

Public participation is invited. When called upon, please approach the microphone and state your name. Kindly limit your remarks to 3 minutes.

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Zoning Board Of Appeals (ZBA)

October 8, 2025

6:00 PM

-
- 1. Call to Order - Roll Call**
 - 2. Approval of Minutes**
 - a. Draft Minutes of ZBA 9-10-25
 - 3. Public Hearing Old Business**
 - 4. Public Hearing New Business**
 - a. ZBA-25-05 - 523 W. North Ave. - Special Use & Variation
 - b. ZBA-25-07 - 146 N. Myrtle Ave. - Variation
 - c. ZBA-25-08 - 300 S. Cornell Ave. - Variation
 - d. ZBA-25-09 - 610 N. Michigan Ave. - Variation
 - 5. Public Comments on Non-Agenda Items**
 - 6. Adjournment**

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

Village of Villa Park
Zoning Board of Appeals
September 10,2025

I. CALL TO ORDER BY THE CHAIRMAN

Chairperson Pate called the meeting of the Zoning Board of Appeals to order at 6:00 p.m.

ROLL CALL AND DECLARATION OF A QUORUM

Commissioners Present Ackerman, Flaskamp, Clampit, Gonzalez, Jarrett, Cain,
Chairperson Pate (7)

Commissioners Absent: none

Staff/Liaison Present: Community & Economic Development Interim Director Michelle House, Planner Rachel Leedom and Village President Kevin Patrick

A Quorum was present.

II. APPROVAL OF MINUTES

Commissioner Flaskamp moved to approve the minutes from August 14, 2025, as presented.

The Motion was seconded by Commissioner Ackermann.

On roll call:

AYES: Ackerman, Flaskamp, Clampit, Gonzalez, Jarrett, Cain, Chairperson Pate (7)

NAYS: None (0)

The motion carried.

III. Old Business

none

IV. New Business

a. **ZBA-25-01 580 E Harrison** - Variation Petitioner: John Tomaszawski.

Rachel Leedom reported that the Petitioner is requesting a Variation to allow for a new garage in front of the primary residence. The Petitioner is seeking a Variation from Section 2.5.2 Attached Garage Design, to build a garage extension closer to the street lot line than the longest exterior wall of the house facing the same street.

Background

This existing garage would be converted into living space, and a new garage would be added in front of the existing garage, utilizing the existing driveway. The Petitioner would like to expand the existing garage in front of the residence. Currently, the lot features an attached garage. The house is currently facing an unimproved right of way to the south. The home is accessed by an L-shaped driveway from the east.

Questions

John Tomaszewski said if he put the garage anywhere else there would not be any conformance. He has three properties that line the yards. His front yard has a six-foot fence that has a variance. His house is 20 feet behind the lot line of the house next to him. With the designs it will work perfectly to add another bedroom. Will have a door facing the East side.

Chairperson Pate asked if the garage was attached to the front of the home and if it was on the East side of the house

John Tomaszewski replied that the garage would be attached to the home and that it was on the South Side of the property.

Commissioner Clampit asked if the property to the southwest have a six foot fence?

John Tomaszewski showed a picture.

Commissioner Gonzalez asked how many car garage the house will have.

John Tomaszewski responded that he currently has a two-car garage and is going to have a three-car garage.

Discussion

Commissioner Jarrett stated that this is a textbook example of where variations are appropriate. The access is unique, and the zoning ordinance does not recognize unique properties like this.

MOTION

Commissioner Flaskamp motioned to recommend approval of ZBA-25-01 for a variation from Section 2.5.2 Attached Garage Design to permit a garage closer to the street lot line than the longest exterior wall of the house facing the same street

The motion was seconded by Commissioner Ackermann.

On roll call:

AYES: Ackerman, Flaskamp, Clampit, Gonzalez, Jarrett, Cain Chairperson Pate (7)

NAYS: None (0)

The motion carried.

b. **ZBA-25-02 – 920 S.** Summit Ave – Variation - Petitioner – Michael Santiago.

Rachel Leedom reported that the Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a rear yard setback of 9.0 feet instead of 40.0 feet. The Petitioner would like to add an addition to the existing home and attach the existing garage to the home.

Background

The Petitioner would like to add an addition to the house, enclosing the existing porch, which would connect the existing garage to the house. The permit for the detached garage was issued in April 2024 and meets all regulations for bulk regulation requirements of a detached garage. By attaching the garage to the house, the garage would no longer be considered a detached garage and would need to follow regulations for an attached garage.

Questions

Commissioner Gonzalez asked what the dotted lines are for.

Michael Santiago responded that they were the existing closed porch.

Commissioner Gonzalez asked where the entrance would be.

Michael Santiago responded that it would be on the North side.

Commissioner Gonzalez asked if it was a two-car garage.

Michael Santiago responded that he currently has a two-car garage

Commissioner Cain asked why they decided to make this change at this time.

Michael Santiago said he was unaware he was able to make this change when he originally built the garage in 2024.

Chairperson Pate said building the garage where it meets zoning but once you attach the garage that is different.

Commissioner Clampit asks what makes his lot unique.

Michael Santiago responded that the space has a lot of side yards, not a lot of backyard. It has an unimproved alley that makes it unique.

Commissioner Ackerman asked if the addition on the Adams Street side will now be the same width, will this stick out?

Michael Santiago said no it will be flush with the house.

MOTION

Jason Jarrett recommended approval of ZBA-25-02 for a variation from Section 2.3, Table 2-3 Lot and Building Regulations, to permit a rear yard setback of 9.0 feet.

Seconded by Commissioner Ackermann

On roll call:

AYES: Ackerman, Flaskamp, Gonzalez, Jarrett, Cain, Chairperson Pate (6)

NAYS: Clampit (1)

The motion carried.

c. **ZBA-25-03-1046 S.** Route 83 – Variation – Petitioner Mario Hernandez

Michelle House reported that the Petitioner is seeking a Variation from Section 9.2.2, Allowed Fence Heights and Locations to permit a 6.0-ft. tall privacy fence in the front yard, instead of 4.0-ft. tall open style fence. Background The subject lot is on the corner of E. Van Buren St. and Route 83's frontage road. The house faces Route 83 but the residence's driveway can only be accessed from Van Buren Street. As the smallest street facing lot line, Route 83 would be considered the front yard of this lot. The Petitioner proposes a 6.0-foot-tall privacy fence to block the noise and sight of Route 83. The fence plan would follow intersection visibility regulations. The southernmost 20.0 feet of fence at the Route 83 and Van Buren intersection would have a maximum height of 3.0 feet to allow for driving visibility.

Mario Hernandez said that this house was empty, and they did a full renovation. We need the fence mostly for truckers that park directly in front of the front door and people cut across the yard to get to Wal Mart.

Commissioner Clampit asked if the property to the north was zoned residential.

Mario Hernandez said it is zoned to be a flood zone.

Commissioner Clampit asked where does the triangle of visibility apply here, was it because of the turnabout?

Michelle house responded an intersection of two streets you must have visibility to have visibility at that intersection if you take 20 feet back each of the property lines you can have a maximum height of 36 inches that's the reason for the 20-foot section of the three-foot fence.

Commissioner Clampit said you mentioned the fencing ordinance is up to Madison with no properties south of Madison, he wanted to know if this was correct.

Michelle House said properties butting 83 between Park and Madison can have six-foot-tall fences adjacent to 83. This property just happens to be south of Madison.

Public Discussion

Judy Woorley wrote a letter stating that she thought if the owners were going to sell the property shouldn't the new owners be the ones to apply for the fence variance?

Commissioner Jarrett said this is technically in the front yard because it is past the front yard, but he does not think the letter writer understands.

Commissioner Cain said that it should not be our concern if they want to sell the house. It is his prerogative whether he wants a fence or not he is the homeowner.

MOTION

Commissioner Clampit motioned to recommend approval of ZBA-25-03 for a variation from Section 9.2.2, Allowed Fence Heights and Locations, to permit a 6.0-foot solid fence in the front yard.

Seconded by Commissioner Flaskamp

On roll call:

AYES: Ackerman, Flaskamp, Gonzalez, Jarrett, Cain, Clampit, Chairman Pate (7)

NAYS: None (0)

The motion carried.

d. **Petition ZBA-25-04** - 300 W. High Ridge Road - Amendment to Special Use –
Petitioner Islamic Foundation

Michelle House reported that the Petitioner is seeking an amendment to the Special Use to allow for an addition to the building to add a body wash for funeral preparations.

Background The Subject Property has a previous Special Use which includes the existing religious facility as well as the private school and offices. This amendment to the existing Special Use would allow for a building addition to be added to the existing religious facility. This new addition would contain a body wash facility to conduct funeral preparations.

Tanweer Mallick explained why they would like the facility. He explained that the body is just washed and there are no special chemicals. In the past the family would have to take the deceased to a separate facility to be washed then to the mosque for prayer then to the cemetery. They would like to cut down the steps.

Commissioner Flaskamp asked if it would be close to the school.

Tanweer Mallick said it would be as far away from the school as possible.

Commissioner Flaskamp asked how you would get the body from the washing station to the mosque.

Tanweer Mallick explained that once the body was washed and covered it would be on a scissor cart and is carried into the mosque for prayers.

Chairperson Pate stated he assumes that that part of the building is segregated for a reason.

Tanweer Mallick said that is correct the less accessible the better it is for privacy reasons.

Commissioner Clampitt asked if there were any special regulations that must be followed

Tanweer Mallick said not that he was aware of, he had bathed bodies it is just soap and water.

Commissioner Flaskamp said so you are saying that is the difference between having a mortuary service versus a cleansing service is the fact that there are some chemicals involved, or would this still be considered somewhat a mortuary service because that's what you are doing postmortem.

Tanweer Mallick said he is not familiar with what those services are so he can not give you an answer to those questions.

Michelle House said from her understanding there would still be someone that is a funeral director and be overseeing this body wash facility. There are no chemicals involved, and the director would have a license through IDFPR they would be the one overseeing all the body washing and funeral preparations for this facility.

Chairperson Pate pointed out that it is not a service as much as it is a religious practice.

Michelle House informed that other Mosques such as Des Plaines has this type of service.

Commissioner Jarrett said it is typical for religious facilities to have accessory uses like an office component or a daycare that is not permitted in that zoning but is considered an accessory to that primary religious assembly use.

Commissioner Flaskamp said that she thinks people will look at it differently being a postmortem service differently than a preschool. Because it is zoned residential it does not permit these types of services.

Michelle House stated that religious establishments are only permitted in the MXT District all other zoning districts they are permitted as a special use and they would have to go through the same process that we are doing tonight. It would be the same process no

matter what zoning district we are in except for MXT that we would be having this special use in the same type of service even in a commercial zoning district.

Commissioner Clampit asked if staff knew if there was any impact on property values on this.

Michelle House said she did not have any information on that.

Commissioner Flaskamp asked when you looked at Des Plaines was that a special use or was that in the MX district.

Michelle House said they were also a special use in a residential district.

Chairperson Pate asked if the addition was for the body washing area all the other components happen there already.

Tanweer Mallick said that was correct.

Chairperson Pate reiterated that they were already having religious services. The hardship would be that they cannot do the full service.

Commissioner Flaskamp asked if they would only do this service to members.

Tanweer Mallick said they did not have members so it would be open to anyone that wanted the religious service.

Commissioner Jarret asked how many services they would be having weekly.

Tanweer Mallick said usually one or two a week.

Public Comment

Halis Harbre He has seen the foundation grow from nothing to one of the largest in Illinois. He explained the importance of quickly putting the body in the ground and the process.

Discussion

Commissioner Cain thinks we should approve this, the Islamic foundation is very important to our community and having this helps them be here in Villa Park. She pointed out that it is not a strict residential area. There are other special uses in the area.

Commissioner Ackerman also agrees this should pass, she remembers the start of the Foundation.

Commissioner Flaskamp asked if it would go to the planning commission to do a traffic study and plan due to the high traffic.

Michelle House said it would. If there are concerns over timing you can place conditions on approval such as timing of the funerals and when the body wash gets used. My recommendation is to give them some wiggle room so they can do their operations as needed.

Commissioner Jarrett said he is in favor of this. The Islamic foundation has an interest in not tying up traffic for the school. I personally do not see a need to apply conditions to that, but I am open to discussion. You are talking a 1% on the site coverage and that is nothing. I have driven through the site twice once when it was busy once when it was empty. If you did not know construction was taking place you would not be able to tell.

Commissioner Cain said it was not to increase the number of funeral services they are having it is just to ease the process because this is a process they must do and the body has to be transported more and if they do increase that's because more people are dying and they do not have control over that. The traffic might be a problem, but I know I go a different route at those times. I do not think it is worth putting conditions on it. If it becomes a problem in the future, then we can look at it then.

Commissioner Flaskamp agrees and disagrees with this We really need to think of the future. We should not push it down the road. This is my concern about what the future could look like.

Commissioner Gonzalez said this is true for all the funeral homes in the area. How many funerals they have do not affect us.

Chairperson Pate said they have traffic control in the area. It is built where no one knows where it is built, you must go find it. This is a private thing they are trying to do. Helping the community and trying to reduce hardships is what we are trying to do. He thinks it is a value to the community not a detriment.

Saleem Sheikh said that the mosque will bring people into the community. There are many mosques in the area that need this service.

Commissioner Clampit knows that there is a lot of traffic during a service, and he will drive a different way. He knows that this art of the ceremony will not cause more traffic It is more related to the family. You would not be looking at more cars, just a handful.

Commissioner Jarrett said a very similar religious rite is part of the Jewish faith as well and it is not uncommon with some larger synagogues.

MOTION

Commissioner Jarrett made a motion to recommend approval of ZBA-25-04 for an amendment to the Special Use to permit a body wash facility to use on the existing property.

Exhibit List

A. Exhibit A- Plat of Survey

B. Exhibit B- Proposed Plan

Commissioner Gonzalez seconds.

On roll call:

AYES: Ackerman, Gonzalez, Jarrett, Cain, Clampit, Chairman Pate (6)

NAYS: Flaskampt (1)

The motion carried.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

VI. ADJOURNMENT

Motion

Motion to Adjourn made by Commissioner Clampit.

Seconded by Commissioner Flaskamp.

Voice vote:

AYES have it.

Meeting Adjourned at 7:42 p.m.



Village of Villa Park

Community & Economic Development
11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-05 | 523 W. North Ave. | Special Use and Variation**

PETITIONER	OWNER
Nabeel Sayed 3459 Lake St. Evanston, IL, 60203	Werks Management Group 6 Dove Ct. South Barrington, IL, 60010

Request Summary

The Petitioner is seeking a Special Use to permit a fueling station in the C-3, Service Business District. As part of the request, the Petitioners are requesting a variation to reduce the required number of parking stalls from 23 stalls to 5 stalls.

Background

The Subject Property was previously used as a fueling station and convenience store but has been closed for multiple years. The Petitioner would like to reopen the fueling station and convenience store without any modifications to the existing site. A Special Use is required for fueling stations to evaluate the impact to the community. The property currently has 5 parking stalls in front of the convenience store.

Site Information

Present Zoning: C-3 – Service Business District
Present Land Use: Fueling Station - Vacant
Property Size: 17,000 sq. ft. / 0.39 acres
PINs: 06-04-112-001

Surrounding Zoning

North: Residential Single -Dwelling District – RS-10
West: Service Business District – C-3
East: Service Business District – C-3
South: Residential Single -Dwelling District – RS-7.5

Surrounding Land Use

Vacant
Commercial
Commercial
Residential

Comprehensive Plan Designation – Corridor Commercial

Corridor commercial areas refer to commercial developments located along highways and major roadways. These developments are intended to serve the local population and those moving throughout the Village. These areas typically include retail and services that support nearby residential areas and big-box retailers. The Village should look to concentrate this use along Roosevelt Road and North Avenue.

Zoning Request

The Petitioner is requesting a Special Use to reopen an existing fueling station. The convenience store is permitted by right in the C-3 zoning district. The Petitioner is requesting a Variation from Section 7.2- Minimum Parking Ratios. A fueling station requires 16 parking stalls and the convenience store requires 7 parking stalls for a total requirement of 23 required parking stalls.

Internal Staff Review

Special Use

The Zoning Ordinance specifically allows for the right to request a Special Use. The Commission should consider whether the proposed use is appropriate and whether any conditions of operation may be necessary to mitigate any otherwise potential negative impacts. Section 11.4.11. of the Zoning Ordinance requires that any expansion of uses or facilities that qualifies as a major amendment must be reviewed through the Special Use process.

This Special Use permit would allow the vacant fueling location to operate as a gas station. The property currently has 5 parking stalls on site. No changes to the property are proposed as part of this Special Use request. The convenience store use is permitted by right in the C-3 zoning district and does not require a special use. Section 7.2- Minimum Parking Ratios requires 2 parking stalls per pump for fueling stations. This fueling station has 8 pumps thus 16 parking stalls would be required. Convenience goods requires 4 stalls per 1,000 square feet. The convenience store has a total area of 1,650 feet, requiring 7 parking stalls. For both uses, the site would require 23 parking stalls. The property currently has 5 parking stalls

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. No changes are proposed to the building structure or location.
2. Building Scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No changes are proposed to the building scale.
3. Building Architecture - The following comments relate to the issue of architecture in regard to the proposed development plans:
 - a. No changes to the façade are proposed as part of the Special Use or Variance application.
4. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. No changes are proposed to the lot coverage as part of this application.
5. Site Circulation - The following comments relate to the issue of site circulation in regard to the proposed development plans:
 - a. The site currently has 4 fueling islands, with a pump on either side, providing 8 gas pumps.
 - b. 5 parking stalls are currently provided on the west and north sides of the building.
 - c. The building trash is provided on the south side of the building and is blocked from view by a wooden privacy fence.
 - d. The area in front of the trash enclosure will be marked as a “No Parking” area.
6. Parking Lots - The following comments relate to the issue of parking lots in regard to the proposed development plans:
 - a. The site currently has 5 parking stalls. The petitioner is requesting a variation reducing the required number of parking from 23 stalls to 5 stalls.
7. Landscaping - The following comments relate to the issue of landscaping in regard to the proposed development plans:
 - a. No landscaping is proposed as part of the Special Use application.
8. Signage - The following comments relate to the issue of signage in regard to the proposed development plans:
 - a. No new signage is currently proposed.
 - b. The existing ground sign is currently empty, and new panels will be added inside.
 - c. If any larger signage were to be proposed, it would return to the ZBA for a variation request.

9. Site Illumination - The following comments relate to the issue of site illumination in regard to the proposed development plans:
 - a. No changes to the site lighting are proposed.
10. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the applicant to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Section 11.4.8. – Review and Approval Criteria: No Special Use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed Special Use is consistent with and in substantial compliance with all village board policies and plans and that the applicant has presented evidence to support each of the following conclusions for both Special Uses that they are requesting:

- A. That the proposed use or activity is expressly authorized as a Special Use;
Petitioner's Response: Yes

- B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
Petitioner's Response: Yes, provide gasoline and convenience store.

- C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
Petitioner's Response: No, it will not be detrimental.

- D. That approval of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
Petitioner's Response: No it will not.

- E. That the proposed Special Use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure, and community services; and
Petitioner's Response: Yes

- F. That the proposed Special Use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.
Petitioner's Response: Yes

Notification

Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0 foot radius of the subject property in advance of the Public Hearing.

Recommended Action

To recommend approval of ZBA-25-05 for a Special Use to permit a fueling station use on the existing property, with a Variation from section 7.2-Minimum Parking Ratios, to reduce the required parking from 23 stalls to 5 stalls.

Exhibit List

- A. Exhibit A - Site Plan
- B. Exhibit B- Plat of Survey

RS-10

RS - 1 0

W NORTH AV

C - 3

523

501

Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
- MX-3 - Mixed-Use Corridor District
- MX-T - Mixed Transitional (Office-Residential) District
- MX-R1 - Mixed Residential District 1
- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
- PI-1 - Neighborhood-scale Institutional and Public District
- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial

RS - 7 . 5

747

744

741

740

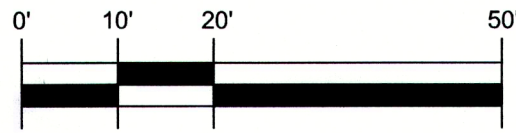
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UNITED SURVEY SERVICE, LLC

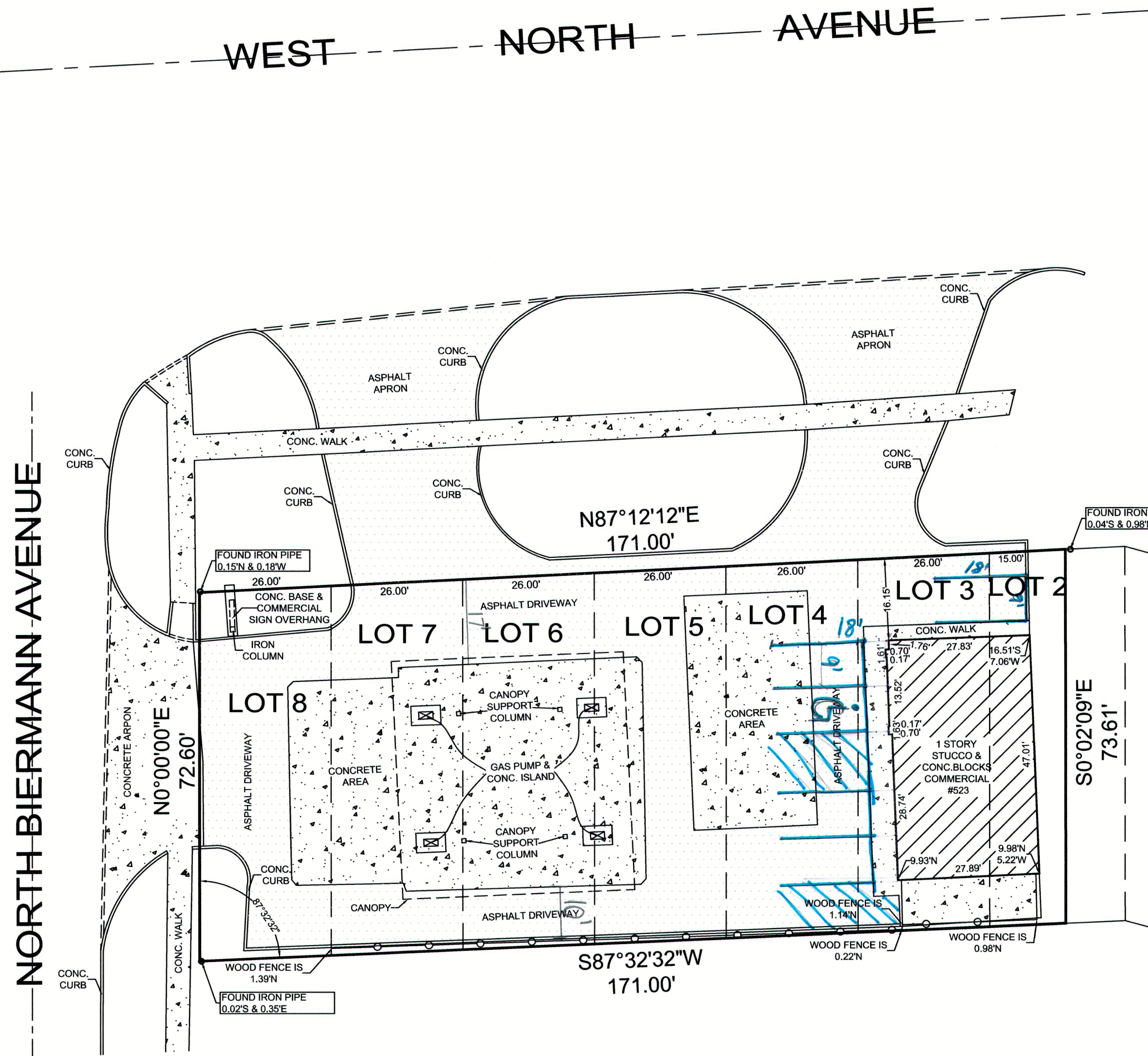
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

PLAT OF SURVEY OF

THE WEST 15.00 FEET OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN FIRST ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 218109, IN DUPAGE COUNTY, ILLINOIS.

KNOWN AS: **523 WEST NORTH AVENUE, VILLA PARK, ILLINOIS 60181**

PERMANENT INDEX NUMBER:
06-04 - 112 - 001 - 0000



STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

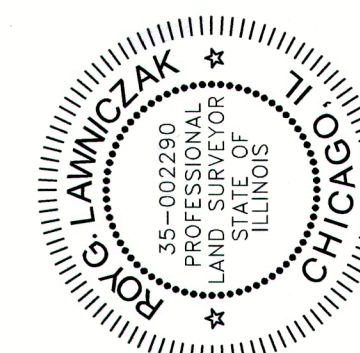
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, OCTOBER 6, A.D. 2025.

BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2027



ORDERED BY:		
NABEEL SAYED		
SCALE : 1" = 20'		
DATE : OCTOBER 3, 2025		
FILE No.:		
2025 - 32348	DATE	REVISION



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-07 | 146 N. Myrtle Ave. | Variation**

PETITIONER	OWNER
Ramiro Montoya 146 N. Myrtle Ave. Villa Park, IL, 60181	Ramiro Montoya 146 N. Myrtle Ave. Villa Park, IL, 60181

Request Summary

The Petitioner is seeking a Variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Background

The subject lot is laid out in a triangle shape, with two front yards, on W. Division St. and N. Myrtle Ave, and one side yard to the north. The gazebo is placed on top of a patio which was constructed some time between 1987 and 1998. This Variation is being applied for as a result of a “work without a permit” violation issued April 2025.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
 Present Land Use: Residential
 Property Size: 11,679.1 sq. ft. / 0.27 acres
 PIN: 06-03-319-013

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
 West: Residential Single-Dwelling District- RS-7.5
 East: Residential Single-Dwelling District- RS-7.5
 South: Residential Single-Dwelling District- RS-7.5

Surrounding Land Use

Residential
 Residential
 Residential
 Residential

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical

difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The subject property is a double frontage lot, with front yards on both W. Division St. and N. Myrtle St. The north side of the property is the side yard. The gazebo is located on the south side of the property. A gazebo would be permitted in the rear yard or interior side yard. The side yard on this property is 9.7 feet wide, and with a setback requirement of 5 feet, it is not likely that a 4.0-foot-wide gazebo would be useful. No rear yard exists on this property. The gazebo is built on top of an existing patio that was constructed sometime between 1987 and 1998.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. Due to the layout of the lot, most of the usable space on the lot is in front yard.
 - b. Per zoning, most of the lot is unusable for accessory structures.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. If this were proposed in the rear yard, the size and height are consistent with code bulk regulations.
 - b. The gazebo has a total area of 120.0 square feet and a height of 9.6 feet.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. No new lot coverage would be added as a result of this project. The patio beneath the gazebo has existed for over 20 years.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals' recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:

I wanted to create a safe and secure space for my growing family. Prior to getting the gazebo and installing it, I saved a significant amount money over months knowing the cost of purchase and installation. Moving the gazebo or taking it down would add an additional cost to my monthly budget something that will cause a lot of hardship economically on our household.

B. A reasonable return or use of your property is not possible under the existing regulations because:

A reasonable use of my property is not possible under the existing regulation because the zoning code prohibits structures like a gazebo in the front yard, which limits my ability to create a usable outdoor living space. The front of my property is the only area that receives adequate sunlight and is large enough to accommodate a gazebo safely and attractively.

C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:

My situation is unique in the way my lot is configured. My property is a corner lot with the deck and the area of the gazebo is on the south east comer. This area is easily accessible thru the kitchen door which allows the flow on traffic to be optimized.

- D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**

The gazebo is placed in an area that has an existing cement patio right off the deck of our house. It does not structurally block any other neighboring homes, increase congestion of traffic or cause any hazardous condition. The gazebo is placed within property lines in a large side yard. The structure will not decrease property value in fact it will increase property value due to adding to the curve appeal of the house and neighborhood.

Notification

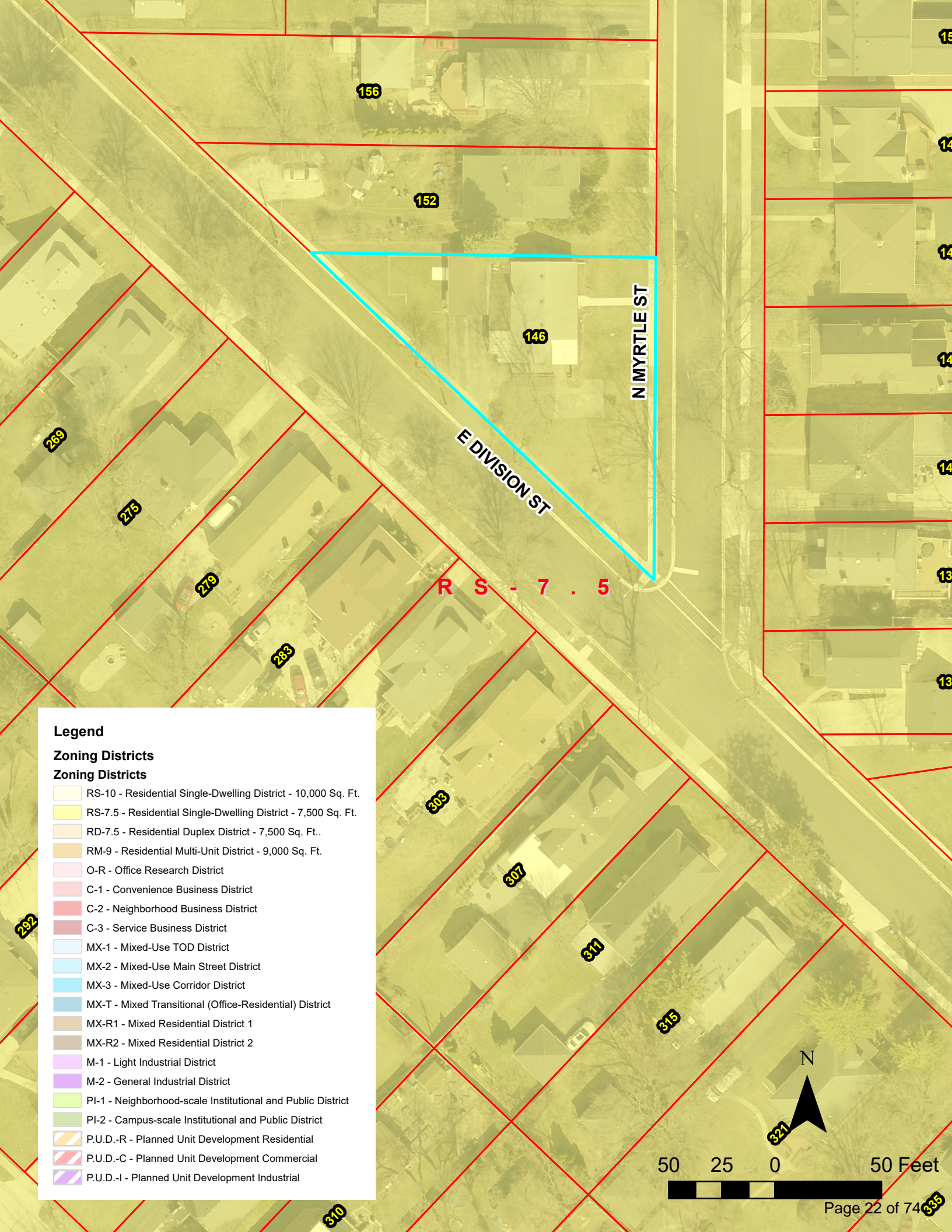
Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-07 for a variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Exhibit List






















- Exhibit A – Site Plan
- Exhibit B- Plat of Survey

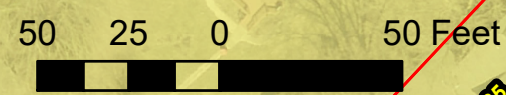


Legend

Zoning Districts

Zoning Districts

-  RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
-  RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
-  RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
-  RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
-  O-R - Office Research District
-  C-1 - Convenience Business District
-  C-2 - Neighborhood Business District
-  C-3 - Service Business District
-  MX-1 - Mixed-Use TOD District
-  MX-2 - Mixed-Use Main Street District
-  MX-3 - Mixed-Use Corridor District
-  MX-T - Mixed Transitional (Office-Residential) District
-  MX-R1 - Mixed Residential District 1
-  MX-R2 - Mixed Residential District 2
-  M-1 - Light Industrial District
-  M-2 - General Industrial District
-  PI-1 - Neighborhood-scale Institutional and Public District
-  PI-2 - Campus-scale Institutional and Public District
-  P.U.D.-R - Planned Unit Development Residential
-  P.U.D.-C - Planned Unit Development Commercial
-  P.U.D.-I - Planned Unit Development Industrial



PLAT OF SURVEY

MARCHESE SURVEYING, INC.

NO. 36-4218718

RESIDENTIAL - COMMERCIAL SURVEYS

1281-G Humbrecht Circle
Bartlett, Illinois 60103

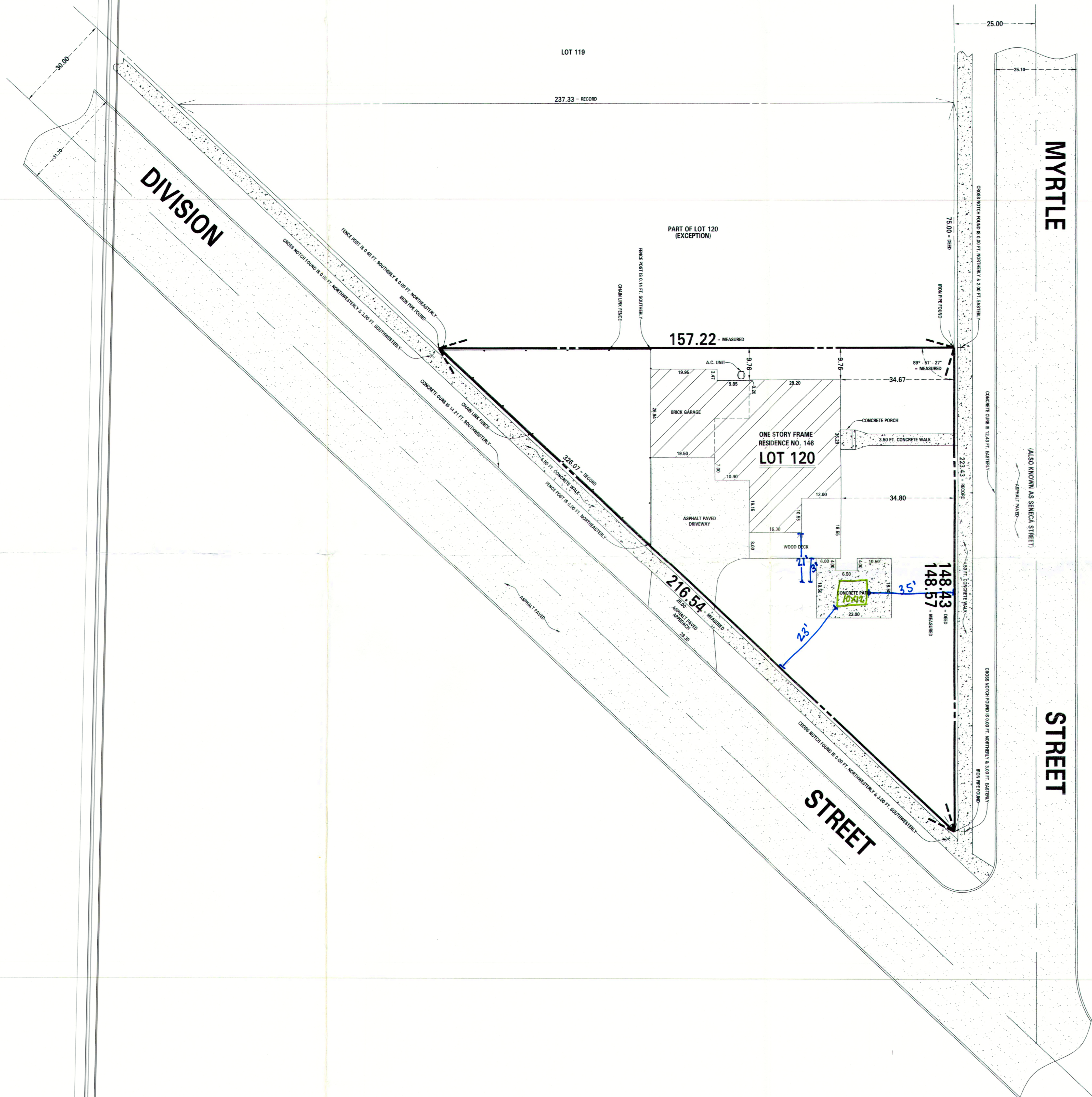
Phone: (630) 830-1570
Fax: (630) 830-1844

PROPERTY DESCRIPTION

LOT 120 (EXCEPT THE NORTH 75.00 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF) IN ROBERTSON'S VILLA PARK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NUMBER 105545, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 146 NORTH MYRTLE STREET IN VILLA PARK, ILLINOIS.

NORTH



SCALE: ONE INCH = FIFTEEN FEET

ORDER NO: 05-10980

ORDERED BY: MR. CHRIS J. AIELLO
ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE.

STATE OF ILLINOIS S.S.
COUNTY OF DUPAGE

I, ROCCO J. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DATED AT BARTLETT, APRIL 20, 2005



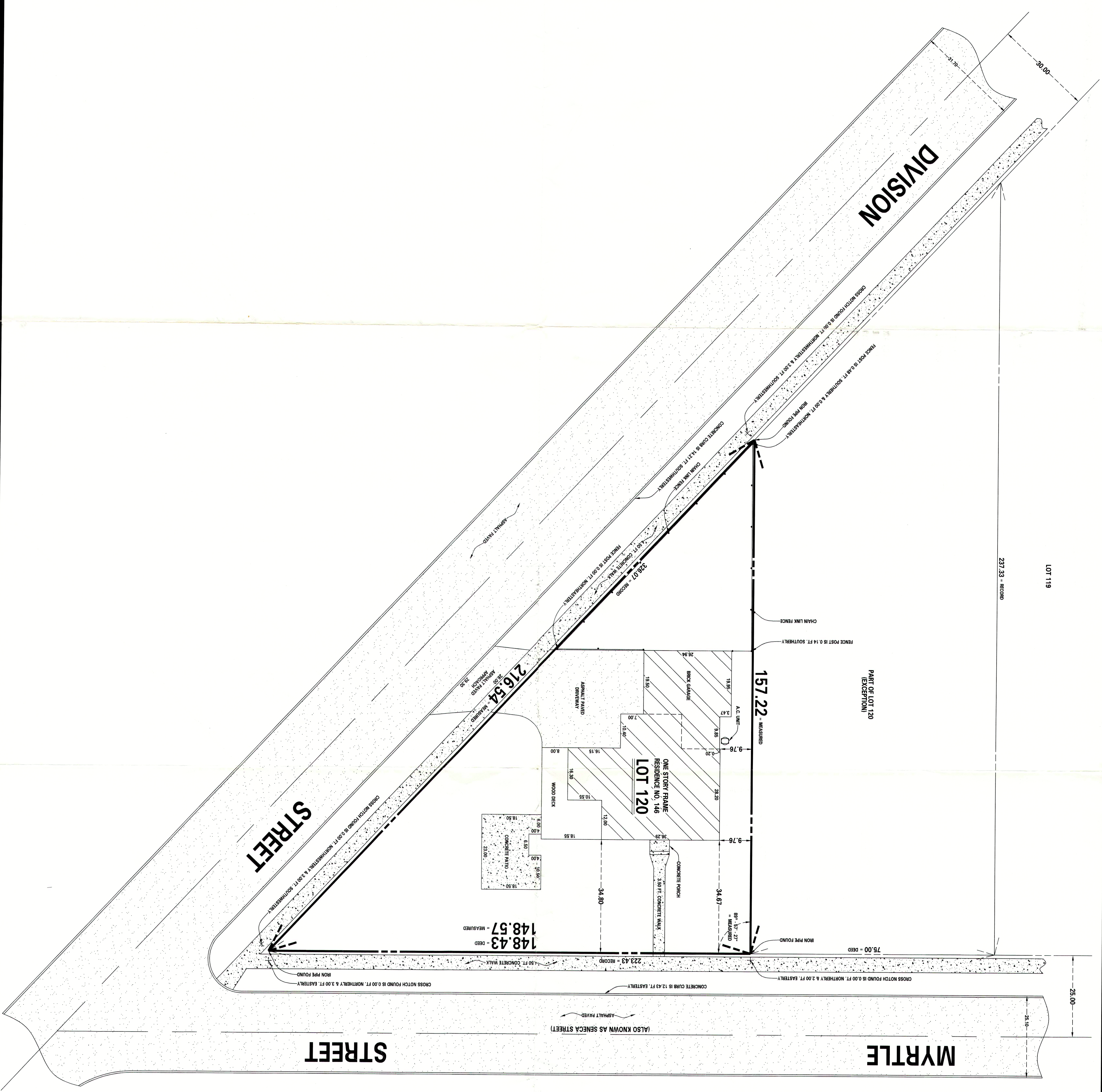
Rocco J. Marchese
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3039
MY LICENSE EXPIRES ON NOVEMBER 30, 2006

NOT VALID UNLESS SEAL IS IN RED INK.

ANY REPRODUCTION OF THIS PLAT IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT FROM MARCHESE SURVEYING, INC.

DRAWN BY:	D.K.W.
CHECK BY:	R.J.M.

NORTH



PLAT OF SURVEY
MARCHESE SURVEYING, INC.
 RESIDENTIAL - COMMERCIAL SURVEYS

1281-G Humboldt Circle
 Bartlett, Illinois 60103
 Phone: (630) 830-1570
 Fax: (630) 830-1844

PROPERTY DESCRIPTION

LOT 120 (EXCEPT THE NORTH 75.00 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF) IN ROBERTSON'S VILLA PARK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NUMBER 108545, IN DUPAGE COUNTY, ILLINOIS.
 ALSO KNOWN AS: 148 NORTH MYRTLE STREET IN VILLA PARK, ILLINOIS.



NOT VALID UNLESS SEAL IS IN RED INK.

I, ROCCO J. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, DATED AT BARTLETT, APRIL 20, 2005.

STATE OF ILLINOIS
 S.S.
 COUNTY OF DUPAGE

ROCCO J. MARCHESE
 PROFESSIONAL LAND SURVEYOR NO. 3039
 MY LICENSE EXPIRES ON NOVEMBER 30, 2006

SCALE: ONE INCH = FIFTEEN FEET
 ORDER NO: 05-109980
 ORDERED BY: MR. CHRIS J. ARELLO
 ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE.



Village of Villa Park

Community & Economic Development
11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-08 | 300 S. Cornell Ave. | Variation**

PETITIONER	OWNER
St. Alexander Catholic Church 300 S. Cornell Ave. Villa Park, IL 60181	Diocese of Joliet 16555 Weber Rd. Crest Hill, IL, 60403

Request Summary

The Petitioner is seeking a Variation from Section 14.1.9-Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet instead of the maximum width of 5.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86% instead of the maximum of 60%.

Background

The petitioner proposes to construct a patio area on the south of the property with benches, a statue, and memorial bricks for quiet contemplation and prayer. This variation would permit a patio in the front yard, increase the maximum width of a walkway from 5.0 feet to 8.0 feet, and permit a lot coverage of 86%.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
 Present Land Use: Religious Assembly
 Property Size: 154,033.8 sq. ft. / 3.54 acres
 PIN: 06-10-110-030, 06-10-110-017, 06-10-110-016, 06-10-110-029, 06-10-110-028, 06-10-110-027, 06-10-110-026, 06-10-110-025

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
 West: Mixed-Use Main Street District- MX-2
 East: Residential Single-Dwelling District- RS-7.5
 South: Mixed-Use Main Street District- MX-2

Surrounding Land Use

Residential
 Commercial
 Residential
 Commercial

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 14.1.9-Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet instead of the maximum width of 5.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86% instead of the maximum of 60%.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The petitioner would like to add a patio area to the property with benches, a statue, and memorial bricks for quiet contemplation and prayer. In a residential zoning district, a patio is not permitted in the front yard. The Petitioners would like the patio to be placed along Central Boulevard for increased visibility and accessibility for the public. The accompanying walkway would be 4.0 feet wide, with 2.0 feet of memorial bricks on either side, giving a total width of 8.0 feet. The maximum width for a residential walkway is 5.0 feet. The current lot coverage for the property is 84.95%. With the new patio and walkway added, lot coverage would increase to 85.21%. This property is unique because although this is a residential zoning district, the property is a religious assembly use, not residential.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. The total area of the proposed patio and walkway is 392.81 square feet.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No changes are proposed to the existing building.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. Lot Coverage would increase from 84.95% to 85.21%. The maximum permitted lot coverage for a residential zoning district is 60%.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant’s development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals’ recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

- A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
Due to the closure and merger of St. John the Apostle, we wish to bring their grotto/worship space to St.

Alexander. This grotto has bricks of names of deceased and loved ones to show unity with the two parishes as the closure of St. John was a great hardship for those who attend there. We want the grotto on Central Ave where it is visible for them. St. Alexanders is a religious use inside of a residential zone.

- B. A reasonable return or use of your property is not possible under the existing regulations because:**
We want the visibility because the chosen location is visible on a main street and a side street as it is a corner lot. Limited space on campus due to need for possible expansion due to the merger of the two parishes.
- C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**
The zoning regulations are meant for single family homes. This is not a residence.
- D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**
We will not create any hazards or increase traffic.

Notification

Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-08 for a variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86%.

Exhibit List

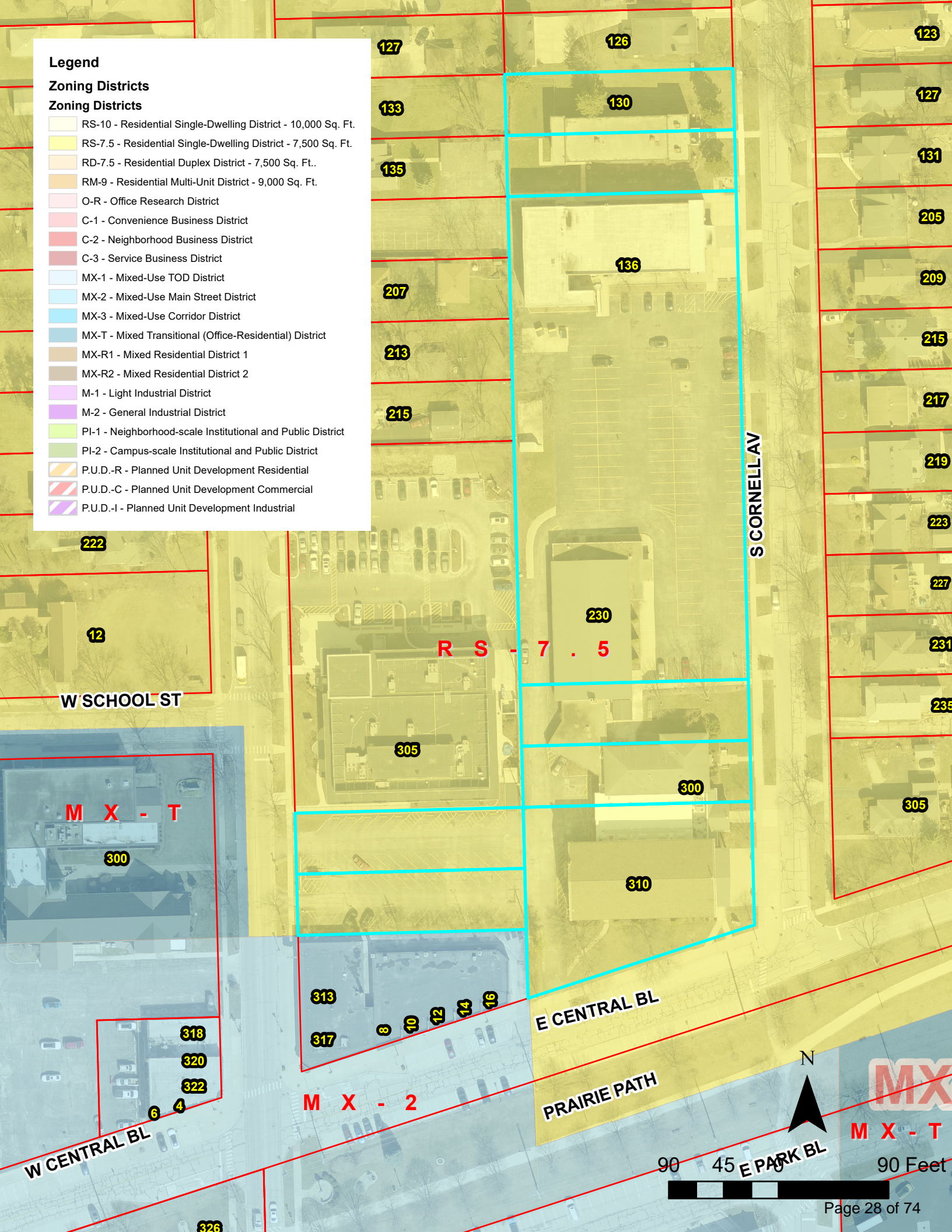
- Exhibit A – Plan Set
- Exhibit B- Plat of Survey
- Exhibit C- Deed Packet

Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
- MX-3 - Mixed-Use Corridor District
- MX-T - Mixed Transitional (Office-Residential) District
- MX-R1 - Mixed Residential District 1
- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
- PI-1 - Neighborhood-scale Institutional and Public District
- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial



State of CALIFORNIA

County of Los Angeles

ss.

J. [Signature]

A NOTARY PUBLIC

in and for said County, in the

State aforesaid, **Do Hereby Certify, That** VICTOR DIEHL and

VENETTE DIEHL, HIS WIFE ARE

personally known to me to be the same person s whose name s are
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that the y signed, sealed and delivered the said Instrument
as their free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

Given under my hand and NOTARIAL

seal, this

Sixth

day of

November

A. D. 19 50

[Signature]

NOTARY PUBLIC

Commission expires My Commission Expires May 5, 1954 A. D. 19

123502-9 1B

**WARRANTY DEED
STATUTORY FORM**

VICTOR DIEHL
and

VENETTE DIEHL

TO

HENRY F. KENNEDY

Doc. # **609705** Filed for
Record in Recorder's Office of DuPage
County, Illinois, **NOV 9 1950**
at **4 42 P. M.**
Lawrence J. [Signature] Recorder

GEORGE COLE & COMPANY
25
COURT HOUSE BUILDING
CHICAGO, ILL. CO.

BOOK 618 PAGE 202

The Grantor S, - - - - -EMIL NOVAK and MAE A. NOVAK, HIS WIFE - - -

of the --VILLAGE OF VILLA PARK - - in the County of - - -DUPAGE - - - -

and State of - - -ILLINOIS - - - - - for and in consideration of the sum of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ^{DOLLARS}, in hand paid,

Convey and Warrant to - - - HENRY F. KENNEDY - - - - -

of the - - - -VILLAGE OF VILLA PARK - - - - County of - - -DUPAGE - - - -

and State of - - ILLINOIS - - - the following described Real Estate, to-wit:
LOT NINE (9) IN BLOCK TWELVE (12) IN ARDVILLA HIGHLANDS RESUBDIVISION
OF PART OF ARDMORE, A SUBDIVISION IN SECTIONS NINE (9) AND TEN (10),
TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11), EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. - - - -

situated in the --VILLAGE- - of VILLA PARK in the County of -DUPAGE- -

in the State of Illinois hereby releasing and waiving all rights under and by virtue of the
Homestead Exemption Laws of the State of Illinois.

SUBJECT TO GENERAL TAXES FOR THE YEAR OF 1950 PAYABLE IN 1951
AND TO SUBSEQUENT GENERAL TAXES. - - - -

Dated, This THIRTY-FIRST - - day of -OCTOBER - - - A. D. 19 50



Seal
Seal
Seal
Seal

Emil Novak
Mae A Novak

Seal
Seal
Seal
Seal

State of ILLINOIS

County of DUPAGE

ss.

GEORGE C. SMITH, A NOTARY PUBLIC

in and for said County, in the State aforesaid, Do Hereby Certify, That EMIL NOVAK and MAE A. NOVAK, HIS WIFE

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and NOTARIAL seal, this THIRTY-FIRST day of OCTOBER A.D. 1950

George C. Smith, Notary Public

Commission expires Jan 5 A.D. 1952

WARRANTY DEED STATUTORY FORM

EMIL NOVAK and MAE A. NOVAK TO HENRY F. KENNEDY

Doc. # 608879 Filed for Record in Recorder's Office of DuPage County, Illinois, NOV 1 1950 at 10:50 AM

Lawrence J. Hattersdorf, Recorder

Dr. C. Smith 1504 Poplar Street Villa Park, Ill.

GEORGE E. COLE & COMPANY

*recorder
section*

THIS INDENTURE WITNESSETH, That the Grantors .. EDWARD C. LANGE and ..
FRANCES A. LANGE, his wife

.....
.....
of the City of, County of DUPAGE... and State of ILLINOIS,
for and in consideration of the sum of.. TEN (\$10.00) Dollars
and of other good and valuable considerations, receipt of which is hereby duly acknowl-
edged, Convey.... and Warrant.... unto MARTIN D. MCNAMARA, Bishop of the Roman
Catholic Diocese of Joliet in the State of Illinois, as Trustee under the provisions of a
certain Trust Agreement dated the 31st day of December, 1949, and known as Roman
Catholic Diocese of Joliet Trust, the following real estate situated in the County of
DUPAGE..... and State of Illinois, to-wit:

Lot Nine (9) in William M. Johnson's resubdivision of
Lot Fifty-four (54) in Argonne, a subdivision in Sec-
tions Nine (9) and Ten (10), Township Thirty-Nine (39)
North, Range Eleven (11), East of the Third Principal
Meridian, according to the plat thereof recorded Nov-
ember 9, 1927 as Document No. 246381, in DuPage County,
Illinois.



842022

FILED FOR RECORD IN 842022
OFFICE OF DUPAGE COUNTY CLERK

MAY 20 1957 AT -4 10 PM

Laurence Hattendorf
RECORDER

To HAVE AND TO HOLD the said real estate, the additions and accumulations thereto and the
rents, income and profits therefrom upon the trusts and for the uses and purposes herein and
in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to contract to sell, to grant
options to purchase, to sell on any terms at public or private sale and to assign, transfer, con-
vey and deliver all or any part of the real estate for cash or wholly or partly on credit with or
without security, or wholly or partly in exchange for other real or personal property; to lease
all or any of the real estate by leases to commence *in praesenti* or *in futuro*, on any terms, for
any considerations and for any period or periods not exceeding in the case of any single demise
a period of 198 years, and to amend, modify, extend or terminate any of such leases; to grant
easements or charges of any kind upon said real estate and to make contracts relating thereto;
to make and vacate subdivisions and resubdivisions of said real estate and to dedicate
highways, streets, alleys, parks and other public places thereon; to grade, fill, curb and pave
highways, streets and alleys and to improve parks and other public places; to construct side-
walks and to lay and maintain sewers, water and gas mains and pipes; to mortgage, pledge
or otherwise encumber said real estate, or any part thereof, and to deal with said real estate
and every part thereof in all other ways and for such other considerations as it would be law-
ful for any person owning the same to deal with the same, whether similar to or different from
the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee; or any successor in trust, in rela-
tion to said real estate, or to whom said real estate or any part thereof shall be conveyed, trans-
ferred, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust,
be obliged to see to the application of any purchase money, rent or money borrowed or
advanced on said real estate or be obliged to see that the terms of this trust have been com-
plied with, or be obliged to inquire into the authority, necessity or expediency of any act of

said Trustee, or any successor trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement or in any amendments thereto or modifications thereof, if any, and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive and release any and all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois.

In witness whereof said Grantors have hereunto set hand and seal this 11th day of May, A.D. 1957.

Edward C. Lange (SEAL)
Frances A. Lange (SEAL)

STATE OF Illinois
COUNTY OF Cook ss.

842922

I, John W. Keedy, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that EDWARD C. LANGE and FRANCES A. LANGE, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 11th day of May, A. D., 1957

John W. Keedy
Notary Public



Walter
W. Keedy
E. W. Keedy
E. W. Keedy, Notary Public, Cook County, Illinois

This Indenture Witnesseth, That the Grantor s

Charles C. Heisen of Seabreeze, County of Volusia, State of Florida
and Ida W. Heisen, his wife

of the City of New York in the County of New York
and State of New York for and in consideration of the sum of

Ten and no/100 - - - - - Dollars,

in hand paid, CONVEY and WARRANT to CATHOLIC BISHOP OF CHICAGO, A
Corporation Sole

of the City of Chicago County of Cook
and State of Illinois the following described Real Estate, to-wit:

The South One-half (S $\frac{1}{2}$) of Lot Sixty-two (62) in Ardmore in DuPage
County, Illinois, said premises being situated upon and being a
part of the West one-half (W $\frac{1}{2}$) of the North West one-quarter (NW $\frac{1}{4}$)
of Section Ten (10) Township Thirty-nine (39) North Range Eleven,

situate in the Village of Villa Park County of DuPage
in the State of Illinois hereby releasing and waiving all rights under and
by virtue of the Homestead Exemption Laws of the State of Illinois.

subject however, to general taxes for the year 1925; unpaid installments
of said assessments levied against the property or assessed thereon;
building laws and ordinances; the rights of parties in possession.



DATED this 13th day of May A. D. 1925.

E. H. Earle (as to I. W. H.)

Charles C. Heisen Seal

Ida W. Heisen Seal



Seal

Seal

STATE OF Florida
COUNTY OF Volusia

} ss.

I, Harry A. Horn

a notary public in and for the said County, in the State aforesaid,

DO HEREBY CERTIFY that CHARLES C. HEISEN

, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13th day of May

A. D. 19 25

Harry A. Horn
Notary Public
my Commission Expires
Oct. 10. 1925

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss.

I, Edw. H. Garke

a notary public, in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY that IDA W. HEISEN, wife of CHARLES C. HEISEN

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of

May, A.D. 1925.

Edw. H. Garke
NOTARY PUBLIC

NEW YORK COUNTY No. 7
NEW YORK REGISTER No. 7917
Expires March 20, 1927



WARRANTY DEED
Individual to Individual

CHARLES C. HEISEN, ET AL

TO

CATHOLIC BISHOP OF CHICAGO

a corporation sole

196508
County of Duval

This instrument was filed for Record in the
Recorder's Office of Duval County, Florida, on
22 day of June, A. D.
1925 at 10:00 A.M., and returned in Book
169 of Deeds on page 104

Harry A. Horn
Recorder

George W. Smith
1925-26
152-20

GREEN BEVERLY & SONS
20 N. LA SALLE ST.

GEORGE E. COLE & COMPANY

This Indenture Witnesseth, THAT THE GRANTOR
Melvin Traisl and Dorothy
Traisl his wife

of the Du Page County of
and State of Illinois for the consideration of the sum of

Two thousand DOLLARS,

CONVEY AND QUIT-CLAIM TO
George M. Smith

of the Du Page County of
and State of Illinois all interest in the following described

real estate, to wit: The South One Half of
Lot Fifty-two in Ardmore
Du Page County, Illinois.

Said premises being situated
upon and a part of the West
Half of the North West Quarter
of Section Ten Township
Thirty-nine North Range
Eleven East of the Third
Principal Meridian in the
Village of Villa Park, Du Page
County, Illinois

Situated in the County of Du Page in the State of Illinois, hereby releasing
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 15th day of July 1925

M. Traisl Seal

Dorothy Traisl Seal
Melvin Traisl Seal



STATE OF Illinois }
COUNTY OF Cook } ss. Charles A. Wolfe

a Notary Public, in and for said County, in the State aforesaid,

Do hereby Certify, That Melvin
Travis and Dorothy
Travis his wife

personally known to me to be the same persons whose names
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that he signed, sealed and delivered the said instru-
ment as their free and voluntary act for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this
day of July A. D. 1958

Charles A. Wolfe
Notary Public



Quit-Claim Deed

Melvin and
Dorothy
TO
Smith

STATE OF ILLINOIS }
County of DuPage } No. 196601

This Instrument was filed for Record in the
Recorder's Office of DuPage County aforesaid, on
the 22nd day of July A. D.
1958 at 11 o'clock A.M., and recorded in Book
167 of Deeds on page 383.

Henry Ellsworth
Recorder

CHICAGO TITLE AND TRUST COMPANY

Title and Trust Building

CHICAGO

This Indenture Witnesseth, That the Grantor s...

Roscoe E. Little and *Grace J Little*

his wife

of the Village of Villa Park in the County of DuPage

and State of Illinois for the consideration of One Dollar and

other good and valuable considerations ~~One Dollar,~~

Convey and Quit-Claim to Charles C. Heisen

of the Village of Villa Park in the County of DuPage and

State of Illinois all interest in the following described Real Estate,

to-wit: The south one-half of lot Sixty-two (62) of Ballard and Pottinger's subdivision to Ardmore, Illinois according to the recorded plat thereof, said Ardmore being a subdivision in Sections nine (9) and ten (10) in Township 39, North, Range Eleven, east of the third principal Meridian

situated in the County of DuPage in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Witness the hand and seal of the said grantor this *29th* day of *August* A. D. 19 *24*.

Roscoe E. Little Seal

Grace J. Little Seal

Seal

Seal

consideration is three no hundred dollars

State of Illinois
County of DuPage } ss.

I, Harry W Baker
a Notary Public in and for said County, in the
State aforesaid, do hereby certify, that Roscoe E. Little
and Grace J. Little his wife

personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that they signed, sealed and delivered the said Instrument
as their free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this
Twenty Ninth day of August, A. D. 1924
Harry W Baker
Notary Public

[Handwritten scribble]

Quit-Claim Deed

Roscoe E. Little *et al*

to

Charles C. Heisen

STATE OF ILLINOIS } No. 96600
County of DuPage

This instrument was filed for Record in the
Recorder's Office of DuPage County aforesaid, on
the 22nd day of July, A. D.
1924 at 11 o'clock AM, and recorded in Book
167 of Deeds, page 362.

Recorder

[Handwritten signature]
[Handwritten initials]

GEORGE E. COLE & COMPANY

[Handwritten initials]

BOOK 629 PAGE 490

This Indenture Witnesseth, that the Grantor^s,

Margaret C. Welch, a widow and George B. Welch, a bachelor, respectively

of the Village of Villa Park in the County of DuPage

and State of Illinois for the consideration of (\$10.00) Ten Dollars and

other good and valuable consideration - - - - - Dollars

Convey^s and Quit-Claim^s to Henry F. Kennedy, a bachelor

of the Village of Villa Park in the County of DuPage and

State of Illinois, all interest in the following described Real Estate,

to-wit: all of the vacated alley lying south of lot eight (8) in William M.

Johnson's Resubdivision of lot fifty four (54) in Ardmore, a subdivision in

Sections nine (9) and ten (10), Township thirty nine (39) North, Range eleven (11),

East of the Third Principal Meridian, according to the Plat of said Resubdivision

recorded November 9th, 1927 as document 246381, in DuPage County, Illinois.

situated in the County of DuPage in the State of Illinois, hereby releasing
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Witness the hand and seal of the said grantor^s this Twenty First day
of March A. D. 1951

Margaret C. Welch [SEAL]

George B. Welch [SEAL]

[SEAL]

[SEAL]

State of Illinois.

BOOK 629 PAGE 491

County of DuPage

John W. Reedy

A Notary Public

in and for said County, in the

State aforesaid, Do Hereby Certify, That

Margaret C. Welch, a widow and George B. Welch, a bachelor
respectively

personally known to me to be the same person^s whose name^s are.....
subscribed to the foregoing instrument, appeared before me this day in per-
son, and acknowledged that the signed, sealed and delivered the said In-
strument as Their free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this

Twenty First

day of

March

A. D. 19 51

John W. Reedy
Notary Public

My commission expires June 19th, 1951

1 129326-10.

Quit-Claim Deed

Margaret C. Welch, a widow
and George B. Welch, a bachelor.

TO

Henry F. Kennedy, a bachelor.

Doc. # 619102 Filed for
Record in Recorder's Office of DuPage
County, Illinois, MAR 22 1951
at 3 P. M.

Lawrence H. [Signature]

*Mil: J. W. Reedy
Villa Park, Ill*

GEORGE E. COLE & COMPANY

CHARGE DU PAGE TITLE CO.

BOOK 629 PAGE 122

This Indenture Witnesseth, that the Grantor...

HENRY D. HIRSCH and MARGARET J. HIRSCH, his wife

of the city of Chicago in the County of Cook and State of Illinois for the consideration of TEN (\$10.00) DOLLARS and other valuable considerations Dollars.

Convey and Quit Claim to HENRY F. KENNEDY

of the village of Villa Park County of DuPage and State of Illinois all interest in the following described Real Estate, to-wit: Lots one (1), three (3), four (4), five (5), six (6) and seven (7) in William M. Johnson's Resubdivision of Lot fifty four (54) in Ardmore, a subdivision in Sections nine (9) and ten (10), Township thirty nine (39) North, Range eleven (11), East of the Third Principal Meridian, according to the plat of said Resubdivision, recorded November 9, 1927 as document 246381, in DuPage County, Illinois, subject to all unpaid taxes and special assessments and to sales and forfeitures thereof.



situated in the village of Villa Park in the County of DuPage in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 14th day of March A. D. 19 51

Henry D. Hirsch
Margaret J. Hirsch



in and for, and residing in said County, in the State aforesaid,
Do hereby Certify, that Henry D. Hirsch and Margaret J.
Hirsch, his wife,

personally known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged
that they signed, sealed and delivered the said instrument as their
free and voluntary act for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and their seal, this 14th
day of March A. D. 19 51

Alice L. Williams

My Commission Expires January 27 19 55

Notary Public

1293264

Box No.

Quit Claim Deed

HENRY D. HIRSCH
and

MARGARET J. HIRSCH

TO

HENRY F. KENNEDY

SS. No. 618545

STATE OF Illinois }
Cook County

This instrument was filed for record in the Recorder's
Office of Cook County aforesaid, on the

day of MAR 15 1951

at 4:45 o'clock P. M. and recorded in Book 629
of Deeds on Page 123

Lawrence Hallender
RECORDED

*Mail J. H. Ready
Title Park, Ill*

Perfection Legal Blank Co., Chicago

123
PERFECTION LEGAL BLANK CO.

This Indenture Witnesseth, that the Grantor...

CAROLYN G. HIRSCH, widow of Joseph L. Hirsch, deceased, JOSEPH R. HIRSCH, ~~JR~~ and DAVID G. HIRSCH, a minor

of the city of Chicago in the County of

Cook and State of Illinois for the consideration of

TEN (\$10.00) DOLLARS and other valuable considerations ~~DOLLARS~~

Convey and Quit Claim to HENRY F. KENNEDY

of the village of Villa Park County of DuPage and State

of Illinois all interest in the following described Real Estate, to-wit:

Lot two (2) in William M. Johnson's Resubdivision of Lot fifty four (54) in Ardmore, a subdivision in Sections nine (9) and ten (10), Township thirty nine (39) North, Range eleven (11), East of the Third Principal Meridian, according to the plat of said Resubdivision, recorded November 9, 1927 as document 246381, in DuPage County, Illinois, subject to all unpaid taxes and special assessments, and to sales and forfeitures thereof.



situated in the village of Villa Park in the County of DuPage in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated, This 14th day of March 51 A. D. 19

Carolyn G. Hirsch
Joseph R. Hirsch Jr.
David G. Hirsch



State of Illinois
County of Cook

BOOK 629 PAGE 125

3 Alice L. Williams, a Notary Public

in and for, and residing in said County, in the State aforesaid,
Do hereby Certify, that Carolyn G. Hirsch, Joseph R. Hirsch and David G. Hirsch, a minor, being the widow and the sons of Joseph L. Hirsch, deceased,
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 14th day of March A. D. 19 51

My Commission Expires January 27 19 55

Alice L. Williams
Notary Public

129236-A

Box No.

Quit Claim Deed

CAROLYN G. HIRSCH
JOSEPH L. HIRSCH, JR.
DAVID G. HIRSCH

TO

HENRY F. KENNEDY

STATE OF Illinois } SS. No. 618546

DUPage } County

This instrument was filed for record in the Recorder's Office of DuPage County aforesaid, on the

at 4⁴⁵ o'clock P. M. and recorded in Book 629

of Deeds on Page 124

Lawrence L. Williams RECORDER

Pub: J. M. Kelly
Notary Public, Ill.

Perfection Loral Bank Co., Chicago
C. F. BROWN TITLE CO.

15/3 278-457

old rectory now parish center

BOOK 952 PAGE 370

addtl house

THIS INDENTURE WITNESSETH, That the Grantor s, RICHARD N. SIMMONS and BETT SIMMONS, his wife,

Village of Villa Park, County of DuPage and State of Illinois

for and in consideration of the sum of TEN (\$10.00) Dollars and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey... and Warrant... unto MARTIN D. McNAMARA, Bishop of the Roman Catholic Diocese of Joliet in the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 31st day of December, 1949, and known as Roman Catholic Diocese of Joliet Trust, the following real estate situated in the County of DuPage..... and State of Illinois, to-wit:

Lot Eight (8) in William M. Johnson's Resubdivision of Lot Fifty-four (54) in Ardmore, a subdivision in Sections 9 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded November 9, 1927 as document No. 246381, in DuPage County, Illinois,



922491 FILED FOR RECORD IN RECORDERS OFFICE OF DU PAGE COUNTY, ILLINOIS

MAY 11 1959 - 1 55 PM

Lawrence Hattendorf RECORDER

To HAVE AND TO HOLD the said real estate, the additions and accumulations thereto and the rents, income and profits therefrom upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to contract to sell, to grant options to purchase, to sell on any terms at public or private sale and to assign, transfer, convey and deliver all or any part of the real estate for cash or wholly or partly on credit with or without security, or wholly or partly in exchange for other real or personal property; to lease all or any of the real estate by leases to commence in praesenti or in futuro, on any terms, for any considerations and for any period or periods not exceeding in the case of any single demise a period of 198 years, and to amend, modify, extend or terminate any of such leases; to grant easements or charges of any kind upon said real estate and to make contracts relating thereto; to make and vacate subdivisions and resubdivisions of said real estate and to dedicate highways, streets, alleys, parks and other public places thereon; to grade, fill, curb and pave highways, streets and alleys and to improve parks and other public places; to construct sidewalks and to lay and maintain sewers, water and gas mains and pipes; to mortgage, pledge or otherwise encumber said real estate, or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, transferred, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of

said Trustee, or any successor trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement or in any amendments thereto or modifications thereof, if any, and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals this seventh day of May, A. D. 1959.

Richard N. Simmons (SEAL) (SEAL)
Bett Simmons (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)

5-55
made to
New Century
SE at Clinton St
Villa Park, Ill.
CHARGE DUES 23.00

161266

STATE OF ILLINOIS }
COUNTY OF DuPage } ss.

I, Robert T. Reedy, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Richard N. Simmons and Bett Simmons, his wife

personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this seventh day of May, A. D., 1959.

Robert T. Reedy
Notary Public

My commission expires June 25, 1961



024

135 S Ardmore

BOOK 634 PAGE 436

THIS INDENTURE WITNESSETH, That the Grantor ... HENRY F. KENNEDY, A BACHELOR

Village of Villa Park, County of DuPage and State of Illinois
for and in consideration of the sum of ten dollars and other good and valuable considerations
and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey... and Warrant... unto MARTIN D. McNAMARA, Bishop of the Roman Catholic Diocese of Joliet in the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 31st day of December, 1949, and known as Roman Catholic Diocese of Joliet Trust, the following real estate situated in the County of DuPage... and State of Illinois, to-wit:

LOTS SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWELVE (12) IN ARDVILLA HIGHLANDS RESUBDIVISION OF PART OF ARDMORE, A SUBDIVISION IN SECTIONS NINE (9) AND TEN (10), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

planned lot 9
Lot 8 ~~road~~ Rectory
penetration
Lot 7 vacated alley
paved as parking
adjacent Rectory
Church

To HAVE AND TO HOLD the said real estate, the additions and accumulations thereto and the rents, income and profits therefrom upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to contract to sell, to grant options to purchase, to sell on any terms at public or private sale and to assign, transfer, convey and deliver all or any part of the real estate for cash or wholly or partly on credit with or without security, or wholly or partly in exchange for other real or personal property; to lease all or any of the real estate by leases to commence in praesenti or in futuro, on any terms, for any considerations and for any period or periods not exceeding in the case of any single demise a period of 198 years, and to amend, modify, extend or terminate any of such leases; to grant easements or charges of any kind upon said real estate and to make contracts relating thereto; to make and vacate subdivisions and resubdivisions of said real estate and to dedicate highways, streets, alleys, parks and other public places thereon; to grade, fill, curb and pave highways, streets and alleys and to improve parks and other public places; to construct sidewalks and to lay and maintain sewers, water and gas mains and pipes; to mortgage, pledge or otherwise encumber said real estate, or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, transferred, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of

said Trustee, or any successor trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement or in any amendments thereto or modifications thereof, if any, and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

IN WITNESS WHEREOF, said Grantor.. haS. hereunto set ..HIS..... hand.. and seal.. this FIFTH .. day of APRIL .., A. D. 1951..

Henry F. Kennedy (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)

STATE OF ILLINOIS
COUNTY OF DUPAGE } ss.

I, GEORGE C. SMITH a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HENRY F. KENNEDY, A BACHELOR, IS

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 he.. signed, sealed and delivered the said instrument as .. HIS..... free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this FIFTH .. day of .. APRIL .., A. D., 1951

George C. Smith
Notary Public

Doc. # 623519
Filed in Recorder's Office of DuPage County, Illinois, MAY 16 1951 at 2:45 P.M.

Know all Men by these Presents, That CHICAGO TITLE AND TRUST

COMPANY, a corporation of the State of Illinois, as Trustee,.....

.....
in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
does hereby release, convey and quit-claim unto.....

..... THE CATHOLIC BISHOP OF CHICAGO, a corporation sole,.....

..... of the County of..... and
State of....., its successors and assigns, all the right, title, interest, claim, or

demand whatsoever which the grantor herein may have acquired in, through or by a certain Trust Deed, bearing date the

.. 15. TH. day of... August..... A. D. 19. 30 and recorded in the Recorder's Office of..... DuPage

County, in the State of.... Illinois...., as Document Number..... 303930....., in book..... 360..

of... Mortgages., page 426., to..... the premises therein described, situated in the County

of..... DuPage..., State of.... Illinois....., as follows, to-wit:

Lots 58 and 58 and the South Half of Lot 62 in Ardmore, a Subdivision in Sections 9 and 10, Township 39 North, Range 11, East of the Third Principal Meridian.

.....
together with all the appurtenances and privileges thereunto belonging or appertaining.

In Witness Whereof, Said CHICAGO TITLE AND TRUST COMPANY, as trustee as aforesaid, has caused these presents to be signed by its Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed, this..... 15th..... day of.... September.... A. D. 19. 40

CHICAGO TITLE AND TRUST COMPANY,
as Trustee as aforesaid,
By.....
Vice-President.
ATTEST.....
Assistant Secretary.



BOOK 619 PAGE 138

The Grantor S, VICTOR DIEHL and VENETTE DIEHL, HIS WIFE - - -

of the VAN NUYS in the County of Los Angeles

and State of CALIFORNIA - - - - - for and in consideration of the sum of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS Dollars, in hand paid,

Convey and Warrant to - - - - - HENRY F. KENNEDY

of the VILLAGE OF VILLA PARK County of - - - - - DUPAGE - - -

and State of ILLINOIS the following described Real Estate, to-wit:

LOT EIGHT (8) IN BLOCK TWELVE (12) IN ARDVILLA HIGHLANDS
RESUBDIVISION OF PART OF ARDMORE, A SUBDIVISION IN SECTIONS
NINE (9) AND TEN (10), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE
ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

situated in the VILLAGE of VILLA PARK in the County of - - - - - DUPAGE - - -

in the State of Illinois hereby releasing and waiving all rights under and by virtue of the
Homestead Exemption Laws of the State of Illinois.

SUBJECT TO TAXES FOR 1950 AND TO SUBSEQUENT YEARS. - - - - -
Subject to the unpaid balance of a first Mortgage for \$3,657.50.

Dated, This 6 ~~day~~ day of OCTOBER ~~November~~ A. D. 19 50

Victor Diehl Seal
Venette Diehl Seal
Seal
Seal



State of TEXAS

County of Cameron

ss.

H. C. Carpenter

A NOTARY PUBLIC

in and for said County, in the

State aforesaid, Do Hereby Certify, That

GEORGE B. CASSILL and DAISY CASSILL, HIS WIFE

ARE

personally known to me to be the same person whose name ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and NOTARIAL seal, this

2nd day of December A. D. 1950

[Handwritten signature of H. C. Carpenter]

NOTARY PUBLIC

Commission expires June 1, A. D. 1951



WARRANTY DEED STATUTORY FORM

GEORGE B. CASSILL and

DAISY CASSILL

TO

HENRY F. KENNEDY

Doc. # 612491 Filed for Record in Recorder's Office of DuPage County, Illinois, DEC 13 1950 at 3:55 P.M.

[Handwritten signature]

Geo. C. Smith

Villa Park

GEORGE COLE & COMPANY

125-88

BOOK 622 PAGE 296

The Grantors, GEORGE B. CASSILL and DAISY CASSILL, HIS WIFE

of the SAN BENITO in the County of CASSION

and State of TEXAS for and in consideration of the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION Dollars, in hand paid,

Convey and Warrant to MURRY F. KENNEDY

of the VILLAGE OF VILLA PARK County of DUPAGE

and State of ILLINOIS the following described Real Estate, to-wit:

LOT SEVEN (7) IN BLOCK TWELVE (12) IN ARDVILLA HIGHLANDS, A
RESUBDIVISION OF PART OF ARDMORE, A SUBDIVISION OF SECTIONS NINE
(9) AND TEN (10), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11),
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

situated in the VILLAGE of VILLA PARK in the County of DUPAGE

in the State of Illinois hereby releasing and waiving all rights under and by virtue of the
Homestead Exemption Laws of the State of Illinois.

SUBJECT TO GENERAL TAXES FOR THE YEAR OF 1950 PAYABLE IN 1951 AND
TO SUBSEQUENT TAXES.

Dated, This 30th day of NOVEMBER A. D. 1950



Seal
Seal
Seal
Seal

George B. Cassill Seal

Daisy Cassill Seal

Seal

Seal

State of New York }
County of New York } SS. J. J. Muckahy

is and for, and residing in said County, in the State aforesaid,
Do hereby Certify, that Ida W. Heisen

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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal seal, this 14th day of Sept A. D. 1920

NOTARY PUBLIC
No. 244 N. Y. County
My Commission Expires 19
Continues until March 30, 1921
J. J. Muckahy

NOTARY'S CERTIFICATE OF ACKNOWLEDGMENT

Form No. 72

Printed and for sale by the Chicago Legal News Co.

State of Illinois }
County of Cook } SS. I, MAY B. CONLEY
a Notary Public in and for the said County of Cook
in the State aforesaid, DO HEREBY CERTIFY, that

Charles C. Heisen
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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 16th day of September A. D. 1920
May B. Conley
Notary Public.



Trust Deed

Charles C. Heisen
Ida W. Heisen his wife
To
George W. Baker
Trustee

STATE OF ILLINOIS }
COUNTY OF COOK } SS. No. 144330

This instrument was filed for record in the Recorder's Office of COOK County aforesaid, on the 17th day of September 1920 at 10 o'clock A.M. and recorded in Book 90 of MORTGAGES on Page 114
Geo W Baker
RECORDED

375
to C. Heisen Trusting
1921 - 111 Adams Building
Chicago Ill.

mail to Geo. W. Baker
184 W. Wash. St.
Room 204
Chicago, Ill.

This Indenture, WITNESSETH, That the Grantor *s. Charles C. Heisen*
and *Ida W. Heisen his wife*

of the *city of Chicago* County of *Cook* and State of *Illinois*
for and in consideration of the sum of *Thirty-five hundred* Dollars

in hand paid, convey and warrant to *George W. Baker*
of the *city of Chicago* County of *Cook* and State of *Illinois* and to his successors in
trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described
real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appur-
tenant thereto, together with all rents, issues and profits of said premises, situated in the County of *Du Page*

State of *Illinois* to-wit: *The South half of lot sixty-two*
(S 1/2 lot 62.) in Ardmore according to the recorded
plat thereof. Said Ardmore being a subdivision
in sections nine and ten in Township
thirty-nine North, Range eleven, East of the
third principal meridian, together with the
buildings and improvements thereon and therein.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of *Illinois*
In Trust nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Grantor *s. Charles C. Heisen and Ida W. Heisen*
justly indebted upon *their* principal promissory note bearing even date herewith, payable *to the order*
of themselves signed, endorsed and delivered and due five
years after date thereof for the sum of thirty-five hundred
dollars with interest thereon at the rate of six per cent per
annum, payable semi-yearly, to wit, on the first day of
March and of September in each year, until said
principal sum with interest is fully paid.

at *the office of George W. Baker, in Chicago Illinois*
or such other place as the legal holder hereof may from time to time in a writing appoint.

The Grantor *s.* covenant *s.* and agree *s.* as follows: (1) to pay said indebtedness, and the interest thereon as herein
and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the first
day of July in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within
sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been
destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on
said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of
said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be
applied in reduction of said indebtedness; (6) to keep the said property tenantable and in good repair; and (7) not to suffer any
mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the
property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantee, or the holder of said
indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to
keep the said premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all
moneys so paid, the grantor *s.* agree *s.* to repay immediately without demand, and the same, with interest thereon from the date
of payment at seven per cent. per annum shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal
and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable
aid with interest thereon from time of such breach, at seven per cent. per annum shall be recoverable by foreclosure hereof, or by
suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the fore-
closure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or
completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor *s.*;
that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any
part of said indebtedness, as such, may be a party, shall also be paid by the grantor *s.*; that such expenses and disbursements
shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in
such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor
a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid.
The grantor *s.* waive *s.* all right to the possession of and income from said premises pending such foreclosure proceedings,
and until the period of redemption from any sale thereunder expires, and agree *s.* that upon the filing of any bill to foreclose this
Trust Deed, a Receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court be-
fore which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises,
and collect such income and the same. Less receivership expenditures, including repairs, insurance premiums, taxes, assessments
and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the
amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or
Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either
manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed
under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the
duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal
sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, me-
chanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

In the Event of the death, inability, removal or absence from said *County of Cook* of the grantee, or of his
refusal or failure to act, then *George W. Baker* of said County is hereby appointed to be
the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be
the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid
covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled
thereto on receiving his reasonable charges.

Witness the hand *s.* and seal *s.* of the grantor *s.* this *first* day of *September* A. D. 19*20*,

Seal *Seal*
Seal *Seal*
Seal *Seal*

State of Illinois

County of Dupage

ss.

J. Jesus M. Grammer

A Notary Public

in and for said County, in the State aforesaid, Do hereby Certify, That George M. Smith and Margaret F. Smith, his wife

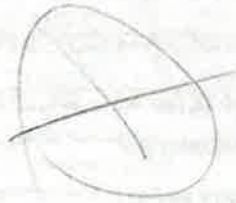
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this

30th day of July A. D. 19 35

Jesus M. Grammer

Notary Public



Quit-Claim Deed

George M. Smith and Margaret

F. Smith, his wife to

The Catholic Bishop of Chicago

A Corporation Sole

STATE OF ILLINOIS } ss. 196602
County of DuPage

This Instrument was filed for Record in the Recorder's Office of DuPage County aforesaid, on the 22nd day of July A. D. 1925 at 11 o'clock AM, and reentered in Book 167 of Deeds on page 384

Recorder
George M. Smith
Verna P. Smith
100 pd.

This Indenture Witnesseth, That the Grantor s...

George M. Smith and Margaret F. Smith, his wife,

of the Village of Villa Park in the County of Dupage

and State of Illinois for the consideration of

Ten dollars and other valuable consideration ~~1000000~~,

Convey and Quit-Claim to

The Catholic Bishop of Chicago, A Corporation Sole

of the City of Chicago in the County of Cook and

State of Illinois all interest in the following described Real Estate,

to-wit: The South one half of lot sixty-two (62) in Ardmore, Dupage

County, Illinois. Said premises being situated upon and a part

of the West half of the North West Quarter of section ten (10)

Township thirty nine (39) North, Range Eleven (11) East of the

third Principal Meridian in the Village of Villa Park, Dupage

County Illinois.

situated in the County of Dupage in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Witness the hand and seal of the said grantor this 20th day of July A.D. 1925

George M. Smith Seal

Margaret F. Smith Seal

Seal

Seal

Consideration less than one hundred dollars.

said Trustee, or any successor trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement or in any amendments thereto or modifications thereof, if any, and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

IN WITNESS WHEREOF, said Grantor.. has. hereunto set HIS..... hand.. and seal.. this FIFTH... day of APRIL... , A. D. 1951..

Henry F. Kennedy (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)

STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss.

I, GEORGE C. SMITH a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HENRY F. KENNEDY, A BACHELOR, IS

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 he.. signed, sealed and delivered the said instrument as HIS..... free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this FIFTH... day of... -APRIL... , A. D., 1951.

George C. Smith
Notary Public

Doc. # 623509
Record in Recorder's Office of Dupage County, Illinois, MAY 16 1951
Filed for

THIS INDENTURE WITNESSETH, That the Grantor HENRY F. KENNEDY, A BACHELOR

Village of Villa Park, County of DuPage and State of Illinois
of the City of Villa Park, County of DuPage and State of Illinois
for and in consideration of the sum of Ten dollars and other good and
and of other good and valuable considerations, receipt of which is hereby duly acknowl-
edged, Convey... and Warrant... unto MARTIN D. McNAMARA, Bishop of the Roman
Catholic Diocese of Joliet in the State of Illinois, as Trustee under the provisions of a
certain Trust Agreement dated the 31st day of December, 1949, and known as Roman
Catholic Diocese of Joliet Trust, the following real estate situated in the County of
DuPage and State of Illinois, to-wit:

LOTS SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWELVE
(12) IN ARDVILLA HIGHLANDS RESUBDIVISION OF PART OF
ARDMORE, A SUBDIVISION IN SECTIONS NINE (9) AND TEN
(10), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN
(11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

To HAVE AND TO HOLD the said real estate, the additions and accumulations thereto and the
rents, income and profits therefrom upon the trusts and for the uses and purposes herein and
in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to contract to sell, to grant
options to purchase, to sell on any terms at public or private sale and to assign, transfer, con-
vey and deliver all or any part of the real estate for cash or wholly or partly on credit with or
without security, or wholly or partly in exchange for other real or personal property; to lease
all or any of the real estate by leases to commence in praesenti or in futuro, on any terms, for
any considerations and for any period or periods not exceeding in the case of any single demise
a period of 198 years, and to amend, modify, extend or terminate any of such leases; to grant
easements or charges of any kind upon said real estate and to make contracts relating thereto;
to make and vacate subdivisions and resubdivisions of said real estate and to dedicate
highways, streets, alleys, parks and other public places thereon; to grade, fill, curb and pave
highways, streets and alleys and to improve parks and other public places; to construct side-
walks and to lay and maintain sewers, water and gas mains and pipes; to mortgage, pledge
or otherwise encumber said real estate, or any part thereof, and to deal with said real estate
and every part thereof in all other ways and for such other considerations as it would be law-
ful for any person owning the same to deal with the same, whether similar to or different from
the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in rela-
tion to said real estate, or to whom said real estate or any part thereof shall be conveyed, trans-
ferred, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust,
be obliged to see to the application of any purchase money, rent or money borrowed or
advanced on said real estate or be obliged to see that the terms of this trust have been com-
plied with, or be obliged to inquire into the authority, necessity or expediency of any act of

said Trustee, or any successor trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture, and in said Trust Agreement or in any amendments thereto or modifications thereof, if any, and (c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, mortgage, lease or other instrument.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantors hereby expressly waive and release any and all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois.

In WITNESS WHEREOF, said Grantor has hereunto set their hands and seals this 23rd day of August, 1955, A. D. 1955

73.24 day of August, 1955 (SEAL) (SEAL)
Edward F. Kulinski (SEAL) (SEAL)
Mary Margaret M. Kulinski (SEAL) (SEAL)
..... (SEAL) (SEAL)

STATE OF Illinois }
COUNTY OF DuPage } ss.

I, John W. Reedy a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Edward F. Kulinski and Mary Margaret M. Kulinski, his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN under my hand and notarial seal this 23rd day of August, A. D., 1955

John W. Reedy
Notary Public

My commission expires Jan 19 - 19 59.

Mail to J. W. Reedy
Willis Park, Ill.

770672

RECEIVED... (vertical stamp)

15
26 224-29328

THIS INDENTURE WITNESSETH, That the Grantor
Edward F. Kulinski and MARY Margaret M. Kulinski, his wife

Village of Villa Park, County of DuPage and State of Illinois.

for and in consideration of the sum of (\$10.00) Ten Dollars
and of other good and valuable considerations, receipt of which is hereby duly acknowl-
edged, Convey... and Warrant... unto MARTIN D. MoNAMARA, Bishop of the Roman
Catholic Diocese of Joliet in the State of Illinois, as Trustee under the provisions of a
certain Trust Agreement dated the 31st day of December, 1949, and known as Roman
Catholic Diocese of Joliet Trust, the following real estate situated in the County of
.. DuPage..... and State of Illinois, to-wit:

The South 50 feet of Lot 57 in Ardmore, a subdivision in Sections 9 and 10,
Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage
County, Illinois.

770672
OFFICE OF THE COUNTY RECORDER
AUG 25 1955 AT 3 35 PM
Recorder



009

To HAVE AND TO HOLD the said real estate, the additions and accumulations thereto and the
rents, income and profits therefrom upon the trusts and for the uses and purposes herein and
in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to contract to sell, to grant
options to purchase, to sell on any terms at public or private sale and to assign, transfer, con-
vey and deliver all or any part of the real estate for cash or wholly or partly on credit with or
without security, or wholly or partly in exchange for other real or personal property; to lease
all or any of the real estate by leases to commence *in praesenti* or *in futuro*, on any terms, for
any considerations and for any period or periods not exceeding in the case of any single demise
a period of 198 years, and to amend, modify, extend or terminate any of such leases; to grant
easements or charges of any kind upon said real estate and to make contracts relating thereto;
to make and vacate subdivisions and resubdivisions of said real estate and to dedicate
highways, streets, alleys, parks and other public places thereon; to grade, fill, curb and pave
highways, streets and alleys and to improve parks and other public places; to construct side-
walks and to lay and maintain sewers, water and gas mains and pipes; to mortgage, pledge
or otherwise encumber said real estate, or any part thereof, and to deal with said real estate
and every part thereof in all other ways and for such other considerations as it would be law-
ful for any person owning the same to deal with the same, whether similar to or different from
the ways above specified, at any time or times hereafter.

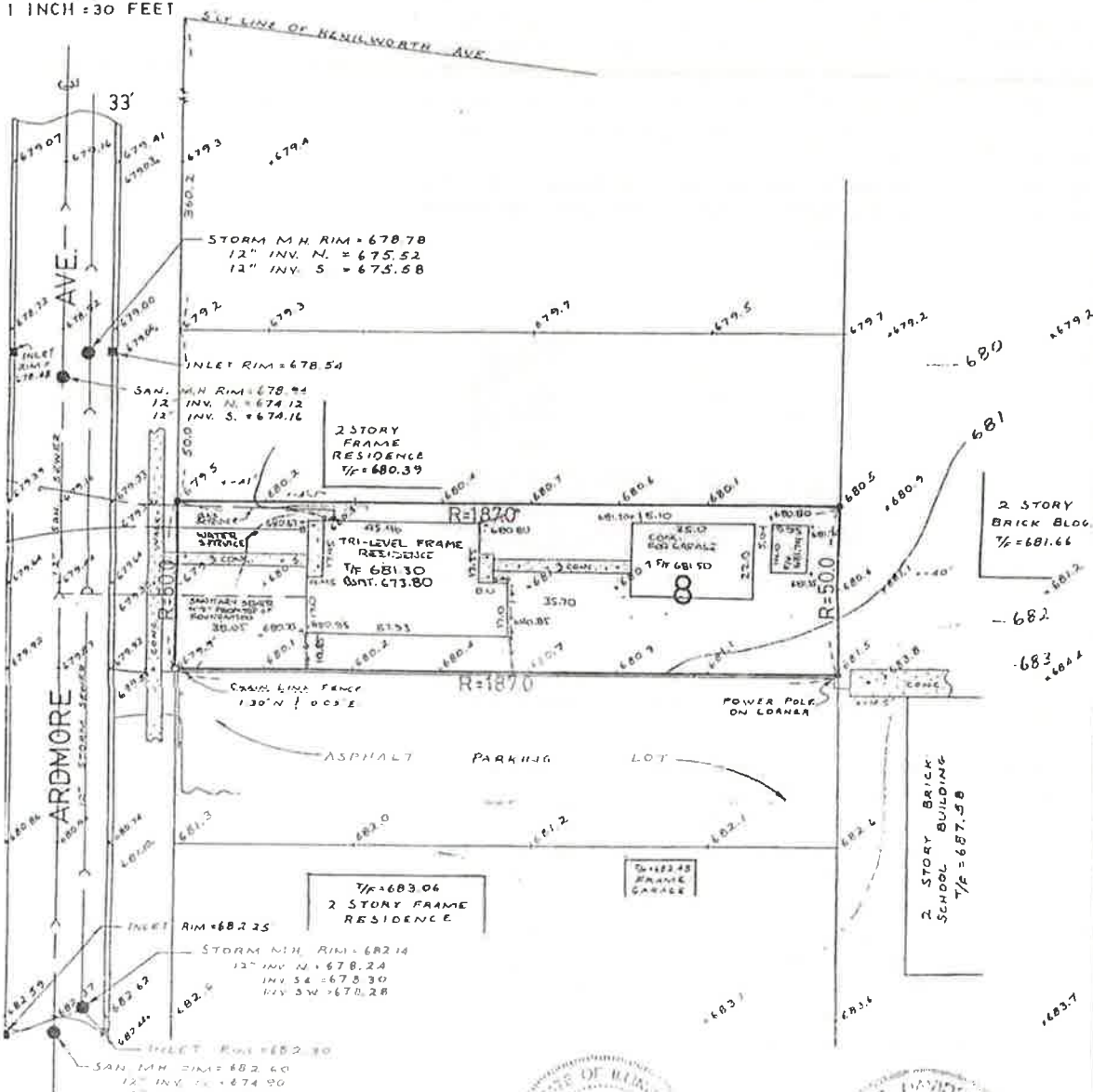
In no case shall any party dealing with said Trustee, or any successor in trust, in rela-
tion to said real estate, or to whom said real estate or any part thereof shall be conveyed, trans-
ferred, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust,
be obliged to see to the application of any purchase money, rent, or money borrowed or
advanced on said real estate or be obliged to see that the terms of this trust have been com-
plied with, or be obliged to inquire into the authority, necessity or expediency of any act of

PLAT OF SURVEY

OF

LOT 8 IN BLOCK 12 IN ARDILLA HIGHLANDS, BEING A RESUBDIVISION OF PART OF ARMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARDILLA HIGHLANDS RECORDED OCTOBER 10, 1922 AS DOCUMENT 159689, IN DU PAGE COUNTY, ILLINOIS.

1 INCH = 30 FEET



* FOUND IRON STAKE R = RECORD DISTANCE
 ○ SET IRON STAKE M = MEASURED DISTANCE

ADDRESS: 135 E ARDMORE AVE
 VILLA PARK, IL
 SURVEYED FOR:
 FILE NO.: SA-1574-A
 BOOK 12 PAGE 22-27

REFER TO DEED, TITLE POLICY AND LOCAL ORDINANCE FOR BUILDING RESTRICTIONS. NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.



TRI-ANGLE
LAND SURVEYORS &
ENGINEERING ASSOC., LTD.
 799 Roosevelt Road
 Building 2, Suite 202
 Glen Ellyn, IL 60137

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)
 I, JAMES E. DAVIDSON, III, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, AND THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, CORRECT AT 62°F.
 James E. Davidson, III
 ILLINOIS REGISTERED LAND SURVEYOR #2984
 DATE: February 23, 1993



Village of Villa Park

Community & Economic Development
11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-09 | 610 N. Michigan Ave. | Variation**

PETITIONER	OWNER
Alison and Austin Gardiner 610 N. Michigan Ave. Villa Park, IL 60181	Alison and Austin Gardiner 610 N. Michigan Ave. Villa Park, IL 60181

Request Summary

The Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Background

The petitioner would like to convert the existing garage into living space, and build a new attached garage. The new garage would attach inside the northeast corner of the existing house and attached garage. The new garage would be set back 21.64 feet from the front (east) property line. The current residence has a very unique shape that requires the homeowners to turn south to enter the garage. This new design would utilize the current driveway and allow the homeowners to pull straight into the garage. A new front porch is also proposed as part of the design. This porch would also have a front setback of 21.64 feet and would continue south of the proposed garage.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
Present Land Use: Residential
Property Size: 6,588.99 sq. ft. / 0.15 acres
PIN: 06-04-221-015

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
West: Residential Single-Dwelling District- RS-7.5
East: Residential Single-Dwelling District- RS-7.5
South: Residential Single-Dwelling District- RS-7.5

Surrounding Land Use

Residential
Residential
Residential
Residential

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The petitioner has specific size constraints due to the layout of the existing home. The proposed garage would attach to the northeast corner of the existing house and attached garage. The proposed porch would be on the front (east) side of the existing garage, which will be converted into living space. Both the garage and porch would have a setback of 21.64 feet from the front (east) property line. If the garage were to be made smaller to comply with setback regulations, the garage would be too shallow to fit a standard vehicle because of the location of the existing house. Per section 14.1.9, a covered porch may encroach into the front yard setback by 25% which would allow a setback of 22.5 feet for this porch. This proposed porch would encroach an additional 0.86 feet with a setback of 21.64 feet.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. The existing garage would be converted into living space. A new garage would be added to the northeast side of the residence. A new porch will be added to the front of the house, east of the existing garage that will be converted into living space. The new garage and porch would require a variation for the front setback. All other setbacks are in compliance with bulk regulations.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No comments in regard to building scale.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. With the proposed garage and porch, the lot coverage for the property would be 41.23%. The maximum permitted lot coverage for the RS-7.5 zoning district is 60%.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals' recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

- A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
The current configuration of my home and attached garage creates a hardship because the existing garage only allows for a single vehicle due to its angled layout and narrow interior space. Strict adherence to zoning regulations prevents me from building a functional two-car garage without significantly altering the structure of my home or removing essential interior living space. This makes it impractical to meet modern standards for off-street parking and basic family needs.
- B. A reasonable return or use of your property is not possible under the existing regulations because:**

Under the current zoning regulations, I am unable to expand or reconfigure the garage to accommodate two vehicles without encroaching into the front yard setback. This prevents full use of my property for common residential purposes such as safe, weather-protected parking for two cars. The inability to build a functional garage limits the value and useability of the property compared to similar homes in the area.

C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:

My property is uniquely shaped and the house is placed at an angle that restricts expansion options. The existing layout of the home, especially the positioning of the garage entrance, is not typical for other homes in the neighborhood or zoning district. This unique footprint limits the feasibility of adhering to current zoning standards without creating significant structural or functional issues.

D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:

The proposed variation is designed to blend with the existing style and character of the neighborhood. The new garage will be constructed in a manner consistent with surrounding homes and will not obstruct light or air flow to adjacent properties. It will not increase traffic or congestion, nor will it pose any risk to public safety, fire protection, or property values. In fact, the improved functionality of the home may enhance curb appeal and positively contribute to the neighborhood.

Notification

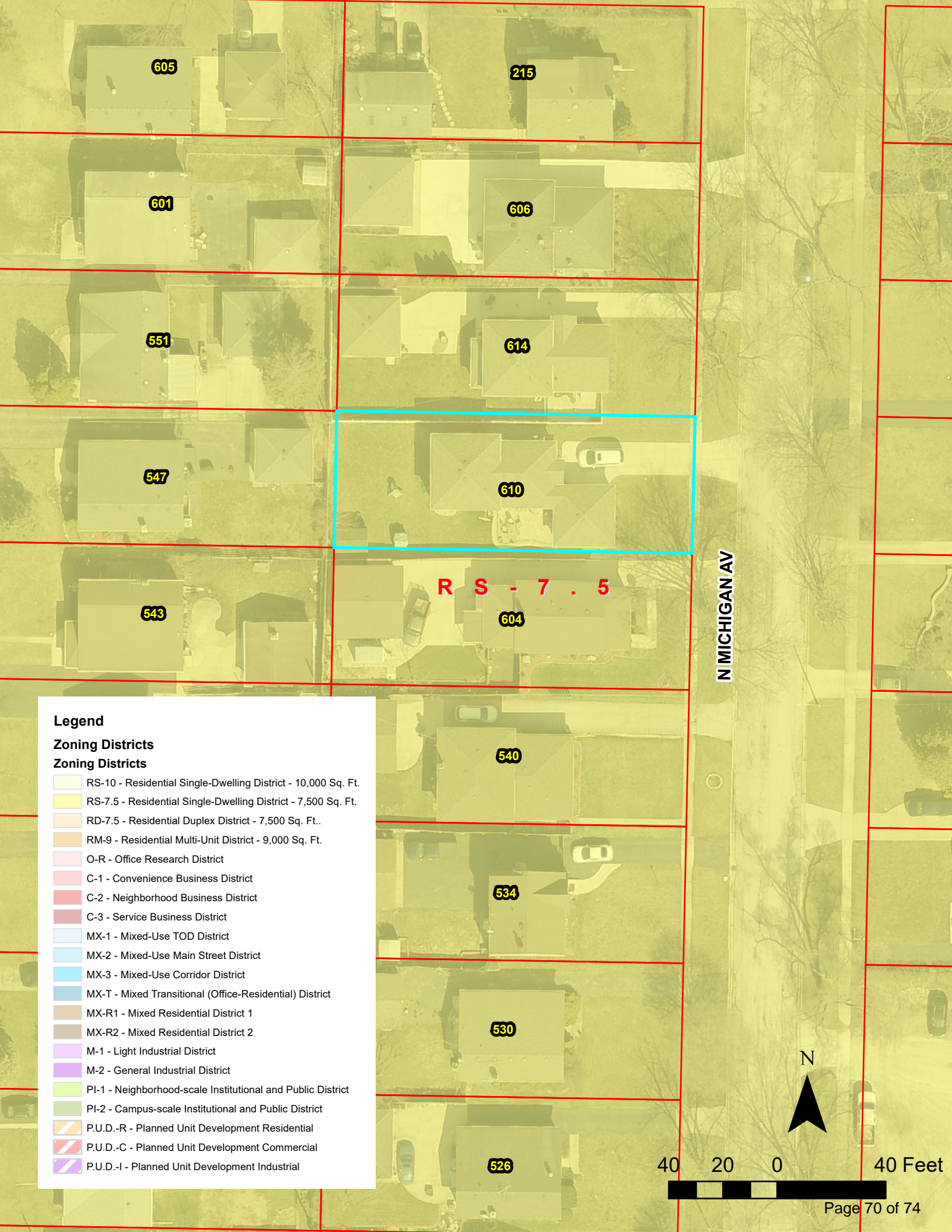
Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-09 for a variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Exhibit List






















- Exhibit A – Plan Set
- Exhibit B - Plat of Survey



Legend

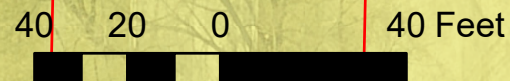
Zoning Districts

Zoning Districts

-  RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
-  RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
-  RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
-  RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
-  O-R - Office Research District
-  C-1 - Convenience Business District
-  C-2 - Neighborhood Business District
-  C-3 - Service Business District
-  MX-1 - Mixed-Use TOD District
-  MX-2 - Mixed-Use Main Street District
-  MX-3 - Mixed-Use Corridor District
-  MX-T - Mixed Transitional (Office-Residential) District
-  MX-R1 - Mixed Residential District 1
-  MX-R2 - Mixed Residential District 2
-  M-1 - Light Industrial District
-  M-2 - General Industrial District
-  PI-1 - Neighborhood-scale Institutional and Public District
-  PI-2 - Campus-scale Institutional and Public District
-  P.U.D.-R - Planned Unit Development Residential
-  P.U.D.-C - Planned Unit Development Commercial
-  P.U.D.-I - Planned Unit Development Industrial

N MICHIGAN AV

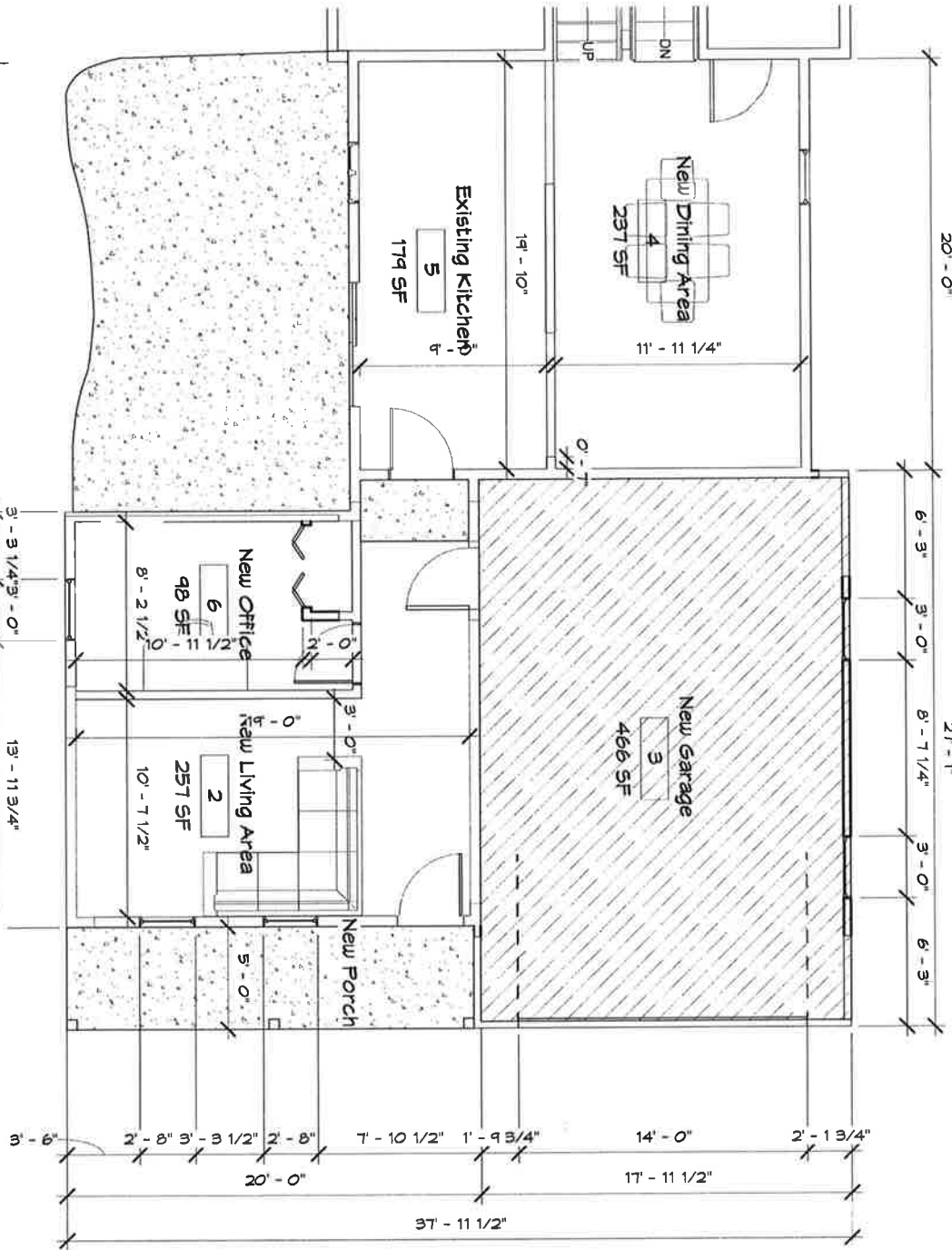
RS - 7 . 5





1 Z1 - New First Floor
3/16" = 1'-0"

CONCEPT 2



Project	25024	Phase	Z1
Date	06/30/2025		
Drawn by	AS NOTED		

Project Name and Address
Home Addition Renovation
 Mrs. Allison Sandherr
 610 N. Michigan Avenue
 Villa Park, IL 60181

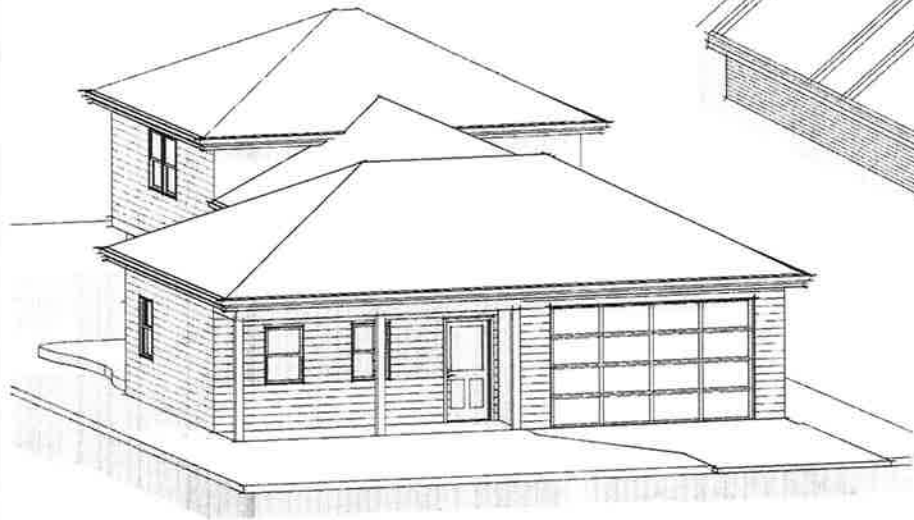


No.	Revision/Issue	Date

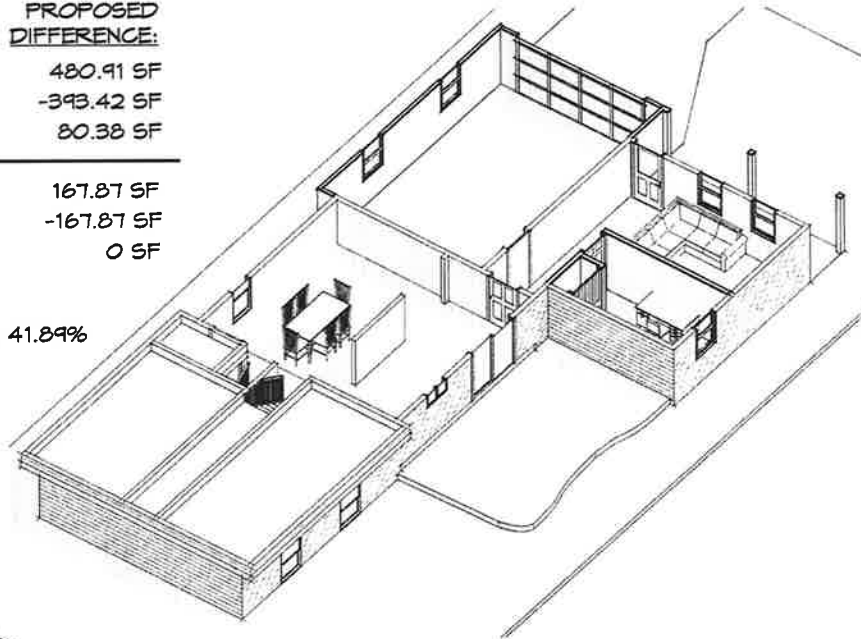
TOTAL LOT AREA: = 6,589.50 SF
 MAXIMUM LOT COVERAGE PERMITTED: = 56% OR 3,690.12 SF
 MINIMUM IMPERVIOUS SURFACE REQUIRED: = 50% OR 3,294.75 SF

	EXISTING CONDITION:	PROPOSED CONDITION:	PROPOSED DIFFERENCE:
HOUSE & GARAGE:	1,500 SF	1980.91 SF	480.91 SF
PAVING & WALKS:	972.38 SF	578.96 SF	-393.42 SF
DECKS, SHEDS & PORCHES:	118.67 SF	199.05 SF	80.38 SF
TOTAL COVERAGE	2,591.05 SF	2,758.92 SF	167.87 SF
PERVIOUS SURFACES	3,998.45 SF	3,830.58 SF	-167.87 SF
TOTAL LOT AREA	6,589.50 SF	6,589.50 SF	0 SF

FAR = $\frac{2,758.92 \text{ SF}}{6,589.50 \text{ SF}} = 0.4189$ TOTAL COVERAGE = 41.89%



① 3D View 1



② 3D View 2

No.	Revision/Issue	Date

FLINT
 THE SPARK OF ARCHITECTURAL BRILLIANCE
 214 South Astoriana • Lombard, IL 60148
 P: 630.963.0720 • F: 630.963.0763 • www.flintarch.com

Project Name and Address:
 Home Addition Renovation
 Mrs. Alison Gardiner
 610 N. Michigan Avenue
 Villa Park, IL 60181

Project: 25034	Sheet: Z2
Date: 06/30/2025	
Scale: AS NOTED	

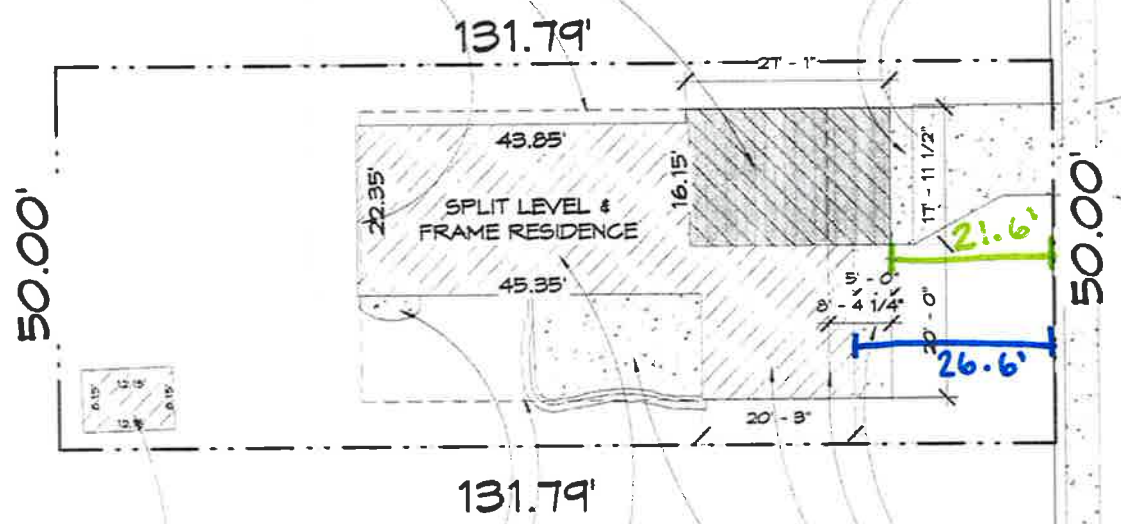
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 FLINT ARCHITECTS LLC

■ - New setback
 ■ - Current setback

N. MICHIGAN AVENUE

NEW GARAGE ADDITION
 6' SIDE YARD SETBACK
 40' REAR YARD SETBACK

NEW 3' - 0" WIDE CONCRETE APRON
 NEW CONCRETE DRIVEWAY



EXISTING SHED TO REMAIN
 EXISTING CONCRETE TO REMAIN
 6' SIDE YARD SETBACK
 EXISTING SPLIT LEVEL RESIDENCE TO REMAIN

NEW CONCRETE PORCH
 30' FRONT YARD SETBACK
 EXISTING FRAME RESIDENCE TO REMAIN
 EXISTING CONCRETE TO REMAIN

1 Z3- Site Plan
 1/16" = 1'-0"

No.	Revision/Issue	Date

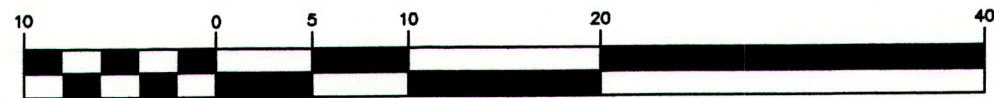


Project Name and Address
 Home Addition Renovation
 Mrs. Allison Gardner
 610 N. Michigan Avenue
 Villa Park, IL 60181

Sheet No. 25034
 Date 10/30/2025
 Scale AS NOTED
Z3

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 FLINT ARCHITECTS, LLC

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



PLAT OF SURVEY

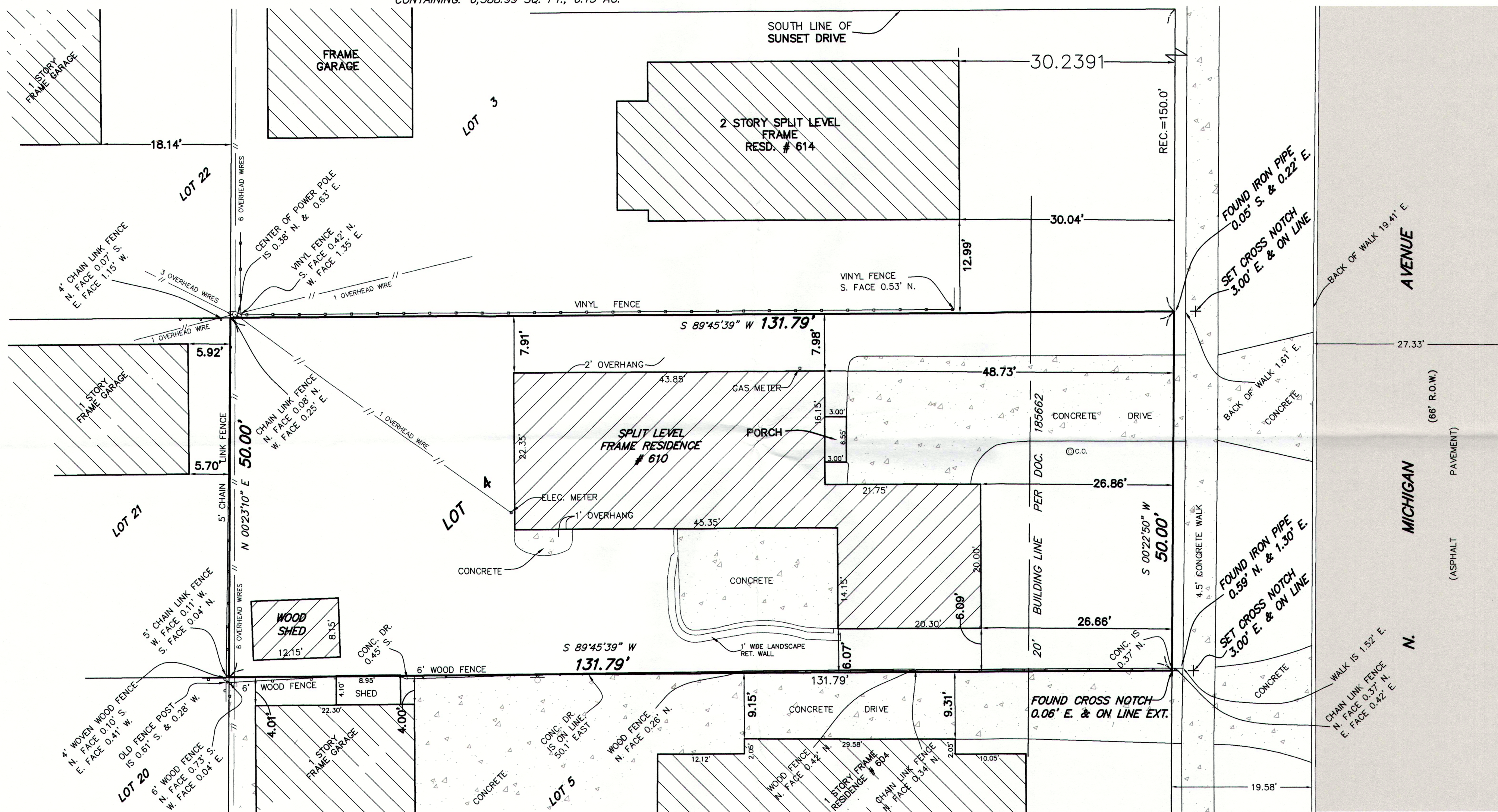
BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-6262

LOT 4 IN BLOCK 7 IN ARDMORE MANOR, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 3, 1942 AS DOCUMENT NUMBER 185662, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 610 N. MICHIGAN AVE., VILLA PARK, ILLINOIS.

CONTAINING: 6,588.99 SQ. FT., 0.15 AC.



BASE SCALE : 1 INCH = 10 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF

ORDERED BY : ALISON GARDINER
DRAWN BY : MMG
CHECKED BY : _____
SURVEYED BY : LR

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. 20552-25 U LOT 4

NOTES:

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES, RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

TIES OF SPLIT LEVEL FRAME RESIDENCE ARE TO CONCRETE FOUNDATION.

STATE OF ILLINOIS S.S.
COUNTY OF DUPAGE

WE, GENTILE AND ASSOCIATES, INC., HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

APRIL 15, _____ A.D. 2025

BY : [Signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2026
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

