable by reason of fire or other casualty, Landlord may, at its option, either restore the Premises and the Building, or terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at Tenant's expense. If Landlord elects to restore, Rent shall abate for that part of the Premises which is untenable on a per diem basis from the date of such fire or other casualty until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

13. CONDEMNATION. If the Premises or the Building is rendered untenable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

14. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the capital stock in a corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded) or the merger, consolidation or reorganization of such Tenant and the transfer of all or any general partnership interest in any partnership Tenant shall be considered a Transfer.

B. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least sixty days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14C, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof is in violation of the terms of this Lease or the lease of any other tenant in the Building; (iv) the transferee is a tenant of the Building; or (v) any other bases which Landlord reasonably deems appropriate. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

C. Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty days after the date on which Tenant has furnished to Landlord all of the items required under Section 14B above. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof. If Landlord consents to any Transfer, Tenant shall pay to Landlord all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

15. SURRENDER. Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant, or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense without notice to Tenant and without obligation to compensate Tenant.

16. DEFAULTS AND REMEDIES.

A. Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant or any guarantor of this Lease dies or dissolves; (v) Tenant abandons or vacates the Premises; (vi) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty days after filing; or (vii) any of the foregoing shall occur relative to Tenant's tenancy in another portion of the Building or another building, in which Imperial Realty Company is agent for owner.

B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. Reletting. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may

any lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, attention, and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. Termination of Lease. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate expenses of reletting the Premises, exceeds Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant) both discounted to present value at the rate of five percent per annum.

E. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. Bankruptcy. If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.

G. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

H. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal or state courts located in Chicago, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

I. Holding Over. If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit the security deposit set forth in Item 9 of the Schedule (the "Security Deposit") with Landlord as security for the performance of Tenant's obligations under this Lease. Upon the occurrence of a Default, Landlord may use all or any part of the Security Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Security Deposit is used, Tenant shall within five days after written demand therefor deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event shall the Security Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Security Deposit for the payment of Rent. If no default by Tenant exists hereunder, the Security Deposit or any balance thereof shall be returned to Tenant within thirty days after the expiration of the Term and vacation of the Premises by Tenant. Landlord shall have the right to transfer the Security Deposit to any purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for return of the Security Deposit, and Landlord shall be relieved of any liability with respect to the Security Deposit.

19. SUBSTITUTION OF OTHER PREMISES. At any time hereafter, Landlord may upon thirty days' prior notice to Tenant substitute for the Premises other premises in the Building (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.

20. ESTOPPEL CERTIFICATE. Tenant agrees that, from time to time upon not less than ten days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorneys-in-fact to execute and deliver such certificate in Tenant's name.

21. SUBORDINATION. This Lease is and shall be expressly subject and subordinate at all times to (i) any ground or underlying lease of the Building, now or hereafter existing, and all amendments, renewals and modifications to any such lease; and (ii) the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or trust deed is foreclosed, or if any such lease is terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, holder, lessor or purchaser at foreclosure, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment. If Tenant fails to execute and deliver any such instrument within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorneys-in-fact to execute and deliver such instrument in Tenant's name.

22. QUIET ENJOYMENT. As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

23. BROKER. Tenant represents to Landlord that Tenant has dealt only with the broker set forth in Item 10 of the Schedule (the "Broker") in connection with this Lease and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord and Landlord's beneficiaries and agents harmless from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Lease. Landlord agrees to pay the Broker a commission in accordance with a separate agreement between Landlord and the Broker.

24. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above, at the Premises or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail. Any notices of the kinds referred to in Paragraph 16A (i) and (ii) shall be deemed sufficiently served if affixed to a door leading into the Premises.

25. MISCELLANEOUS.

A. Successors and Assigns. Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. Entire Agreement. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

Execution and delivery of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen days after such delivery.

E. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

G. Attorneys' Fees. Tenant shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.

H. Delay in Possession. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date for causes outside Landlord's reasonable control. If Landlord is unable to deliver possession of the Premises to Tenant by the Commencement Date, the Commencement Date shall be deferred until Landlord can deliver possession to Tenant, and the Expiration Date shall be deferred for an equal number of days.

I. Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

J. Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

K. Demolition or Renovation. Landlord shall have the right to terminate this Lease without compensation to Tenant upon ninety days' prior notice to Tenant if Landlord intends to renovate or demolish the Building or a substantial part thereof.

L. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

M. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

N. No Recording. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

O. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

P. Wherever in this Lease the "City of Chicago" is referred to, the "Village of Mount Prospect" is to be substituted.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

A Plus Massages, P.C.,
an Illinois professional corporation.

LANDLORD:

Imperial Realty Company as agent for
Klaimont Investments, L.L.C.,
an Illinois limited liability company

DocuSigned by:

Sharon Mims

Sharon Mims, President
2629 75th Street
Woodridge, IL 60517

By: Alfred M. Klaimont, President

ADDITIONAL PROVISIONS

1. **PAYMENT UPON EXECUTION:** Upon execution of this Lease, Tenant shall pay to Landlord the sum of Nine Hundred Sixty-Six and 14/100 Dollars (\$966.14), representing security deposit (\$522.00), August 2025 prorated Base Rent (\$126.65) September 2025 Base Rent (\$231.00), August 2025 prorated estimated base electric usage fee (\$16.49), September 2025 estimated base electrical usage fee (\$30.00) refundable key deposit (\$25.00) and non-refundable doornplate fee (\$15.00).

2. **CONDITION:** Tenant accepts the Premises "AS IS, WHERE IS."

3. **KEY DEPOSIT:** Tenant shall pay to Landlord, upon execution of this Lease, a refundable key deposit in the sum of \$25.00 for the issuance of one (1) each of the following keys: a) building front door; b) men's lavatory; c) women's lavatory; and d) office entry door. An additional deposit of \$25.00 will be required for each additional building front door key issued to Tenant. Tenant may make copies of office keys at Tenant's expense. Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall return to Landlord any and all keys issued to Tenant. Provided that all such keys are so returned, the key deposit shall be refunded in accordance with the return of the security deposit as described in paragraph 18 above.

4. **ELECTRICITY:** Tenant shall pay to Landlord, concurrently with monthly Base Rent payments, \$30.00 per month as and for an estimated base electric usage fee for forty (40) hours of said usage per week, Monday through Friday, 9:00 a.m. to 5:00 p.m. Landlord specifically reserves the right to charge Tenant for extraordinary or additional usage and further reserves the right to adjust the amount of Tenant's monthly payment based on increases in the applicable utility company rates or actual charges for electric usage. Tenant shall pay an additional \$5.00 per month for each refrigerator or water cooler which is operated in the Premises.

5. **PARKING:** Tenant shall adhere to rules and regulations regarding restrictions on the common parking areas of the property in which the Premises is located as set forth by Landlord. Overnight parking is specifically prohibited. Tenant is strictly prohibited from parking any buses, trucks or trailers in the parking lot.

6. **LIGHT BULB REPLACEMENT:** Tenant shall be responsible for light bulb replacement in the Premises, as needed, at Tenant's expense.

7. **NAMEPLATES AND DIRECTORY STRIPS:** Tenant shall display a nameplate and directory strip, in the area designated by Landlord, which conforms to the then applicable policy of Landlord and shall pay to Landlord, the cost of said nameplate and directory strip. Tenant shall be solely responsible for maintenance, at Tenant's expense, of Tenant's nameplate and directory strip, including repair and or replacement of same. In the event such repair or replacement shall become necessary, Tenant shall prepay to Landlord the cost of same. After receipt of said payment, Landlord shall repair or replace as required.

8. **CARPET PROTECTOR:** Tenant will be responsible for all carpet damage resulting from extraordinary wear and tear. Tenant shall furnish a carpet protector for each area where carpet could be subject to extraordinary wear and tear, specifically including but not limited to each area where a chair with casters will be located. Failure to furnish carpet protectors as aforesaid within thirty (30) days after written notice by Landlord will entitle Landlord, in addition to seeking any and all remedies provided under the Lease or applicable law on account of default, to assess a carpet damage fee of \$216.25 as liquidated damages for the costs associated with extraordinary wear and tear of carpeting. The parties acknowledge that the actual damages to be incurred due to failure of Tenant to furnish carpet protectors would be difficult, if not impossible, to ascertain. However, in the event of a breach of this provision, the actual damages to be incurred can reasonably be expected to approximate the amount of liquidated damages provided herein.

7. TELEPHONE EQUIPMENT: Tenant shall be solely responsible for installation, removal, relocation and maintenance of telephone lines and jacks and shall also be solely responsible for installation, maintenance, repair and replacement of all telephone cable from the building switching equipment to the Premises. Tenant will remove all telephone wires and data cabling, installed by or for Tenant, upon the Expiration Date or earlier termination of this Lease.

10. SATELLITE DISH: Tenant may, at its option, and subject to Landlord's consent, not to be unreasonably withheld, after review of plans therefor, which at minimum shall show the proposed location and manner of installation of Dish (hereinafter defined) and cabling (collectively, the "Equipment") and subject to provisions of the Lease conditioning Tenant's right to make alterations, additions or improvements (each, an "Alteration Provision"), install a satellite dish (the "Dish") on the roof of the Building (the "Roof"), not to be visible from any street or Building parking areas and not to exceed 4 feet in width, 4 feet in length and 4 feet in height. The Dish shall not interfere with reception or transmission of or from other antennae or dishes presently on the roof or which shall subsequently be placed thereon by Landlord or other tenants of the Building. All costs, including utilities, associated with the Dish shall be the sole expense of Tenant. All utilities necessary for the operation of the Dish shall be separately metered. Tenant will be solely responsible for repairing and maintaining the Equipment in a proper operating and reasonably safe condition, at its sole cost and expense. Notwithstanding the above, in the event that Landlord shall determine, in its sole discretion, that roof repair or replacement is required, Tenant shall, upon request, remove and temporarily relocate any equipment which must be removed in order to accommodate such roof repair or replacement. Tenant is specifically prohibited from permitting any of the Equipment to negatively affect drainage on and from the roof of the Building. In such event, Tenant shall, at its sole cost and expense and subject to Landlord's approval of methods employed, restore proper drainage. Landlord may remove or relocate the Equipment as reasonably necessary to avoid material loss or cost to Landlord. Tenant or any third person, in the event of emergency, without liability to Tenant for loss of use, damage to the Equipment or otherwise. All obligations of Tenant under the Lease with respect to waiver of claims, indemnity and insurance and any Alteration Provision shall apply to the Equipment as though it shall be attached to the interior of the Premises. In no event shall Landlord have any liability to Tenant as a result of loss of reception to or from the Dish, except by reason of Landlord's negligence unless covered by insurance maintained or required to be maintained by Tenant under the Lease, regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect. For and in consideration of the right to install the Equipment, Tenant shall pay to Landlord, as additional rent, the sum of \$100.00 per month beginning with the date of commencement of installation of the Equipment, prorated for partial month, and ending on the last day of the month after Tenant shall remove the Equipment.

11. FIRE EXTINGUISHER: In the event that the Premises is equipped with fire extinguisher(s) or is required to be so equipped by municipal ordinance, Tenant will be responsible for supplying and maintaining them, at its sole cost and expense, including without limitation, causing them to be inspected and tagged annually.

12. EVIDENCE OF REGISTRATION TO DO BUSINESS IN STATE OF ILLINOIS: Tenant will provide Landlord, within fifteen (15) days after execution hereof, with proof satisfactory to Landlord that: (a) Tenant is registered to do business in the State of Illinois, including but not limited to a copy of a certificate of good standing, certificate of authority or of an application for admission to transact business; and (b) the undersigned has proper authority to execute this Lease on behalf of Tenant. Failure to comply with this paragraph will constitute a default under the Lease. In addition, Landlord will have a continuing option to cancel this Lease, upon notice to Tenant, until Tenant complies with this paragraph.

13. INSURANCE FEE: In order to compensate Landlord for additional risks and potential costs that may result, in the event that Tenant shall fail to provide Landlord with a current certificate of insurance for liability insurance, as provided in Paragraph 10 of the form portion of this Lease, within ten (10) days after written demand from Landlord, there shall be due and owing Landlord from Tenant, as additional rent, an Insurance Fee in the amount of \$1,000.00 ("Insurance Fee") at the rate of \$2.74 per diem for each day beginning on the tenth (10th) day after service of such written demand and ending on the day on which Tenant becomes in full compliance with this Section. Tenant shall pay to Landlord on such tenth (10th) day, \$2.74 for each day beginning on such tenth (10th) day and ending on the last day of the month in which such tenth (10th) day shall fall. Tenant shall then pay in advance on or before the first (1st) day of each lease month thereafter with its monthly rental payments, an amount equal to \$83.33 (one-twelfth (1/12th) of the Insurance Fee). Neither exercise of the above-described option by Landlord nor acceptance by Landlord of the Insurance Fee shall obligate Landlord to obtain or provide any insurance covering Tenant nor constitute a waiver of Landlord's right to seek remedies for default otherwise provided in the Lease or by applicable law.

14. CONFLICT: In the event any terms contained in the form portion of this Lease shall conflict with any terms contained in this typewritten "Additional Provisions" portion of the Lease, the terms contained in this "Additional Provisions" portion shall control.

INITIALS: 

EXHIBIT A Rules and Regulations

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
4. Tenant shall not use the name of the Building in advertising or other publicity, except as the address of its business, and shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.
6. Bicycles shall not be permitted in the Building other than in locations designated by Landlord.
7. Tenant shall not allow any animals, other than seeing eye dogs, in the Premises or the Building.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
9. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant shall keep all doors to the Premises closed.
10. Unless Tenant installs new doors to the Premises, Landlord shall furnish one set of keys for all doors to the Premises at the commencement of the Term. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.
11. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
12. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.
13. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

17. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.

22. Tenant shall not use the freight or passenger elevators, loading docks or receiving areas of the Building except in accordance with regulations for their use established by Landlord.

23. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes, nor shall Tenant dispose of any refuse into dumpsters owned or leased by Landlord; and Tenant shall be liable for all costs and damage as a result of a violation of this rule.

24. If Tenant designates non-smoking areas in the Premises, Tenant shall also designate sufficient smoking areas in the Premises for its employees, and in no event shall Tenant allow its employees to use the public areas of the Building as smoking areas. Tenant will not smoke or permit smoking by its employees, agents or invitees, inside the Building, including but not limited to the Premises.

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Mount Prospect Conditional Use Standards

Please write a response to each conditional use standard. Describe HOW your proposal will meet each standard. You can copy this list onto letterhead and then type answers.

Conditional Use - No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning & Zoning Commission.

My intent for this space is to provide therapeutic massage for my clients.

There is no harm to this business, this service helps many people not just muscles tension for depression relaxation PDST/anxiety.

3. This establishment /will not impede/on surrounding property.

**4.Public utilities /access
roads are not a problem it is
over 3000 parking spaces.**

**5. measure has been taking to
provide safety for all my
client. Including codes to
excess**

**6.The proposed conditional
use is not contrary to the
objective of any current
comprehensive plan for the
village.**

**7. I will respect all. I will
follow all rules to the highest
as I have proven before.
Honesty dignity. be modified
recommendation of planning
an zoning.**

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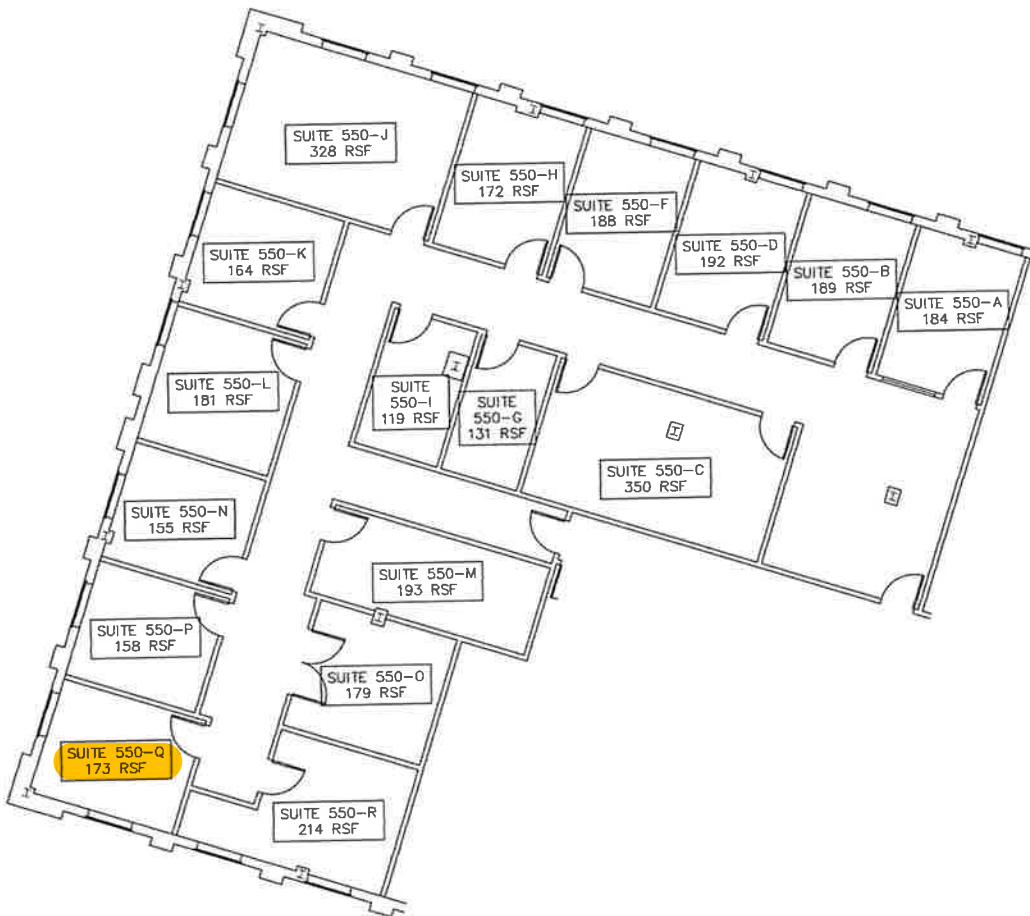
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322 UCBAW

VICINITY MAP

LEGEND:

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ORDER NO.: 2009-0373
FILE: 23-41-11
ENCLOSURE 20 100



1699

WALL STREET
MOUNT PROSPECT, IL

SUITE 550

4,204 RSF
DIVISIBLE
AS NOTED

IMPERIAL REALTY COMPANY

4747 W. PETERSON AVENUE
CHICAGO, ILLINOIS 60646
SUITE 200
T 773.736.4100
F 773.736.4541
www.imperialrealtyco.com

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- There is A Bathroom AS you Exit
- the Elevator. with a Code that I will give to EACH client. In between clients I will Allow myself to through clean using PPP HAND Sanitizer / other

Sharon L.M.T

Excellent, Professional

Care for all my clients.

Business Plan

Company Description

Overview

The company was founded in 2015 as A Plus Massages. Now Will be Sharon L.M.T S&M LLC

Testimonials for Sharon Mims

Speech for every day, The loving Kind hearted person I am.

Vision statement: I strive to give my clients a better quality of life though the used of therapeutic to ease pain and promote overall wellness

Mission Statement

Sharon L.M.T mission is to relieve pain and promote relaxation . I believe everyone deserves to live a life being pain free

OBJECTIVE:

Over the next year, to build a reputation as the local authority

On massage-base medical care.

- **Establish connections with local medical professional .**
- **Take advantage of community event to promote the healing benefit of massage therapy to residents of the area. Keep in mind working in Mount prospect from 2016 to 2022, I have help hundreds with pain**
- **Google and yelp reviews will tell it all , and many more to come**

Executive Summary

Massage has long been recognized as a cornerstone of luxury and indulgence. With records dating back to 2700 BCE, massage therapy was originally developed as a holistic treatment for injury, disease, and overall wellness. Techniques have varied through different eras and cultures, but the confidence in the healing properties of massage remained strong until the emergence of modern medicine. As surgical and pharmaceutical options were developed for pain relief, the perception of massage therapy shifted to a nonessential pleasure service, largely reserved for the affluent who had time and resources in excess.

Today, with hundreds of studies verifying the vast medical benefits of massage therapy, the service is becoming a more popular treatment option for a variety of physical injuries and conditions. Science is also gaining further insight into the connection between the mind and body, identifying physical changes to the body when mental health is in crisis. As a result, our understanding of massage therapy as a legitimate, medically backed treatment option is beginning to reemerge.

(The Company) is a massage therapy business working hard to promote the healing benefits of these services. Launched in 2015 in Illinois, The Company found success with the local community as an innovative spa that blended relaxation and rejuvenation with clinically proven healing techniques. After more than five years of client loyalty and positive service reviews, the owner and primary massage therapist, Sharon Mims,

as a source of evidence-based massage treatment and expand her offerings to include additional products and services that promote health and wellness.

same soothing experience that many have come to expect when booking a massage. This caters to a wider market of consumers who may be seeking massage therapy with different goals in mind.

Market data collected by the American Massage Therapy Association shows that consumers who earn \$50,000 or less make up less than 20% of those who received massage services in 2021.

Business Hours:

Monday 11am 6pm

Tuesday 11am 6pm

Wednesday 11am 6pm

Thursday ---

Friday ---

Saturday---

Sunday---

By appointment only

BIO: Who is Sharon Mims
African American women who
is a pillar for my family. To
show my kids and grandkids
hard work pays off. I want to
be remembered for helping
people loyalty dedication just
me as a humble person. I
started in nursing late 80's
then 2009 I went back to
school to become a licensed
massage therapist.



Item Cover Page

Subject **PZ-25-25 / 1728 E Kensington Rd / CU: Massage Therapy / Village Board Final**

Meeting November 13, 2025 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION

Fiscal Impact (Y/N) N

Dollar Amount

Budget Source

Category NEW BUSINESS

Type Action Item

Information

The petitioner (Terry Hilton LLC) is proposing a change of ownership for an existing massage therapy establishment at 1728 East Kensington Road (the subject property). Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership. The subject property is zoned B-3 Community Shopping Planned Unit Development (PUD). The proposed business meets the standards for a conditional use and staff is supportive of the request.

Discussion

Background: The subject property is a single-story multi-tenant commercial building with a mixture of restaurant, retail, childcare, professional office, and personal service establishments. According to Village records, the tenant space has been a massage therapy establishment since 2012. Prior to 2012, the tenant space was used as a dentist office.

Proposal: The petitioners, Mu Chun Li and Shuxin Jian of Terry Hilton LLC, propose to operate a 1,240 square foot massage establishment at the subject property. Services outlined in the proposal include Swedish massage, deep tissue massage, hot stone therapy, aromatherapy, reflexology, and couples massage. The petitioner notes in the application that there will be one full-time massage therapist to start, with potential to hire up to three more employees in the future. The proposed hours of operation are Monday through Sunday 10:00AM to 10:00PM. Clients are seen by appointment or walk-in, with up to seven appointments per day. The petitioners intend to use the existing layout of the business and the existing sign.

Parking: The Village code requires parking based on land use. Staff estimates 185 parking stalls are required based on the uses at the shopping center. The parking lot is striped with 206 parking stalls, including 7 accessible parking stalls. The minimum parking requirement for the existing and proposed uses are met.

Massage Addendum: The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for

Massage Establishments. According to the addendums, the petitioners have been employed at massage establishments in Schaumburg, St Charles, Frankfort, and Orland Park.

Public Comment: As of this writing, staff has not received public comment pertaining to the case.

Alternatives

1. Approval of the following motion: "A conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."
2. Action at the discretion of the Planning and Zoning Commission.

Staff Recommendation

Approval of a conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the conditions listed in the staff report.

Attachments

1. PZ-25-25 Staff Report
2. PZ-25-25 Administrative Content
3. PZ-25-25 Plans



DATE: November 6, 2025

CASE NUMBER

PZ-25-25

APPLICANT/PROPERTY OWNER

Terry Hilton LLC /
ENK Brentwood LLC

PUBLIC HEARING DATE

November 13, 2025

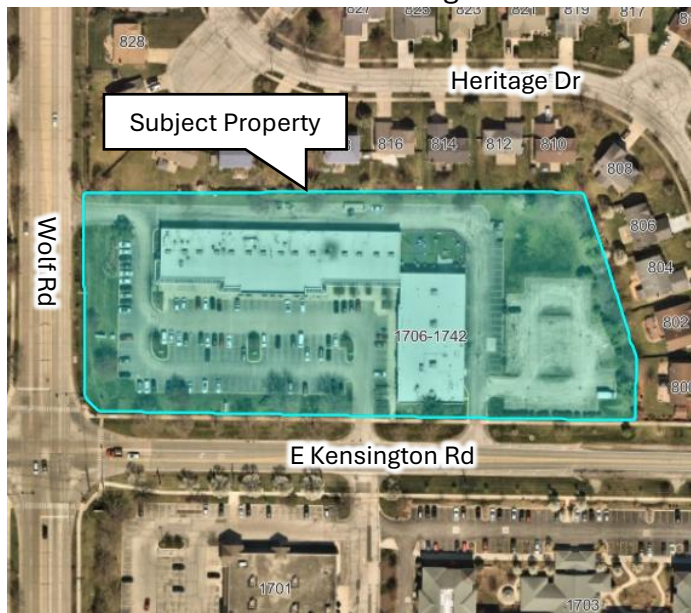
PROPERTY ADDRESS/LOCATION

1728 E Kensington Rd

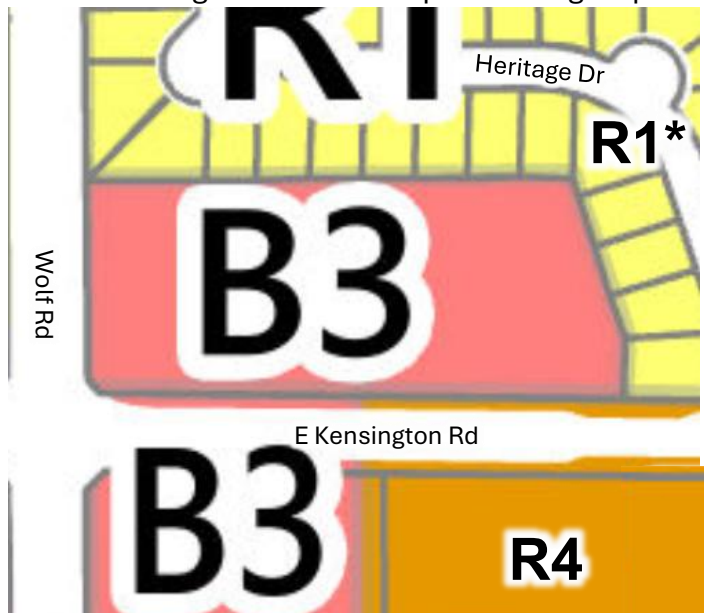
BRIEF SUMMARY OF REQUEST

The petitioner (Terry Hilton LLC) is proposing a change of ownership for an existing massage therapy establishment at 1728 East Kensington Road (the subject property). Massage therapy businesses require a new conditional use approval when there is a change of location or a change of ownership. The subject property is zoned B-3 Community Shopping Planned Unit Development (PUD). The proposed business meets the standards for a conditional use and staff is supportive of the request.

2025 Aerial Image



2025 Village of Mount Prospect Zoning Map



EXISTING ZONING

B-3 Community Shopping PUD

EXISTING LAND USE/ SITE IMPROVEMENTS

Multi-tenant commercial

SURROUNDING ZONING & LAND USE

North: R-1 Single Family Residential PUD
East: R-1 Single Family Residential PUD
South: B-3 Community Shopping, R-4 Multi Family Residential
West: R-X Single Family Residential

SIZE OF PROPERTY

1240 SF (Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND / PROPERTY HISTORY

The subject property is a single-story multi-tenant commercial building with a mixture of restaurant, retail, childcare, professional office, and personal service establishments. According to Village records, the tenant space has been a massage therapy establishment since 2012. Prior to 2012, the tenant space was used as a dentist office.

PROPOSAL

The petitioners, Mu Chun Li and Shuxin Jian of Terry Hilton LLC, propose to operate a 1,240 square foot massage establishment at the subject property. The petitioner writes in her application that the business will provide high-quality therapeutic massage services that promote relaxation, healing, and overall wellbeing. Services outlined in the proposal include Swedish massage, deep tissue massage, hot stone therapy, aromatherapy, reflexology, and couples massage. The petitioner notes in the application that there will be one full-time massage therapist to start, with potential to hire up to three more employees in the future. The proposed hours of operation are Monday through Sunday 10:00AM to 10:00PM. Clients are seen by appointment or walk-in, with up to seven appointments per day, each appointment lasting 60 to 90 minutes with 15 to 30 minutes between sessions for preparation and sanitation. The petitioners intend to use the existing layout of the business and the existing sign.

Parking: The Village code requires parking based on land use. The subject property is a shopping center between 30,000 and 150,000 square feet, which requires 4.5 spaces per 1,000 square feet of gross floor area. Restaurant tenants are calculated separately. The parking lot is striped with 206 parking stalls, including 7 accessible parking stalls. The minimum parking requirement for the existing and proposed uses are met.

Use	Parking Minimum	Variables	Spaces Required
Shopping center (30,000 - 150,000 square feet)	4.5 spaces per 1,000 square feet of gross floor area. (Restaurants as tenants require separate parking calculations.)	23,340 SF	105
Restaurant without a bar	12 spaces per 1,000 square feet of floor area (excluding areas for storage, corridors, and bathrooms)	6,650 SF	80
		Total Required:	185 (6 accessible)
		Total Provided:	206 (7 accessible)

Massage Addendum: The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 7 for Massage Establishments. According to the addendums, the petitioners have been employed at massage establishments in Schaumburg, St Charles, Frankfort, and Orland Park, Illinois.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in Exhibit A and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

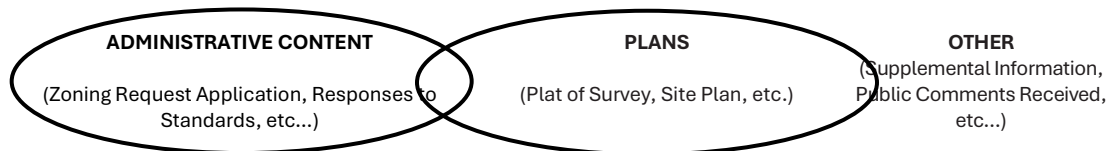
STAFF RECOMMENDATION

Staff finds that the proposed conditional use meets the applicable standards contained in the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. "A conditional use to operate a massage therapy establishment at 1728 East Kensington Road, subject to the following conditions:
 - a. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - b. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - c. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location."

The Village Board's decision is final for this case.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

CONDITIONAL USE STANDARDS

Section 14.203.F.8 of the Village of Mount Prospect Zoning Ordinance provides that a Conditional Use shall conform to the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6. That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings: The petitioner states in their application that the staff will be certified, operations will be ethical, and the environment will be quiet, professional, and inclusive. The petitioner notes that the business will not disrupt nearby properties and poses no threat to property values. The petitioner asserts that the business is quiet, low-impact, and aligns with permitted uses. The petitioner notes that the building is connected to water, sewer, and power, and has adequate access and drainage. The petitioner states that the traffic flow is low and no congestion is expected. The petitioner argues that the business aligns with the Village's Comprehensive Plan by promoting health, wellness, and community vitality. The petitioner affirms that the business is committed to maintaining compliance and transparency.

Staff's Findings: Staff has reviewed the petitioner's request for a conditional use to operate a massage establishment and finds that the standards have been met. The Police Department confirmed that the petitioner has met the standards to obtain a massage establishment business license. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The space has operated as a massage therapy establishment since 2012 without incident, and no substantial changes are proposed. No physical changes are proposed that would impede improvement of the surrounding properties, impact public utilities or drainage, or cause traffic congestion in the public streets. The subject property is designated "Neighborhood Center" in the future land use plan and the proposed personal services use is complimentary to the mix of small-scale restaurant, retail, professional office, and personal service uses already established in this area.



Village of Mount Prospect
Community Development Department
50 S. Emerson Street
Mount Prospect, Illinois 60056
Phone: (847) 818-5328

RECEIVED

MAY 21 2025

Village of Mt. Prospect
Community Development

Zoning Request Application

Official Use Only (To be completed by Village Staff)

Case Number: P&Z - 25 - 25 Date of Submission: 9/30/25 Hearing Date: _____

Project Name/Address: Thanks Spa Massage Therapy CU - 1728 E Kensington Rd

I. Subject Property

Address(es): 1728 E Kensington Rd Mt Prospect IL 60056

Zoning District (s): B3* Property Area (Sq.Ft. and/or Acreage): 1240 SF

Parcel Index Number(s) (PIN(s)): 03-25-311-038-0000

II. Zoning Request(s) (Check all that apply)

☒ Conditional Use: For Massage Therapy

☐ Variation(s): To _____

☐ Zoning Map Amendment: Rezone From _____ To _____

☐ Zoning Text Amendment: Section(s) _____

☐ Other: _____

III. Summary of Proposal (use separate sheet if necessary)

To provide professional, therapeutic massage services that promote relaxation, pain relief, and well-being. Offer a range of massage techniques, including Swedish, deep tissue, and sports massage.

IV. Applicant (all correspondence will be sent to the applicant)

Name: Mu Chun Li Corporation: Terry Hilton LLC

Address: 2127 S Finley Rd

City, State, ZIP Code: Lombard IL 60148

Phone: [REDACTED] Email: _____

Interest in Property: Lessee
(e.g. owner, buyer, developer, lessee, architect, etc...)

V. Property Owner☐ Check if Same as ApplicantName: Sam Markos Corporation: ENK Brentwood LLCAddress: 2604 Dempster #100City, State, ZIP Code: Park Ridge IL 60068Phone: [REDACTED]Email: [REDACTED]

In consideration of the information contained in this petition as well as all supporting documentation, it is requested that approval be given to this request. The applicant is the owner or authorized representative of the owner of the property. The petitioner and the owner of the property grant employees of the Village of Mount Prospect and their agent's permission to enter on the property during reasonable hours for visual inspection of the subject property.

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Applicant:

Yuechuan Li
(Signature)Date: 09/16/2025Yuechuan Li
(Print or Type Name)

If applicant is not property owner:

I hereby designate the applicant to act as my agent for the purpose of seeking the zoning request(s) described in this application and the associated supporting material.

Property Owner:

[Signature]
(Signature)Date: 05-20-2025Spiras (Sam) Markos
(Print or Type Name)

② Building owner

Affidavit of Ownership

COUNTY OF COOK)

STATE OF ILLINOIS)

I, Spiros Murkos, under oath, state that I am
(print name)

- ☐ the sole owner of the property
☐ an owner of the property
☒ an authorized officer for the owner of the property

commonly described as ENK Brentwood LLC
(property address and PIN) 1708 to 1750 E Kensington
03-26-311-038-0000

and that such property is owned by Spiros Murkos as of this date.
(print name)

[Signature]
Signature

Subscribed and sworn to before

me this 18 day of
September, 2025.

Laila Hasan
Notary Public



UNOFFICIAL COPY 0020199418

TRUSTEE'S DEED

1992/0276 45 001 Page 1 of 3
2002-02-20 11:54:49
Cook County Recorder 25.00



0020199418

(Reserved for Recorders Use Only)

THIS INDENTURE, dated February 11, 2002 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated December 18, 1985 and known as Trust Number 1635 party of the first part, and ENK BRENTWOOD, L. L. C., 2648 Dempster Road, Park Ridge, Illinois 60056, party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, do hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION AND SUBJECT TO PROVISIONS

Commonly Known As: 1706-1742 E. Kensington Road, Mt. Prospect, Illinois 60056

Property Index Numbers: 03-25-311-036

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Maureen Paige

Authorized Signature

Prepared By: LASALLE BANK NATIONAL ASSOCIATION, 3044 ROSE ST., FRANKLIN PARK, IL 60131

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) Maureen Paige, an officer of LaSalle Bank National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

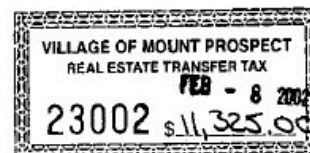
GIVEN under my hand and seal this 7th day of February, 2002.

Carol Ann Weber
NOTARY PUBLIC

MAIL TO: R. KYMN HARP
111 N. WASHINGTON ST. - 1525
CHICAGO, IL 60602

SEND FUTURE TAX BILLS TO:

MARKOS MANAGEMENT CORPORATION
2648 DEMPSTER ROAD
PARK RIDGE, IL 60068
Attn: SIM MARKOS



BOX 333-CTI

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: UNDERLYING LOT 1 AND THAT PART OF UNDERLYING LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 48 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 77.56 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 31.16 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 78.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 31.16 FEET TO THE POINT OF BEGINNING, IN BRENTWOOD SQUARE CONSOLIDATION BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1706-1742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-036

STATE OF ILLINOIS



FEB. 19. 02

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000023415

REAL ESTATE
TRANSFER TAX

0377500

FP 102808

COOK COUNTY
REAL ESTATE TRANSACTION TAX



FEB. 19. 02

REVENUE STAMP

0000023476

REAL ESTATE
TRANSFER TAX

0188750

FP 102802

20199418

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8840407

UNOFFICIAL COPY

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COMMONLY KNOWN AS: 1706-1742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-036

20199418

UNOFFICIAL COPY 0020199419

TRUSTEE'S DEED

1992/0277 45 001 Page 1 of 2
2002-02-20 11:55:31
Cook County Recorder 23.00



(Reserved for Recordors Use Only)

THIS INDENTURE, dated February 11, 2002 between LASALLE BANK NATIONAL ASSOCIATION, a National Banking Association, successor trustee to American National Bank and Trust Company of Chicago duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated January 27, 1989 and known as Trust Number 10278 party of the first part, and ENK BRENTWOOD, L. L. C., 2648 Dempster Road, Park Ridge, Illinois 60056, party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION AND SUBJECT TO PROVISIONS

Commonly Known As: 1742 E. Kensington Road, Mt. Prospect, Illinois 60056

Property Index Numbers: 03-25-311-037

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, as trustee and not personally,

By: Maureen Paige
Authorized Signature

Prepared By: LASALLE BANK NATIONAL ASSOCIATION, 3044 ROSE ST., FRANKLIN PARK, IL 60131

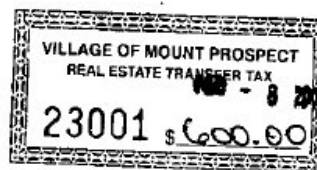
STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for said County and State, do hereby certify
COUNTY OF COOK) Maureen Paige, an officer of LaSalle Bank National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 7th day of February, 2002.

Carol Ann Weber
NOTARY PUBLIC

MAIL TO: R. KYMN HARP
111 W. WASHINGTON ST-1535
CHICAGO IL 60602

SEND FUTURE TAX BILLS TO:
MARKOS MANAGEMENT CORPORATION
2648 DEMPSTER ROAD
PARK RIDGE, IL 60068
ATTN: SAM MARKOS



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

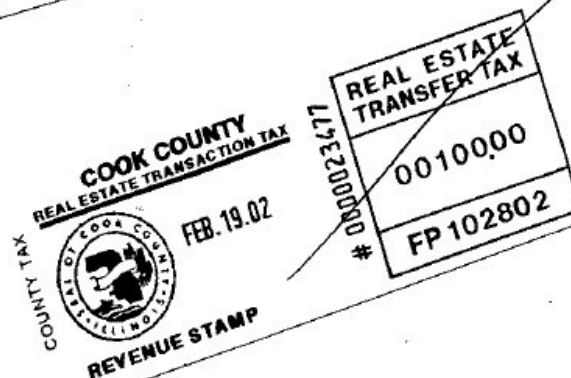
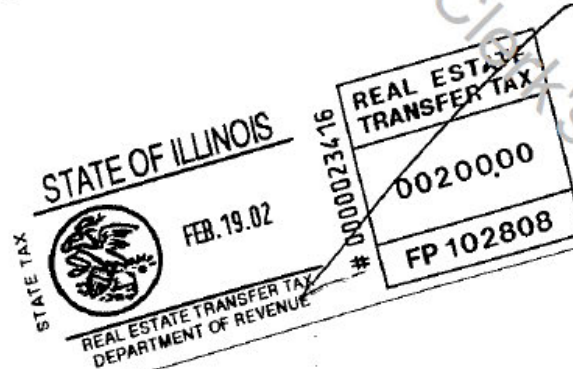
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THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: UNDERLYING LOT 2 EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 77.56 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 31.16 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 39 SECONDS EAST A DISTANCE OF 78.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 31.16 FEET TO THE POINT OF BEGINNING, IN BRENTWOOD SQUARE CONSOLIDATION BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4742 E. KENSINGTON ROAD
MT. PROSPECT, IL 60056

PIN: 03-25-311-037



20199419

4

TOTAL PAYMENT DUE

\$126,039.57

By 03/04/2025

2024 First Installment Property Tax Bill - Cook County Electronic Bill

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
03-25-311-038-0000	233	38044	2024	(2025)	WHEELING	5-31

IF PAYING LATE, PLEASE PAY	03/05/25-04/01/25 \$126,984.87	04/02/25-05/01/25 \$127,930.17	05/02/25-06/01/25 \$128,875.47	LATE INTEREST IS 0.75% P MONTH, BY STATE LA
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TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	94.86%
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	54.00%
River Trails Park Dist Prospect Heights	\$8,220,268	\$10,542,856	\$962,073	90.87%
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	0.00%
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	99.60%
River Trails Elementary SD 26 (Mt Pros)	\$22,355,038	\$26,572,812	\$7,085,785	73.33%
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	63.51%
Town of Wheeling	\$32,449	\$5,659,083	\$232,813	95.89%
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	38.07%
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	45.33%
Total	\$12,219,692,414	\$31,047,898,193	\$16,509,391,454	

For a more in-depth look at government finances and how they affect your taxes, visit cookcountytreasurer.com

PAY YOUR TAXES ONLINE

Pay at cookcountytreasurer.com from your bank account or credit card.

IMPORTANT MESSAGES

*Paid by
Northside Community
Bank*

TAX CALCULATOR

2023 TOTAL TAX		229,162.85
2024 ESTIMATE	X	55%
2024 1st INSTALLMENT	=	126,039.57

The First Installment amount is 55% of last year's total taxes.
All exemptions, such as homeowner and senior exemptions, will
be reflected on your Second Installment tax bill.

PROPERTY LOCATION

1708 KENSINGTON RD
MOUNT PROSPECT IL 60056

MAILING ADDRESS

SAM MARKOS
2604 DEMPSTER
PARK RIDGE IL 600688412

*** Please see 2024 First Installment Payment Coupon next page ***

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property:

\$355,457

Property Value:

\$3,053,344

Total Debt % Attributed to Your Property Value:

11.6%

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): 03-25-311-038-0000

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Scroll down for more information.



[Incorrect Image? Click Here.](#)

Property Location:
1708 KENSINGTON RD
MOUNT PROSPECT, IL 60056-1900
Volume: 233

Mailing Information:
SAM MARKOS
2604 DEMPSTER
PARK RIDGE, IL 60068-8412
[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2023 (billed in 2024) Total Amount Billed: \$229,162.85

1st INSTALLMENT - Tax Year 2023		2nd INSTALLMENT - Tax Year 2023	
Original Billed Amount:	\$120,930.42	Original Billed Amount:	\$108,232.43
Due Date:	03/01/2024	Due Date:	08/01/2024
Tax:	\$0.00	Tax:	\$0.00
Interest:	\$0.00	Interest:	\$0.00
Current Amount Due:	\$0.00	Current Amount Due:	\$0.00

Total Amount Due: \$0.00

[Expand Payment Details](#) ▼

Tax Year 2024 (billed in 2025) Total Amount Billed: \$126,039.57

1st INSTALLMENT - Tax Year 2024

Original Billed Amount:

\$126,039.57

Due Date:

03/04/2025

Tax:

\$0.00

Interest:

\$0.00

Current Amount Due:

\$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details ▼](#)

About payments: Payments are recorded the date they are received. They appear on the website about three business days later.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

-  [Tax Year 2023 Second Installment](#) Due Thursday, August 1, 2024
-  [Tax Year 2024 First Installment](#) Due Tuesday, March 4, 2025

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2023	2022	2021	2020
Homeowner Exemption:	NO	NO	NO	NO
Senior Citizen Exemption:	NO	NO	NO	NO
Senior Freeze Exemption:	NO	NO	NO	NO
Returning Veteran Exemption:	NO	NO	NO	NO
Disabled Person Exemption:	NO	NO	NO	NO
Disabled Veteran Exemption:	NO	NO	NO	NO

Tax Year 2024 exemptions granted by the Assessor will be reflected on your Second Installment tax bill.

[Apply for a missing exemption](#)

20-Year Property Tax Bill History

Tax Year 2004:	\$182,824.35
Tax Year 2023:	\$229,162.85
Difference:	+ \$46,338.50
Percent Change:	+ 25.35%

[See your complete property tax history.](#)

-  [Read "The Pappas Study" 20-Year Property Tax History](#)
-  [See the Top 50 Largest Tax Increases since 2000 by Chicago ward and suburb](#)
-  [Voter Turnout 2011-2020 Chicago and Cook County Suburbs](#)
-  [Cook County Suburbs - Interactive Map](#)
-  [Chicago by Ward - Interactive Map](#)

Taxing District Debt Attributed to Your Property

Total Taxing District Debt Attributed to Your Property:	\$355,457
Property Value:	\$3,053,344
Total Debt % Attributed to Your Property Value:	11.6%

To see the 20-Year History of Your Property Taxes, [click here](#)

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

Select a taxing district name for detailed financial data.

Your Taxing Districts	Total Debts and Liabilities	District Property Value	Property Value	% of Taxing District Debt	Estimated Total Debts and Liabilities to Property
Northwest Mosquito Abatement Wheeling	\$833,004	\$99,462,645,968	\$3,053,344	0.0030698%	\$26
Metro Water Reclamation Dist of Chicago	\$4,681,319,000	\$615,525,376,003	\$3,053,344	0.0004961%	\$23,222
River Trails Park Dist Prospect Heights	\$9,074,036	\$1,870,777,692	\$3,053,344	0.1632126%	\$14,810
Harper Coll Comm College 512 (Palatine)	\$310,446,832	\$68,478,657,852	\$3,053,344	0.0044588%	\$13,842
Township HS District 214 (Arlington Hts)	\$101,263,711	\$34,503,061,344	\$3,053,344	0.0088495%	\$8,961
River Trails Elementary SD 26 (Mt Pros)	\$37,611,157	\$2,015,008,826	\$3,053,344	0.1515301%	\$56,992

Village of Mount Prospect	\$301,363,362	\$6,961,556,410	\$3,053,344	0.0438601%	\$132,178
Town of Wheeling	\$265,262	\$20,576,624,667	\$3,053,344	0.0148389%	\$39
Cook County Forest Preserve District	\$548,552,253	\$627,061,316,173	\$3,053,344	0.0004869%	\$2,671
County of Cook	\$21,094,656,928	\$627,061,316,173	\$3,053,344	0.0004869%	\$102,716

Total Taxing District Debt Attributed to Your Property: \$355,457

To read Treasurer Pappas' Debt Study and use the interactive map, [click here](#)

Highlights of Your Taxing Districts' Debt and Pension

Select a taxing district name for detailed financial data.

Your Taxing Districts	Money Owed by Your Taxing Districts (minus Total Net Pension Liability)	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	Employees	Retirees	Difference
Northwest Mosquito Abatement Wheeling	\$455,316	\$8,630,076	\$461,013	19	8	11
Metro Water Reclamation Dist of Chicago	\$3,126,243,000	\$3,151,727,000	\$1,449,923,000	1,966	2,454	-488
River Trails Park Dist Prospect Heights	\$8,220,268	\$10,542,856	\$962,073	67	30	37
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$32,974,963	\$32,974,963	910	0	910
Township HS District 214 (Arlington Hts)	\$90,904,159	\$296,515,358	\$1,194,163	1,792	1,233	559
River Trails Elementary SD 26 (Mt Pros)	\$22,355,038	\$26,572,812	\$7,085,785	254	147	107
Village of Mount Prospect	\$171,861,845	\$385,434,723	\$140,636,940	329	474	-145
Town of Wheeling	\$32,449	\$5,659,083	\$232,813	21	41	-20
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	625	536	89
County of Cook	\$8,262,580,154	\$26,512,006,772	\$14,493,276,944	23,760	20,138	3,622

Reports and Data for All Taxing Districts

View the financial reports filed by 547 local Taxing Districts across Cook County pursuant to the Debt Disclosure Ordinance authored by Treasurer Maria Pappas.

- [Read the Executive Summary](#)
- [Read the Debt Report](#)
- [Cook County Debt Map](#)
- [Correlation Chart Between Debt and Higher Taxes](#)
- [Search your property to find out what portion of local government debt is attributed to your property](#)
- [Debt to Property Value by Municipality - Residential and Commercial](#)
- [Debt and Disclosure Data](#)
- [Browse all financial reports filed by a specific local government](#)

[BEGIN A NEW SEARCH](#)

DISCLAIMER: The information on this screen comes from many sources, few of which are in the control of the Cook County Treasurer's Office. Taxpayers are advised to take personal responsibility for their PIN, property location, taxpayer address, and payment amounts posted due or paid, to be sure of their accuracy.

BrowseAloud

SPA & MASSAGE LEASE
1728 EAST KENSINGTON ROAD, MT. PROSPECT

THIS INDENTURE, made and entered into this 1st day of May, 2025, by and between **ENK BRENTWOOD, LLC**, an Illinois limited liability company, ("Lessor") and **TERRY HILTON L.L.C.**, an Illinois limited liability company, ("Lessee") and **LI MU CHUN** and **JIAN SHUXIN**, jointly and severally, (collectively as "Guarantors").

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and in reliance upon the representations and warranties set forth herein, the parties hereby represent, warrant and agree with each other as follows:

1. **Lease of Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the real property and improvements thereon commonly known as **1728 East Kensington Road, Mount Prospect Illinois**, (herein referred to as the "Leased Property" or the "Premises") in the BRENTWOOD SHOPPING CENTER located at 1706 to 1742 East Kensington Road, Mt. Prospect, Illinois (the "Center") for the term and subject to the terms, covenants, agreements and conditions set forth herein. Lessor and Lessee acknowledge and agree that the premises consist of approximately 1,240 square feet.

2. **Term.** Subject to prior termination in the manner herein provided, the term of this Agreement shall be five (5) years and commence on May 1, 2025, and shall terminate on the fifth (5th) anniversary of the commencement date (April 30, 2030), unless extended per option contained herein.

3. (a) **Gross Rent.** Lessee shall pay Lessor a monthly rental commencing on May 1, 2025 and continuing on the first day of each calendar month thereafter during the term hereof in amounts as follows:

Term	Monthly Rent
05/01/25 – 04/30/26	\$2,300.00
05/01/26 – 04/30/27	\$2,300.00
05/01/27 – 04/30/28	\$2,369.00
05/01/28 – 04/30/29	\$2,440.07
05/01/29 – 04/30/30	\$2,513.27

(b) **Option to Extend.** Lessor hereby grants to Lessee an option to extend the Term of the Lease on the same terms, conditions and provisions as contained in the Lease, for a period of five (5) years, beginning May 1, 2030 and terminating on April 30, 2035. Lessee retains the right to exercise

the foregoing option only upon the following conditions: (a) Lessee is not in default of any term of the Lease; and (b) the Option shall be exercised by written notice to Lessor given no later than nine (9) months prior to the end of the initial Term. The monthly rent during this term shall be as follows:

Term	Monthly Rent
05/01/30 – 04/30/31	\$2,588.67
05/01/31 – 04/30/32	\$2,666.33
05/01/32 – 04/30/33	\$2,746.32
05/01/33 – 04/30/34	\$2,828.71
05/01/34 – 04/30/35	\$2,913.57

4. **Utilities Expenses and Costs.** During the term of this Agreement, including any option periods, Lessee shall pay or cause to be paid all charges for water, gas, electricity, power, refuse and scavenger or any other public or private utility services used upon or furnished to the Premises and Lessee shall indemnify Lessor from all said expenses. Lessee shall also pay for alarm and security services, pest and rodent control, janitorial and cleaning & maintenance of HVAC and maintain a service contract for such maintenance, as further defined on **Exhibit A** attached hereto,

5. **Security Deposit.** As additional security for the faithful and prompt performance of its obligations hereunder, Lessee shall pay a Security Deposit of **\$2,300.00**. If Lessee defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Lessor may use, apply or retain all or any part of this security deposit for the payment of any Rent and any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is to be used or applied, Lessee shall within five (5) days after written demand therefore deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material breach for this Lease. Lessee may not elect to apply any portion of the security deposit toward payment of Rent or other charges payable by Lessee under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit.

6. **Late Charges.** Lessor may assess or charge Lessee ten (10%) percent of the monthly rent payment as a late charge for each rental payment due hereunder which is paid or delivered to Lessor after the fifth (5th) business day of the month in which said payment becomes due.

7. **Assignment and Subletting - Consent Required.** Lessee shall not, without Lessor's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Lessee's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Lessee. Lessor agrees that it will not unreasonably withhold its consent

to any assignment or sublease. Lessor may also demand upon request of consent to such assignment or transfer, additional security deposit or the personal guaranty, subject to Lessor's approval, of assignee's principal. No permitted assignment or subletting shall relieve Lessee of Lessee's covenants and agreements hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

8. **Condition on Possession.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed. Lessee is taking possession of the premises in its "as is" condition.

9. **Lessor to Have Access.** Lessor hereby expressly reserves the right to enter the premises and/or any part thereof, in the event of emergency. Furthermore, Lessor may enter the premises at a time mutually agreed by and between the parties after 24-hour notice to make inspection and repairs, to exhibit the premises to prospective Lessees, purchasers, or others, and to perform any acts related to safety, protection, preservation, relating, sale or improvement of the premises.

10. **Use of the Leased Property.** During the term of this Agreement, including any option period, the Leased Property shall be used as a **professional licensed spa service/massage business** and not for other purposes without the prior written consent of Lessor. Lessee shall **not** offer nail services or hairdressing/hairstyling services.

Compliance with Laws. Lessee shall not use the Leased Property or permit anything to be done in or about the Leased Property which will conflict with or violate any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall at its sole cost, comply with all laws, building codes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be enacted during the term of this Agreement relating to or affecting the condition, use or occupancy of the Lease Property. Lessee specifically agrees that it will obtain and maintain all necessary federal, state and local permits, approvals and licenses necessary to operate the Leased Property as aforesaid and that Lessor has made no representations or warranties regarding the suitability of the Leased Premises for the intended uses of Lessee.

11. **Maintenance and Repair.** During the term of this Agreement, including any option term, Lessee shall, at its sole cost and expense, keep and maintain the interior portions of the Premises, including but not limited to plumbing, electrical, interior walls and doors, lighting, exhaust systems, bathrooms, windows, flooring, HVAC system in the same general condition and state of repair as of the commencement date hereof except for acts of God, fire or other casualties, and shall promptly make all non-structural, and ordinary and extraordinary repairs and replacements of every kind which may be required to be made upon or in connection with the Premises or a part thereof in order so to keep and maintain the Premises. The roof, structural walls, common area portions and exterior of the Center shall be maintained by the Lessor.

12. **Alterations, Improvements and Additions to Leased Property.**

Lessee shall have the right at its sole expense (and, in the case of expenditures over \$10,000.00, only upon prior written consent of Lessor) to make such alterations, improvements, additions and repairs to the Premises as Lessee may desire and deem appropriate provided that the same do not weaken the structure or reduce the value of the building and that any additions or alterations are completed in accordance with all applicable laws, ordinances, rules, regulations and building codes. Prior to the commencement of construction of any alterations, Lessee shall demonstrate to the Lessor's reasonable approval, Lessee's financial ability to pay for the proposed alterations. Any and all construction, alteration and improvements shall be subject to the following conditions:

- A. Such work, interior as well as exterior (excluding any changes in the perimeter structure) shall be according to plans and specifications therefore, which shall be first submitted to and approved in writing by Lessor, which approval Lessor shall not unreasonably withhold or delay; notwithstanding anything to the contrary, Lessee may use the Franchiser's standard interior decor.
- B. Before the commencement of such work, the plans and specifications shall be filed with and approved by issuance of permits by and governmental authorities having jurisdiction and any public utility companies having an interest therein, and all such work shall be done subject to and in accordance with the requirements having jurisdiction and of each public utility company. All necessary permits and certificates of liability insurance in reasonable amounts, protecting and holding Lessor harmless in connection with such work, shall be obtained by Lessee at his sole cost and expense.
- C. Prior to the commencement of such work, Lessee shall furnish to Lessor a firm contract, or series of contracts, relating to the doing of the work and for the providing of labor and materials included with such repairs, remodeling and improvements, from a contractor or series of contractors, each of whom shall likewise provide or cause to be provided, for the remodeling or repair affecting the structure only, assuring Lessor that the contemplated repairs, remodeling and improvements to the structure of the premises will be done free and clear of any liens. All contracts and/or subcontracts for work and materials shall contain an express provision that said contractor or subcontractor shall waive all of his, or their lien rights against the premises upon completion of the work.
- D. Lessee hereby agrees to indemnify and save Lessor harmless from and against any and all liens that may be filed against Lessor's property or title as a result of such work. In the event that any such liens are filed against Lessor's property, Lessee shall have the right to defend any and all actions or suits filed in connection therewith upon depositing a sum of money in escrow for the amount of such liens or upon providing some other form of indemnification or security acceptable to Lessor. Lessee will be given notice of all liens filed against Lessor's property and shall have

the right to cure said lien within thirty (30) days. In the event Lessee shall fail to defend such suit or claim, or shall fail to provide such escrowed funds or other security against such liens, Lessor may remove the liens by paying the full amount thereof, or otherwise without investigating or contesting the validity thereof, Lessee shall pay Lessor upon request as additional rent the amount paid out by Lessor in Lessee's behalf therefore, including Lessor's costs, expenses and attorneys' fees.

E. Lessee warrants that all work shall be done in a good and workmanlike manner, pursuant to the aforementioned plans and specifications, and in compliance with the building and zoning laws and other laws, ordinances, orders, rules, regulations and requirements of all state, federal and municipal governments, and the appropriate departments, commissions, board and officers thereof.

F. All leasehold improvements, alterations, replacements, changes, additions, and appurtenances on, to or in the leased premises shall upon the termination of this Lease by lapse of time or otherwise become the sole and absolute property of Lessor and shall be deemed to be part of the leased premises. All movable fixtures installed by Lessee shall be and remain the property of Lessee and may be removed by Lessee upon the termination of the Lease, provided the same may be removed without irreparable damage to the premises, and on the condition that Lessee repairs any damage caused by such removal. Any trade fixtures left on the premises after the termination of the Lease, by lapse of time or otherwise, shall be deemed to be abandoned by lessee and shall become the sole and absolute property of Lessor.

13. **Quiet Enjoyment.** So long as Lessee is not in default hereunder, Lessee shall have the quiet enjoyment of the Leased Property, during the term of this Agreement without hindrance on the part of Lessor.

14. **Liens.** During the term of this Agreement, including any option term, Lessee shall not, without the prior written consent of Lessor, incur or permit to remain, and shall promptly discharge or bond against, at its expense, any liens, encumbrances and charges upon the Leased Property or any part thereof. Lessor shall have authority to enter upon the Leased Property at any time to post any notices which, in its opinion, shall be necessary to hold Lessor harmless from any claim or liability arising out of any work done on or for the Leased Property to the extent not arising from Lessor's acts or omissions. Lessee indemnifies, holds harmless, and shall defend Lessor from and against any claim or action asserted against the Leased Property or Lessor arising out of work or materials performed or delivered by or at the direction of Lessee, its agents and assigns.

15. **Damage to or Destruction of Leased Premises.** If the Premises or any part of the Center shall be damaged by fire or other casualty, and if such damage does not render all or a "substantial portion" (as determined by Lessor) of the Premise, or the Center untenable, then Lessor shall proceed to repair and restore the Premises with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control. If any such damage renders all or a substantial portion of the Premises or the Center untenable, Lessor shall, with reasonable promptness after the occurrence of such damage, reasonably estimate

the length of time that will be required to substantially complete the repair and restoration of such damage, and shall by notice advise Lessee of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed one hundred twenty (120) days from the date such damage occurred, then either Lessor or Lessee (but as to Lessee, only if all or a substantial portion of the Premises are rendered untenable) shall have the right to terminate this Lease as of the date such damage upon giving notice to the other at any time within twenty (20) days after Lessor gives Lessee the notice containing said estimate. Lessor shall have no liability to lessee and Lessee shall not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the time period estimated by Lessor, as aforesaid, or within said one hundred twenty (120) day, so long as Lessor shall proceed with reasonable diligence to complete such repairs and restoration. Notwithstanding anything to the contrary herein set forth, (a) Lessor shall have no duty to repair or restore any portion of the alterations, additions or improvements made by Lessee in the Premises and (b) Lessee shall not have the right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Lessee, its agents, partners or employees.

16. **Eminent Domain.** If all, or a substantial portion of the Center, or any part thereof, which includes all or a substantial portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Center, the taking of which would, in Lessor's opinion, prevent the economical operation of the Center, or if the grade or any street or alley adjacent to the Center is changed by any competent authority, and such taking, damage or change of grade makes it necessary or desirable to remodel the Center to conform to the taking, damage or changed grade, Lessor shall have the right to terminate this Lease upon not less than ninety (90) days notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by the Lessor to the Lessee for the right of termination, and the Lessee shall have no right to share in the condemnation award, whether for a partial or total taking.

17. **Subordination.**

A. **Subordination.** Lessor has heretofore and may hereafter from time to time execute and deliver a first mortgage or first trust deed in the nature of a mortgage, both being hereinafter referred to as a "First Mortgage", against the Land and Building or any interest therein. If requested by the mortgagee or trustee under any First Mortgage, Lessee will either (a) subordinate its interest in this Lease to said First Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make certain of Lessee's rights and interest in this Lease superior thereto; and Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any First Mortgage. Lessee covenants it will not subordinate this Lease to any mortgage or trust deed other than a First Mortgage without the prior written consent of the holder of the First Mortgage.

B. **Liability of Holder of First Mortgage; Attornment.** It is further agreed that (a) if any First Mortgage shall be foreclosed, (i) the holder of the First Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (1) liable for any act or omission of any prior landlord (including Lessor), (2) subject to any off-sets or counterclaims which Lessee may have against a prior landlord (including Lessor), or (3) bound by any prepayment of Base Rent or Rent Adjustments which Lessee may have made in excess of the amounts then due for the next succeeding month, (ii) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Lessor under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building or Land and such liability shall not continue or survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the First Mortgage shall be foreclosed, Lessee will attorn, as Lessee under this Lease, to the purchaser at any foreclosure sale under any First Mortgage, and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of Lessor, nor shall this Lease be canceled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any First Mortgage.

18. **Lessee's Insurance.** Lessee shall carry insurance during the entire Term hereof with terms, coverages and in companies satisfactory to Lessor and with such increases in limits as Lessor may from time to time request, but initially Lessee shall maintain the following coverages in the following amounts:

A. Comprehensive or commercial general liability insurance, including contractual liability, against the risks of bodily injury, property damage and personal injury, liability, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate, said coverage to be on a Standard Comprehensive General Liability Form, covering Lessee as a named insured and Lessor, their respective partners, the managing agent for the Building and the respective officers, directors, shareholders, partners, agents and employees of each of the foregoing as additional insureds.

B. Insurance against fire, sprinkler leakage, vandalism, and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Premises owned or made by Lessee, if any, and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Lessee's property on the Premises, with loss or damage payable to Lessor and Lessee as their interests may appear.

C. Worker's Compensation Insurance and all other insurance, if any, of whatsoever description and in such amounts as may be required by any ordinance, law or governmental regulation to be carried or maintained by Lessor or Lessee in connection with the ownership, operation, maintenance or repair of the Leased Property.

Proceeds. Subject to the rights of Lessor set forth herein, in the event of any damage or loss to the Leased Property, the proceeds of all property insurance shall be payable to the parties

protected thereby as their respective interests may appear; provided, however, that Lessor and Lessee hereby agree, as between themselves that such of the proceeds as may be payable to or received by either of them shall be applied to the replacement or repair of the loss or damage covered thereby, if so requested by Lessor.

Form of Policies. All required insurance policies shall be with insurance companies having a rating in Best's Insurance Guide equal or superior to a Class XIII. Lessee shall furnish Lessor with a duplicate copy of each such policy of insurance or a certificate of the insurer evidencing the same, and each such policy shall provide (1) that it shall not be subject to cancellation, non-renewal or material change by the insurer except on thirty (30) days prior written notice to each insured party and (2) waiver of subrogation rights against Lessee and Lessor, to the extent obtainable. Notwithstanding any other provisions of this Agreement to the contrary, each party hereto waives any right of recovery against the other for any loss, damage or injury against which the waiving party is protected by insurance, but such waiver shall not apply to any excess of such loss, damage or injury over the amount covered by the insurance.

19. **Certificates of Insurance.** Lessee shall, prior to the commencement of the Term, furnish to Lessor policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or not renewed without at least thirty (30) days, prior written notice to Lessor.

20. **Compliance with Requirements.** Lessee shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

21. **Indemnification Against Operational Liabilities.** To the extent not arising from Lessor's gross negligence or omissions, Lessee agrees to indemnify and hold harmless Lessor from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and costs of suit), causes of action, suits, claims, demands or judgments of any nature (other than resulting from the acts or omissions of Lessor, its agents or employees) arising during the term of this Agreement from (1) any injury to, or the death of, any person or any damages to property, on the Leased Property, or in any manner growing out of or connected with the use, condition or occupancy of the Leased Property or a part thereof, and (2) the violation of any term or condition of any contracts or agreements to which Lessee is a party or has assumed the obligations of hereby or of any restrictions, laws, ordinances or regulations affecting the Leased Property or a party thereof or the ownership, occupancy or use thereof.

22. **Default.**

A. **Events of Default.** The occurrence of any of the following events shall constitute an Event of Default on the part of Lessee:

- (1) Failure to pay any monetary obligation of Lessee due Lessor under this Agreement within five (5) days after notice from Lessor that such payment is delinquent;
- (2) Failure (i) to perform any nonmonetary obligation of Lessee under this Agreement and (ii) to commence to remedy such default within fifteen (15) days after written demand is made therefore and to remedy such default within thirty (30) days after such written demand, or, if the remedy thereof requires more than thirty (30) days, within a reasonable time after demand provided that steps to remedy such default are pursued with all due diligence and that in all events the remedy of such default is completed within 90 days after the initial written demand;
- (3) The making of a general assignment by Lessee for the benefit of creditors;
- (4) The filing of any voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition by Lessee's creditors if such involuntary petition remains undischarged for a period of thirty (30) days;
- (5) The attachment or other judicial seizure of all or substantially all of Lessee's assets or of Lessee's leasehold estate hereunder, such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

B. **Termination.** In the event of the occurrence of any event of default mentioned, Lessor shall have the right to terminate this Agreement by giving Lessee notice of such termination.

C. **Re-entry.** In the Event of Default hereunder, Lessee shall be deemed to constitute a tenant at will and, upon the failure of Lessee to surrender possession of the Leased Property to Lessor on demand, Lessor shall, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination, be entitled to institute and maintain an action for unlawful detainer or other similar proceeding for restitution of the Leased Property in a court of appropriate jurisdiction.

23. **Additional Rights of Lessor.** No right or remedy herein conferred upon or reserved to Lessor pursuant to this Agreement upon the occurrence of a default is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law. The failure of Lessor to insist at any time upon the strict performance of any covenant or agreement or to exercise any right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future.

24. **Estoppel Certificates.** Either Lessee or Lessor shall, from time to time upon not less than ten (10) days' prior written request from the other, execute, acknowledge and deliver to the

other a statement, executed by the party or an authorized representative of the party making the statement and currently dated, certifying that the provisions of this Agreement are unmodified and in full force and effect and the dates to which sums payable hereunder have been paid and further stating that to the knowledge of the signer of such certificate that no default exists.

25. **Scope of Agreement and Amendments.** This Agreement, together with the Exhibits hereto which are hereby incorporated herein by reference and made a part hereof, supersedes and replaces all prior understandings and agreement, whether oral or written, and, constitutes the entire agreement between the parties with respect to the subject matter hereof. No representation, warranty, condition, understanding or agreement of any kind shall with respect to the subject matter of this Agreement, shall be binding on the parties unless incorporated herein. No provision in this Agreement shall be construed to constitute either party, the agent or general partner of the other. This Agreement may not be modified except by an agreement in writing signed by the party against whom the enforcement or any waiver, change, modification or discharge is sought. The Agreement shall survive the execution of any instruments executed pursuant to the terms hereof.

26. **Severability.** If any provision or portion of this Agreement shall be determined by a court of competent jurisdiction to be illegal or otherwise void or invalid, the remainder of this Agreement shall not be affected and it shall remain in force and effect to the fullest extent permitted by law.

27. **Interpretation and Construction.** This agreement shall be governed by the laws of the State of Illinois.

28. **Captions.** Captions of the Sections and subsections of this Agreement are for convenience and reference only.

29. **Counterparts.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

30. **Time.** Time is of the essence in the performance of all of the parties' respective obligations herein contained.

31. **Attorneys' Fees.** In the event of any legal case or action arising out of a breach or default under this Agreement or a dispute with respect to the interpretation hereof, the substantially prevailing party in such case or action shall be reimbursed for all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, costs of investigation and costs of suit.

32. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

33. **Notices.** All notices, demands, consents or approvals required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail,

postage prepaid, certified mail, return receipt requested and addressed to the following addresses or such other addresses as the parties may designate to each other in writing:

To Lessee: Terry Hilton L.L.C.
Attn: Li Mu Chun & Jian Shuxin
1728 East Kensington Road
Mount Prospect, IL 60056

To Lessor: ENK Brentwood, LLC
Attn: Sam Markos
2604 Dempster St., Ste. 100
Park Ridge, IL 60068

Notices and other writings shall be deemed received upon the earlier of actual receipt or three business days following mailing.

34. **Signage.** Lessee, at Lessee's sole expense, may install signage and logo above storefront subject to the prior written approval of Lessor and in accordance with the City of Mount Prospect sign code and in accordance with **Exhibit B** attached hereto.

35. **Return of Premises.** At the termination of the Lease, Lessee shall deliver up the premises in the same condition as when received by Lessee, reasonable use, wear and tear, fire, or other casualty or act of God excepted.

36. **Holding Over.** Lessee shall vacate the premises at the conclusion of the term herein or upon termination of this Lease and in the event that Lessee fails to deliver possession to Lessor at such time Lessee shall be charged rent at the rate of 150% of the then due rent.

37. **Miscellaneous Provisions.**

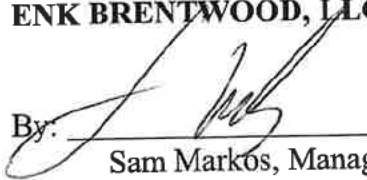
- A. Nothing contained in this lease shall be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership, joint venture or any association between Lessor and Lessee, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.
- B. The consent or approval by either party to or of any act by the other party shall not be deemed to waive or render unnecessary, consent to or approval of any subsequent similar act.
- C. The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provision.
- D. **Waiver of Right to Jury and Counterclaim.** Lessee hereby waives trial by jury in any action, proceeding or counterclaim brought by Lessor on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or any proceedings for nonpayment of rent. Lessee will not interpose any counterclaim (except

compulsory counterclaims) of whatever nature or description in any such proceedings.

IN WITNESS WHEREOF, the parties have executed this Lease this 1st day of May, 2025.

LESSOR:

ENK BRENTWOOD, LLC

By: 

Sam Markos, Manager

LESSEE:

TERRY HILTON L.L.C.

By: Mu Chun Li

Li Mu Chun, Manager

By: Jian Shuxin

Jian Shuxin, Manger

PERSONAL GUARANTY

FOR VALUABLE CONSIDERATION RECEIVED, and as an inducement to Lessor to enter into the foregoing Lease of even date herewith to **Terry Hilton L.L.C.**, an Illinois limited liability company, (the "Lease"), for the premises at **1728 East Kensington Road, Mount Prospect, IL 60056**, the undersigned, **Li Mu Chun** and **Jian Shuxin**, hereby personally guarantee the timely payment and performance of all of the Lessee's obligations under the Lease to the same extent as if the undersigned were co-obligors and Lessees thereunder. This Guaranty shall constitute an absolute, unconditional and continuing guaranty. Except as hereinafter expressly set forth, the undersigned hereby waives: presentment and demand for payment, notice of nonpayment, notice of nonperformance, notice of dishonor, notice of protest of dishonor, notice of protest, and each of them. Notwithstanding the foregoing, Lessor shall serve the undersigned with copies of any and all notices of default served upon Lessee under the terms of the Lease. If this Guaranty is signed by more than one guarantor, the liability of each guarantor shall be joint and several. The rights granted hereby and under the Lease shall be cumulative and may be enforced simultaneously or independently of each other, in one action or more than one action, and Lessor shall in each case be entitled to receive all of Lessor's costs of enforcement and collection, including reasonable attorneys' fees.

Any notice required or permitted to be served upon the undersigned shall be in writing and shall be deemed served, if by personal delivery on the date such notice is delivered to the address hereinafter set forth or, if by mail, on the date such notice is deposited with the U.S. Postal Service or its successor for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed to the undersigned at her address as listed by her signature or such other address as the undersigned may from time to time designate by serving written notice upon Lessor at the place and by the method designated in the Lease.

By: Li Mu Chun
Li Mu Chun, Manager

Address: [REDACTED]
[REDACTED]

By: Jian Shuxin
Jian Shuxin, Manager

Address: [REDACTED]
[REDACTED]

EXHIBIT A - HVAC MAINTENANCE CONTRACT

The HVAC Contract as required under this Lease must include, in addition to all services recommended by the equipment manufacturer in its operations / maintenance manual, the following services:

1. Adjust belt tension;
2. Lubricate all moving parts, as necessary;
3. Inspect and adjust all temperature and safety controls;
4. Check refrigeration system for leaks and operation;
5. Check refrigeration system for moisture;
6. Inspect compressor oil level and crank case heaters;
7. Check head pressure, suction pressure and oil pressure;
8. Inspect air filters and replace not less than every two months;
9. Check space conditions;
10. Check condensate drains and drain pans and clean, if necessary;
11. Inspect and adjust all valves;
12. Check and adjust dampers; and
13. Run machine through complete cycle.

EXHIBIT B - SIGN CRITERIA

These criteria for new signs are intended to provide a means of controlling tenant signage at the shopping center/retail building, by setting standards for sign type, letter type, colors, locations and the understanding of a merchant's need for exposure.

Signs for the shopping center/retail buildings are intended to provide an overall uniform appearance while allowing a controlled range of flexibility for tenants' individual interests and needs. All new signs shall be erected in conformance with the following requirements:

SIGN TYPE: Signs shall consist of individual letters, internally luminated, all upper-case Times Roman letters mounted on integral metal raceway, except multi-colored logos to be reviewed on an individual basis.

WINDOW SIGNS: No flashing lights or animated signs will be allowed in windows without Lessor's written consent.

SIGN COLOR: Upon Landlord's written approval, signs shall be allowed in colors as approved by Landlord and governing authorities.

SIGN & LETTER SIZE: Maximum size to be 60" in height. Minimum size to be no less than 24" in height. Maximum length shall be no more than 70% of the façade of the Leased Property.

MOUNTING LOCATION: The sign shall not be wider than the width of a tenant's space at street exposure less 15% of the space width from each side, but in no case less than 2'-0" from each side. Signs shall be located in the designated areas according to building elevations. In the case of canopies and awnings, the centerline of the sign shall correspond to the centerline of the canopy of which the sign is located.

GENERAL: While it is the intent of these criteria to establish controlling requirements for tenant signage, it is in no way intended to relieve the tenant from conforming with any and all additional applicable requirements of the sign ordinance of the Village of Mt. Prospect, Illinois.

1. The spa will comply with all health, safety, and building codes. Staff will be certified, operations will be ethical, and the environment will be quiet, professional, and inclusive. It promotes wellness and poses no risk to public health, safety, morals, comfort, or welfare.
2. The spa is a quiet, wellness-focused business that won't disrupt nearby properties. It meets zoning standards, enhances neighborhood aesthetics, supports local commerce, and poses no threat to property values.
3. The spa is a quiet, low-impact business that aligns with permitted uses. It enhances neighborhood appeal, supports local commerce, and does not obstruct development or infrastructure. It complements, not impedes, orderly growth.
4. Spa is fully connected to city water, sewer, and power. Roads and parking meet access. Drainage complies with Mt Prospect regulations. Facilities include restrooms, fire safety, and emergency exits per code.
5. Ingress and egress are designed to avoid bottlenecks, with clear signage and safe turning. Parking is on-site. Traffic flow is low-impact and staggered to avoid rush hour. No street congestion expected.

6. The proposed spa aligns with the village's comprehensive plan by promoting health, wellness, and community vitality. As a low-impact, service-oriented business, the spa supports mixed-use development goals, enhances local economic diversity, and contributes to a walkable, accessible neighborhood environment. Its presence encourages responsible land use and complements surrounding residential and commercial uses—consistent with the plan's vision for sustainable growth and quality of life.

7. The proposed spa will fully conform to all applicable regulations of the zoning district in which it is located, including requirements related to land use, building codes, signage, parking, and hours of operation. Any exceptions or modifications to these regulations will be pursued only through formal recommendations by the Planning and Zoning Commission, in accordance with established procedures. The spa is committed to maintaining compliance and transparency throughout the approval process, ensuring that its presence enhances the district while respecting its regulatory framework.

ALTA ACSM LAND TITLE SURVEY

BY
DUDA SURVEYING
FRANK J. DUDA, JR.
PROFESSIONAL ILLINOIS LAND SURVEYOR
327 VILLAGE DRIVE
CARL STREAM, ILLINOIS 60189-1929
(630) 665-0001 FAX (630) 665-1135
OF

ORDERED BY: HARVEY X. KOLOME, ATTORNEY AT LAW
ORDER NO. 18956

LOT 1 IN BRENTWOOD SQUARE CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1 AND 2 IN BRENTWOOD SQUARE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CONSOLIDATION RECORDED APRIL 16, 2001 AS DOCUMENT NUMBER 01005149, IN COOK COUNTY, ILLINOIS.

- NOTES:
1. THE FOLLOWING TITLE COMMITMENTS, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, WERE USED IN THE PREPARATION OF THIS PLAT: NO. 1409 00795442, EFFECTIVE DATE: OCTOBER 19, 2001 AND NO. 1409 007549173, EFFECTIVE DATE: APRIL 18, 1995.
 2. ACCORDING TO A FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 170129 0010 B, EFFECTIVE DATE: AUGUST 2, 1992 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NO PART OF THE HEREIN DESCRIBED PROPERTY LIES WITHIN A FLOOD PLAIN OR SPECIAL FLOOD HAZARD AREA.
 3. THERE ARE 214 MARKED PARKING SPACES, WHICH INCLUDES 7 MARKED FOR HANDICAPPED PARKING ONLY, ON SAID LOT 1.
 4. THE 6 FOOT HIGH WOOD FENCE ALONG THE NORTH AND EAST LINES OF LOT 1 IS ENTIRELY ON THE SUBDIVIDED, SINGLE FAMILY LOTS TO THE NORTH AND EAST, RESPECTIVELY.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

TO: E N K STRATHMORE, L.L.C.; E N K BRENTWOOD, L.L.C.; AND CHICAGO TITLE INSURANCE COMPANY;
AND NORTH SIDE COMMUNITY BANK;

I, FRANK J. DUDA, JR., A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 4, 7A, 8, 9, 10, AND 11A OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSTANDING FURTHER CERTIFIED THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OBTAINABLE IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

DATED DECEMBER 14, 2001.

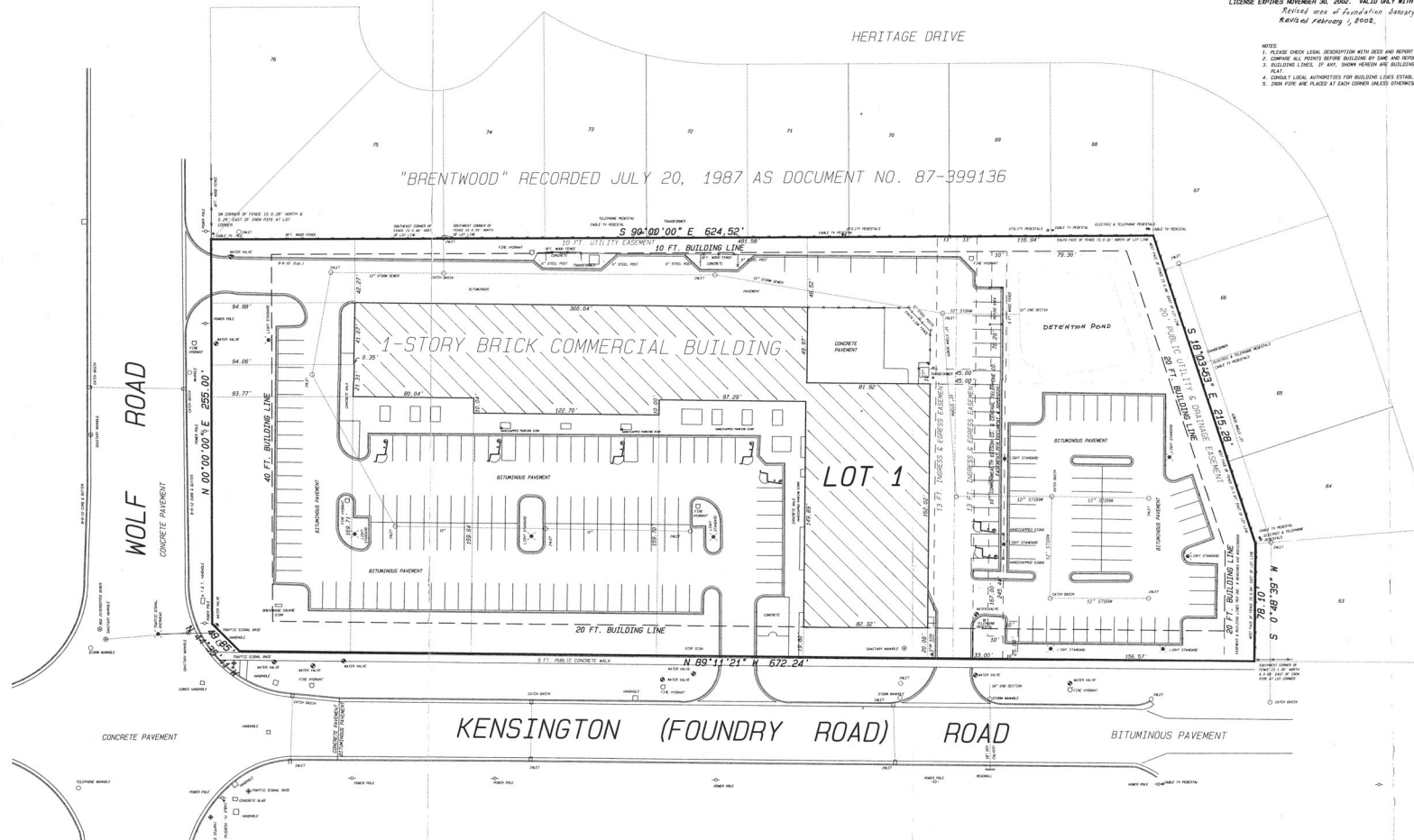
Frank J. Duda, Jr.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2124
LICENSE EXPIRES NOVEMBER 30, 2005. VALUED ONLY WITH EXEMPTED SEAL.
Revised area of Foundation January 9, 2002.
Revised February 1, 2002.

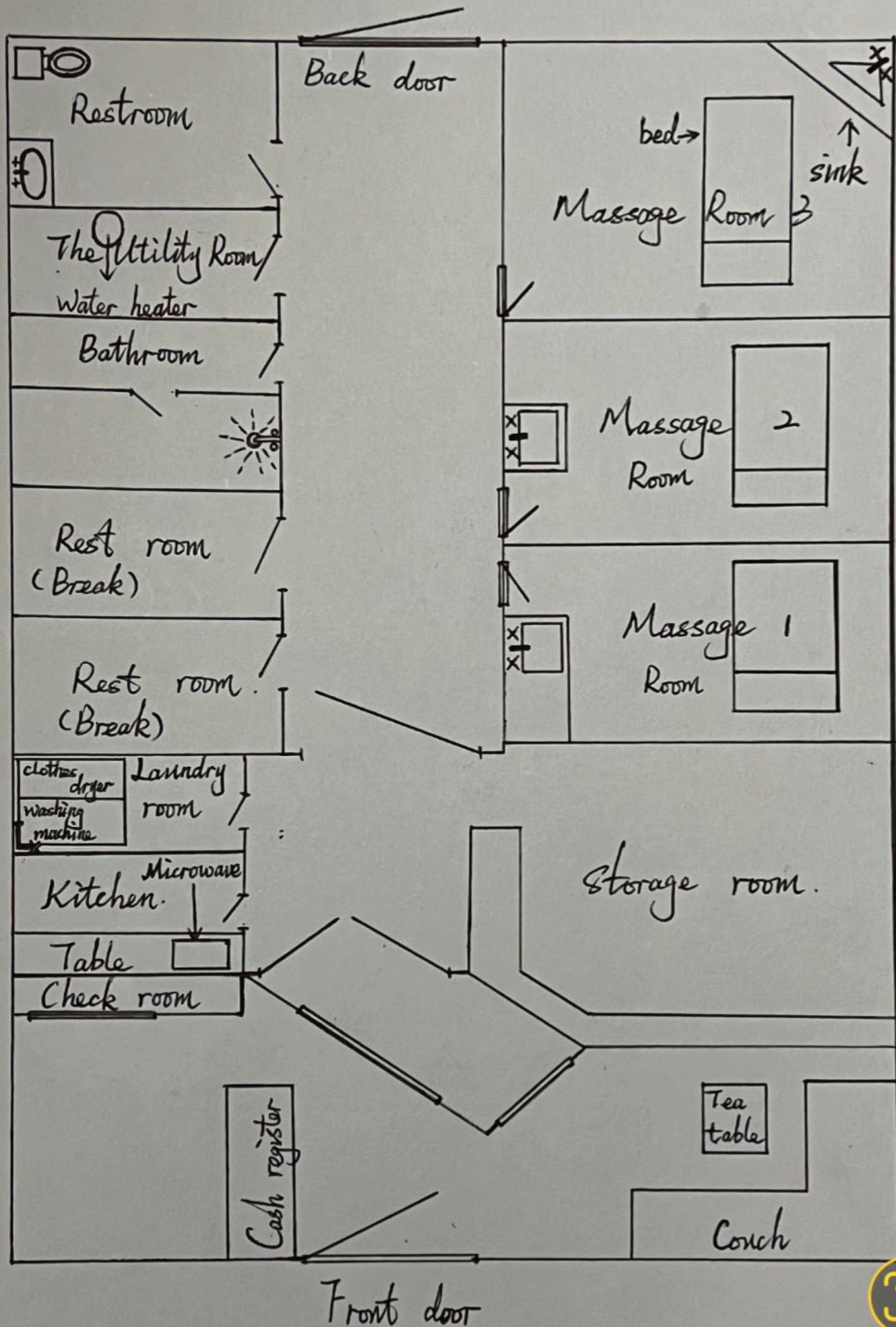


- NOTES:
1. PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
 2. CORRECT ALL ERRORS BEFORE BEGINNING OF SALE AND REPORT ANY DISCREPANCY AT ONCE.
 3. BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT.
 4. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.
 5. SHOW LINES AND PLACES AT EACH CORNER WHERE SHOWN ON PLAT.

AREA SUMMARY
TOTAL AREA LOT 1 = 136,034 SQUARE FEET = 3.1229 ACRES
TOTAL AREA COVERED BY FOUNDATION OF BUILDING = 33,293 SQUARE FEET

"BRENTWOOD" RECORDED JULY 20, 1987 AS DOCUMENT NO. 87-399136





There is no signage affixed to the exterior wall of the business, making it easy to overlook at first glance. However, the name of the establishment along with its operating hours are clearly displayed on the front door. This information is printed in a visible format, allowing customers to identify the business and know when it's open, even in the absence of a traditional wall-mounted sign.

8d

Building Owner



Brentwood Square

Business	Number	Direction	Street Name	Suffix	SF
Annie's Pancake House	1706	E	Kensington	Rd	4000
Alien Smoke & Vape	1712	E	Kensington	Rd	1240
Vacant	1714	E	Kensington	Rd	1500
Chit Chaat Cafe	1716	E	Kensington	Rd	5000
Image Cleaners	1720	E	Kensington	Rd	1500
Vacant	1722	E	Kensington	Rd	1500
Subway	1724	E	Kensington	Rd	1500
Vacant	1726	E	Kensington	Rd	1240
Thx spa	1728	E	Kensington	Rd	1240
Any Nails Salon	1730	E	Kensington	Rd	1240
Vacuum Experts	1732	E	Kensington	Rd	1240
Jordan Barajas Insurance and Financial Services	1734	E	Kensington	Rd	1240
LadyBug & Friends - Mount Prospect	1738	E	Kensington	Rd	11400
Mi Restaurante	1742	E	Kensington	Rd	1000

Thanks Spa Business Plan

1. Executive Summary

Thanks Spa

Mt. Prospect, IL

Mission: To provide high-quality, therapeutic massage services that promote relaxation, healing, and overall well-being.

Vision: To become the go-to destination for stress relief and holistic wellness in the Chicago area.

Services: Swedish massage, deep tissue, hot stone therapy, aromatherapy, reflexology, couples massage

Target Market: Busy professionals, athletes, seniors, and individuals seeking stress relief

2. Operations Plan

Staffing

- One licensed massage therapist (owner/operator)

3. Daily Workflow

- 7 appointments/day, each 60–90 minutes
- 15–30 minutes between sessions for prep and sanitation

From: [miguel hernandez](#)
To: [Lalagos, Antonia](#)
Cc: [REDACTED]
Subject: RE 1728 E Kensington Rd / Conditional Use for Massage Therapy
Date: Friday, October 17, 2025 12:37:41 PM
Attachments: [Mt. Prospect letter.pdf](#)
[IMG_0232.heic](#)
[IMG_0232.heic](#)
[IMG_0232.heic](#)

Hello Ms. Lalagos,

This is Miguel Hernandez and I'm responding on behalf of Terry Hilton LLC and Mu Chun Li regarding your letter dated October 9, 2025, for the 1728 E. Kensington Rd / Conditional Use for Massage Therapy / Review #1.

Planning & Zoning:

1. Please see attached floor plan picture for your review. There is a restroom with a toilet and sink and a separate shower room (Bathroom in the picture). Each of the massage rooms have a little sink. The utility room has the water heater.
2. There is a reception area with a front desk and a couch and I have attached a picture of the front window/entrance.
3. Currently, only one employee employed. If business pick up in the future, then we will hire more employees as needed, but no more than three (3), but at the moment there is no intention to hire more employees.
4. Please see picture attached with dates and times of service.
5. Right now services are either walk-ins or by appointments. Appointments are preferred for time management, but walk-ins are welcome too.

Building Division:

6. The site is in good working condition and doesn't require any repairs or attention. This is an existing building and no repairs and modifications were done at time of rental. All fixtures and condition is as is from existing building. Please see picture of floor plan attached.

Fire Department:

7. NA (No Comments)

Public Works Department:

8. No site improvements are indicated, because nothing has been modified or built.

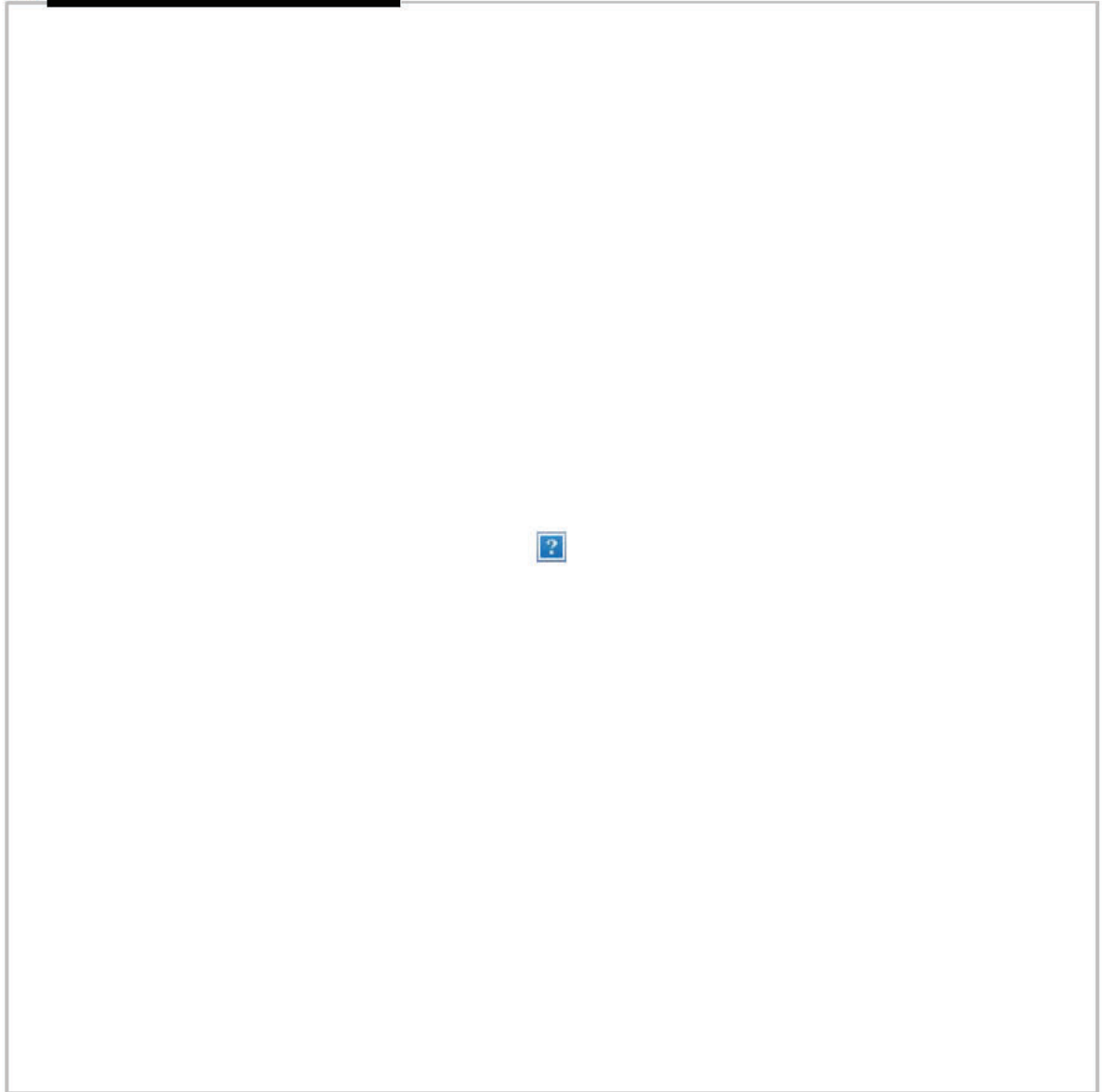
Please advise if any questions or concerns regarding the information provided above and the pictures attached. Please feel free to reply via email or mail to the address in file.

Sincerely,

Miguel A. Hernandez
On behalf of Terry Hilton LLC

cc:

[REDACTED]





come in we're
OPEN

BUSINESS HOURS

	A.M.	P.M.
MONDAY	10:00	— 10:00
TUESDAY	10:00	— 10:00
WEDNESDAY	10:00	— 10:00
THURSDAY	10:00	— 10:00
FRIDAY	10:00	— 10:00
SATURDAY	10:00	— 10:00
SUNDAY	10:00	— 10:00