

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
NOVEMBER 18, 2014 AGENDA**

| <b>SUBJECT:</b>   | <b>TYPE:</b>   | <b>SUBMITTED BY:</b>                          |
|---|--|---|
| Planned Development Amendment, at Butterfield Square, 1021 Butterfield Road and a First Amendment to the Economic Incentive Agreement Between the Village of Downers Grove and Art Van Furniture-Midwest, LLC | Resolution<br>✓ Ordinance<br>Motion<br>Discussion Only | Stanley J. Popovich, AICP<br>Planning Manager |

**SYNOPSIS**

An ordinance has been prepared 1) to amend Planned Development #44 to permit 990 square feet of signage at 1021 Butterfield Road, Butterfield Square; and 2) approving a First Amendment to an Economic Incentive Agreement between the Village of Downers Grove and Art Van Furniture-Midwest, LLC

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Strong and Diverse Local Economy*.

**FISCAL IMPACT**

N/A

**UPDATE & RECOMMENDATION**  
 This item was discussed at the November 11, 2014 Village Council meeting. Staff recommends approval on the November 18, 2014 Active Agenda.

**BACKGROUND**

The petitioner is requesting approval of an amendment to Planned Development #44 to permit 990 square feet of signage for a proposed furniture store (Art Van Furniture) at 1021 Butterfield Road. The petitioner is proposing an expansion of the retail floor area within the existing building footprint, an extensive interior renovation, a reconfiguration of the parking lot, major façade improvements and a sign package that includes 990 square feet of signage. The renovation and site improvements will be administratively approved with the building permit. The purpose of the Planned Development Amendment is limited to the request to permit a 990 square foot sign package.

The proposed sign package includes the removal of the existing non-conforming monument sign along Butterfield Road and installation of 990 square feet of wall signs. The requested deviations from the sign regulations are as follows:

1. Increase the maximum total sign area from 300 square feet to 990 square feet;
2. Permit a sign on the east façade without frontage where no sign is allowed; and
3. Allow two signs on the north, south and west facades where only one is permitted.

The property is located on the south side of Butterfield Road, where the only access is via Frontage Road at Downers Drive, approximately 1,500 feet west of the site, or Highland Avenue, approximately 650 feet east of the site. The 5.16 acre property, which is zoned B-3, General Services and Highway Business, is Lot 1 of the Butterfield Square Planned Development (#44).

The Village entered into an Economic Incentive Agreement with Art Van Furniture in November 2013, which included the interior and exterior remodel of the building and acknowledged the need to evaluate signage. As recognized in the Comprehensive Plan and the Economic Incentive Agreement, this property has unique access challenges. Additional signage has been determined to be necessary for the property to sustain a retail use.

#### Compliance with the Zoning Ordinance

The proposed expansion of the retail space within the existing building footprint, reconfiguration of the parking lot, interior remodel and façade improvements are allowed by-right and comply with the requirements in the Zoning Ordinance. The proposed sign package includes the removal of the existing non-conforming monument sign along Butterfield Road and installation of 990 square feet of wall signs.

As the petitioner is removing the non-compliant monument sign and will not be installing a new Butterfield Road or tollway monument signs, the petitioner is essentially requesting to swap the allowance for a tollway monument sign (225 square feet) for wall signage. The tollway monument sign square footage does not count toward the maximum total sign area. Therefore, the petitioner is only requesting an additional 465 square feet of signage in order to overcome site accessibility challenges.

Given the complexities of the adjacent roadways and in order to adequately identify the proposed furniture store, the petitioner has proposed wall signage on all four facades. As a flagship location, two secondary businesses will be co-located within the proposed furniture store and require adequate identification. As such, the petitioner has proposed two wall signs on the north, south and west facades where one sign will identify the proposed furniture store and the other sign will identify one of the two secondary businesses.

#### Compliance with the Comprehensive Plan

The property is designated as Regional Commercial in the Comprehensive Plan, which includes a blend of corporate offices, large shopping centers, hotels and big box development. The Plan calls for reinvestment of the regional commercial areas, specifically within the Butterfield Road corridor, to retain current businesses and attract new retailers and restaurants. The proposed furniture store is a new business to the area and the petitioner will be modernizing the existing building that has been vacant for the past several years. Reinvestment of this scale is anticipated to spur further reinvestment and modernization of the properties along Butterfield Road and enhance the corridor. Specifically, the Plan identifies the need to maximize visibility, which the petitioner will achieve with the proposed exterior remodeling and sign package. The proposed use, improvements and sign package are consistent with the Comprehensive Plan.

#### Public Comment

No public comments were received.

#### First Amendment to Economic Incentive Agreement

On November 12, 2013, the Village Council approved an economic incentive agreement with Art Van. The incentive agreement provided that the Village would consider the creation of a business district as part of the incentive package. Art Van is no longer requesting that that the Village consider the creation of the

business district, therefore, the agreement is being amended to reflect that change. The agreement has also been amended to reflect a new project completion date of December 31, 2015.

**ATTACHMENTS**

Ordinance

Aerial Map

Planned Development Map

Staff Report with attachments dated October 6, 2014

Draft Minutes of the Plan Commission Hearing dated October 6, 2014

Ordinance

First Amendment to Economic Incentive Agreement

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Applicant **DATE:** November 18, 2014  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** PC-26-14  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to adopt "AN ORDINANCE APPROVING A PLANNED DEVELOPMENT AMENDMENT TO PLANNED DEVELOPMENT #44, BUTTERFIELD SQUARE SHOPPING CENTER, TO PERMIT A 990 SQUARE FOOT SIGN PACKAGE AT 1021 BUTTERFIELD ROAD", as presented.



**SUMMARY OF ITEM:**

Adoption of this ordinance shall approve an amendment to Planned Development #44 to permit a 990 square foot sign package at 1021 Butterfield Road.

**RECORD OF ACTION TAKEN:**

---

---

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A PLANNED  
DEVELOPMENT AMENDMENT TO PLANNED DEVELOPMENT #44,  
BUTTERFIELD SQUARE SHOPPING CENTER, TO PERMIT  
A 990 SQUARE FOOT SIGN PACKAGE  
AT 1021 BUTTERFIELD ROAD**

WHEREAS, the Village Council has previously adopted Ordinance No. 4886 on July 3, 2007, designating the property described therein as Planned Development #44; and,

WHEREAS, the Owners have filed a written petition with the Village conforming to the requirements of the Comprehensive Zoning Ordinance and requesting an amendment to Planned Development #44 to permit a 990 square foot sign package for the Art Van Furniture store located at 1021 Butterfield Road; and,

WHEREAS, such request was referred to the Plan Commission of the Village of Downers Grove, and the Plan Commission has given the required public notice, conducted a public hearing for the petition on October 6, 2014, and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Plan Commission has recommended approval of the requested petition, subject to certain conditions; and,

WHEREAS, the Village Council has considered the record before the Plan Commission, as well as the recommendations of Plan Commission.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the provisions of the preamble are incorporated into and made a part of this ordinance as if fully set forth herein.

SECTION 2. That a Planned Development Amendment is hereby authorized to permit a 990 square foot sign package at 1021 Butterfield Road.

SECTION 3. That approval set forth in Section 2 of this ordinance is subject to the findings and recommendations of the Downers Grove Plan Commission regarding File PC-26-14 as set forth in the minutes of their October 6, 2014 meeting.

SECTION 4. The approval set forth in Section 2 of this ordinance is subject to the following conditions:

1. The proposed Planned Development Amendment shall conform to the sign drawings prepared by Art Van dated August 8, 2014; and
2. No additional wall or monument signs shall be permitted for this site that would result in an increase in overall sign area.

SECTION 5. That the 990 square foot sign package is consistent with and complimentary to the overall planned development site plan and with the requirements of the “*B-3, General Services and Highway Business*” zoning district.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. That this ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

---

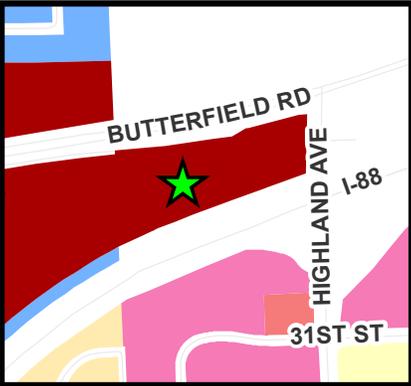
Mayor

Passed:

Published:

Attest: \_\_\_\_\_

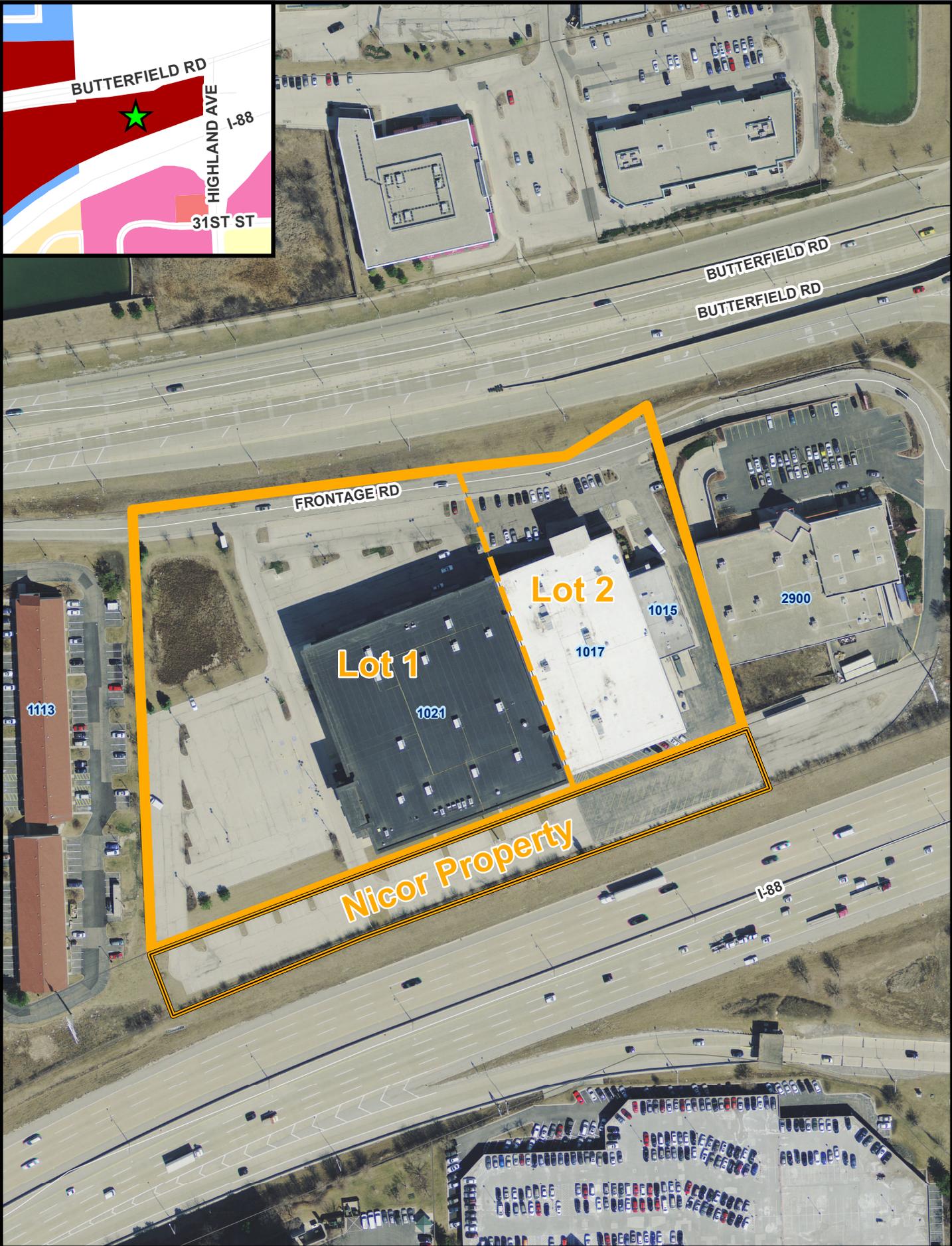
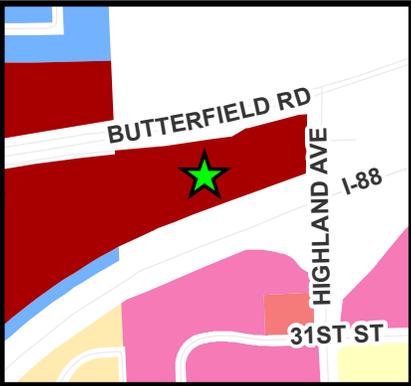
Village Clerk



0 50 100 200  
Feet

# 1021 Butterfield Road - Location Map





0 50 100 200 300 Feet

# Butterfield Square, PD #44





**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE PLAN COMMISSION  
OCTOBER 6, 2014 AGENDA**

| <b>SUBJECT:</b>  | <b>TYPE:</b>                  | <b>SUBMITTED BY:</b>      |
|--|-------------------------------|---------------------------|
| PC-26-14<br>1021 Butterfield Road,<br>Butterfield Square | Planned Development Amendment | Kelley Chrisse<br>Planner |

**REQUEST**

The petitioner is requesting approval of an amendment to Planned Development #44 to permit a sign package at 1021 Butterfield Road, Butterfield Square.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

---

**OWNER:** Archie A. Van Elslander Trust  
6500 E 14 Mile Road  
Warren, MI 48092

**APPLICANT:** Art Van Furniture  
6500 E 14 Mile Road  
Warren, MI 48092

**PROPERTY INFORMATION**

---

**EXISTING ZONING:** B-3, General Services and Highway Business  
**EXISTING LAND USE:** Commercial  
**PROPERTY SIZE:** 224,635 square feet (5.16 acres)  
**PINS:** 06-29-302-008

**SURROUNDING ZONING AND LAND USES**

|               | <b>ZONING</b>                              | <b>FUTURE LAND USE</b>  |
|---------------|--|-------------------------|
| <b>NORTH:</b> | B-3, Community Shopping (Lombard)          | n/a                     |
| <b>SOUTH:</b> | M-2, Restricted Manufacturing              | Utilities               |
| <b>EAST:</b>  | B-3, General Services and Highway Business | Office/Corporate Campus |
| <b>WEST:</b>  | B-3, General Services and Highway Business | Office/Corporate Campus |

**ANALYSIS**

---

**SUBMITTALS**

This report is based on the following documents, which are on file with the Department of Community Development:

1. Application/Petition for Public Hearing
2. Proposal Narrative
3. Plat of Survey
4. Proposed Site Plan
5. Architectural Elevations

### PROJECT DESCRIPTION

The petitioner is requesting a Planned Development Amendment to approve a 990 square foot sign package for a proposed furniture store located on the south side of Butterfield Road, approximately 650 feet west of Highland Avenue, commonly known as 1021 Butterfield Road. The 5.16 acre property, which is zoned B-3, General Services and Highway Business, fronts both Butterfield and Frontage Roads and backs up to Interstate Route 88 (I-88). The only access to the subject property is via Frontage Road either at Downers Drive, approximately 1,500 feet west of the site, or Highland Avenue, approximately 650 feet east of the site. The property is at a complex navigational point on Butterfield Road where motorists are merging from or exiting to Highland Avenue.

The subject property is part of Butterfield Square, Planned Development #44, which includes two lots. The subject property is Lot 1 of the planned development, where Lot 2 is located immediately east. Lot 1 is improved with an attached, two-story retail building that is sited at the back of the lot with the building setback along Butterfield Road ranging from 140 feet to 200 feet. With the establishment of the planned development in 2007, the Village approved a variation from the off-street parking requirements of the Zoning Ordinance to allow an unrestricted access shared parking agreement. This shared parking agreement includes both the shared parking agreement between the owners of Lots 1 and 2 and the use of the leased Northern Illinois Gas Company (NICOR) property immediately south of the two lots for parking.

Last year, the Village entered into an Economic Incentive Agreement with the petitioner that included the interior and exterior remodel of the building as one of the terms of the agreement. As such, the petitioner is proposing an interior renovation and expansion of the existing floor area from 97,209 square feet to 116,153 square feet of floor area. The addition of approximately 19,000 square feet of first floor retail space does not extend beyond the original building footprint, but will result in a reduction in the number of covered parking spaces and reconfiguration of the surface parking lot. In total, there is a proposed reduction of 60 parking spaces for the planned development. The number of parking spaces remains compliant with the current shared parking agreement. In addition, major façade improvements are being proposed that will locate the main entrance to the retail store on the north façade with a secondary entrance, primarily for a second business, on the west façade. All the aforementioned improvements will be administratively approved at building permit issuance, as none of the proposed changes require an amendment to the planned development.

With the proposed addition, renovation and modernization of the retail space, the petitioner will be removing the existing non-compliant monument sign along Butterfield Road and is requesting a planned development amendment specifically to approve a sign package, as identified in the Economic Incentive Agreement. The signs proposed are as follows:

| Sign                      | Type      | Location     | Size (square feet) |
|---------------------------|-----------|--------------|--------------------|
| Art Van Logo              | Wall Sign | North Façade | 270                |
| PureSleep Mattress Store  | Wall Sign | North Façade | 80                 |
| Art Van Furniture         | Wall Sign | West Façade  | 120                |
| Scott Shuptrine Interiors | Wall Sign | West Façade  | 50                 |
| Art Van Logo              | Wall Sign | South Façade | 270                |
| PureSleep Mattress Store  | Wall Sign | South Façade | 80                 |
| Art Van Furniture         | Wall Sign | East Façade  | 120                |
| Total Signage             |           |              | 990                |

**COMPLIANCE WITH THE COMPREHENSIVE PLAN**

The property is designated as Regional Commercial in the Comprehensive Plan. Regional Commercial uses include a blend of corporate office, large shopping centers, hotels and big box development. To stay competitive, the Plan calls for reinvestment of the regional commercial areas, specifically within the Butterfield Road corridor, to retain current businesses and attract new retailers and restaurants. The proposed furniture store is a new business to the area and the petitioner will be modernizing the existing building that has been vacant for the past several years. The improvements include the addition of first floor retail space, an interior remodel, reconfiguration of the parking lot, façade improvements and new signage. According to the Comprehensive Plan, this type of reinvestment could spur further reinvestment and modernization of the properties along Butterfield Road and enhance the corridor. Specifically, the Plan identifies the need to maximize visibility, which the petitioner is proposing to do with the proposed exterior remodeling and sign package. The proposed use and proposed improvements are consistent with the Comprehensive Plan.

**COMPLIANCE WITH THE ZONING ORDINANCE**

The property is in a planned development and zoned B-3, General Services and Highway Business. The proposed furniture store is listed as a permitted use in the B-3 zoning district. The planned development allows certain zoning regulations to be calculated for the overall development, such as open space and FAR.

In 2012, the renovation of the building on Lot 2 of the planned development for a golf shop was administratively approved with the removal of the second floor. The building footprint for the proposed furniture store is not changing and currently meets the setback and height regulations. Previous changes to the building on Lot 2 to accommodate the golf shop in 2012 and the proposed improvements for the furniture store that affect the overall planned development are summarized below:

| <b>Butterfield Square Planned Development</b> | <b>Lot 1</b>    | <b>Lot 2</b>   |
|---|-----------------|----------------|
| Lot Size                                      | 224,635 sq. ft. | 92,504 sq. ft. |
| Building Gross Floor Area                     | 116,153 sq. ft. | 49,339 sq. ft. |

| <b>Butterfield Square Planned Development</b>     | <b>Regulation</b>          | <b>Proposed</b>       |
|---|----------------------------|-----------------------|
| FAR   | .75 max. (237,838 sq. ft.) | .52 (165,492 sq. ft.) |
| Parking Spaces (with shared parking agreement)    | 364 required               | 392                   |
| Accessible Spaces (with shared parking agreement) | 8 required                 | 11                    |

Although the interior remodel and site improvements for the proposed furniture store slightly modify the development envelope, the addition of first floor retail space and parking lot reconfiguration will be administratively approved as the proposed improvements comply with codes. The request for the planned development amendment is specific to a sign package that requires deviations from the Zoning Ordinance. Based on the proposed signage, the requested deviations from the sign regulations are as follows:

1. Increase the maximum total sign area from 300 square feet to 990 square feet;
2. Permit a sign on the east façade without frontage where no sign is allowed; and
3. Allow two signs on the north, south and west facades where only one is permitted.

The petitioner is removing the non-compliant monument sign and will not be installing a new monument or tollway monument sign. Essentially, the petitioner is requesting to swap the allowance for the tollway monument sign (225 square feet) for wall signage. As the tollway monument sign square footage does not count toward the maximum total sign area, the petitioner is only requesting an additional 465 square feet of signage in order to overcome site accessibility challenges.

Given the complexities of the adjacent roadways and in order to adequately identify the proposed furniture store, the petitioner has proposed wall signage on all four facades. As a flagship location, two secondary businesses will be co-located within the proposed furniture store and require adequate identification. As such, the petitioner has proposed two wall signs on the north, south and west facades where one sign will identify the proposed furniture store and the other sign will identify one of the two secondary businesses.

#### **NEIGHBORHOOD COMMENT**

Notice was provided to all adjacent property owners in addition to posting the public hearing notice sign and publishing the legal notice in *Downers Grove Suburban Life*. No inquiries have been received to date.

#### **FINDINGS OF FACT**

##### ***Section 12.040.C.6 Review and Approval Criteria of Planned Unit Developments***

*The decision to amend the zoning map to approve a PUD development plan and to establish a PUD overlay district are matters of legislative discretion that are not controlled by any single standard. In making recommendations and decisions regarding approval of planned unit developments, review and decision-making bodies must consider at least the following factors:*

***a. The zoning map amendment review and approval criteria of Sec. 12.030.I.***

Staff has determined that amendments of a limited scope for existing planned developments where there are no changes to the building footprints or site do not require a rezoning, as the changes proposed are minimal. Thus, this criterion does not apply.

***b. Whether the proposed PUD development plan and map amendment would be consistent with the comprehensive plan and any other adopted plans for the subject area.***

The proposed amendment to planned development #44 is consistent with the Comprehensive Plan. The Plan encourages the reinvestment of commercial properties within the Butterfield Road corridor. The subject property has been vacant for a number of years and the proposed improvements are anticipated to spur further redevelopment of commercial areas in this corridor. Additionally, the proposed increase in signage would maximize visibility in an area with a challenging roadway configuration without adding additional structures of a monument and tollway monument sign. This criterion is met.

***c. Whether PUD development plan complies with the PUD overlay district provisions of Sec. 4.030.***

One of the objectives of a PUD is to incorporate attractive, high-quality lighting, architecture and signage, which is what the petitioner has proposed. The petitioner has indicated that this store will be a flagship store and, as such, a significant investment will be made to the property as demonstrated in the attached drawings. The proposed signage is strategically incorporated into the architectural design of the building and is necessary as part of a flagship store. Additionally, the improvements that are proposed will advance the goals in the Comprehensive Plan specific to the Butterfield Road corridor. This criterion is met.

***d. Whether the proposed development will result in public benefits that are greater than or at least equal to those that would have resulted from development under conventional zoning regulations.***

The subject site is not a prime retail location given the complexities in the roadway configuration that makes the site difficult to access. As such, this property is designated for Office/Corporate Campus in the Future Land Use Map. Specifically, the configuration of the roadway restricts access to the site from Frontage Road, is separated from Butterfield Road by Frontage Road and is at a key decision point on Butterfield Road that reduces visibility from the roadway. The Village acknowledges the challenges of using this site for retail and has accepted the need to amend the planned development, via the Economic Incentive Agreement, to provide adequate signage in order for this location to be

used as retail. The petitioner has identified that the proposed use would not be viable without the proposed signage. This criterion is met.

- e. Whether appropriate terms and conditions have been imposed on the approval to protect the interests of surrounding property owners and residents, existing and future residents of the PUD and the general public.*

The amendment to the planned development is limited to a sign package that has been determined by the Village as being necessary to the viability of this site as a retail location. All other changes that have previously occurred in 2012 for the golf shop and the proposed improvements for the proposed furniture store meet code requirements and can be administratively approved. The anticipated impact of the proposal on the surrounding property owners and residents, existing and future residents of the PD and the general public is a revived commercial property that can spur redevelopment of the Butterfield Road corridor. The surrounding property owners will be protected from additional signage with the condition that no additional signage will be placed on this site. This criterion is met.

## **RECOMMENDATION**

---

The proposed Planned Development Amendment is compatible with the Comprehensive Plan and surrounding zoning and land use classifications. Based on the findings listed above, staff recommends the Plan Commission make a positive recommendation to the Village Council regarding this petition subject to the following conditions:

1. The proposed Planned Development Amendment shall conform to the sign drawings prepared by Art Van dated August 8, 2014; and
2. No additional wall or monument signs shall be permitted for this site that would result in an increase in overall sign area.

Staff Report Approved By:

---

Stanley J. Popovich, AICP  
Planning Manager

SP:kc  
-att

P:\P&CD\PROJECTS\PLAN COMMISSION\2014 PC Petition Files\PC-26-14 - 1021 Butterfield Rd\_Art Van - PD Amendment-Signs\Staff Report PC-26-14.docx

# Art Van Furniture Flagship at Downers Grove

Planned Development Amendment

September 15, 2014

We are requesting approval to increase our exterior building signage to total 990 SF. As you know, this property has been vacant for many years and has had a significant negative impact on the surrounding area. When we first purchased this property and worked out an agreement with the Village, we were planning on developing this building similar to our existing stores in Chicagoland. Once we started our design process, we realized that this property along with its challenges also has great potential. We started an internal evaluation to determine if the site would qualify as a flagship location. In order to qualify as a flagship location the site must meet or exceed the following requirements:

1. Great visibility
2. Great access
3. Great signage
4. Greater than 100,000 SF building
5. Must be or have the potential to be a great retail area



Developing this site with a flagship store has the potential to be the change agent for the entire area. It will require working closely with the Village so that items 2, 3, and 5 come to fruition as quickly as possible. As you can see from our proposed elevations, we have completely changed the exterior of the existing building. In addition, there are three separate businesses housed in this building that require signage:

1. Art Van Furniture
2. PureSleep Mattress Store
3. Scott Schuptrine Interiors

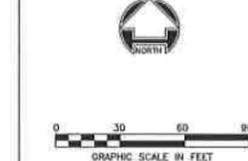
The increase in signage is due to the three unique characteristics of this property:

1. **ACCESSIBILITY:** Even though the building has great visibility from I-88 and Butterfield Road, accessibility to the Butterfield service drive is challenged and unidentifiable.
  - A. Currently our building and signage are not visible when you turn onto the service drive. We believe the size of the signage is critical in helping our customers easily find our store.
  - B. The access onto the Butterfield service drive looks more like you are pulling into the existing Savers parking lot than a road.

- C. We would recommend that the Village allow us to increase our signage to 990 SF in order provide our customers the best opportunity to find our store. In addition, we also recommend that the Village allow a small road sign at the entrances to the Butterfield Service drive to identify the current and future retailers along the service drive.
- 2. SIGNAGE PROPORTION:** Based on the current PUD, we are allowed only 300 SF of signage. The standard in most communities especially for large box stores is based on frontage, building setback, percentage of wall area, or internal approval with the planning department. The existing signage allowed is equal to 0.6% of total wall area. Our proposed signage is only 2.0% of the total wall area. Both of these percentages are very small as compared many communities we currently reside.
- 3. EXISTING ENVIROMENT:** As you know, the existing area is not a great retail environment. In fact it is marginal at best, however there is potential for it to be great. We have recognized this fact and determined that making this our Chicagoland flagship store will give this area the spark it needs to help become a great retail environment. We alone cannot make this happen; we will need your support for our signage requests and hopefully for future projects in the immediate area. With our significant investment and partnership, we look forward working with the Village.

We are very interested in making a long term commitment, and we are asking for you to support our request and give us the tools we need in order to have successful business and change the future of retail in our area.

Please consider all the above factors along with what is best for the overall health of our community.



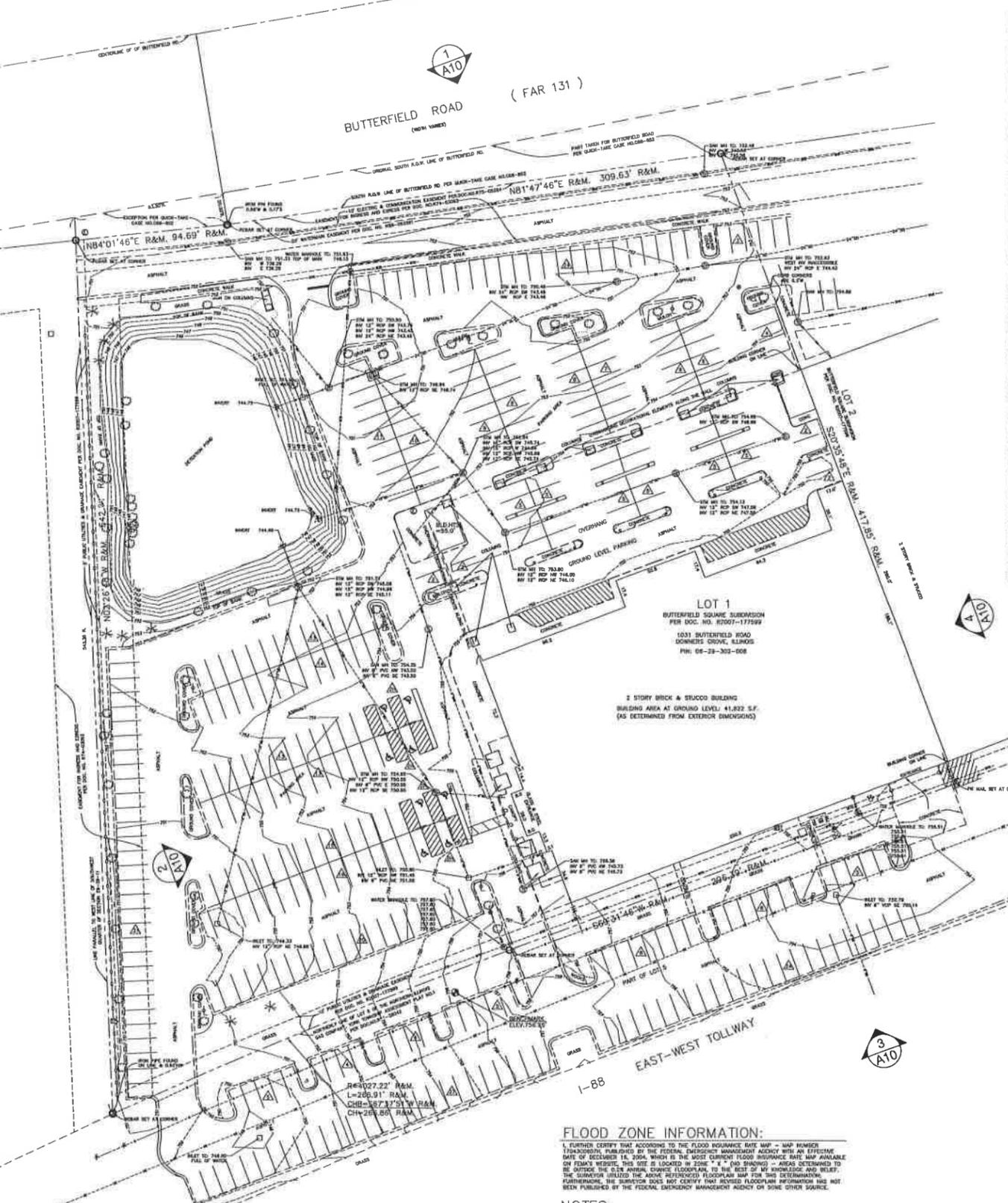
**LEGEND:**

- SURVEYED BOUNDARY
- LOT/PARCEL LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- EXISTING EASEMENT LINE
- SECTION LINES
- SET R.O. SPRINKLER IN ASPHALT OR IRON PIPE W/ CAP IN SOIL OR CUT CROSS IN CONCRETE
- SET CONCRETE MONUMENT
- IRON PIPE FOUND
- NAIL FOUND
- SPIKE FOUND
- CHEELED CROSS FOUND
- DRILL HOLE FOUND
- METAL CORNER FOUND
- SET MONUMENT FOUND
- STONE FOUND
- MONUMENT FOUND
- R/W MONUMENT FOUND
- NARROW TOWN FOUND
- CONCRETE MONUMENT FOUND
- BRASS PLUG FOUND
- BENCH MARK FOUND/SET
- POST
- FLAG POLE
- MAUIPOX
- PARKING METER
- SOL DORING
- MONITOR WELL
- TEXT PIT
- DOLLARD
- SATELLITE DISH
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB
- BURNING POST
- RR SIGNAL POLES
- RR CONTROL BOX
- SANITARY MANHOLE
- CLEANOUT
- LIFT STATION
- STORM MANHOLE
- INLET
- CURB INLET
- CATCH BASIN
- DOUBLE CURB INLET
- END SECTION
- GAS MANHOLE
- GAS VALVE
- GAS METER
- GAS LINE MARKER/PAIN/FLAG
- GAS REGULATOR
- ELECTRIC MANHOLE
- PULL BOX
- ELECTRIC LINE MARKER/PAIN/FLAG
- TRANSFORMER
- GROUND LIFT
- ELECTRIC METER
- ELECTRIC PEDESTAL
- HOOKHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- TELEPHONE LINE MARKER/PAIN/FLAG
- FIBER OPTIC LINE MARKER/PAIN/FLAG
- CABLE TV LINE MARKER/PAIN/FLAG
- FIRE HYDRANT
- WATER VALVE
- WATER SERVICE
- FV VALVE
- METER PIT
- WATER LINE MARKER/PAIN/FLAG
- SWAGES CONNECTION
- FINE SEWAGEMENT CONNECTION
- WATER SPOUT/HOSE BIBB
- WATER METER
- WATER MANHOLE
- WELL
- SPRINKLER HEAD
- SPRINKLER CONTROL VALVE
- WATER FOUNTAIN
- POWER POLE
- TELEPHONE POLE
- LIGHT POLE
- TRAFFIC SIGNAL POLE
- GROUND POST
- GUY POLE
- AIR CONDITIONING UNIT
- TRAFFIC CONTROL BOX
- TRAFFIC PULL BOX
- TRAFFIC MANHOLE
- PARKING COUNT
- QUARRON
- WOOD FENCE
- IRON FENCE
- CHAIN LINK FENCE
- STONE FENCE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- WATER LINE
- SANITARY LINE
- STORM LINE
- RIBBON
- TREE LINE
- EDGE OF POND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TC TOP OF CASTING
- RW INVERT
- RCP REINFORCED CONCRETE PIPE
- PVC PIPE
- CPP CORRUGATED PLASTIC PIPE
- VCP VITRIFIED CLAY PIPE
- IP IRON PIPE
- T/P TOP OF PIPE
- T/F TOP OF FOUNDATION
- F/F FINISHED FLOOR

**PROPERTY DESCRIPTION:**

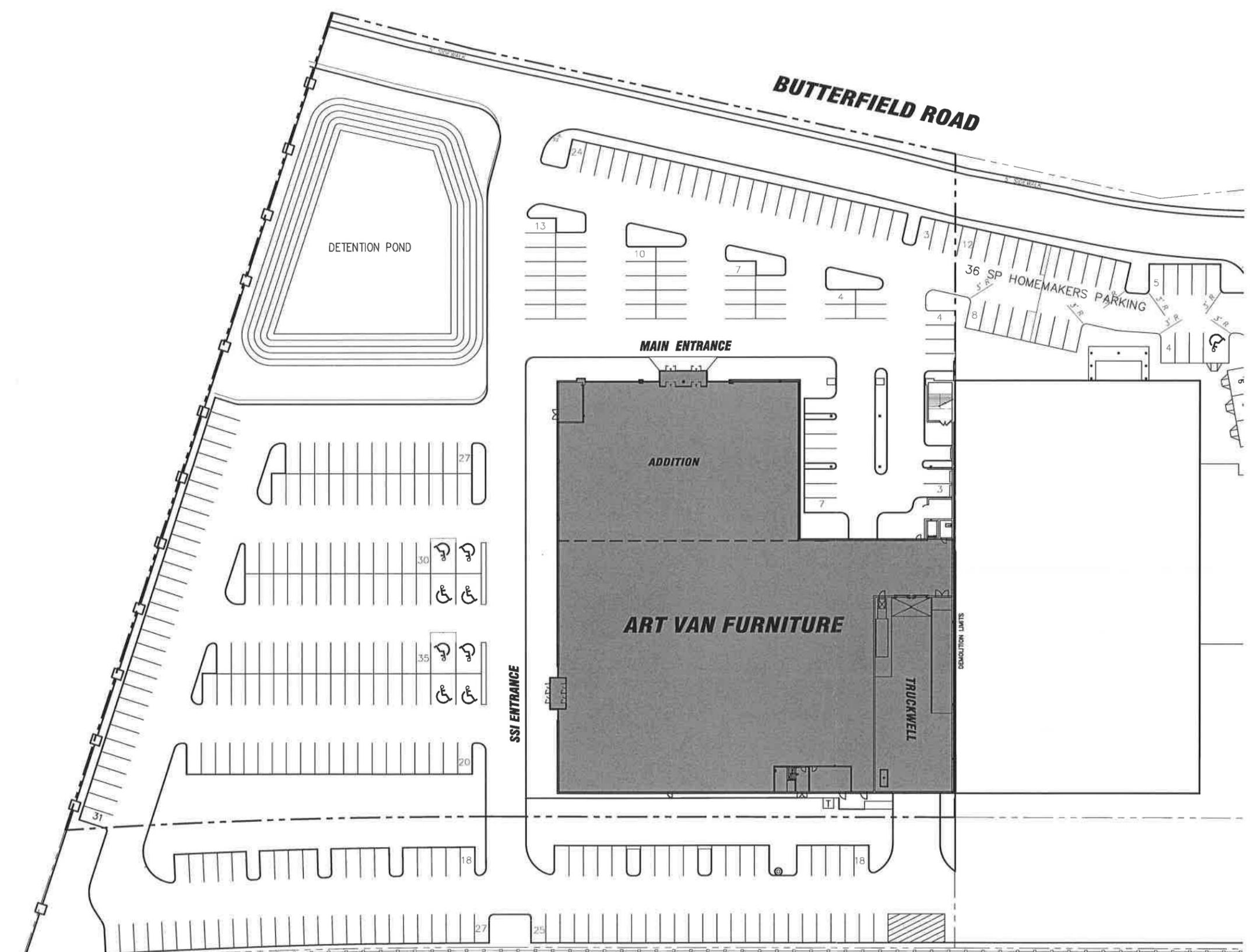
**PARCEL 1:** LOT 1 IN BUTTERFIELD SQUARE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, AS DOCUMENT 874-0302, DATED AND UPON THE FOLLOWING DESCRIBED LAND: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 104.24 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 108 DEGREES 09 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 104.24 FEET; THENCE NORTHERLY ALONG THE WESTERN LINE OF THE NORTHERN EIGHTY TOLL HIGHWAY PARCELS, 1-3-4-7-2 ACCORDING TO DOCUMENT NO. 85164, BEING 100.00 FEET WESTERLY FROM AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 164.52 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 14.42 FEET; THENCE NORTHEASTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2 AT AN ANGLE OF 2 DEGREES 45 MINUTES 10 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 214.95 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET, A DISTANCE OF 104.24 FEET TO A POINT OF REVERSE CURVATURE ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD (FORMERLY AND HEREIN 120' THICK) SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD ACCORDING TO THE DESCRIPTION IN SAID GROUND-TAKE CASE NO. 028-887 SPANNS NO. 008, FEDERAL AND ROUTE 120, SECTION 840, BEING A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 840.25 FEET, A DISTANCE OF 264.30 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS FROM THE CHORD OF THE LAST DESCRIBED CURVE, A DISTANCE OF 264.30 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 84.00 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 1 DEGREE 19 MINUTES 28 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 124.49 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A DISTANCE OF 13.00 FEET TO A POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 78.22 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 492.22 FEET; A DISTANCE OF 240.24 FEET TO A POINT ON THE CURVE; THENCE NORTHERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 81.48 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX ANGLE OF AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 103.25 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 2 DEGREES 45 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 108.88 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD (FORMERLY AND HEREIN 120' THICK) SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD ACCORDING TO THE DESCRIPTION IN SAID CASE NO. 028-887 PARCELS, NO. 000, FEDERAL AND ROUTE 120, SECTION 840, A DISTANCE OF 34.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 443.27 FEET TO A POINT 140 FEET SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 104.43 FEET TO A POINT ON A CURVE; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, BEING A CURVE CONVEX WITH AN 115 FEET SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD, A DISTANCE OF 104.43 FEET; THENCE SOUTHWESTERLY ALONG A LINE AT A COUNTERCLOCKWISE ANGLE OF 84 DEGREES 28 MINUTES 50 SECONDS FROM THE CHORD OF THE LAST DESCRIBED CURVE, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 87 DEGREES 58 MINUTES 50 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 25.58 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 11 DEGREES 19 MINUTES 17 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 238.19 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 496.00 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

**PARCEL 2:** EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY EASEMENT AGREEMENT DATED JUNE 16, 1973 AND RECORDED JANUARY 24, 1974 AS DOCUMENT 874-0302, DATED AND UPON THE FOLLOWING DESCRIBED LAND: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 104.24 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 108 DEGREES 09 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 104.24 FEET; THENCE NORTHERLY ALONG THE WESTERN LINE OF THE NORTHERN EIGHTY TOLL HIGHWAY PARCELS, 1-3-4-7-2 ACCORDING TO DOCUMENT NO. 85164, BEING 100.00 FEET WESTERLY FROM AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 164.52 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 14.42 FEET; THENCE NORTHEASTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2 AT AN ANGLE OF 2 DEGREES 45 MINUTES 10 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 214.95 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 115.00 FEET, A DISTANCE OF 104.24 FEET TO A POINT OF REVERSE CURVATURE ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD (FORMERLY AND HEREIN 120' THICK) SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD ACCORDING TO THE DESCRIPTION IN SAID GROUND-TAKE CASE NO. 028-887 SPANNS NO. 008, FEDERAL AND ROUTE 120, SECTION 840, BEING A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 840.25 FEET, A DISTANCE OF 264.30 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS FROM THE CHORD OF THE LAST DESCRIBED CURVE, A DISTANCE OF 264.30 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 84.00 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 1 DEGREE 19 MINUTES 28 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 124.49 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A DISTANCE OF 13.00 FEET TO A POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 78.22 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 492.22 FEET; A DISTANCE OF 240.24 FEET TO A POINT ON THE CURVE; THENCE NORTHERLY ALONG SAID WESTERN LINE OF PARCELS 1-3-4-7-2, A DISTANCE OF 81.48 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX ANGLE OF AN ANGLE OF 81 DEGREES 23 MINUTES 48 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 103.25 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 2 DEGREES 45 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 108.88 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD (FORMERLY AND HEREIN 120' THICK) SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD ACCORDING TO THE DESCRIPTION IN SAID CASE NO. 028-887 PARCELS, NO. 000, FEDERAL AND ROUTE 120, SECTION 840, A DISTANCE OF 34.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 443.27 FEET TO A POINT 140 FEET SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 104.43 FEET TO A POINT ON A CURVE; THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF BUTTERFIELD ROAD, BEING A CURVE CONVEX WITH AN 115 FEET SOUTH OF THE CENTER LINE OF BUTTERFIELD ROAD, A DISTANCE OF 104.43 FEET; THENCE SOUTHWESTERLY ALONG A LINE AT A COUNTERCLOCKWISE ANGLE OF 84 DEGREES 28 MINUTES 50 SECONDS FROM THE CHORD OF THE LAST DESCRIBED CURVE, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 87 DEGREES 58 MINUTES 50 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 25.58 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 11 DEGREES 19 MINUTES 17 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 238.19 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 496.00 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.



**SURVEYOR'S NOTES:**

- THE BASIS OF MEASURED BEARINGS SHOWN HEREON IS ILLINOIS STATE PLANE COORDINATE EAST ZONE (NAD 83).
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ENCUMBRANCES, AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF THE TITLE TO THE TRACT DESCRIBED HEREON WAS OBTAINED FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ALTA COMMITMENT ORDER NO. 3003-43326A, WITH AN EFFECTIVE DATE SEPTEMBER 25, 2013.
- SURVEY AS SHOWN WAS PREPARED FROM A LEGAL DESCRIPTION, TOGETHER WITH SCHEDULE B CONTAINED IN THE ALTA COMMITMENT REFERENCED ABOVE. THE DESCRIPTION SHOWS HEREON DOES CONFORM TO THE LEGAL DESCRIPTIONS CONTAINED THEREIN.
- THIS SURVEY REFLECTS THE SURVEYOR'S OPINION AS TO THE LOCATIONS OF THE PARCEL LINES. THIS OPINION IS BASED UPON ANALYSIS AND INTERPRETING ALL RECORDS AND NON-RECORDED INFORMATION FURNISHED TO THE SURVEYOR, OR ACQUIRED BY THE SURVEYOR, AND ALL FIELD DATA THAT WAS COLLECTED BY THE SURVEYOR. ALSO, THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH EXISTING ILLINOIS STANDARDS OF PRACTICE, APPLICABLE AT THE DATE OF COMMENCEMENT, AND STATE STATUTES.
- IF NOTABLE BUILDING RESTRICTIONS, ENCUMBRANCES, AND EASEMENTS WHICH ARE LISTED IN THE ALTA COMMITMENT ARE SHOWN HEREON, PLEASE REFER TO THE ALTA COMMITMENT, GUARANTEE FROM THE COMPANY, LOCAL GOVERNMENT, SOURCE, LOCAL ORDINANCES, AND OTHERS, IN ORDER TO DETERMINE IF ANY ADDITIONAL AGREEMENTS, LIMITS, WAIVERS, RESTRICTIONS, ENCUMBRANCES, AND EASEMENTS EXIST.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, UTILITY INFORMATION FROM OTHER READILY AVAILABLE PUBLIC RECORDS MAY HAVE BEEN USED TO SUPPLEMENT FIELD DATA. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CONFORM TO ALL SUCH UTILITIES IN THE AREA LISTED IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- CALL ILLINOIS (1-800-889-0123) FOR EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- ONLY THE IMPROVEMENTS THAT WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND ANALYSIS THEREOF OF THE SITE, ARE SHOWN ON THE FACE OF THIS PLAN. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING, OR ARE COVERED BY SIGN STRUCTURES, TRAILERS, ETC.
- COMPARE THIS DESCRIPTION AND POINTS BEFORE BRACING, AND REPORT ANY DISCREPANCIES AT ONCE TO THE SURVEYOR.
- PROPERTY SHOWN HEREON MAY BE SUBJECT TO RIGHTS OR CLAIMS OF PARTIES IN POSSESSION UNKNOWN TO SURVEYOR.
- PROPERTY MAY BE SUBJECT TO ANY UNRECORDED AGREEMENTS OR LEASES, IF ANY.
- THE FOLLOWING ITEMS WERE LISTED IN SCHEDULE B OF THE COMMITMENT NOTED IN NOTE 2, AND THE SURVEY RELATED ITEMS ARE LISTED HERE WITH OUR COMMENTS AND RECOMMENDATIONS:
  - IT APPEARS THAT THE PROPERTY IS PART OF THE CONVERSE CIVIC SANITARY DISTRICT AND MAY BE SUBJECT TO THE PROVISIONS OF A CERTAIN ORDINANCE IMPOSING CHARGES FOR USE AND CONNECTION THEREIN AND CHARGES ARE LEVIED AGAINST THE SUBJECT LAND UNLESS PAID RECORDED AUGUST 21, 1975 AS DOCUMENT NO. 873-4275A. (SEE ITEM PARCEL 1, BUT IS NOT A SURVEYING MATTER).
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1988 AND ENDING THE LAST DAY OF THE CALENDAR MONTH IN WHICH OCCURS THE TENTH (10TH) ANNIVERSARY OF THE COMMENCEMENT DATE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10, 1988 AS DOCUMENT 898-04203, DESCRIBING THE LAND FOR A TERM OF YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER, BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
  - LEASE MADE BY KIMCO SELECT CHICAGO 895, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO HENCO DEPOT U.S.A., INC., A VIRGINIA CORPORATION, A MEMORANDUM OF WHICH WAS RECORDED MARCH 10,



**I-88 TOLLWAY**

1 New Site Plan  
C-1 Scale: 1"=30'-0"

**PROJECT INFORMATION**

|                      |              |
|----------------------|--------------|
| ART VAN FURNITURE    | ± 5.14 ACRES |
| NIGAS EASEMENT       | ± 1.09 ACRES |
| TOTAL                | ± 6.23 ACRES |
| <b>BUILDING AREA</b> |              |
| ART VAN FURNITURE    | 116,153 SF   |

**PARKING COUNT SUMMARY FOR AVF**

|   |            |
|---|------------|
| REQUIRED BY THE CITY<br>(REQUIRED, 1.67 PER 1000 GSF) |            |
| TOTAL REQUIRED  | 194 SPACES |
| TOTAL PROVIDED  | 306 SPACES |

**PARKING COUNT SUMMARY FOR TOTAL DEVELOPMENT**

|                |            |
|----------------|------------|
| TOTAL EXISTING | 452 SPACES |
| TOTAL PROPOSED | 392 SPACES |

**ZONING CLASSIFICATION**

|          |     |
|----------|-----|
| EXISTING | B-3 |
| PROPOSED | B-3 |



6500 14 Mile Road  
Warren, MI 48092  
(586) 983-2125 ph.  
(586) 939-8252 fx.

Approved By:

|                |  |
|----------------|--|
| KIM YOST       |  |
| ART VAN        |  |
| KIM YOST       |  |
| GARY VAN       |  |
| JOHN WYATT     |  |
| BARRY DAVIDSON |  |
| MIKE RUPERT    |  |

Total Store Sq.Ft.=

Showroom Sq.Ft.=

Modified Sq.Ft.=

**ART VAN FURNITURE**  
Downers Grove, IL  
Site Plan

Revisions:

XX/XX/XXXX

Seal:

NORTH



Drawn/Checked By:

MT/MR

Plot Scale:

1" = 30'-0"

Date:

10/14/2013

Sheet Number:

**C-1**



VILLAGE OF DOWNERS GROVE  
PLAN COMMISSION MEETING  
PUBLIC HEARING

OCTOBER 6, 2014, 7:00 P.M.

Chairperson Urban called the October 6, 2014 meeting of the Plan Commission to order at 7:00 p.m. and led the Plan Commissioners and the public in the recital of the Pledge of Allegiance.

**ROLL CALL:**

**PRESENT:** Chairperson Urban, Bassler, Cozzo, Matejczyk, Mr. Quirk, Mr. Rickard, Mr. Webster

**ABSENT:** Mrs. Rabatah, Mr. Waechtler (ex-officios Menninga, Davenport, Souter)

**STAFF:** Planning Manger Stan Popovich and Planners Kelley Chrisse and Patrick Ainsworth

**VISITORS:** Mr. Robert L. Vighi, 923 Curtiss St., Downers Grove; Ms. Marge Earl, 4720 Florence Ave., Downers Grove, Mr. Michael Rupert with Art Van Furniture, 6500 E. 14 Mile Road, Warren, Michigan; and Mr. Tim Nicholson, with SCI Direct, 1250 S. Pine Island Road, Plantation, Florida

**APPROVAL OF AUGUST 4, 2014 MINUTES**

**MINUTES OF THE AUGUST 4, 2014 MEETING WERE APPROVED ON MOTION BY MR. WEBSTER, SECONDED BY MR. COZZO. MOTION CARRIED BY VOICE VOTE OF 6-0-1 (Chairperson Urban abstained).**

**PUBLIC HEARINGS:**

Chairperson Urban reviewed the protocol for the meeting and swore in those individuals that would be speaking on the following petition:

**FILE PC26-14:** A petition seeking approval of a Planned Development Amendment. The property is zoned B-3, General Services and Highway Business. The property is located on the south side of Butterfield Road approximately 390 feet west of Highland Avenue, commonly known as 1021 Butterfield Road, Downers Grove, IL (PIN 06-29-302-008). Michael Rupert, Petitioner; Archie A. Van Elslander Trust, Owner.

Planner Kelley Chrisse located the B-3 zoned site on the overhead and explained the request was for a 990 square foot sign package for a proposed furniture store (Art Van Furniture) which would occupy the attached retail building on lot 1 of the planned development. The Future Land Use Map identified the site as Office/Corporate Campus. Ms. Chrisse explained the challenges for accessing the site and the fact that there was a shared parking agreement between lots 1 and 2 and an agreement existed to use the NICOR leased property. Slides of the current elevations and parking

were noted. The applicant will be turning the property into its flagship store with two secondary businesses to be located within the same space. Proposed improvements will include an interior renovation, the expansion of the retail floor area by 19,000 square feet within the same building footprint. (Some of the covered parking will be converted to retail space.) Parking will be reconfigured with a reduction of 60 parking spaces. The main entrance will be located on Butterfield Road. A second entrance will be created on the west facade. Ms. Chrisse stated the changes she referenced can be approved administratively.

Ms. Chrisse presented renderings of the building's proposed elevations, along with the 350 square foot sign package for the north elevation (two signs total). The existing monument sign will be removed and not replaced. For the western elevation, the applicant is requesting 170 square feet of signage. The signage for the south elevation will be the same as the north elevation. The proposed signage where the common wall (east elevation) is located will be approximately 120 square feet in size.

Ms. Chrisse explained in more detail how the planned improvements still met the planned development requirements. However, she noted that three deviations were being requested: 1) the total signage being requested was 990 sq. feet versus 300 sq. feet allowed; 2) the request was asking to allow signage on the east facade where there is no frontage; and 3) the request was asking to allow two signs on the north, south, and west elevations, where only one sign is allowed.

Because of these minor modifications, staff determined a rezoning was not required and there would not be a PUD overlay on the zoning map should the amendment be approved. The proposal was consistent with the goals of the village's comprehensive plan. Because the site was challenging and not a prime retail area, Ms. Chrisse reported the petitioner and village entered into an economic incentive agreement (last year) and, as part of the agreement, the village would allow the petitioner adequate signage in order to make the site a viable retail location and spur future redevelopment within the corridor.

Staff recommended approval of the petition with the following two conditions: 1) the proposed planned development amendment shall conform to the sign drawings prepared by Art Van dated August 8, 2014; and 2) no additional wall or monument sign shall be permitted for this site that would result in an increase in overall sign area.

Questions raised included whether the sign above the common wall would be visible over the roof of the building to the east; was the Village convinced the signage would solve the issues that this site has; and if the small roadway signage was part of the proposal (it was not).

Petitioner, Mr. Michael Rupert, director of store design for Art Van Furniture, 6500 E. 14 Mile Road, Warren, Michigan, stated that sight lines have been done on the east façade and the sign is being placed on that elevation because the building "is basically invisible" when traveling Highland Avenue and when coming off of Interstate 88. Mr. Rupert shared the history of Art Van, a family owned business of 55 years. He explained the thought process that went into purchasing the site as the Art Van's flagship store and believed the site would be successful.

Chairperson Urban invited the public to comment.

Ms. Marge Earl, 4720 Florence Ave., Downers Grove was sworn in. She explained that if the commissioners were going to deviate from the sign ordinance, going about it in a PUD format was important as well as getting a purchaser who was going to redevelop the site entirely, which was what the village was looking for under its comprehensive plan. Ms. Earl was pleased to see the entire project move forward.

No further comments received. Public comment was closed. Petitioner had no closing statement.

Closing comments from the commissioners were that the sign ordinance was restrictive and special consideration had to be made for properties such as this particular case. Other commissioners, however, supported the current sign ordinance as is. Mr. Webster was pleased to see the purchaser investing in the village and receiving an incentive for it. The proposal was well done and provided a creative signage solution for the site. Chairperson Urban also supported the current sign ordinance and while, initially, the square footage of the signage being requested caught her eye, after looking at the challenges of the property, the improvements, and the scale of the signage to the building, the proposal made sense and was well presented.

**WITH RESPECT TO FILE PC 26-14, MR. MATEJCZYK MADE A MOTION THAT THE PLAN COMMISSION FORWARD A POSITIVE RECOMMENDATION TO THE VILLAGE COUNCIL SUBJECT TO THE FOLLOWING TWO CONDITIONS:**

- 1) THE PROPOSED PLANNED DEVELOPMENT AMENDMENT SHALL CONFORM TO THE SIGN DRAWINGS PREPARED BY ART VAN DATED AUGUST 8, 2014; AND**
- 2) NO ADDITIONAL WALL OR MONUMENT SIGN SHALL BE PERMITTED FOR THIS SITE THAT WOULD RESULT IN AN INCREASE IN OVERALL SIGN AREA.**

**SECONDED BY MR. RICKARD. ROLL CALL:**

**AYE: MR. MATEJCZYK, MR. RICKARD, MR. BASSLER, MR. COZZO, MR. QUIRK,  
MR. WEBSTER, CHAIRPERSON URBAN**

**NAY: NONE**

**MOTION CARRIED: VOTE: 7-0**

**THE MEETING WAS ADJOURNED AT 7:54 P.M. ON MOTION BY MR. WEBSTER,  
SECONDED BY MR. QUIRK. MOTION CARRIED BY VOICE VOTE OF 7-0.**

/s/ Celeste K. Weilandt

Celeste K. Weilandt

(As transcribed by MP-3 audio)