



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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LakeZurich.org

AGENDA ITEM

56

MEMORANDUM

Date: July 6, 2020  
To: Ray Keller, Village Manager *RK*  
From: Sarosh Saher, Community Development Director  
CC: Tim Verbeke, Planner  
Mary Meyer, Building Services Supervisor  
Re: Zoning Application for 917 South Rand – Companion Animal Hospital  
Special Use Permit

**Issue**

JAS Development II LLC, (the “Applicant”), has filed a zoning application for the property at 917 South Rand Road (the “Subject Property”). Specifically, the applicant is seeking:

- Special Use Permit approval for the establishment and operation of a veterinary clinic providing Veterinary Services for Animal Specialties (0742) and Grooming Services for Pets (0752) on the Subject Property within the B-3 Regional Shopping District

**2014-2019 Strategic Plan:** This agenda item is consistent with the following objectives under Goal #2

- Expand the Village’s role as a major regional economic hub in Lake County
- Continue Route 12 Corridor Development
- Become more business friendly and customer oriented

**Analysis**

The Subject Property is located within the Village’s B-3 Regional Shopping District. The Applicant is proposing to establish an animal hospital with no boarding or doggy daycare. The Subject Property is a tenant space within an existing commercial building on an outlot at Deerpath Commons Retail Center. The existing multi-tenant building is approximately 10,200 square feet and has four tenant spaces. The Applicant proposes to rent approximately 2,200 square feet within

the space formerly occupied by Eddie Z’s Blinds and Drapery. The unit is located at the westerly end of the building.

The Planning and Zoning Commission (PZC) held public hearing on June 17, 2020, to consider the application and did not receive any comment or objection to the application. Following the close of the hearing, the PZC voted 7-0 in favor of recommending approval of the Special Use Permit to allow for the proposed animal clinic. No additional conditions were added by the PZC other than those initially recommended by staff. The video stream from the PZC meetings can be accessed via the following links:

June 17, 2020

<https://view.earthchannel.com/PlayerController.aspx?&PGD=lakezurichil&eID=453>

A detailed evaluation and summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is made a part of the attached Ordinance.

### **Recommendation**

At their meeting on June 17, 2020, the Planning and Zoning Commission recommended approval of the Special Use Permit incorporating the conditions for approval provided by staff in its report.

Staff therefore recommends approval of the attached ordinance, with its specific attachments based on the following conditions for approval that are contained within said ordinance:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
  - a. Zoning Application and Cover Letter dated May 20, 2020, and prepared by JAS Development II LLC
  - b. Exhibit A: Legal Description
  - c. Floor Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - d. Elevations, dated May 20, 2020, and prepared by JAS Development II LLC
  - e. Site Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - f. Plat of Survey, dated May 20, 2020, and prepared by JAS Development II LLC
  - g. Proof of Ownership, dated May 20, 2020, and prepared by JAS Development
2. The Applicant shall submit any proposals for onsite signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.

3. All activities related to the animal hospital shall be conducted wholly within the commercial tenant space at the Subject Property addressed at 917 South Rand Road within Deerpath Commons Retail Center.
  4. The special use constituting the veterinary clinic known as Companion Animal Hospital shall be located within and associated with the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center and shall be allowed to continue under successive ownership, or be allowed to relocate to any of the remaining three tenant spaces within the 4-tenant building located on Lot 2 of the subdivision, so long as the general location within such building, design and operation is in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this animal hospital use ceases operating at the Subject Property for a period of more than 365 days.
  5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- Approval Ordinance including the following exhibits
    - Exhibit A – Legal description of the subject property
    - Exhibit B – June 17, 2020 staff reports and planning and zoning commission recommendation/conditions and accompanying documentation

**ORDINANCE NO. 2020-\_\_\_\_\_ -\_\_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT**  
*Companion Animal Hospital, 917 South Rand Road*

WHEREAS, JAS Development II LLC, is the applicant (“Applicant”) for a special use permit, and the owner (“Owner”) of the property at 917 South Rand Road (“Subject Property”), for that rental space approximately 2,200 square feet within the existing multi-tenant building on the Subject Property, legally described in **Exhibit A** hereto; and

WHEREAS, Daniel Markwalder, as owner and operator of Companion Animal Hospital, wishes to lease tenant space from Applicant to establish an animal hospital with no boarding or doggy daycare at the Subject Property as described in the preceding paragraph, such use being classified as special uses in the B-3 Regional Shopping District; and

WHEREAS, Applicant seeks a special use permit to establish such animal hospital on the Subject Property; and

WHEREAS, the Applicant has filed zoning application PZC 2020-04, dated May 20, 2020 (the “Application”) seeking the approval of the following:

- Special Use Permit approval for the establishment and operation of a veterinary clinic providing Veterinary Services for Animal Specialties (0742) and Grooming Services for Pets (0752) on the Subject Property within the B-3 Regional Shopping District

WHEREAS, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on June 1, 2020, in The Daily Herald, and the Village posted a public hearing sign on the Subject Property on June 1, 2020, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission on June 17, 2020, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the Lake Zurich Planning and Zoning Commission received and considered the STAFF REPORT dated June 17, 2020, which was provided to the Commission for the meeting, addressing the request for approval of said Special Use Permit to allow for the establishment and operation of this veterinary clinic providing specialized services for pets on the Subject Property in the B-3 Regional Shopping District; and

WHEREAS, the Lake Zurich Planning and Zoning Commission considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the Planning and Zoning Commission recommended that the Board of Trustees approve the zoning approval requested in this Application, subject to those conditions of approval recommended by Village staff; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich met on July 6, 2020, and considered the findings and recommendations of the Planning and Zoning Commission, including the STAFF REPORT dated June 17, 2020, all consisting of 10 pages, said required zoning standards, findings and recommendations attached hereto as **Exhibit B** and having considered all of the facts and circumstances affecting the Application and these recommended approvals, the President and Board of Trustees have determined that the applicable standards related to this special use approval has been met.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

**SECTION 1: ADOPTION AND INCORPORATION OF RECITALS.** The foregoing recitals, findings, recommendations, exhibits and plans are incorporated herein as findings and requirements of the President and Board of Trustees, and Exhibits referenced herein are made a part of and incorporated into this Ordinance and related approval, except as otherwise provided below.

**SECTION 2: GRANT OF SPECIAL USE PERMIT.** The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 4 (Section 9-4-3) and Chapter 19 of the Lake Zurich Zoning Code, hereby grant the following approval, as shown and provided in the STAFF REPORT dated June 17, 2020, and final findings and recommendations of the Planning and Zoning Commission dated, all consisting of 10 pages, attached hereto as **Exhibit B**, and submitted as part of the zoning application:

- Special Use Permit approval for the establishment and operation of a veterinary clinic providing Veterinary Services for Animal Specialties (0742) and Grooming Services for Pets (0752) on the Subject Property within the B-3 Regional Shopping District

And subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
  - a. Zoning Application and Cover Letter dated May 20, 2020, and prepared by JAS Development II LLC
  - b. Exhibit A: Legal Description
  - c. Floor Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - d. Elevations, dated May 20, 2020, and prepared by JAS Development II LLC
  - e. Site Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - f. Plat of Survey, dated May 20, 2020, and prepared by JAS Development II LLC
  - g. Proof of Ownership, dated May 20, 2020, and prepared by JAS Development
2. The Applicant shall submit any proposals for onsite signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.
3. All activities related to the animal hospital shall be conducted wholly within the commercial tenant space at the Subject Property addressed at 917 South Rand Road within Deerpath Commons Retail Center.
4. The special use constituting the veterinary clinic known as Companion Animal Hospital shall be located within and associated with the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center and shall be allowed to continue under successive ownership, or be allowed to relocate to any of the remaining three tenant spaces within the 4-tenant building located on Lot 2 of the subdivision, so long as the general location within such

building, design and operation is in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this animal hospital use ceases operating at the Subject Property for a period of more than 365 days.

- 5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

**SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS.** The findings, conditions and recommendations as set forth in the STAFF REPORT dated June 17, 2020, and the PZC recommendations, all consisting of 10 pages, along with the filings provided to the PZC, Chapter 6 (Section 9-6-3) and Chapter 19 of the Lake Zurich Zoning Code, are hereby accepted as the Board’s own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

**SECTION 4: SEVERABILITY.** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 5: CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Tom Poynton

ATTEST:

\_\_\_\_\_  
Village Clerk  
Kathleen Johnson

## EXHIBIT A

### Legal description of the Subject Property

#### PARCEL 1:

LOTS 1, 2 AND 3 IN DEERPATH COMMONS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF DEERPATH COMMONS SUBDIVISION BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 28 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 15, 2013 AS DOCUMENT NO. 7045933

#### PARCEL 2:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS PARKING AND MAINTENANCE FOR THE BENEFIT OF LOT 1 IN PARCEL 1 DATED MARCH 22, 2006 AND RECORDED JULY 2, 2013 AS DOCUMENT NO. 7009624 MADE BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND JAS DEVELOPMENT, LLC.

#### PARCEL 3:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS PARKING AND MAINTENANCE FOR THE BENEFIT OF LOT 2 IN PARCEL 1 AND LOT 3 IN PARCEL 1 DATED MARCH 22, 2006 AND RECORDED JULY 2, 2013 AS DOCUMENT NO. 7009625 MADE BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND JAS DEVELOPMENT, LLC.

#### PARCEL 4:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, AND EGRESS FOR THE BENEFIT OF LOT 1 AND LOT 3 IN PARCEL 1 DATED AUGUST 1, 2017 AND RECORDED AUGUST 10, 2017 AS DOCUMENT NO. 7418703, AS AMENDED AND RESTATED BY AGREEMENT RECORDED AUGUST 20, 2018 AS DOCUMENT 7507005 BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND SPARROW RIDGE PLAZA, LLC.

#### PARCEL 5:

CROSS ACCESS EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOT 1 IN PARCEL 1 AND LOT 3 IN PARCEL 1 AND THE PROPERTY EAST AND ADJOINING THE LANDS AS GRANTED AND SHOWN ON PLAT OF SUBDIVISION RECORDED JULY 30, 2018 AS DOCUMENT 7501961.

**EXHIBIT B**

Exhibit B – June 17, 2020 staff reports and planning and zoning commission  
recommendation/conditions and accompanying documentation





*At the Heart of Community*

**COMMUNITY SERVICES DEPARTMENT**  
Building and Zoning Division

505 Telser Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

**APPLICATION PZC 2020-04**  
**PZC Hearing Date: June 17, 2020**

**AGENDA ITEM 4.B**

**STAFF REPORT**

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor  
Tim Verbeke, Planner

Date: June 17, 2020

Re: 2020-04 – Special Use Permit  
917 South Rand – Companion Animal Hospital

**SUBJECT**

JAS Development II LLC, (the “Applicant”) proposes to establish an animal hospital with no boarding or doggy daycare at the property commonly known as 917 South Rand Road. The applicant requests a Special Use permit for the establishment of the veterinary clinic and its component uses within the B-3 Regional Shopping Business district.

**GENERAL INFORMATION**

Requested Action: Special Use Permit

Current Zoning: B-3 Regional Shopping Business District

Current Use: Vacant Tenant Space

Property Location: 917 South Rand Road

Applicant: JAS Development II LLC on behalf of  
Daniel Markwalder d/b/a Companion Animal Hospital

Owner: JAS Development II LLC

Staff Coordinator: Tim Verbeke, Planner

## LIST OF EXHIBITS

- A. Legal Description
- B. Public Hearing Sign
- C. Site Photos
- D. Aerial Map
- E. Zoning Map
- F. Parcel Map
- G. Development Application and Attachments
- H. Development Review Comments

## BACKGROUND

JAS Development II LLC d/b/a The Fidelity Group on behalf of Daniel Markwalder d/b/a Companion Animal Hospital (the “Applicant”), is the Applicant for the animal hospital that is proposed to be located in 917 South Rand Road, which is a tenant space within an existing commercial building on an outlot at Deerpath Commons Retail Center, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on May 20, 2020 (the “Application”) seeking:

- Special Use Permit approval for the establishment and operation of a veterinary clinic providing Veterinary Services for Animal Specialties (0742) and Grooming Services for Pets (0752) on the Subject Property within the B-3 Regional Shopping District

The Subject Property is located within the Village’s B-3 Regional Shopping District. The existing Outlot within Deerpath Commons currently houses tenant spaces occupied by “Be New Pilates,” and “SW Massage,” and the recently vacated “Meat and Potatoes Eatery.” The proposed animal clinic will occupy the corner tenant space formerly occupied by “Eddie Z Blinds and Drapery.”

Companion has been looking to expand in the Lake Zurich area since 2018 and has explored locations along Rt 22 and Rt 12. This will be the Applicants second clinic in Lake Zurich with the first being located at 900 Winnetka Terrace. That location will continue to operate as currently maintained.

### *Existing Conditions*

The Subject Property is zoned within the B-3 Regional Shopping Business District, located along the Route 12 corridor. This parcel currently contains approximately 1.5-acres of developed land, a drive through facility and a parking lot. The parking lot is used for shared parking for the entire Deerpath Commons Retail Center. There are approximately 88 parking spaces immediately adjacent to the outlot on the site that will continue to remain as currently configured. The much larger parking field that supports the Deerpath Commons Retail Center will also continue supporting any additional parking capacity that the outlot or Subject Property needs. The Department of Motor Vehicles currently uses the parking lot behind the Subject Property as a “driving test site” but that is not expected to impact the proposed Animal Hospital.

The property is surrounded by commercial uses on three sides. Two residential lots within the Meadows of Lake Zurich Subdivision back up to the westerly lot line of the property.

Access to the development is from a common right-in, right-out access to the shopping center from Rand Road and by means of internal circulation within the parking lots. Additional access is also provided by a shared private driveway that runs through the automotive use (Hawkeye Automotive) to the west.

The subdivision was developed with adequate stormwater management facilities to accommodate the development of the subject property.

### *Proposal*

The Animal Hospital is proposed to operate within a 2,200 square-foot retail tenant space within the 10,200 square-foot building constructed on an outlot at Deerpath Commons Retail Center. The unit is located at the westerly end of the building. The clinic is proposed to accommodate 4 exam rooms and a treatment facility.

The facility is intended to operate between 8:00 a.m. and 7:00 p.m., 5 days a week, 8:00 a.m. to 2:00 p.m. on Saturdays and closed on Sundays, employing 5 employees. There is no overnight boarding planned for this facility, and if the need arises in the future, a request for zoning approval will be submitted. This veterinary clinic will service smaller domestic animals including cats, dogs, and small exotics.

Animal Hospitals are classified as “Veterinary Services for Animal Specialties (0742)” and “Grooming Services for Pets (0752).” These land uses are allowed as Special Uses within the B-3 district.

Pursuant to public notice published on June 1, 2020, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for June 17, 2020, to consider the Application. On June 1, 2020, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, its location within an established retail center and its smaller operational footprint with no overnight or outdoor activity, courtesy review was not recommended.
- B. Zoning History.** The subject property is a tenant space within the Deerpath Commons Retail Center which was built in 2006, and has been owned by the same owner for the life of the development. The property is zoned within the B-3 – Regional Shopping business district. Deerpath Commons Retail Center has seen a number of retail and service land uses since its construction and continues to serve the larger demographic of the region that travels along the Route 12 corridor.

The Applicant has been operating in Lake Zurich at 900 Winnetka Terrace for the past 3 years. The business has since expanded and the Applicant now intends to open a second location in Lake Zurich, more focused on surgical procedures. The business is looking to expand operations at 917 South Rand Road within the 2,200 square-foot space which would accommodate 4 exam rooms and a treatment facility.

- C. Surrounding Land Use and Zoning.** The subject property is located on Route 12, which is a major commercial arterial. The land immediately to the east of the Subject Property is zoned B-3 Regional Shopping district and improved with the remaining portion of Deerpath Commons and supports a variety of commercial uses. The land farther to the southeast is developed with the recently completed Sparrow Ridge Plaza retail center. The properties to the west are zoned within the R-5 Multi-Family Residential District and improved with older construction single family homes which are a part of The Meadows subdivision. To the north of the Subject Property and across Route 12, the property is zoned B-1 Local and Community Business and is improved with similar but smaller multi-tenant commercial buildings. The property to the south is zoned within the OS Open Space district and was set aside as a stormwater detention/natural conservation area at the time of the development of the subject retail center.
- D. Trend of Development.** The subject property is located along the thriving Route 12 commercial corridor that traverses the southern side of the Village. The accessibility and high visibility from a major north-south arterial such as Route 12 makes the Subject Property a desirable location for many retail- and service-oriented businesses.
- E. Zoning District.** Three (3) zoning districts are provided for business and commercial uses. When taken together, these districts are intended to permit development of property for the full range of business and commercial uses needed to serve the citizens of Lake Zurich and the surrounding suburban area. The B-3 regional shopping district is intended to provide locations for major retail centers. The regulations are designed to encourage a broad range of attractive retail and compatible service uses in those centers.

## GENERAL FINDINGS

As it relates to the proposed Special Use Permit, Chapter 19 of the Zoning Code entitled “Special Use Permits” provides for special uses that have some special impact or uniqueness that requires a careful review of their location, design, configuration, and special impact to determine, against fixed standards, the desirability of permitting their establishment on any given site. They are uses that may or may not be appropriate in a particular location depending on a weighing, in each case, of the public need and benefit against the local impact and effect. The standards for special uses examine the location, design and operational characteristics of a use. Staff offers the following findings on specific sections of the Code.

## Standards for Special Use Permits

A. General Standards. No special use permit shall be recommended or granted pursuant to this Chapter unless the applicant shall establish that:

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive Plan.

**Staff Response: Standard met. The development will continue to remain in substantial conformance with the purpose and intent of the B-3 Regional Shopping District, and the land use designation of the adopted Comprehensive Plan.**

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

**Staff Response: Standard met. The business is consistent with commercial-oriented development along the Route 12 corridor. The business is proposed to operate entirely within the tenant space and will not have any substantial or undue adverse effect upon any adjacent properties and will not adversely impact the public health, safety, and general welfare of the Village. Veterinary clinics continue to exist within shopping centers within the Village and operate with no undue adverse impacts.**

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

**Staff Response: Standard Met. The property on which the veterinarian clinic is proposed is largely surrounded by commercial buildings and uses. The proposed land use will therefore not have any detrimental impact on immediately surrounding commercial property. Additionally, the proposed use will not have any negative impact on residential buildings to the west which lie approximately 125 feet away.**

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

**Staff Response: The property is currently served with adequate public utilities and services provided by the village.**

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

**Staff Response: Standard met. The proposed veterinarian clinic intends to use existing access points, driveways and parking constructed as part of the subdivision. The parking lot is subject to a shared access, parking and maintenance agreement and was constructed to accommodate the parking demand for a 4-tenant building at full capacity plus the entire Deerpath Commons development.**

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

**Staff Response: Not applicable. The property on which the land use is proposed has been previously developed. There are therefore no features of natural, scenic, or historic importance that will be affected.**

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

**Staff Response: Standard met. There are no additional standards imposed on the land use by the code. The proposed location will not include an outdoor pet walking/exercise area.**

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

**Staff Response: Standard met. The Applicants have presented that there is a desire and need for veterinarian services in the Village of Lake Zurich. The addition of a veterinarian clinic will ease the strain on other local clinics and bring business to the Village. The land use will also fill a previously vacant tenant space.**

- B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

**Staff Response: Standard met. Staff has not identified any additional special standards required for the proposed Special Use Permit.**

C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

**Staff Response: Standard met. Improving an empty storefront with a thriving business will benefit the Village of Lake Zurich and its residents.**

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

**Staff Response: the Applicant has explored numerous, locations within village but has not been able to find a space that suited their needs or was compatible to adjacent properties. The property is currently under contract by the Applicants.**

**The land use pertaining to Veterinary services for animal specialties is classified as a special use in the B-3 zoning district. In as much as a veterinarian clinic may be located in other areas, the subject property offers the ability of the owner to establish a use that is appropriate for the property and in the area of the community in which it is proposed.**

3. Mitigation of Adverse Impacts. Whether all steps possible have been taken to minimize any substantial or undue adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

**Staff Response: Standard met. The retail center has been developed to prevent any undue adverse effect on itself or on surrounding property in relation to its location, design and operation.**

**The animal hospital is intended to be operated entirely within the tenant space of the building. No overnight or outdoor activity is proposed at this location. The land use will therefore minimal impact on the subject property or surrounding properties.**

## RECOMMENDATION

The recommendation of the Planning and Zoning Commission should be based on the standards included in the following Sections of the Lake Zurich Municipal Code:

- Section 9-19-3: Standards for Special Use Permits

Based on the review of staff, the standards for approval have been met and therefore staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Staff of the Community Development Department therefore recommends the approval of Application PZC 2020-04, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
  - a. Zoning Application and Cover Letter dated May 20, 2020, and prepared by JAS Development II LLC
  - b. Exhibit A: Legal Description
  - c. Floor Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - d. Elevations, dated May 20, 2020, and prepared by JAS Development II LLC
  - e. Site Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - f. Plat of Survey, dated May 20, 2020, and prepared by JAS Development II LLC
  - g. Proof of Ownership, dated May 20, 2020, and prepared by JAS Development
2. The Applicant shall submit any proposals for onsite signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by village staff.
3. All activities related to the animal hospital shall be conducted wholly within the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center.
4. The special use constituting the veterinary clinic known as Companion Animal Hospital shall be located within and associated with the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center and shall be allowed to continue under successive ownership, or be allowed to relocate to any of the remaining three tenant spaces within the 4-tenant building located on Lot 2 of the subdivision, so long as the general location within such building, design and operation is in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this animal hospital use ceases operating at the property for a period of more than 365 days.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,

Tim Verbeke  
Planner



**LAKE ZURICH PLANNING & ZONING COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS**

**FOR 917 S RAND RD – ANIMAL CLINIC  
JUNE 17, 2019**

The Planning & Zoning Commission recommends approval of Application PZC 2020-04, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **June 17, 2020** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
  - a. Zoning Application and Cover Letter dated May 20, 2020, and prepared by JAS Development II LLC
  - b. Exhibit A: Legal Description
  - c. Floor Plan, dated May 20, 2020, and prepared by JAS Development II LLC
  - d. Elevations, dated May 20, 2020, and prepared by JAS Development II LLC
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3. All activities related to the animal hospital shall be conducted wholly within the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center.
4. The special use constituting the veterinary clinic known as Companion Animal Hospital shall be located within and associated with the tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center and shall be allowed to continue under successive ownership, or be allowed to relocate to any of the remaining three tenant spaces within the 4-tenant building located on Lot 2 of the subdivision, so long as the general location within such building, design and operation is in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this animal hospital use ceases operating at the property for a period of more than 365 days.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
  - Without any further additions, changes, modifications and/or approval conditions.
  - With the following additions, changes, modifications and/or approval conditions:

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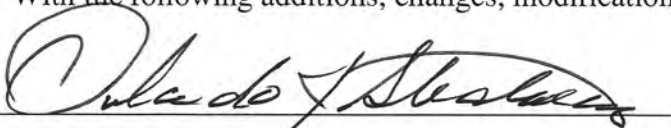
Planning & Zoning Commission Chairman

**LAKE ZURICH PLANNING & ZONING COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS**

**FOR 917 S RAND RD – ANIMAL CLINIC  
JUNE 17, 2019**

The Planning & Zoning Commission recommends approval of Application PZC 2020-04, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **June 17, 2020** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
    - a. Zoning Application and Cover Letter dated May 20, 2020, and prepared by JAS Development II LLC
    - b. Exhibit A: Legal Description
    - c. Floor Plan, dated May 20, 2020, and prepared by JAS Development II LLC
    - d. Elevations, dated May 20, 2020, and prepared by JAS Development II LLC
    - e. Site Plan, dated May 20, 2020, and prepared by JAS Development II LLC
    - f. Plat of Survey, dated May 20, 2020, and prepared by JAS Development II LLC
    - g. Proof of Ownership, dated May 20, 2020, and prepared by JAS Development
  2. The Applicant shall submit any proposals for onsite signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by village staff.
  3. All activities related to the animal hospital shall be conducted wholly within the commercial tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center.
  4. The special use constituting the veterinary clinic known as Companion Animal Hospital shall be located within and associated with the tenant space addressed at 917 South Rand Road within Deerpath Commons Retail Center and shall be allowed to continue under successive ownership, or be allowed to relocate to any of the remaining three tenant spaces within the 4-tenant building located on Lot 2 of the subdivision, so long as the general location within such building, design and operation is in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this animal hospital use ceases operating at the property for a period of more than 365 days.
  5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- Without any further additions, changes, modifications and/or approval conditions.
- With the following additions, changes, modifications and/or approval conditions:



Planning & Zoning Commission Chairman

**EXHIBIT A**  
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

LOTS 1, 2 AND 3 IN DEERPATH COMMONS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF DEERPATH COMMONS SUBDIVISION BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 28 AND THE NORTHEAST ¼ OF THENORTHEAST ¼ OF SECTION 29, ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 15, 2013 AS DOCUMENT NO. 7045933

PARCEL 2:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS PARKING AND MAINTENANCE FOR THE BENEFIT OF LOT 1 IN PARCEL 1 DATED MARCH 22, 2006 AND RECORDED JULY 2, 2013 AS DOCUMENT NO. 7009624 MADE BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND JAS DEVELOPMENT, LLC.

PARCEL 3:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS PARKING AND MAINTENANCE FOR THE BENEFIT OF LOT 2 IN PARCEL 1 AND LOT 3 IN PARCEL 1 DATED MARCH 22, 2006 AND RECORDED JULY 2, 2013 AS DOCUMENT NO. 7009625 MADE BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND JAS DEVELOPMENT, LLC.

PARCEL 4:

RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, AND EGRESS FOR THE BENEFIT OF LOT 1 AND LOT 3 IN PARCEL 1 DATED AUGUST 1, 2017 AND RECORDED AUGUST 10, 2017 AS DOCUMENT NO. 7418703, AS AMENDED AND RESTATED BY AGREEMENT RECORDED AUGUST 20, 2018 AS DOCUMENT 7507005 BY AND BETWEEN DEERPATH COMMONS RETAIL CENTER LLC AND SPARROW RIDGE PLAZA, LLC.

PARCEL 5:

CROSS ACCESS EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOT 1 IN PARCEL 1 AND LOT 3 IN PARCEL 1 AND THE PROPERTY EAST AND ADJOINING THE LANDS AS GRANTED AND SHOWN ON PLAT OF SUBDIVISION RECORDED JULY 30, 2018 AS DOCUMENT 7501961.

P.I.N. - 14-28-112-002, 14-29-210-025, 14-29-210-026

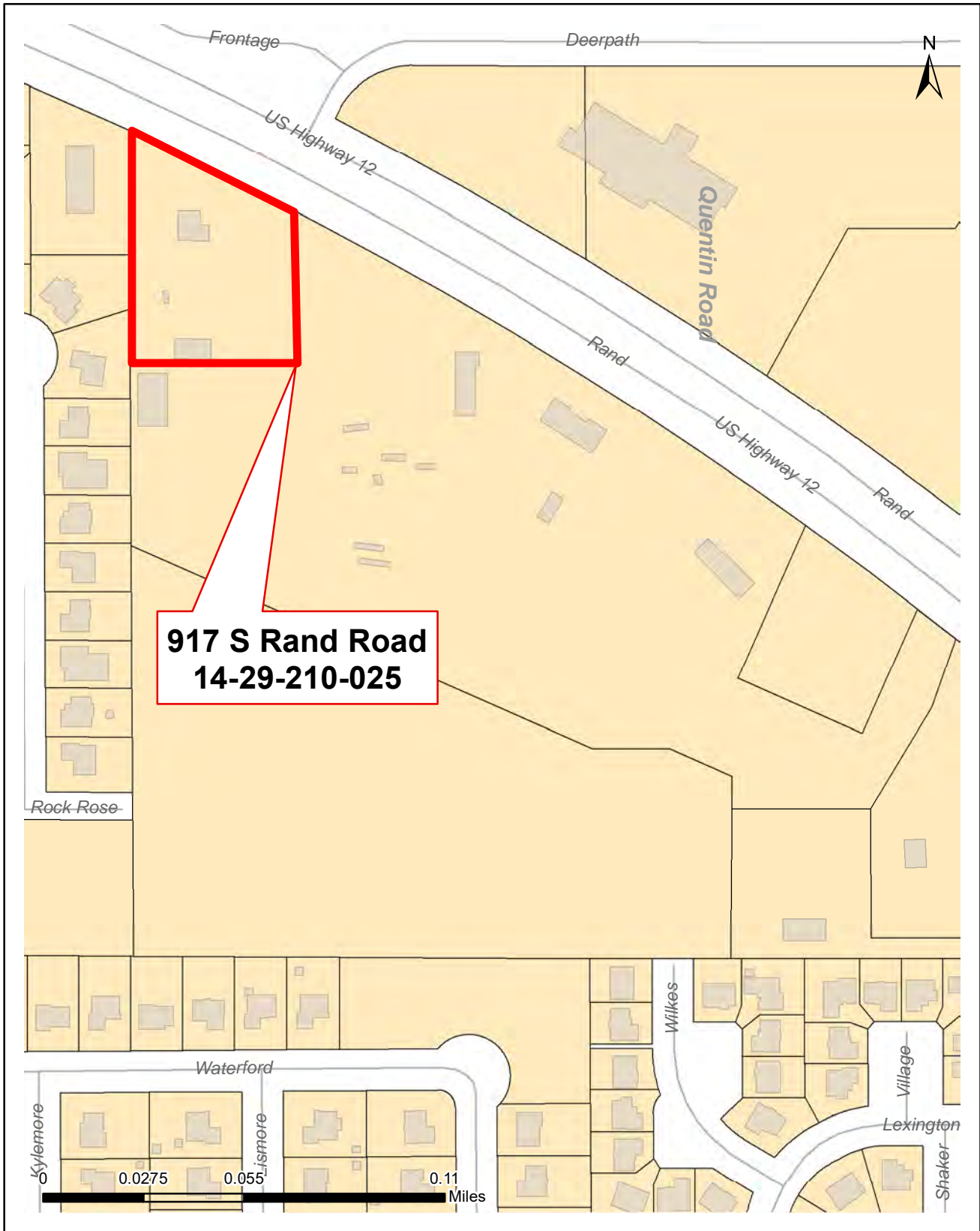
**EXHIBIT B**  
PUBLIC HEARING SIGN AT SUBJECT PROPERTY





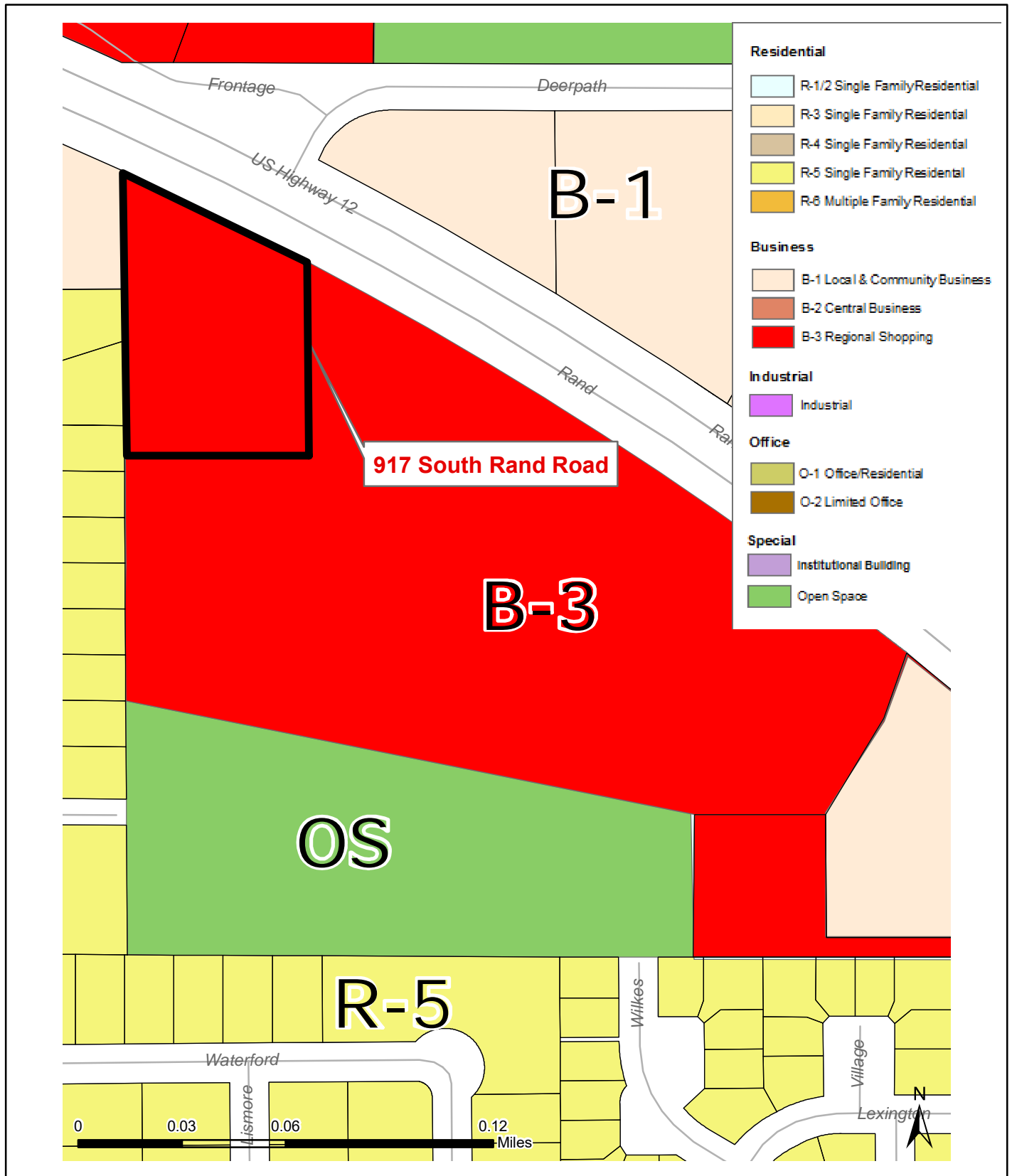
**Aerial Map of 917 South Rand Road, Lake Zurich**





**Parcel Map of 917 South Rand Road, Lake Zurich**





**Zoning Map of 917 South Rand Road, Lake Zurich**





# ZONING APPLICATION

Community Development Department  
505 Telser Rd.  
Lake Zurich, IL 60047  
Phone: (847) 540-1696  
Fax: (847) 540-1769

(Please Type or Print)

- Address of Subject Property: 917 South Rand Road
- Please attach complete legal description
- Property Identification number(s): 14-29-210-025
- Owner of record is: Deerpath Commons Retail Center, LLC. Phone: 847-438-5000  
E-Mail jason.sfire@fidelitygrouppltd.com Address: 745 Ela Road Lake Zurich, IL 60047
- Applicant is (if different from owner): Daniel Markwalder Phone: \_\_\_\_\_  
E-Mail \_\_\_\_\_ Address: \_\_\_\_\_
- Applicant's interest in the property (owner, agent, realtor, etc.): Owner
- All existing uses and improvements on the property are: B-3 Retail
- The proposed uses on the property are: B-3 Zoning Approved Special Use to Animal Hospital
- List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:  
None
- Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:  
None
- For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT. THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

\_\_\_\_\_  
(Name of applicant) (Signature of applicant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_

**Jason Alan Sfire**  
**President/Owner**

\_\_\_\_\_  
(Name of Owner, if different) (Signature of Owner, if different)

Subscribed and sworn to before me this 19<sup>th</sup> day of May, 2020.

Sandra Murga  
(Notary Public)



My Commission Expires 8/8/2023



Please indicate what form of zoning relief your application requires. For assistance, please contact Staff:

Zoning Code **Map** Amendment to change zoning of Subject Property from \_\_\_\_ to \_\_\_\_

Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code \_\_\_\_\_

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

Special Use Permit/Amendment for 917 South Rand Road

(See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

Planned Unit Development/Major Adjustment/Amendment

(Planned Unit Developments are a distinct category of special use and are intended to create a more desirable environment than through strict application of the zoning and subdivision regulations. See Section 22-105 of the Lake Zurich Zoning Code for specific standards. Please list all the 'modifications' requested in the cover letter.)

Variation for \_\_\_\_\_

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

Modification to the Land Development Code (includes retaining walls more than 2 feet in height)

(See Section 10-6-18 of the Land Development Code for specific standards.)

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Preliminary Plat of Subdivision

Final Plat of Subdivision or Amendment to Plat of Subdivision

(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

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Site Plan Approval/Major Adjustment/Amendment

(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

Exterior Appearance Approval or Amendment

(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

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### APPLICATION TO ANNEX CERTAIN TERRITORY

All land annexed to the Village is classified automatically after such annexation in the R-1\2 Single Family Residential District. The owner must file an application for a Zoning Map amendment if he or she desires a different zoning classification for the Subject Property.

Petition to Annex Certain Territory (Please complete attached petition)

Application to Annex Certain Territory

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### COMPREHENSIVE PLAN APPLICATION

Comprehensive Plan **Map** Amendment for \_\_\_\_\_

Comprehensive Plan **Text** Amendment for \_\_\_\_\_



**JAS DEVELOPMENT II, LLC.**  
745 Ela Road  
Lake Zurich, Illinois 60047  
Phone: 847-438-5000  
[www.fidelitygrouppltd.com](http://www.fidelitygrouppltd.com)

May 19, 2020

Mr. Orlando Stratman  
Chairperson of the Planning & Zoning Commission  
Village of Lake Zurich  
505 Telser Road  
Lake Zurich, IL 60047

RE: Special Use Permit- Animal Hospital  
917 South Rand Road

Dear Mr. Stratman,

We are requesting approval of Companion Animal Hospital (Owner Daniel Markwalder) for a Special Use Permit for animal hospital services with no boarding or dog daycare at 917 South Rand Road in the Deerpath Commons Retail Center.

This is permitted Special Use within B-3 zoning.

We feel that this will be a good fit to our Deerpath Commons property. For the reason, there is a well-rounded tenant mix for village and residents.

Sincerely,

JAS DEVELOPMENT II, LLC.

Jason Alan Sfire  
President/Owner

Enclosures

EXHIBIT "A"

LEGAL DESCRIPTION

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LOTS 1, 2 AND 3 IN DEERPATH COMMONS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF DEERPATH COMMONS SUBDIVISION BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 28 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 15, 2013 AS DOCUMENT NO. 7045933

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CROSS ACCESS EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF LOT 1 IN PARCEL 1 AND LOT 3 IN PARCEL 1 AND THE PROPERTY EAST AND ADJOINING THE LANDS AS GRANTED AND SHOWN ON PLAT OF SUBDIVISION RECORDED JULY 30, 2018 AS DOCUMENT 7501961.

Commonly known as:

Deerpath Commons Retail Center  
917-1015 South Rand Road  
Lake Zurich, Illinois 60047

P.I.N. - 14-28-112-002  
14-29-210-025  
14-29-210-026

# FINAL PLAT OF DEERPATH COMMONS SUBDIVISION

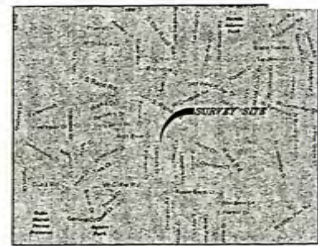
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28 AND NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**LEGEND:**

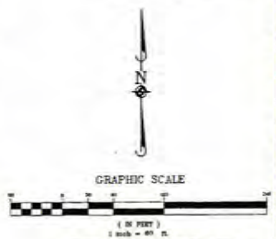
- PROPOSED FLOORPLAN (S&S) PER S&S PLAN AS SHOWN ON ENGINEERING PLANS PREPARED BY MANHARD CONSULTING, LTD.
- 10.00' WATERMAIN EASEMENT HEREBY GRANTED
- 15.00' SANITARY SEWER EASEMENT HEREBY GRANTED

**FILE NUMBER - ALL RECORDS**

14-00-00-100-008
14-00-00-100-010
14-00-00-100-012
14-00-00-100-014
14-00-00-100-016
14-00-00-100-018
14-00-00-100-020
14-00-00-100-022
14-00-00-100-024
14-00-00-100-026
14-00-00-100-028
14-00-00-100-030
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14-00-00-100-034
14-00-00-100-036
14-00-00-100-038
14-00-00-100-040
14-00-00-100-042
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14-00-00-100-092
14-00-00-100-094
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14-00-00-100-100



**LOCATION SKETCH**  
NOT TO SCALE



SEARCHED BASED ON THE WEST LINE OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28-43-10 BEARING = N 09°22'22" W (1025440)

**PROPERTY AREA**

TOTAL AREA = 158,643.58 SQUARE FEET (3.583 ACRES)  
AREA BY RIGHT-OF-WAY = 108,640.58 SQUARE FEET (2.483 ACRES)  
NET AREA = 50,003.00 SQUARE FEET (1.138 ACRES)

**SURVEYORS NOTES**

1. THERE SHALL BE NO DIRECT ACCESS TO OR FROM U.S. ROUTE 12 (STATE ROAD) TO ANY LOT IN THIS SUBDIVISION EXCEPT AT THE ACCESS POINTS SHOWN HEREON.
2. ACCESS POINTS ARE SHOWN AS FOLLOWS:  
ACCESS NO. 1 = RIGHT TURN IN AND RIGHT TURN OUT  
ACCESS NO. 2 = FULL ACCESS

LINE	BEARING	LENGTH
1	N 27°17'30" E	80.44
2	S 89°37'40" W	226.00
3	S 89°37'40" W	226.00
4	S 89°37'40" W	226.00
5	S 89°37'40" W	226.00
6	S 89°37'40" W	226.00
7	S 89°37'40" W	226.00
8	S 89°37'40" W	226.00
9	S 89°37'40" W	226.00
10	S 89°37'40" W	226.00
11	S 89°37'40" W	226.00
12	S 89°37'40" W	226.00
13	S 89°37'40" W	226.00
14	S 89°37'40" W	226.00
15	S 89°37'40" W	226.00
16	S 89°37'40" W	226.00
17	S 89°37'40" W	226.00
18	S 89°37'40" W	226.00
19	S 89°37'40" W	226.00
20	S 89°37'40" W	226.00
21	S 89°37'40" W	226.00
22	S 89°37'40" W	226.00
23	S 89°37'40" W	226.00
24	S 89°37'40" W	226.00
25	S 89°37'40" W	226.00
26	S 89°37'40" W	226.00
27	S 89°37'40" W	226.00
28	S 89°37'40" W	226.00
29	S 89°37'40" W	226.00
30	S 89°37'40" W	226.00
31	S 89°37'40" W	226.00
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41	S 89°37'40" W	226.00
42	S 89°37'40" W	226.00
43	S 89°37'40" W	226.00
44	S 89°37'40" W	226.00
45	S 89°37'40" W	226.00
46	S 89°37'40" W	226.00
47	S 89°37'40" W	226.00
48	S 89°37'40" W	226.00
49	S 89°37'40" W	226.00
50	S 89°37'40" W	226.00

**SUBDIVIDER'S NAME & ADDRESS**  
DEERPATH COMMONS RETAIL CENTER, LLC  
1745 ELA ROAD  
LAKE ZURICH, ILLINOIS 60047

THIS PLAT SUBMITTED FOR RECORDING BY:  
WILLIAM J. LEE  
10 EAST MAIN STREET  
LAKE ZURICH, ILLINOIS 60047

PLEASE RETURN THE ORIGINAL WRAPS TO THE CLERK

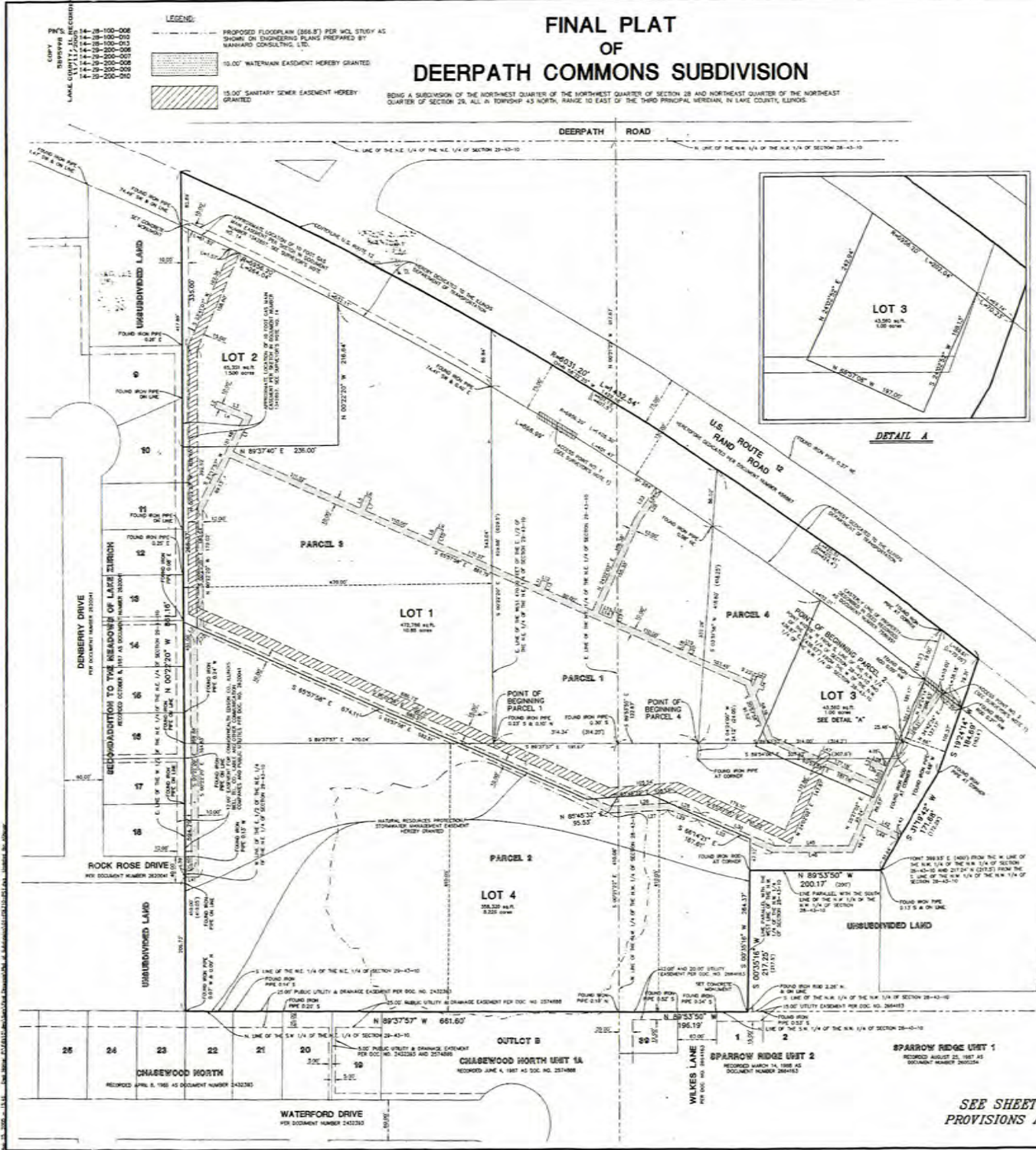
**SEE SHEET 2 OF 2 FOR CERTIFICATES,  
PROVISIONS AND SURVEYOR'S CERTIFICATE**

FILE NUMBER	DATE	DESCRIPTION
14-00-00-100-008	11/10/05	RECORDING
14-00-00-100-010	11/10/05	RECORDING
14-00-00-100-012	11/10/05	RECORDING
14-00-00-100-014	11/10/05	RECORDING
14-00-00-100-016	11/10/05	RECORDING
14-00-00-100-018	11/10/05	RECORDING
14-00-00-100-020	11/10/05	RECORDING
14-00-00-100-022	11/10/05	RECORDING
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14-00-00-100-038	11/10/05	RECORDING
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14-00-00-100-096	11/10/05	RECORDING
14-00-00-100-098	11/10/05	RECORDING
14-00-00-100-100	11/10/05	RECORDING

**MANHARD CONSULTING, LTD.**  
ENGINEERS - SURVEYORS - PLANNERS  
ENVIRONMENTAL SCIENTISTS  
900 Woodlands Parkway, Vernon Hills, Illinois 60061  
Tel: 847/934-5555 Fax: 847/934-9995 <http://www.MANHARD.com>

**DEERPATH COMMONS SUBDIVISION  
LAKE ZURICH, ILLINOIS  
FINAL PLAT OF SUBDIVISION**

SHEET  
**1 of 2**  
10.210



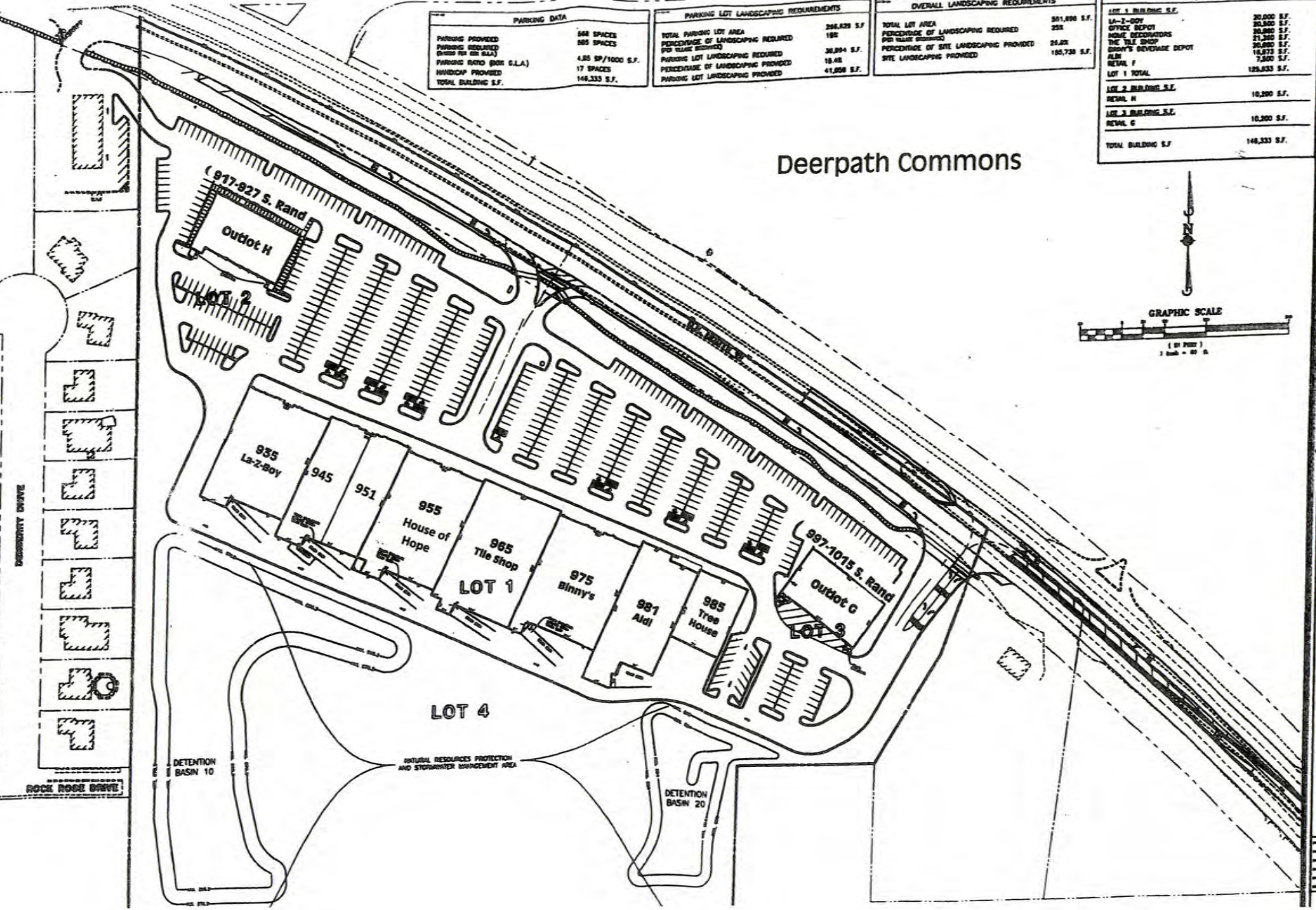
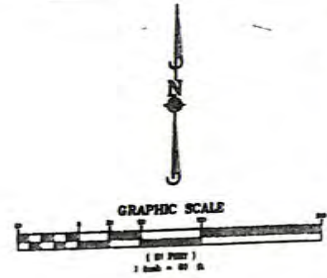
PARKING DATA	
PARKING PROVIDED	648 SPACES
PARKING REQUIRED (9:00 AM TO 6:00 PM)	585 SPACES
PARKING RATIO (PER G.L.A.)	4.85 SP/1000 S.F.
HANDICAP PROVIDED	17 SPACES
TOTAL BUILDING S.F.	148,333 S.F.

PARKING LOT LANDSCAPING REQUIREMENTS	
TOTAL PARKING LOT AREA	286,428 S.F.
PERCENTAGE OF LANDSCAPING REQUIRED FOR THESE AREAS	18%
PARKING LOT LANDSCAPING PROVIDED	36,894 S.F.
PERCENTAGE OF LANDSCAPING PROVIDED	12.8%
PARKING LOT LANDSCAPING PROVIDED	41,858 S.F.

OVERALL LANDSCAPING REQUIREMENTS	
TOTAL LOT AREA	581,886 S.F.
PERCENTAGE OF LANDSCAPING REQUIRED FOR THESE AREAS	25%
PERCENTAGE OF SITE LANDSCAPING PROVIDED	24.8%
SITE LANDSCAPING PROVIDED	148,728 S.F.

SITE DATA	
LOT 1 BUILDING S.F.	20,000 S.F.
LA-2-COY	20,000 S.F.
OFFICE DEPOT	21,300 S.F.
HOME DECORATORS	20,000 S.F.
THE TILE SHOP	15,573 S.F.
BISSY'S OUTFITTER DEPOT	7,500 S.F.
ALBI	7,500 S.F.
RETAIL F	
LOT 1 TOTAL	128,833 S.F.
LOT 2 BUILDING S.F.	10,200 S.F.
RETAIL H	
LOT 3 BUILDING S.F.	10,200 S.F.
RETAIL G	
TOTAL BUILDING S.F.	148,333 S.F.

# Deerpath Commons



**Manhard Consulting, Ltd.**  
 Civil Engineers & Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 1850 Woodbine Parkway, Suite 200, Lake Zurich, IL 60064 • TEL: 847.340.1100 • FAX: 847.340.1101 • WWW.MANHARD.COM

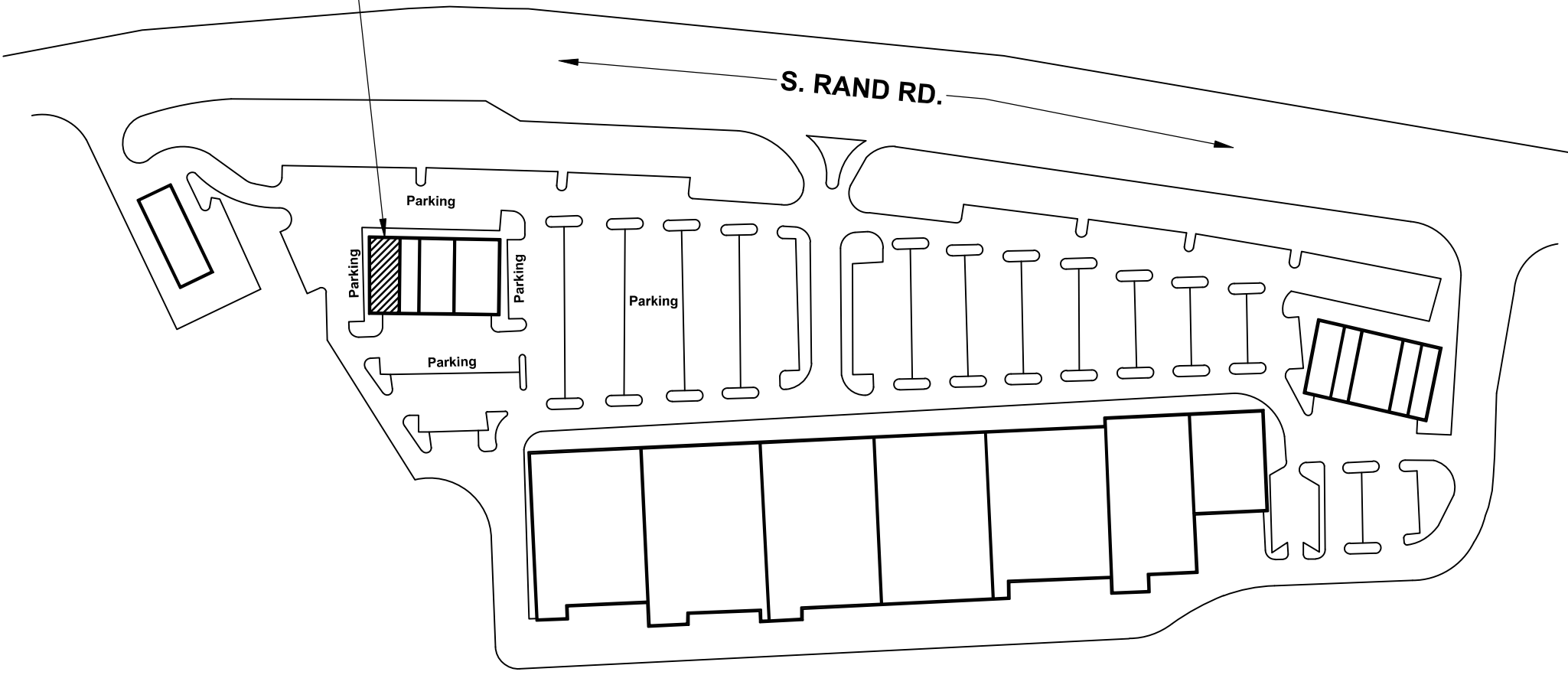


DEERPATH COMMONS  
 LAKE ZURICH, ILLINOIS  
 OVERALL SITE PLAN

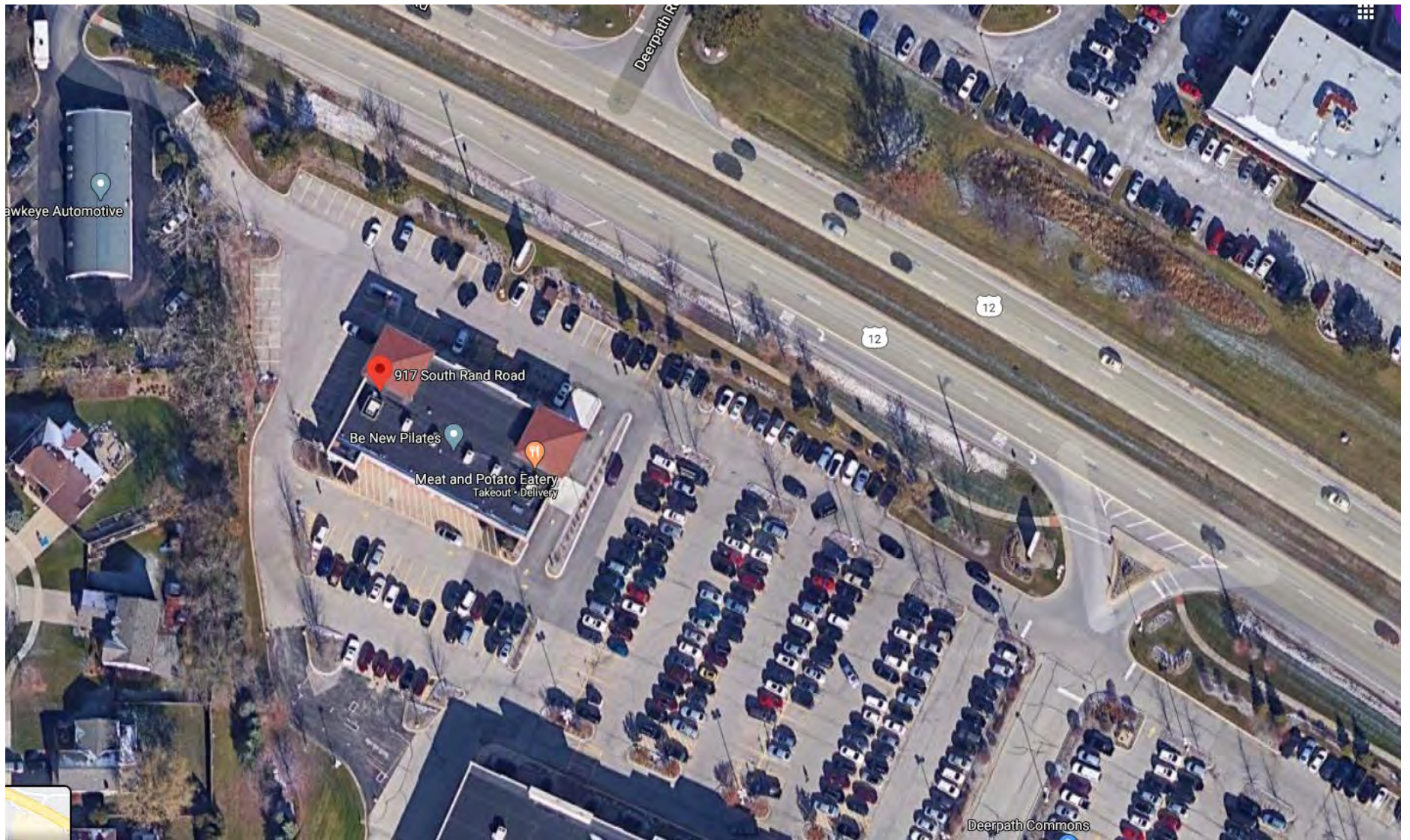
DATE	10/15/11
SCALE	AS SHOWN
SHEET	1 OF 1

Area of Work:  
**"917 S. Rand Rd."**  
(See Sheet A-2)

S. RAND RD.



917 S Rand Rd. Lake Zurich, IL





**Symbols/Legend**

	Existing Construction to Remain
	Existing Construction to be Removed
	New Wall Construction (see wall sections)
	New low-height wall Construction (see wall sections)
	Exit Sign (w/ 1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
	Exit Sign w/ Directional Arrows (1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
	Emergency Light (1 1/2-hr. battery back-up or connect to 24 hr. emergency circuit)
	Exit Sign w/ Emergency Light (1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
	Down Light Fixture
	Vapor proof Light Fixture
	Wall Washer Light Fixture
	2 x 2 Lay-in Light
	2 x 4 Lay-in Light
	2 x 4 Lay-in Night Light
	1 x 8 Linear Light
	Strip Light
	Track Light Fixture
	Switch
	Three-Way Switch
	Dimmer / Rheostat Switch
	Occupancy Sensor
	Thermostat
	HVAC Supply Register
	HVAC Return
	Exhaust Fan
	Exhaust Fan with Light
	Electric Motor
	Ceiling Fan
	Speaker
	Intercom
	Intercom Speaker
	Duplex Receptacle (wall mount)
	Double Duplex Receptacle (Quadroxplex)
	Duplex Receptacle with GFI Ground Fault Interrupter
	Separate Circuit Duplex Receptacle
	Duplex Receptacle (floor Mount)
	Quadroxplex Receptacle (floor Mount)
	Flexible Whip
	Junction Box
	Telephone Outlet (wall mount)
	Computer / Data Line (wall mount)
	Telephone Outlet & Data Line (wall mount)
	Telephone Outlet & Data Line (floor mount)
	Cable Television Outlet
	Power Pole
	Sprinkler Head
	Smoke Detector
	Fire Extinguisher
	Fire Alarm Pull
	Audio and Visual (Strobe) Alarm

NOTE: "E" Subscript denotes existing to remain  
 "R" Subscript denotes existing to be relocated  
 "N" Subscript denotes new  
 "D" Subscript denotes demolition

**Abbreviations**

@	At
A.F.F.	Above Finished Floor
CFM	Cubic Feet per Minute
℄	Centerline
C.O.	Cased Opening
C.O.	Cleanout
Const.	Construction
Demo.	Demolition
D.F.	Drinking Fountain
Dia.	Diameter
Dn.	Down
E	Existing to Remain
Elev.	Elevation
Elec.	Electrical
Eq.	Equal
Exist.	Existing
F.D.	Floor Drain
Ft.	Feet
Furn.	Furnace
G.C.	General Contractor
H	High
H.C.	Hollow Core
Hdwr.	Hardware
Ht.	Height
H.M.	Hollow Metal
HVAC	Heating, Ventilating & Air Conditioning
HWH	Hot Water Heater
In.	Inches
Lam.	Laminated
Lav.	Lavatory
Max.	Maximum
Mech.	Mechanical
Min.	Minimum
N	New
NIC	Not In Contract
No.	Number
Ø	Diameter
O.C.	On Center
Opg.	Opening
OWD	Open Waste Drain
R	Relocated
Req'd	Required
S & R or R & S	Shelf and Rod
S.H.	Solid Core
SEFG	Sara E.F. Gensburg, Ltd.
S.F.	Square Feet
Sq.Ft.	Square Feet
Temp.	Tempered
V.I.F.	Verify In Field
W/	With

**Fire Protection Notes**

- All emergency lighting and exit signs shall have 1-1/2 hr. battery back-up to assure continued illumination of not less than 1-1/2 hr. in the event of primary power loss. Comply with National Electric Code. Locations of exit and emergency lights are subject to field inspection.
- Drop/raise sprinkler heads down into areas of new construction as required.
- Sprinkler drawings or hydrostatic calcs., if required, shall be provided by sprinkler contractor.
- Fire extinguishers to be provided as directed by the Fire Department.
- Drawings for fire alarm and/or detection system, if required, shall be provided by fire alarm contractor.

**Reflected Ceiling Notes**

- The contractor shall exercise care and be responsible for any damage to existing conditions which are to remain.
- All new ceilings are to be constructed as indicated and in accordance with established building standards.
- Following construction of acoustical ceiling installation, all joints shall be straight, true to line, with exposed surfaces flush and level. All dirty or discolored surfaces of tile shall be cleaned or replaced, and left free of defects.

**General Notes**

- Contractor shall field verify all dimensions and conditions shown on drawings prior to construction and shall notify Sara E.F. Gensburg, Ltd. of any discrepancies, omissions and/or conflicts.
- All partitions are dimensioned from finish face or shown to align level with the face of another partition, unless noted otherwise.
- General Contractor shall be responsible for the bracing and blocking of walls at door openings. All wood shall be fire retardant as per municipal code.
- Where new walls align and abut existing wall (drywall to drywall): remove existing corner bead tape and spackle juncture (3 coats minimum).
- Flash patch as required at any door frames which are to be set true, constant and level to ceiling line.
- Contractor shall be responsible for arranging with tenant and building management for handling and disposal of construction and demolition materials.
- All work shall conform to State, Municipal and all other local codes.
- All materials and equipment are to be new, unless noted otherwise, and construction, including workmanship, shall be of good quality and free from faults and defects.
- Existing walls to be patched as required for smooth, even finish. In addition, patch walls as required at areas of demolition to match adjacent finish and materials.
- All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort.
- DO NOT SCALE DRAWINGS.
- Repair or patch all penetrations through rated assemblies.
- All new doors to be 3'-0" wide with lever hardware, unless noted otherwise.

**Electrical Notes**

- All electric work must comply with applicable municipal electric codes.
- All wall mounted telephone and electrical outlets shall be mounted at height to match existing, unless noted otherwise.
- All electrical and/or telephone boxes on opposite faces of the same wall are to be staggered. Caulk for sound attenuation.
- Mount all switches at building standard height.
- Telephone equipment panel shall be mounted on fire-proofed plywood as required by codes.
- Existing 400 Amp electrical panel to remain.
- Provide controls that shall reduce lighting requirements by 50% as per IECC at rooms with new light fixtures only.

**Code Review**

Work under this permit shall comply with all State, Municipal and following codes adopted by the Village of Lake Zurich..

**Project Name:** VET CLINIC  
**and Address:** 917 S RAND RD  
 LAKE ZURICH, ILLINOIS

**Type of Work:** Commercial Interior Alteration

**Codes Used:** 2012 International Building Code  
 2012 International Mechanical Code  
 2011 National Electrical Code  
 2014 Illinois State Plumbing Code  
 2012 International Property Maintenance Code  
 2015 International Energy Conservation Code  
 2012 International Fuel Gas Code  
 2005 Illinois Elevator Safety Act  
 2012 International Fire Code  
 2018 Illinois Accessibility Code

**Use Group:** B - Business (Veterinary Office)

**Type:** II-B (Existing)

**Total Floor Area:** 2,090 S.F. interior net

**Occupant Load:** 20 people  
 (1 person per 100 S.F. per IBC)

**Sprinklered:** Yes

**Fire Alarm:** Yes

**Plumbing Notes**

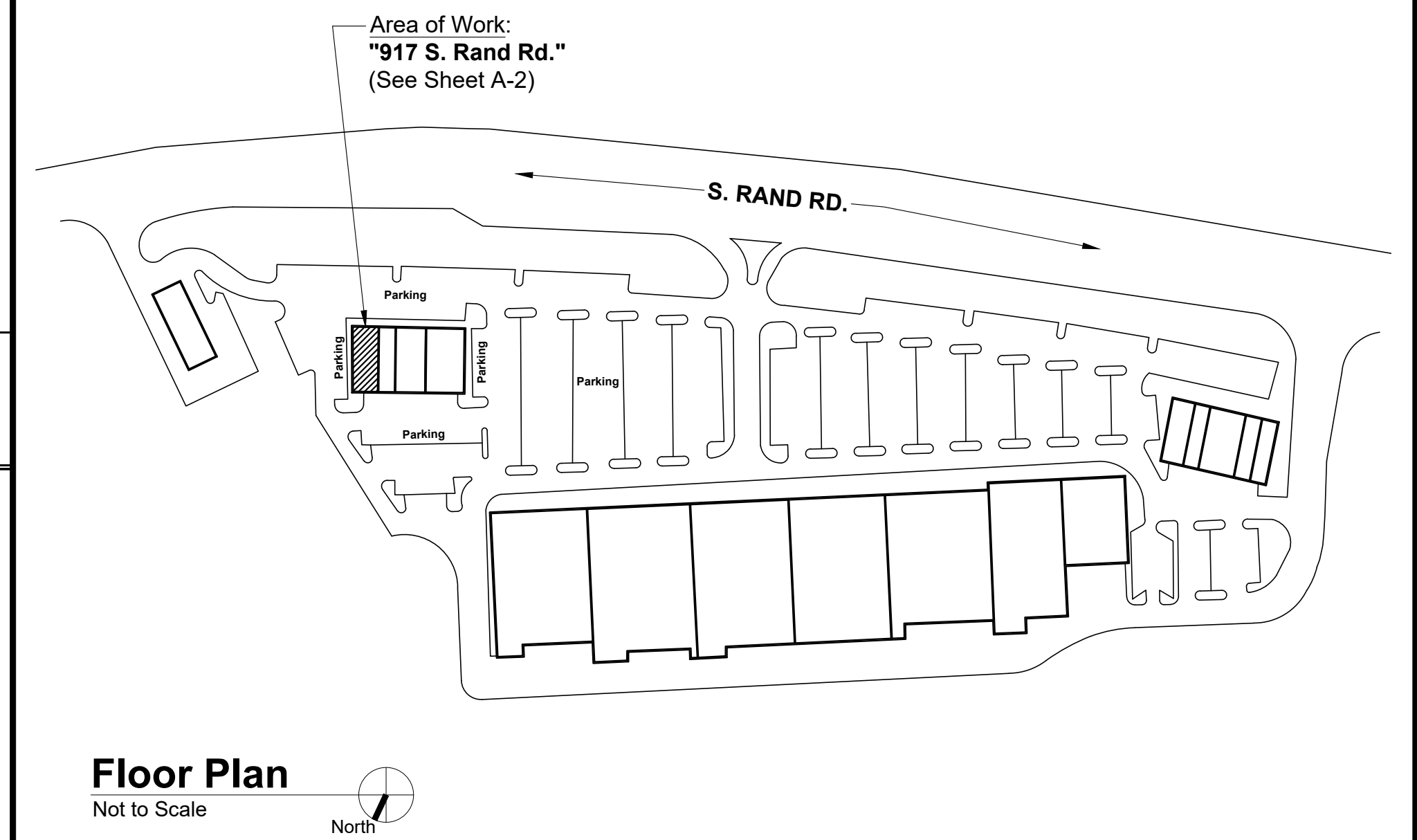
- All plumbing work must comply with Illinois State Plumbing Code and all other applicable plumbing codes.
- See Sheet P-2 for plumbing diagrams.
- Tenant to provide bottled water in lieu of drinking fountain.

**Mechanical Notes**

- All mechanical work must comply with applicable codes.
- See Sheet M-1 for Ventilation Schedule.
- Rework mechanical as required to accommodate new buildout.
- Mechanical drawings, if required, shall be provided by mechanical contractor.

**Index of Drawings**

<b>A-1</b>	<b>General Notes/Legend, Key Plan</b>
<b>A-2</b>	<b>Demolition Plan, Egress Plan, Floor Plan</b>
<b>A-3</b>	<b>Reflected Ceiling Plan, Wall Sections, Soffit Section</b>
<b>A-4</b>	<b>Equipment Plan, Equipment Schedule</b>
<b>A-5</b>	<b>Interior Elevations</b>
<b>A-6</b>	<b>Standard Blocking Details</b>
<b>A-7</b>	<b>Room Finish Schedules, Door Schedule</b>
<b>M-1</b>	<b>Mechanical Plan, Ventilation Data Schedule</b>
<b>P-1</b>	<b>Toilet Room Details</b>
<b>P-2</b>	<b>Plumbing Fixture Schedules, Plumbing Diagrams</b>
<b>E-1</b>	<b>Power Plan, Lighting Plan</b>
<b>E-2</b>	<b>Electrical Panel, COMcheck Report, One-Line Diagram</b>



**Floor Plan**  
 Not to Scale

Sara E.F. Gensburg, Ltd.  
 Architecture/Design  
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 Northbrook, IL 60062  
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 Phone: (847) 715-9581

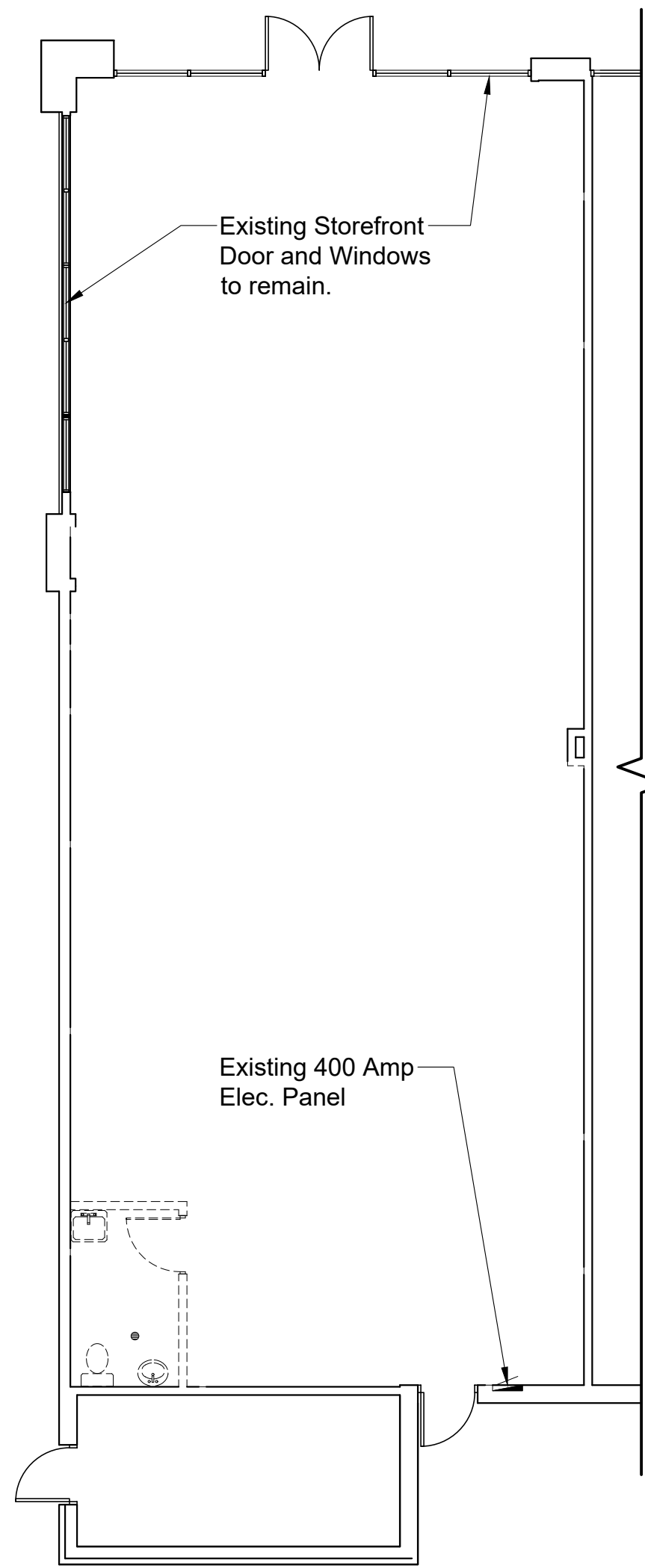
**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

INTERIOR REMODEL FOR:

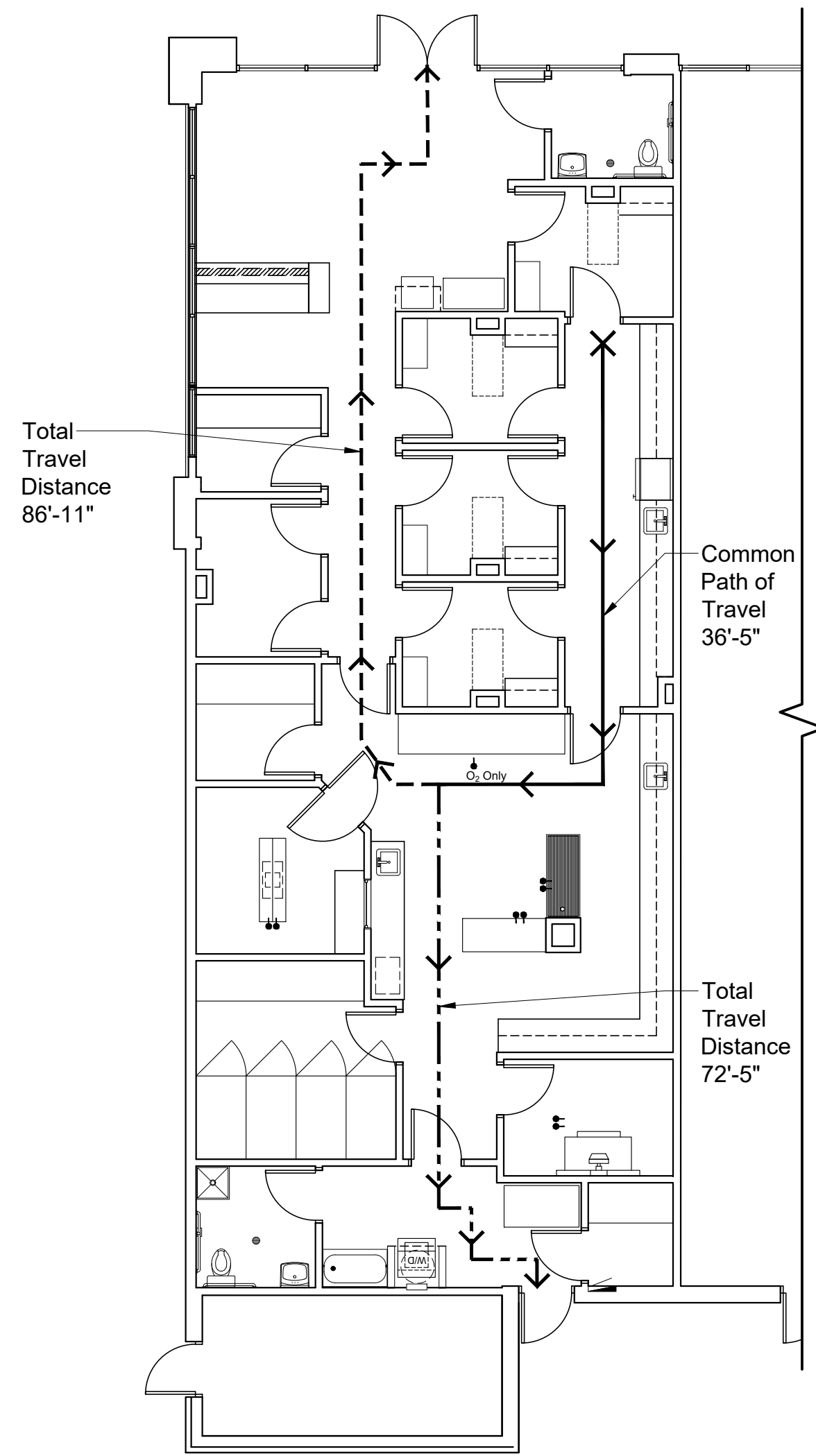
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1	06-08-20	Issued for Review

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120091	
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KMT	
Checked:	
S.E.F.G.	
Date:	
06-08-20	Sheet 1 of 7

- Demolition Notes:**
1. Remove all walls, doors and frames as shown.
  2. Disconnect and remove electric and telephone outlets in walls being demolished.
  3. All demolition work is non-structural.
  4. Cap all plumbing piping associated with elements being removed that will not be reworked.
  5. Remove all finished flooring throughout as needed.
  6. Remove ceilings and lighting throughout.

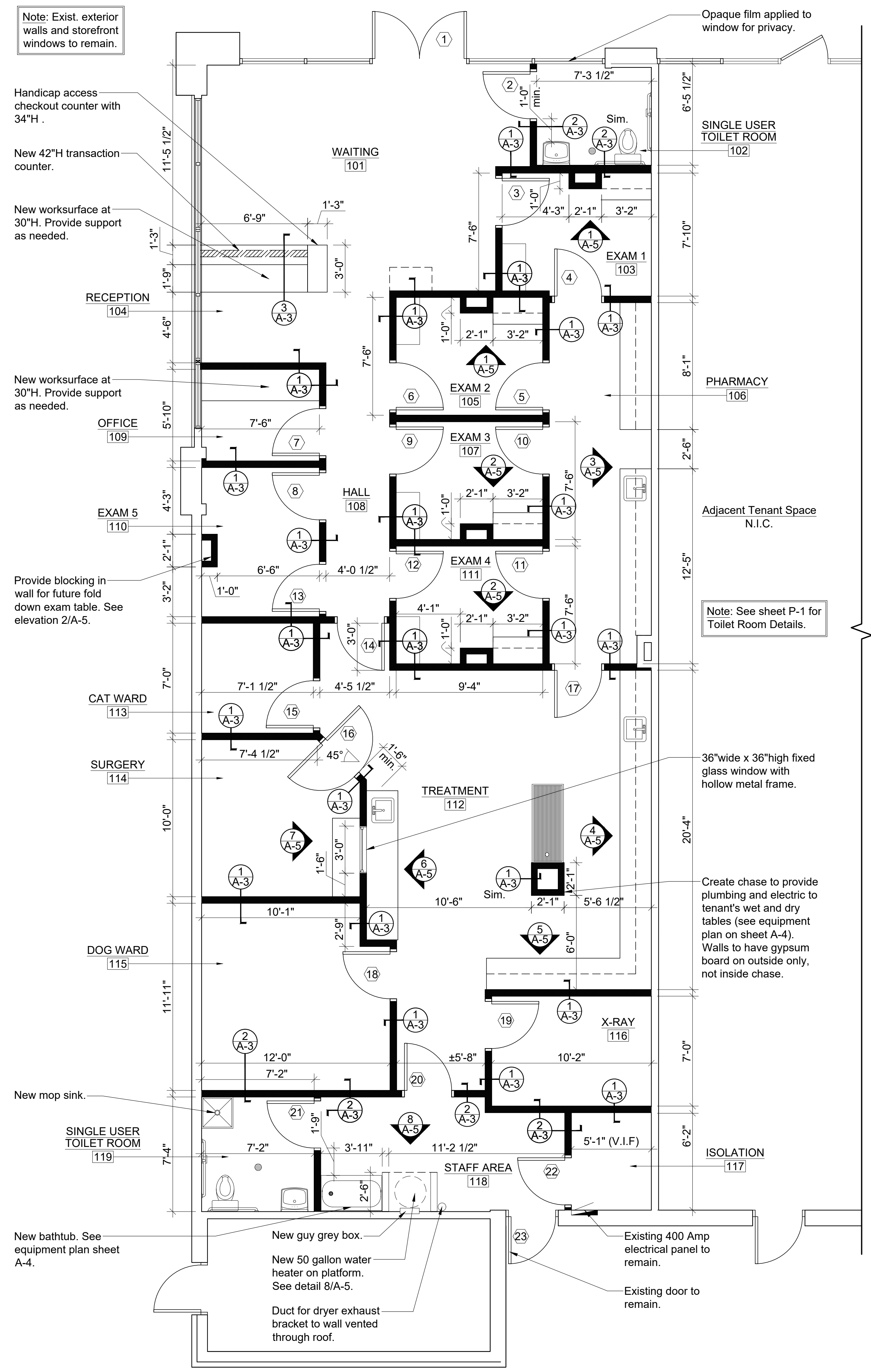


**Demolition Plan**  
Scale: 1/8" = 1'-0"



**Egress Plan**  
Scale: 1/8" = 1'-0"

Note: Exist. exterior walls and storefront windows to remain.



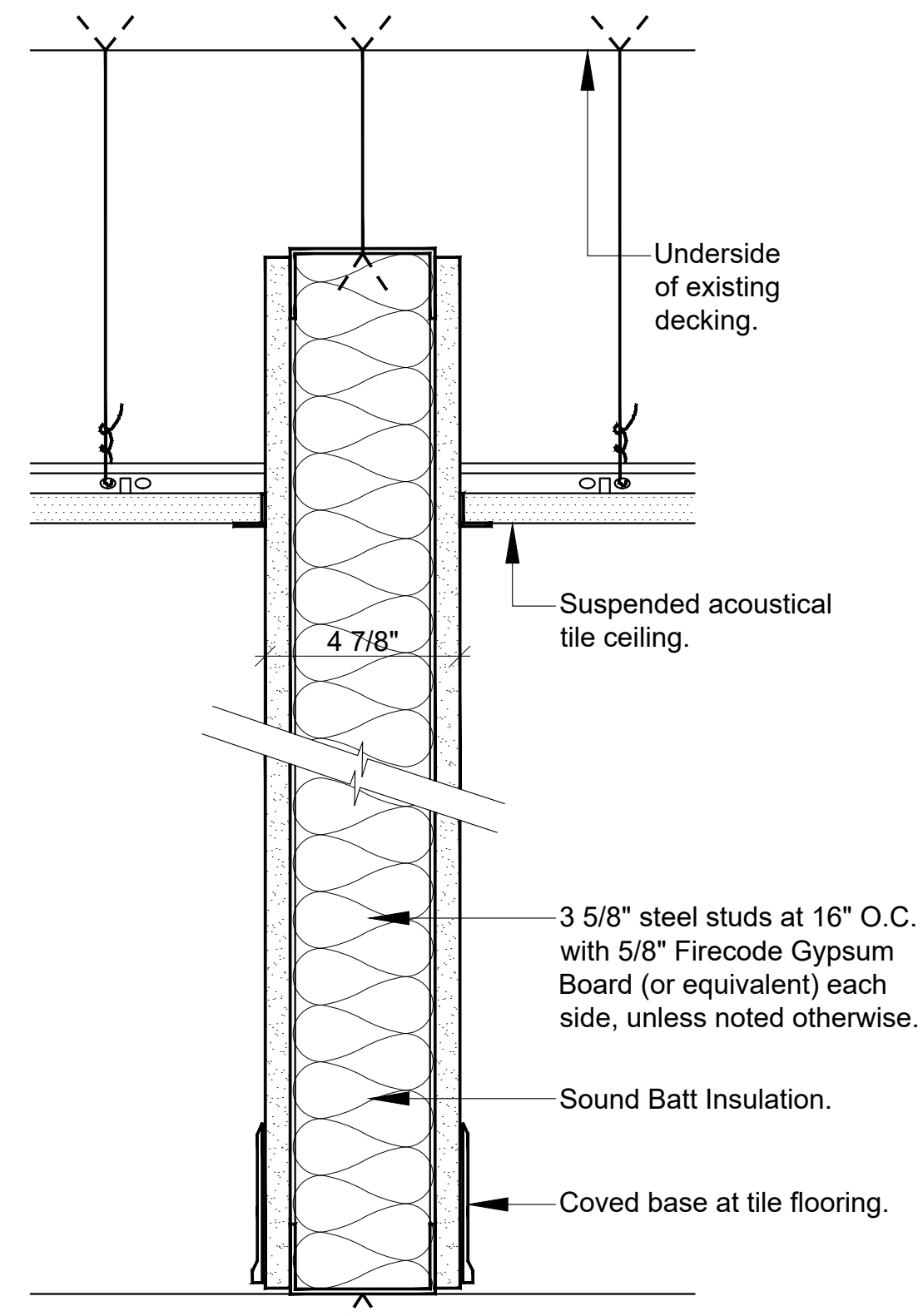
**Floor Plan**  
Scale: 1/4" = 1'-0"

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Architecture/Design  
Age Revere Drive - Suite G  
Northbrook, IL 60062  
Phone: (847) 715-9581

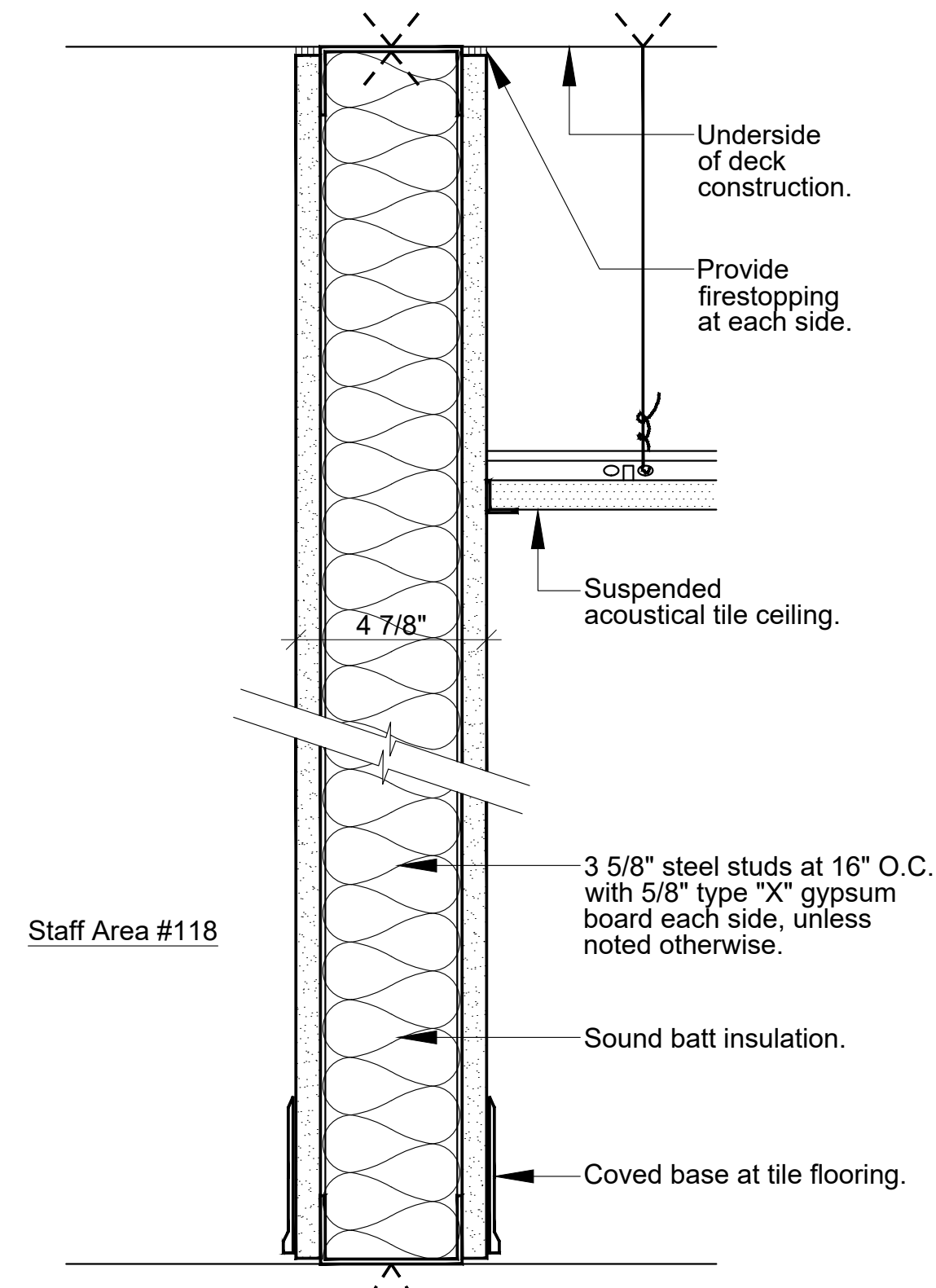
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**VETERINARY CLINIC**  
917 S RAND RD  
LAKE ZURICH, ILLINOIS

No.	Date	Issued	Issued for Review
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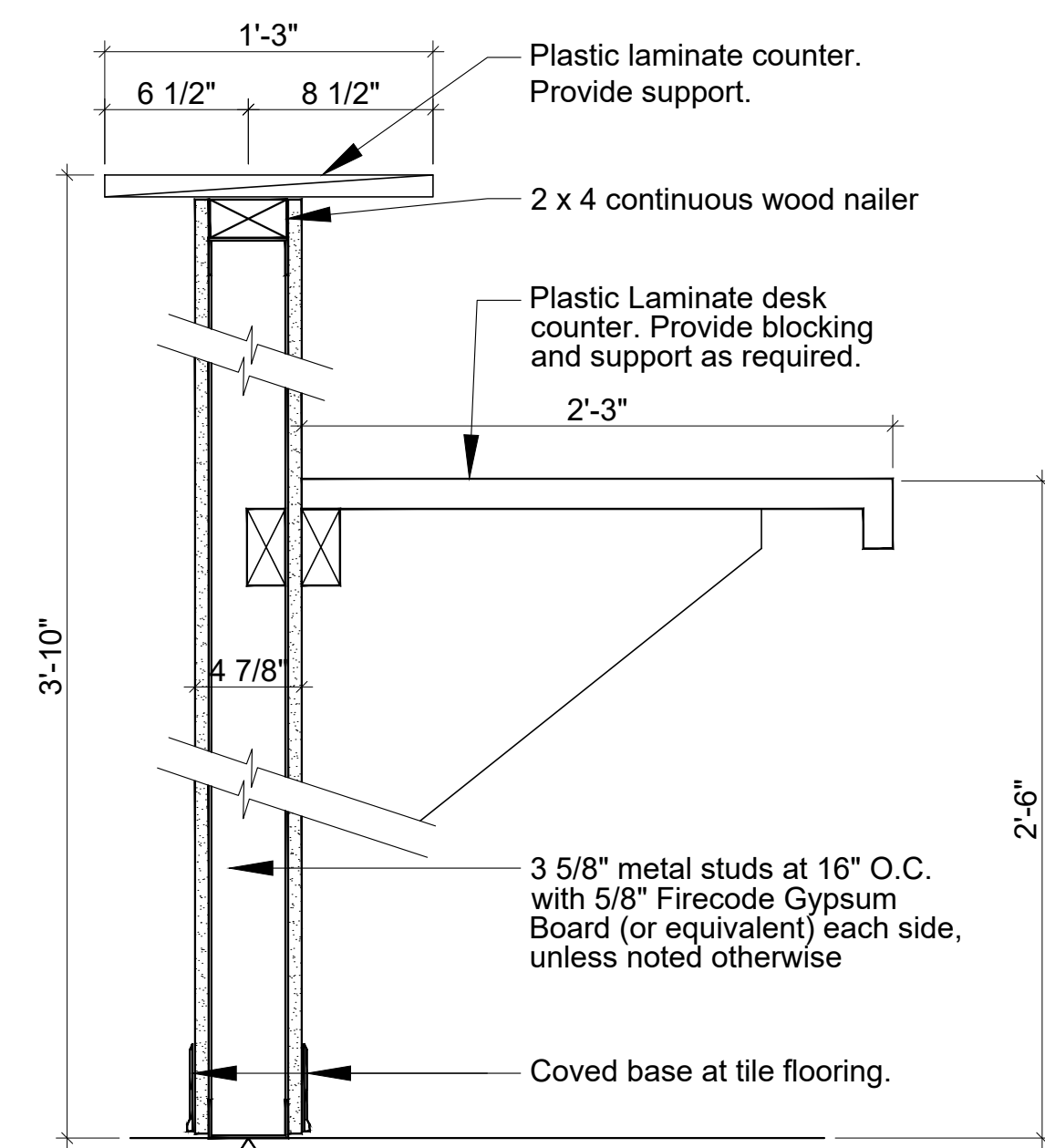
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Checked: S.E.F.G.  
Date: 06-08-20  
SHEET: **A-2**  
Sheet 2 of 7



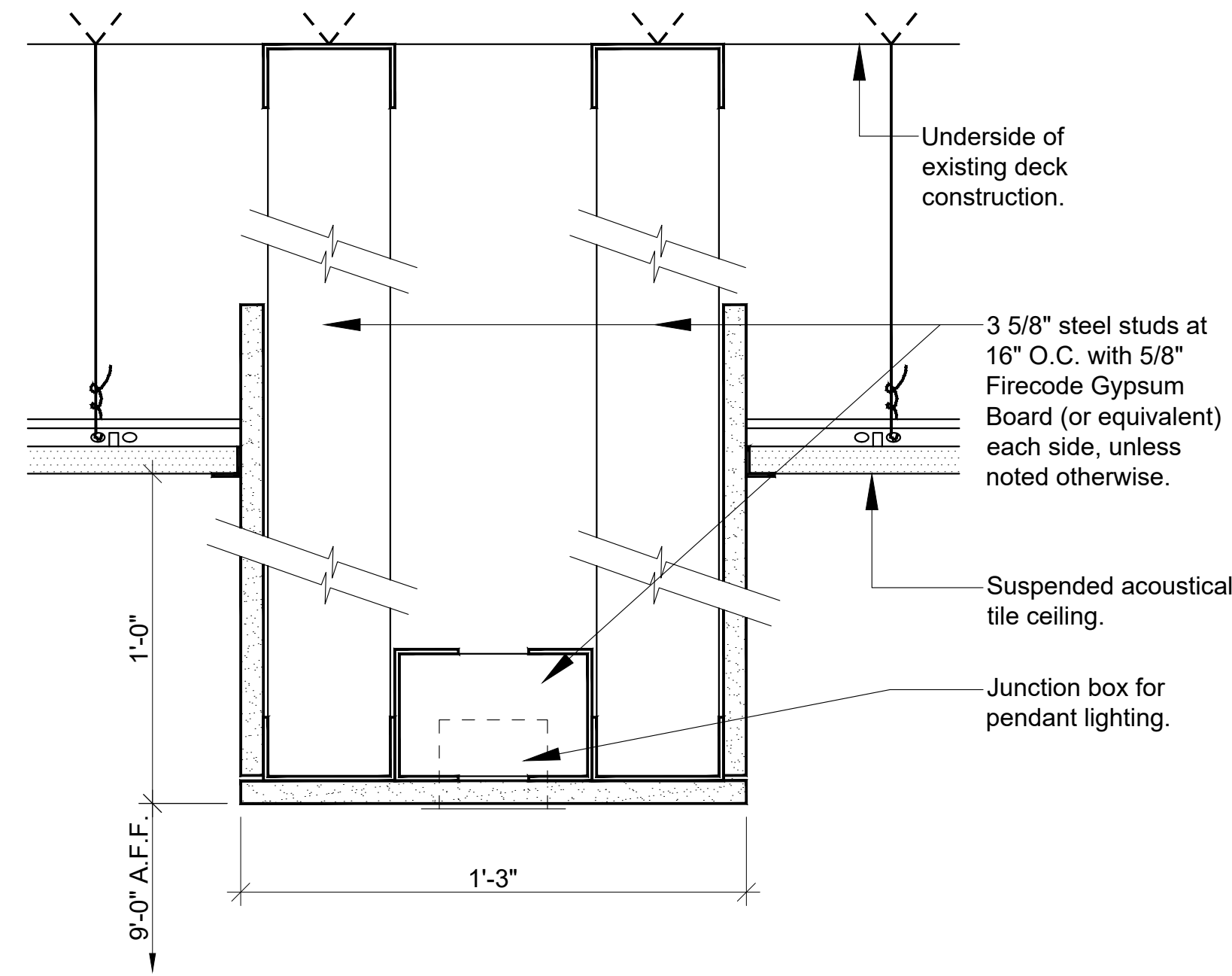
**1 Wall Section**  
Scale: 3" = 1'-0"



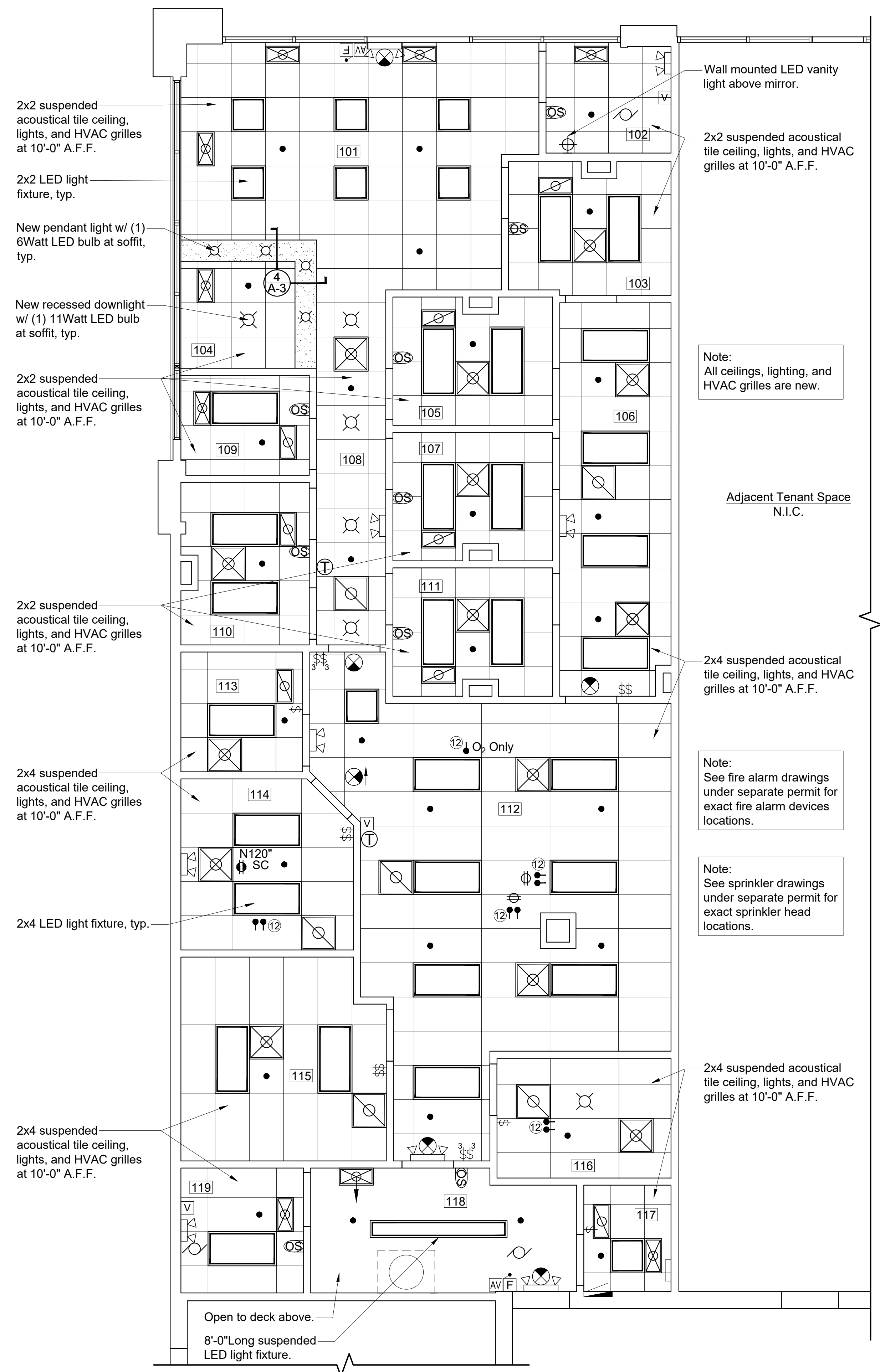
**2 Wall Section**  
Scale: 3" = 1'-0"



**3 Wall Section @ Reception #104**  
Scale: 1-1/2" = 1'-0"



**4 Soffit Section @ Reception #104**  
Scale: 3" = 1'-0"



**Reflected Ceiling Plan**

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



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VETERINARY CLINIC  
917 S RAND RD  
LAKE ZURICH, ILLINOIS

INTERIOR REMODEL FOR:

No.	Date	Issued	Issued for Review
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SEFG No. 120091  
SHEET:  
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Checked: S.E.F.G.  
Date: 06-08-20  
**A-3**  
Sheet 3 of 7

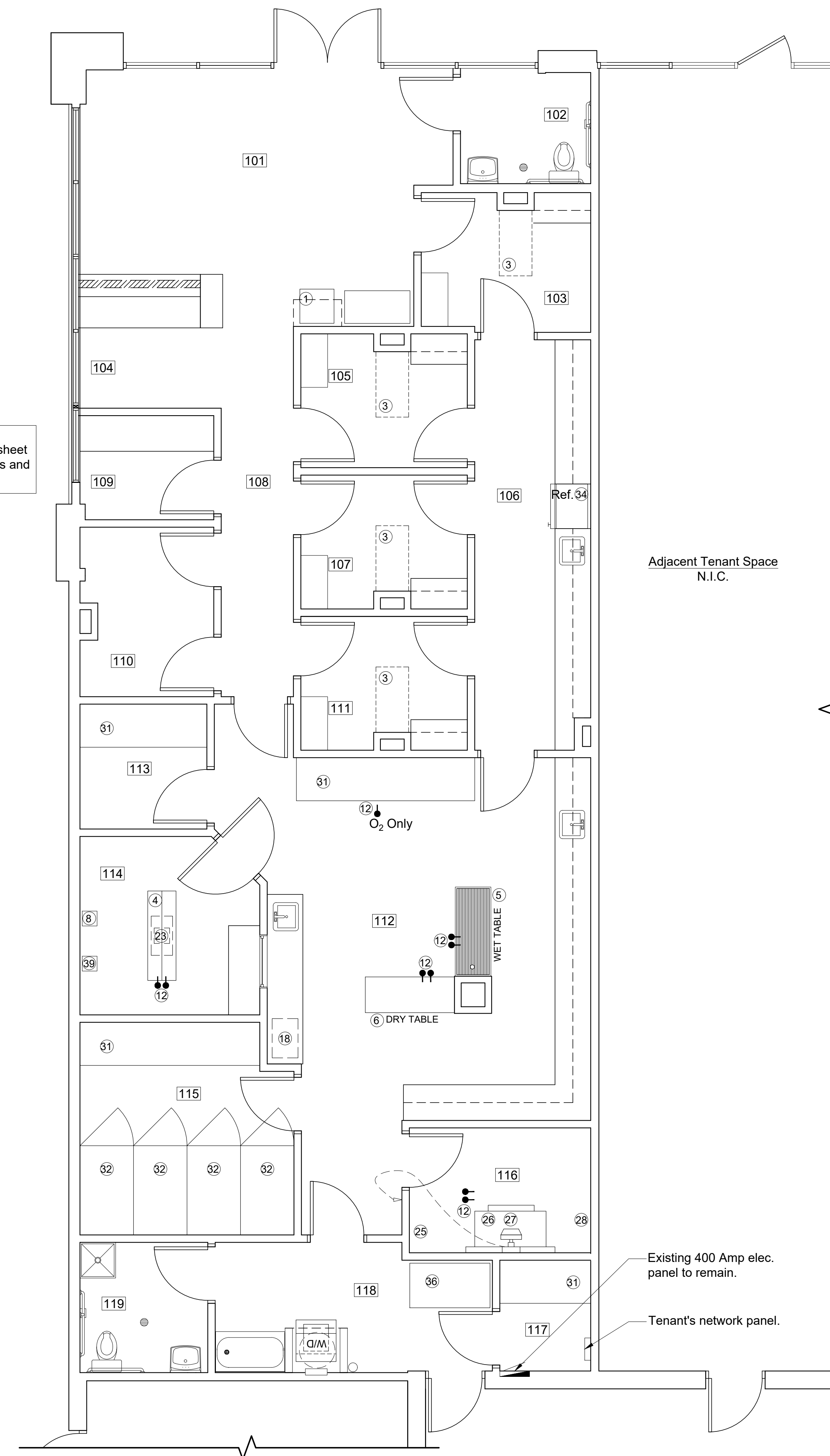
## EQUIPMENT SCHEDULE

No.	Item	Manufacturer	Model #	Electrical					Plumbing					Remarks			
				Volt	PN.	Amp	HP	KW	CW	HW	San.	Air	O <sub>2</sub>		Vacuum	N <sub>2</sub> O O <sub>2</sub>	
1	Platform Scale	VSSI	110-0110-00	115V		20										Recessed in floor. Follow manufacturer's installation instructions.	
2	Tabletop / Portable Scale	SRI	SRV930	Battery		30											
3	Folding Exam Table	VSSI	101-2610-3													Stainless steel 22"x44. See blocking detail 3/A-6.	
4	V-Top Operating Table	Suburban Surgical	13206-00-1ZA ACK	110V												Heated, 60"	
5	Dental Bath	VSSI	105-1420-00									1/2"	1/2"	2" PVC		60"x5" Deep	
6	Dry Table	VSSI		115V		15											
7	Flat-Top Surgery Table	Shoreline	903.4000.0														
8	Multi-parameter Monitor	BLT	M9000VETSU	110V													
9	Central Vac			230V		20.6								1/2" PVC		Provide RPZ backflow preventor. Vent up thru roof.	
10	Narcotic Cabinet	MPD Medical	MHS-320													24" x 30" x 10"	
11	Scavenger System	Midmark		115V												Wall Mount, Vent to Outside	
12	O <sub>2</sub> & Scavenger Drops															Coordinate locations with tenant	
13	Procyte	IDEXX		110V												Tower	
14	Catalyst DX Analyzer	IDEXX		110V												Tower	
15	Vetlab Info Mgmt. Sys.	IDEXX	99-10486	110V													
16	Centrifuge, Triac	BD	420200	120V, 60Hz													
17	Labscope, Infinity	Jourgensen	J334Q	110V													
18	Autoclave	Midmark	M11	115V, 50/60Hz		15										21"x18"	
19	Ultrasonic Cleaner	Midmark	CPX3800H	120V		15								1/2" PVC		Digital Heated	
20	Multi-Parameter Monitor	Midmark, Cardell	9500HD	110V Charger													
21	Anesthesia Machine	Patterson	Versa II													W/ Vaporizer UVS-III-EX	
22	Oxygen Gen	Vetroson	VGS5015	230V		15										12" Clear floor space req'd: 38"H x 25"W x 17"D	
23	Surgery Light	Medical Illumination	61514	115/230V, 50/60Hz		5										M1-1000 Double Head, See RCP	
24	Dental Light	Medical Illumination	22814	115/230V, 50/60Hz		2.5											
25	X-Ray Monitor	IDEXX	Vision Dr	110V												Wall Mount. See blocking detail 2/A-6.	
26	Radiography Generator			110V													
27	Radiography Table	Sedecal	Vetray	208/230/240V AC Single Phase													
28	X-Ray Apron Back	Wolf	16400	115V, 50/60Hz		6										Wall Mount. See blocking detail 1/A-6.	
29	Dental X-Ray	SSC	100005283 Heliodent Plus	208V												Wall Mounted 81" arm, Contractor to provide blocking as Req.	
30	Dental Unit	IM3	42-12	110V											Self Contained	Mobile Unit; Coordinate Height w/Millwork for Docking	
31	Shoreline Cages	Shoreline														Kennel Type 3, Stainless Steel	
32	Modular Kennels	Mason Company														FRP Color: Pearl	
33	Bench															Selected by Tenant; coordinate w/G.C.	
34	Refrigerator			110V												Selected by Tenant; coordinate w/G.C.	
35	Under Counter Refrigerator			110V												Selected by Tenant; coordinate w/G.C.	
36	Freezer			110V												60"; Selected by Tenant; coordinate w/G.C.	
37	Laundry Units			120V/240V										1/2"	1/2"	2" PVC	Selected by Tenant; coordinate w/G.C.
38	Coffee Maker			110V												Selected by Tenant; coordinate w/G.C.	
39	Suction Canister			110V												Coordinate recessed wall mounted connection	
40	Leash Anchors																

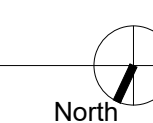
**Notes:**

1. Verify exact make and model with tenant.
2. See manufacturer's specs for exact requirements and installation procedures.

Note:  
Refer to Power Plan sheet E-1 for outlet locations and type.



**Equipment Plan**  
Scale: 1/4" = 1'-0"



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**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

INTERIOR REMODEL FOR:

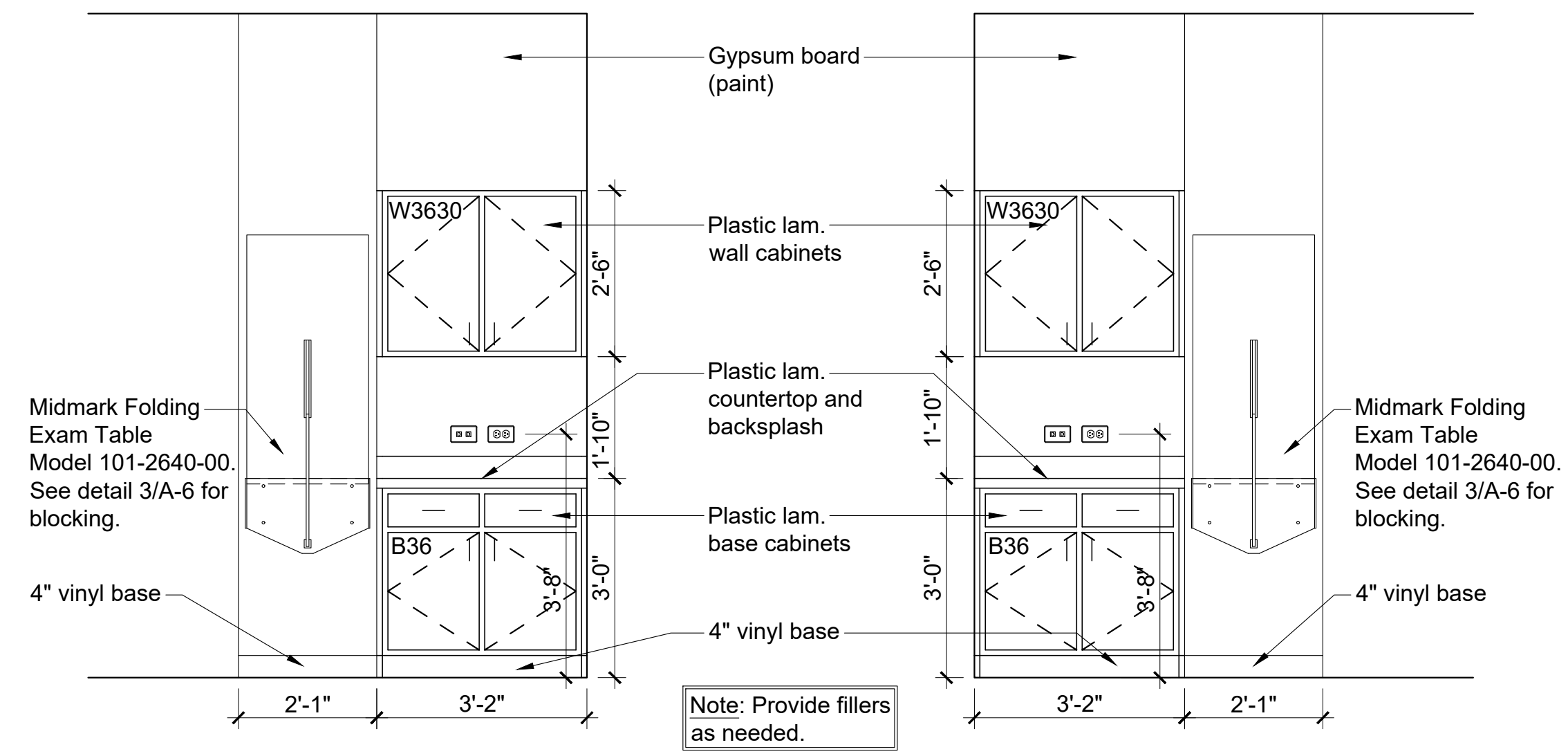
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1	06-08-20			

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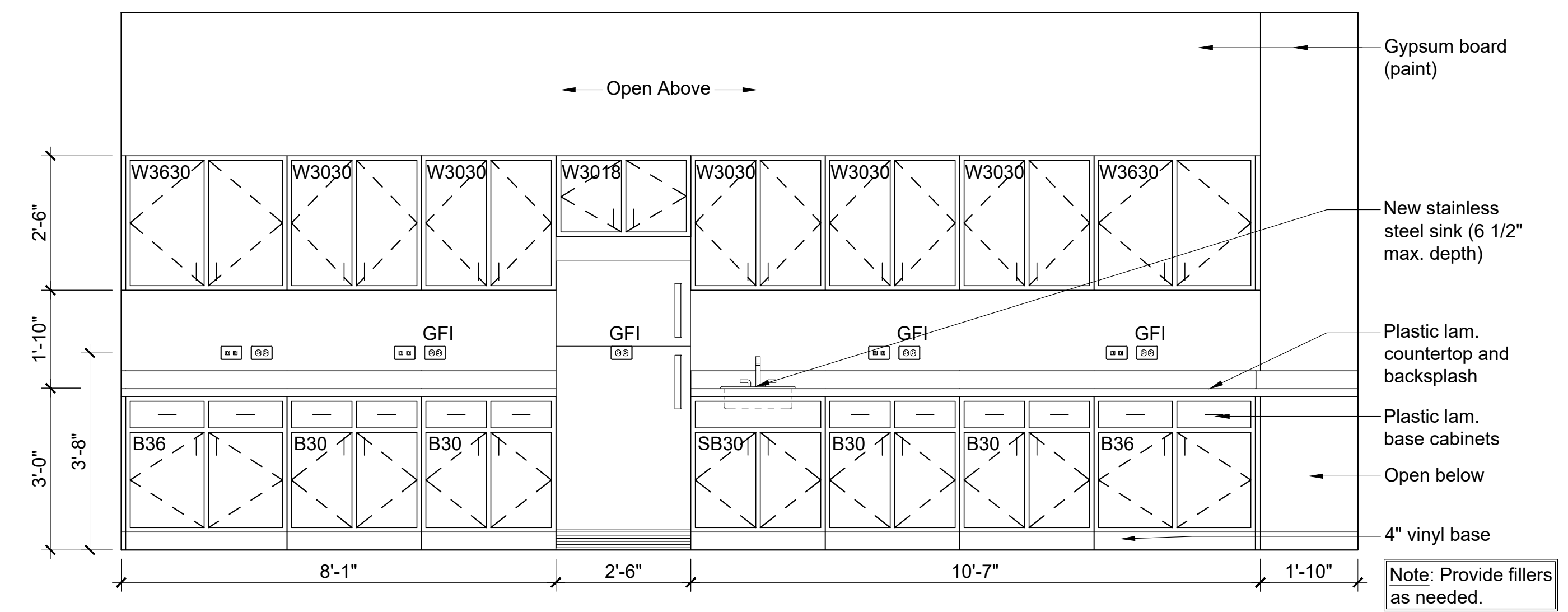
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Date: 06-08-20 Sheet 4 of 7

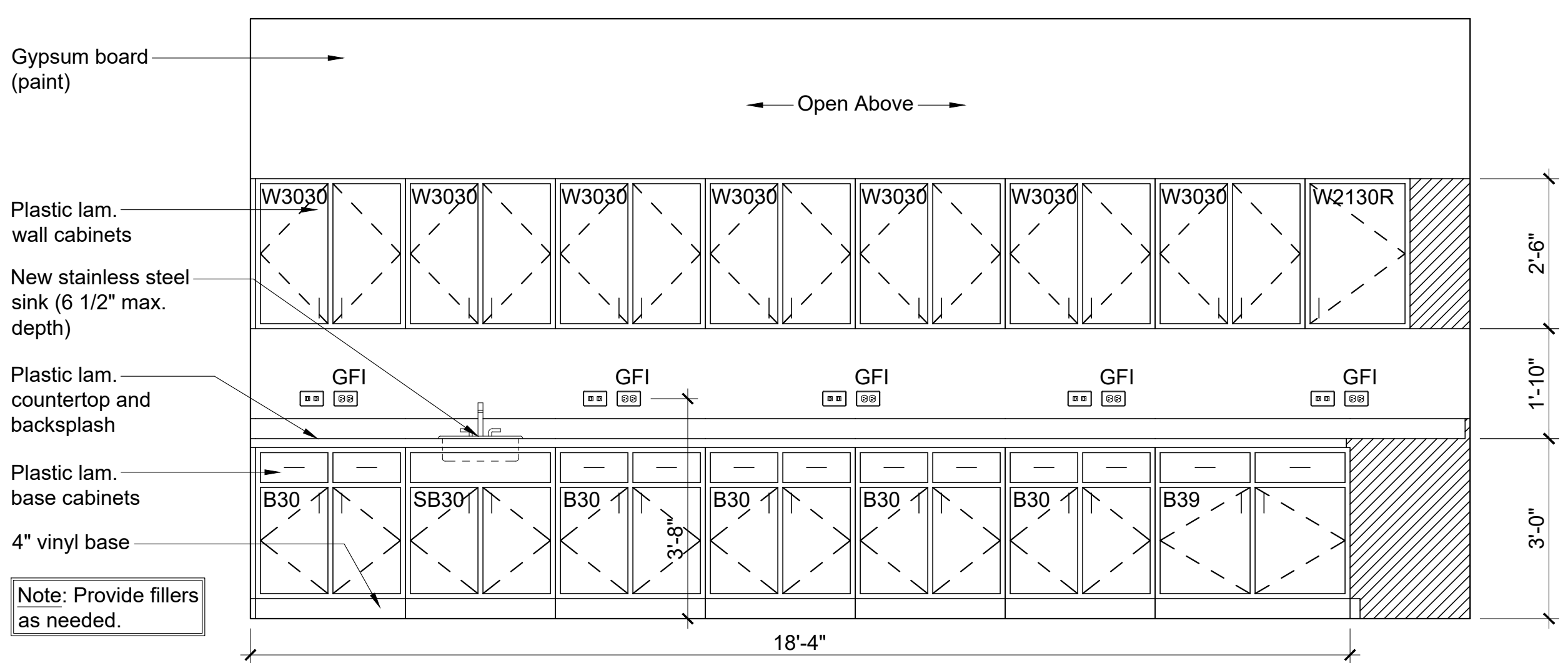


**1 Elevation @ Exam Rms #103 & #105**  
 Scale: 1/2" = 1'-0"

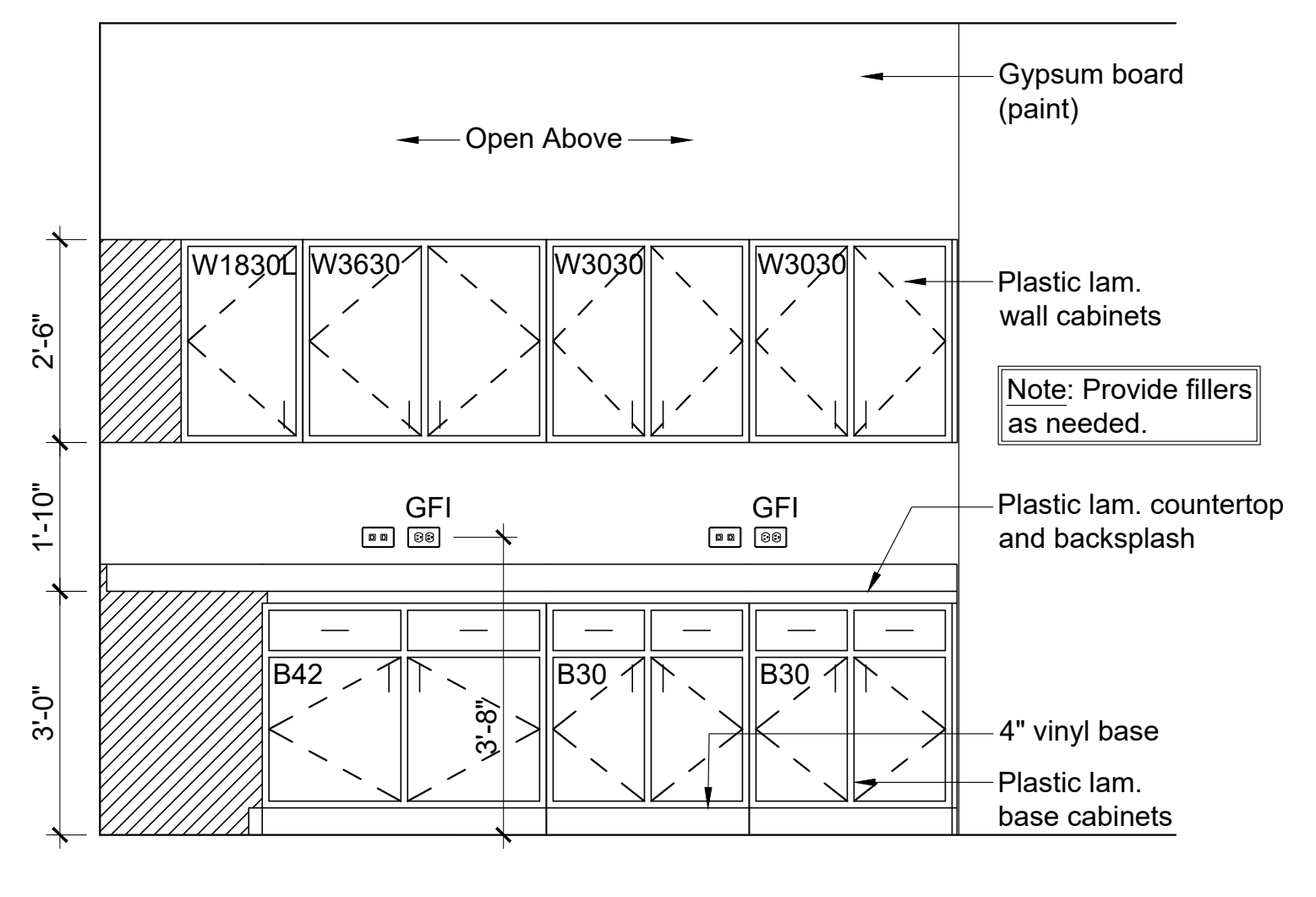


**3 Elevation @ Pharmacy #106**  
 Scale: 1/2" = 1'-0"

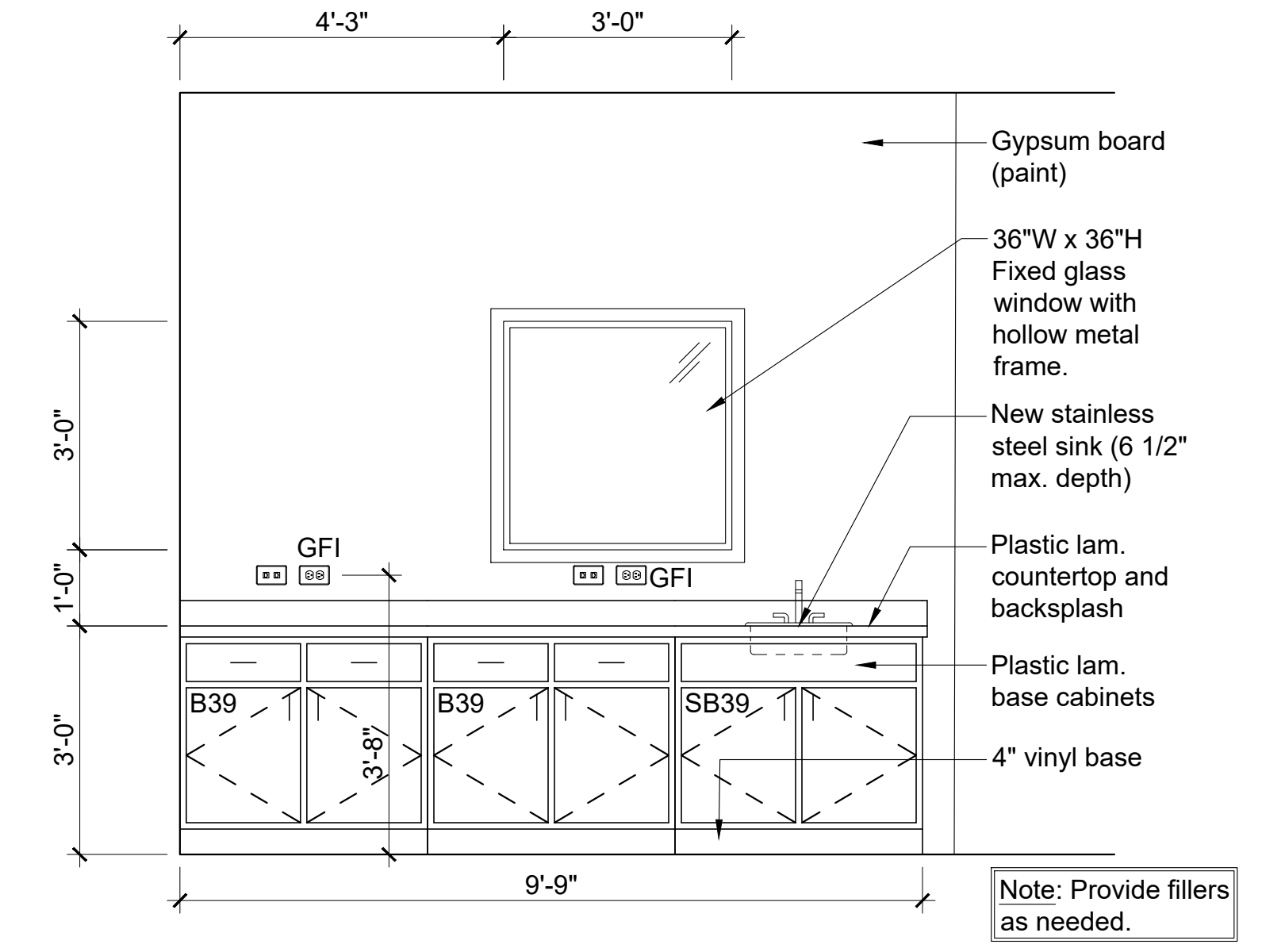
**2 Elevation @ Exam Rms #107 & #111**  
 Scale: 1/2" = 1'-0"



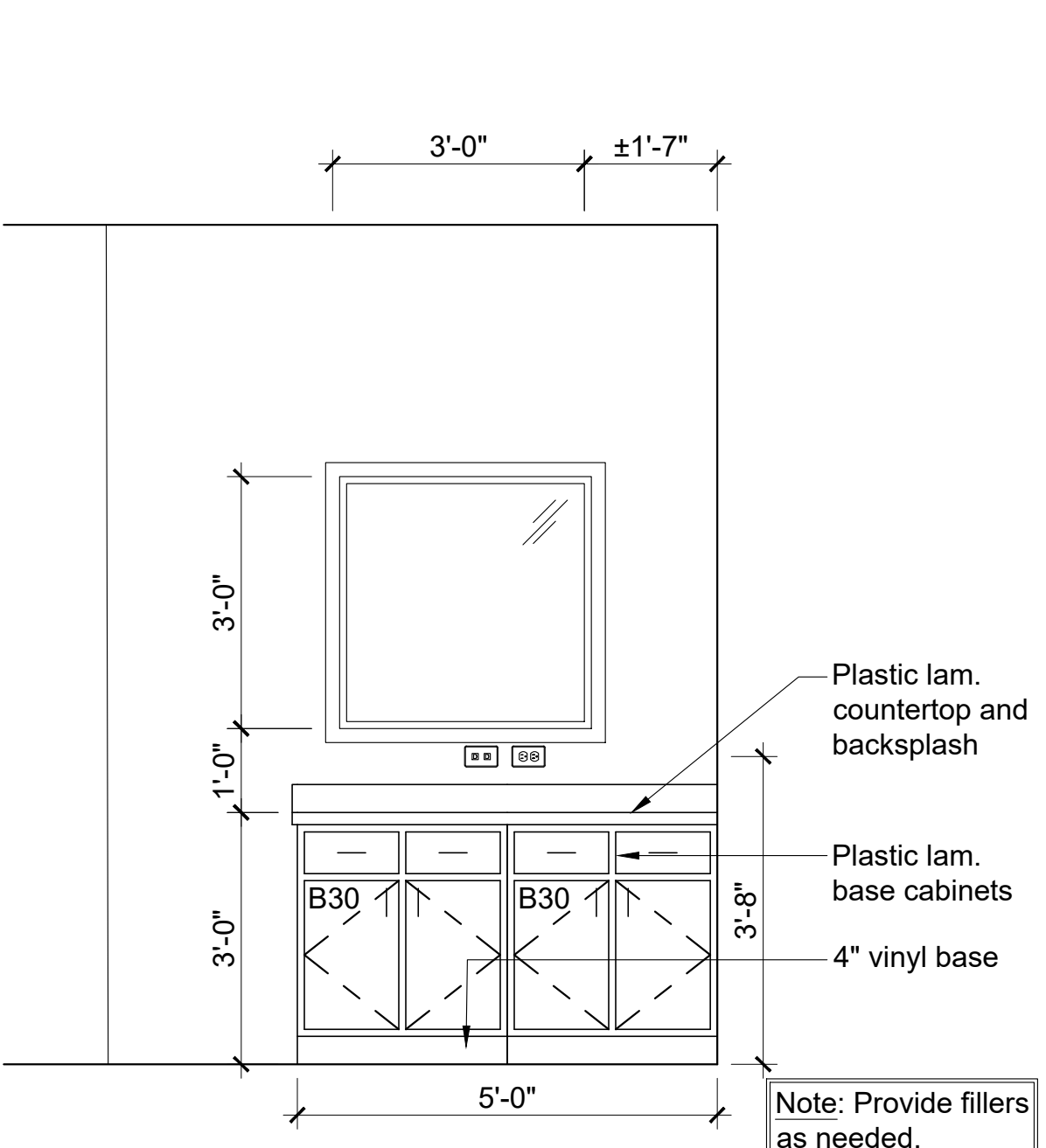
**4 Elevation @ Treatment #112**  
 Scale: 1/2" = 1'-0"



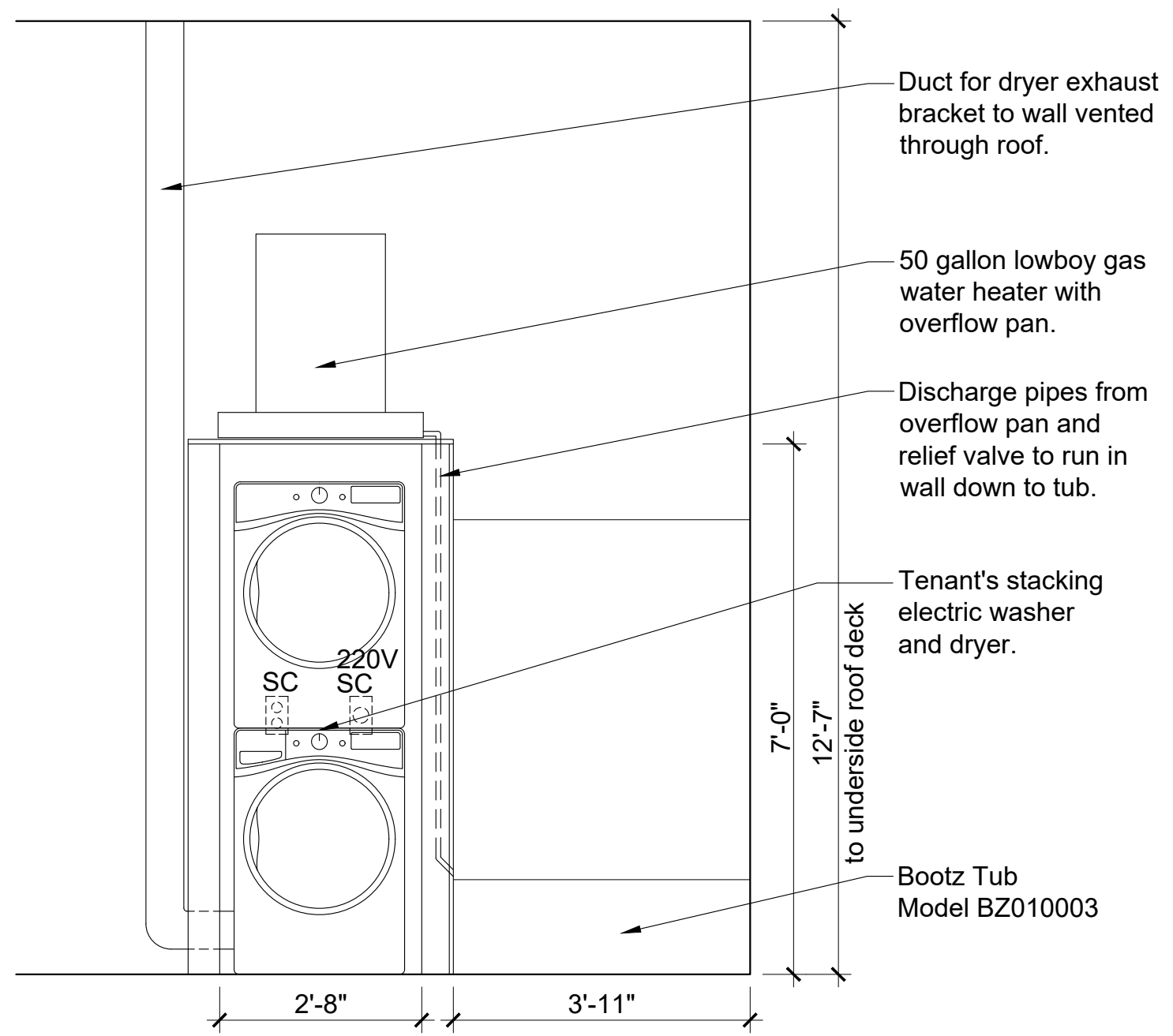
**5 Elevation @ Treatment #112**  
 Scale: 1/2" = 1'-0"



**6 Elevation @ Treatment #112**  
 Scale: 1/2" = 1'-0"



**7 Elevation @ Surgery #114**  
 Scale: 1/2" = 1'-0"

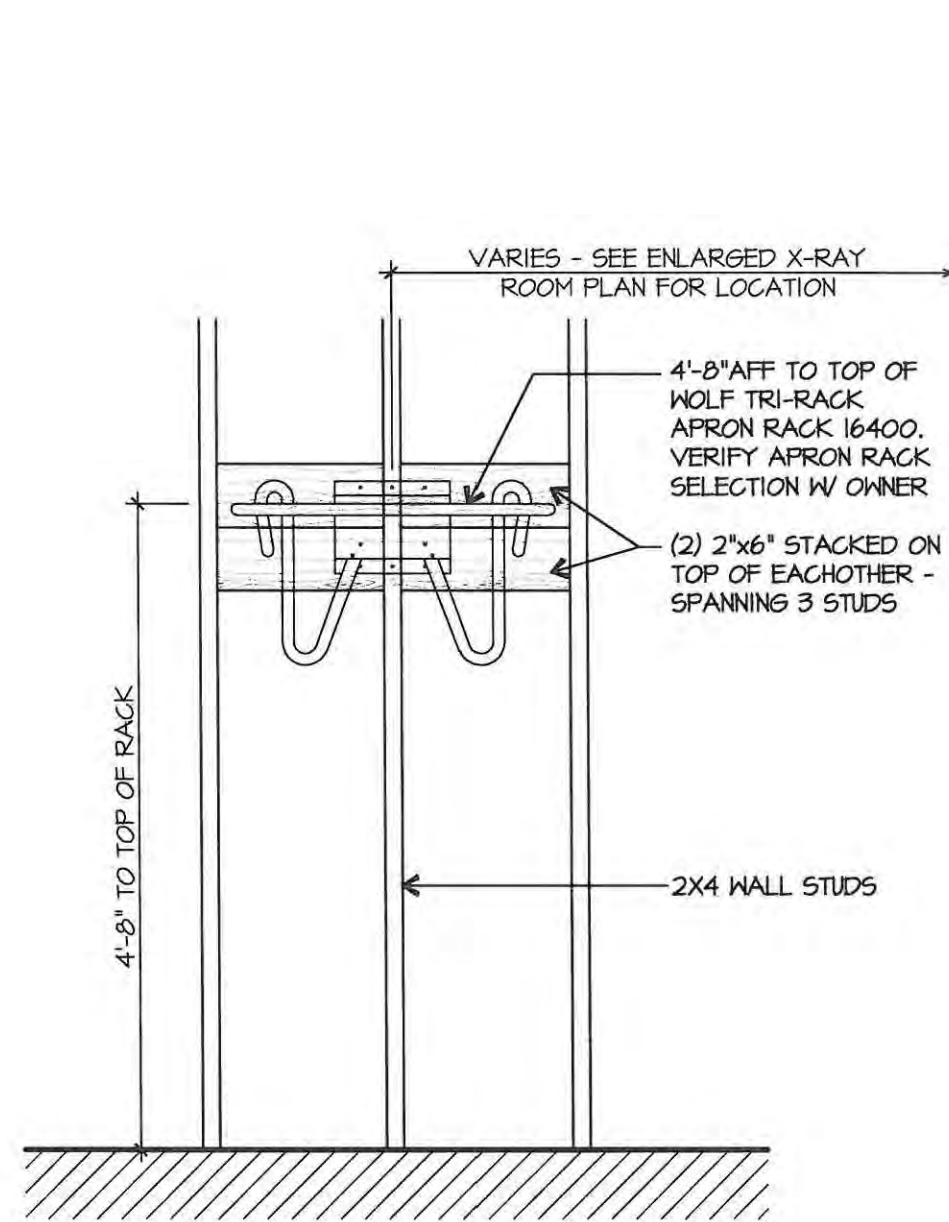


**8 Elevation @ Staff Area #118**  
 Scale: 1/2" = 1'-0"

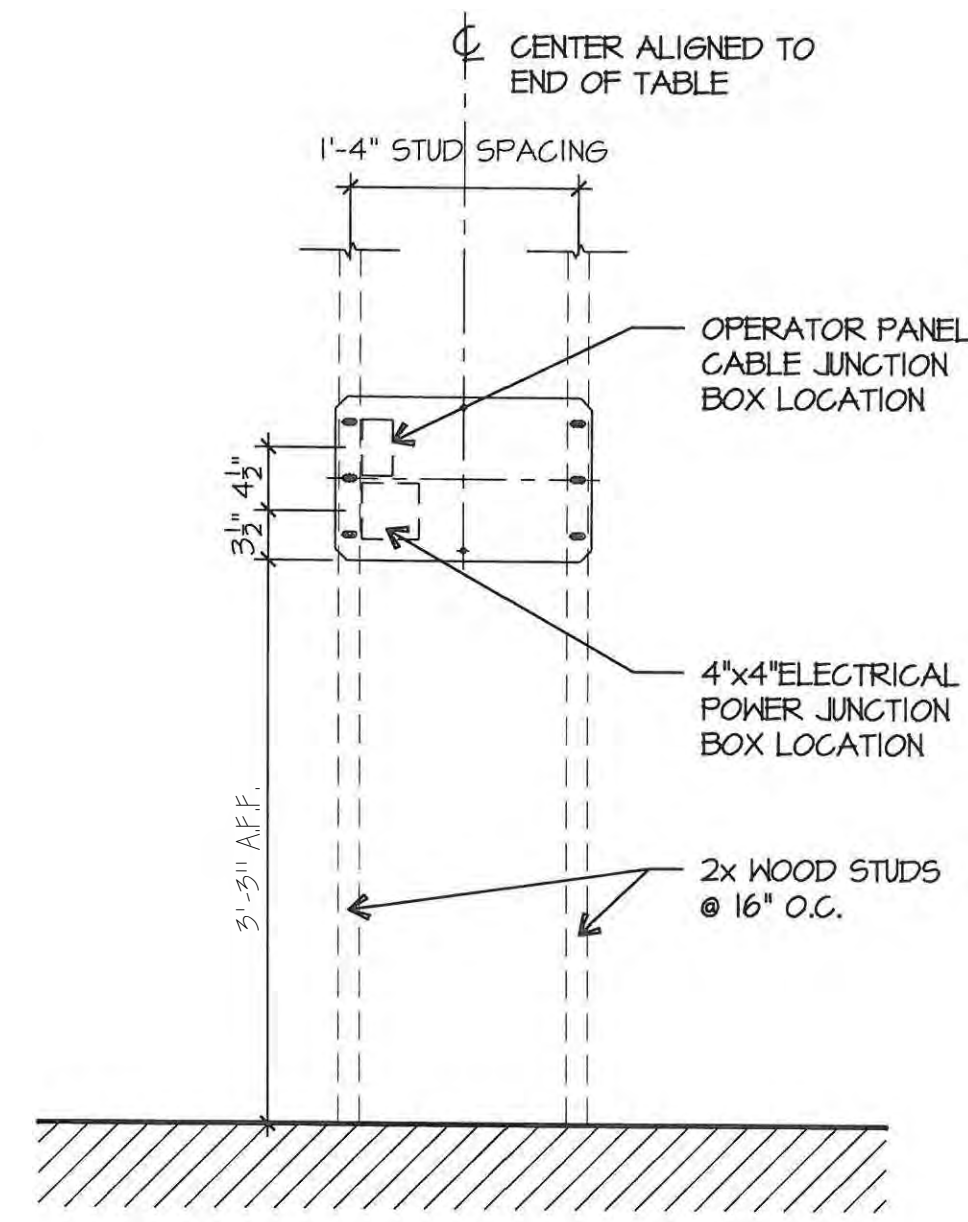
INTERIOR REMODEL FOR:

**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

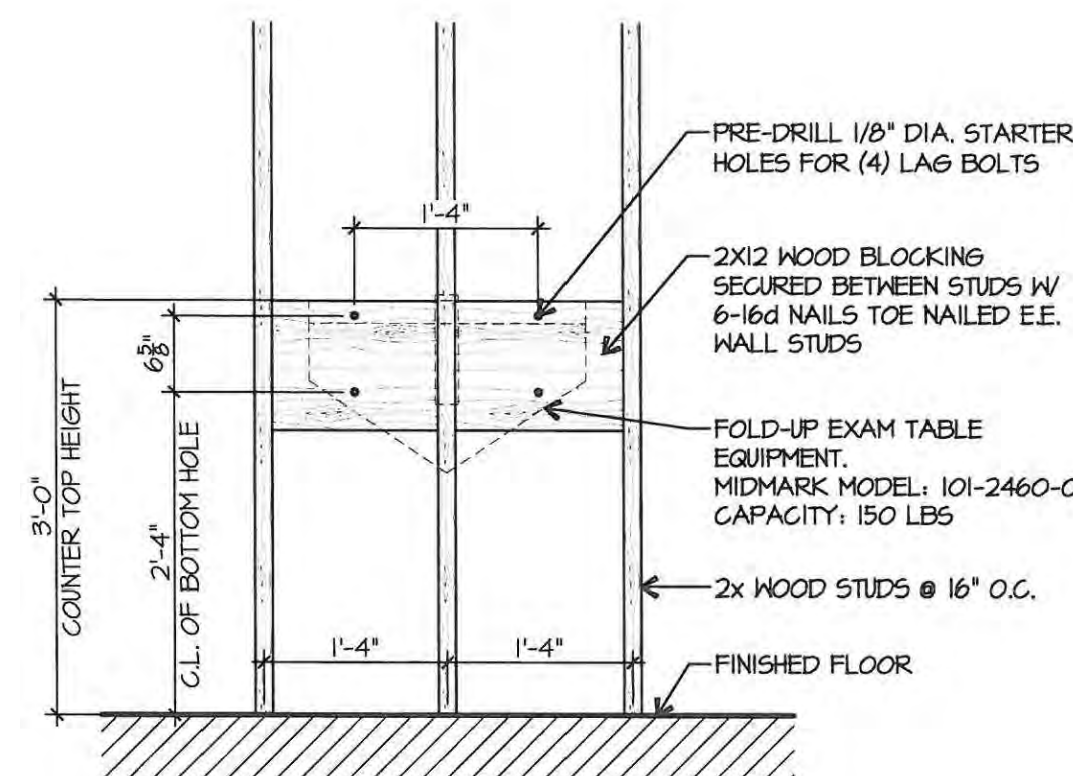
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1	06-08-20	Issued for Review



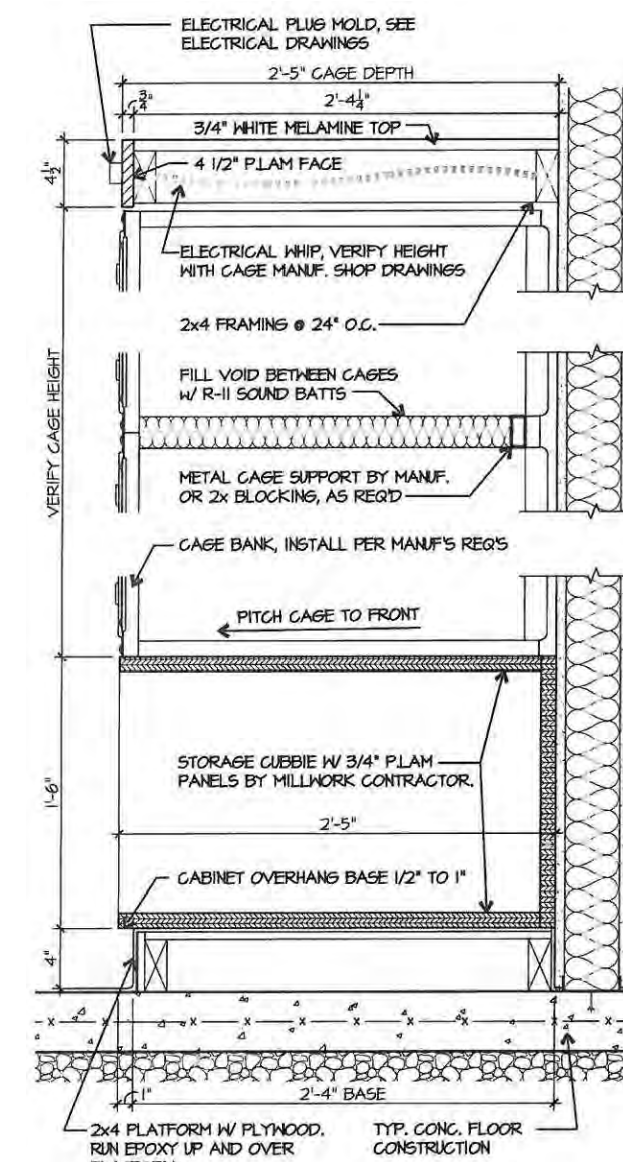
**1** Blocking Detail @ Apron Holder X-ray Rm #116  
Not to Scale



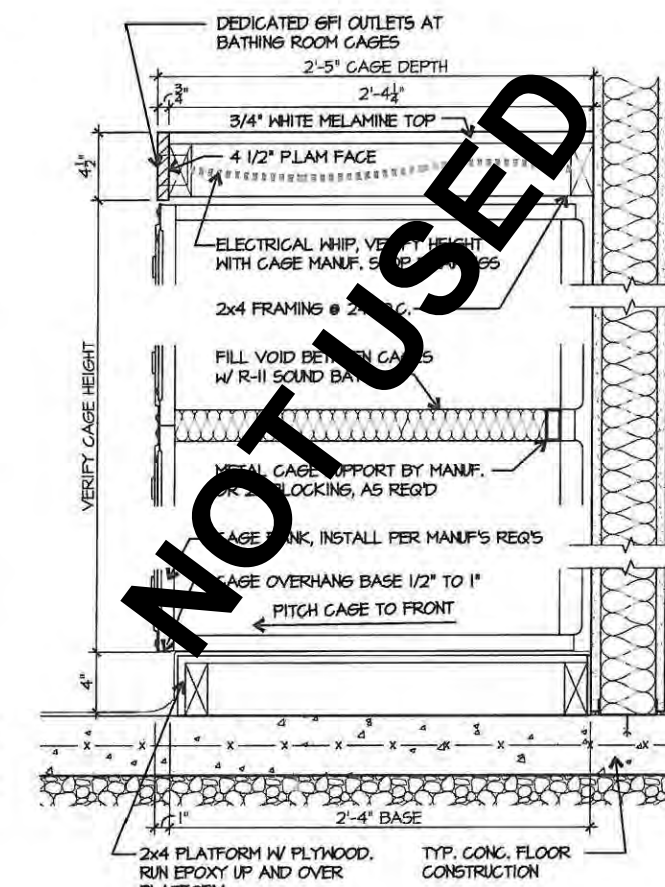
**2** Blocking Detail @ X-ray Control X-ray Rm #116  
Not to Scale



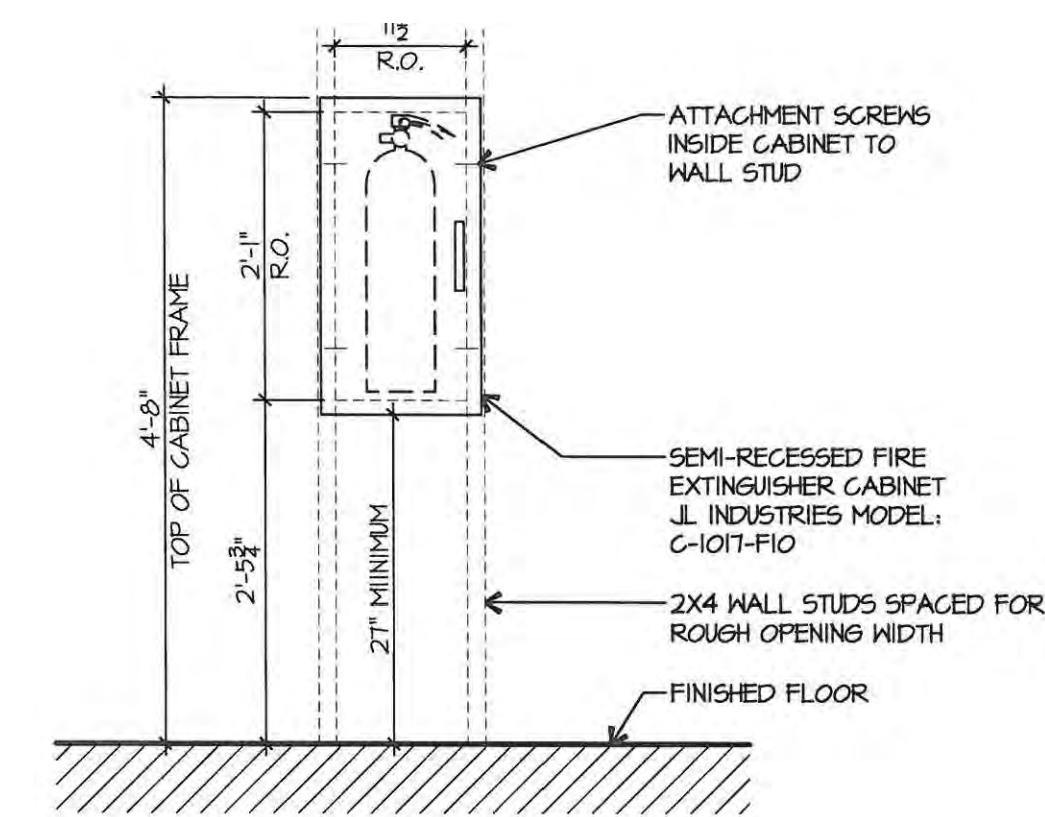
**3** Blocking Detail @ Folding Exam Table (Typical)  
Not to Scale



**4** Section @ Cat Ward #113  
Not to Scale

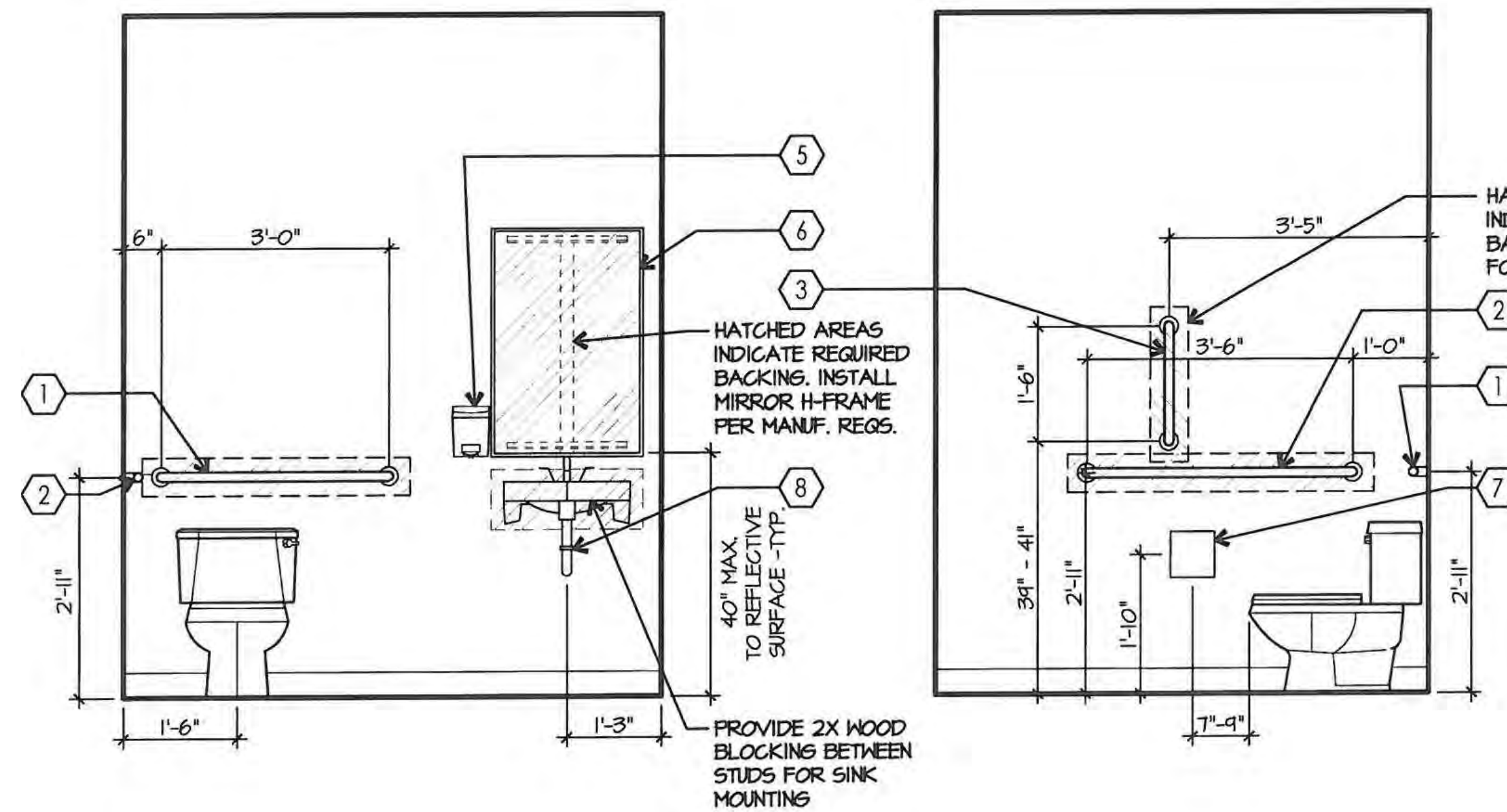


**5** Section @ Dog Ward #115  
Not to Scale

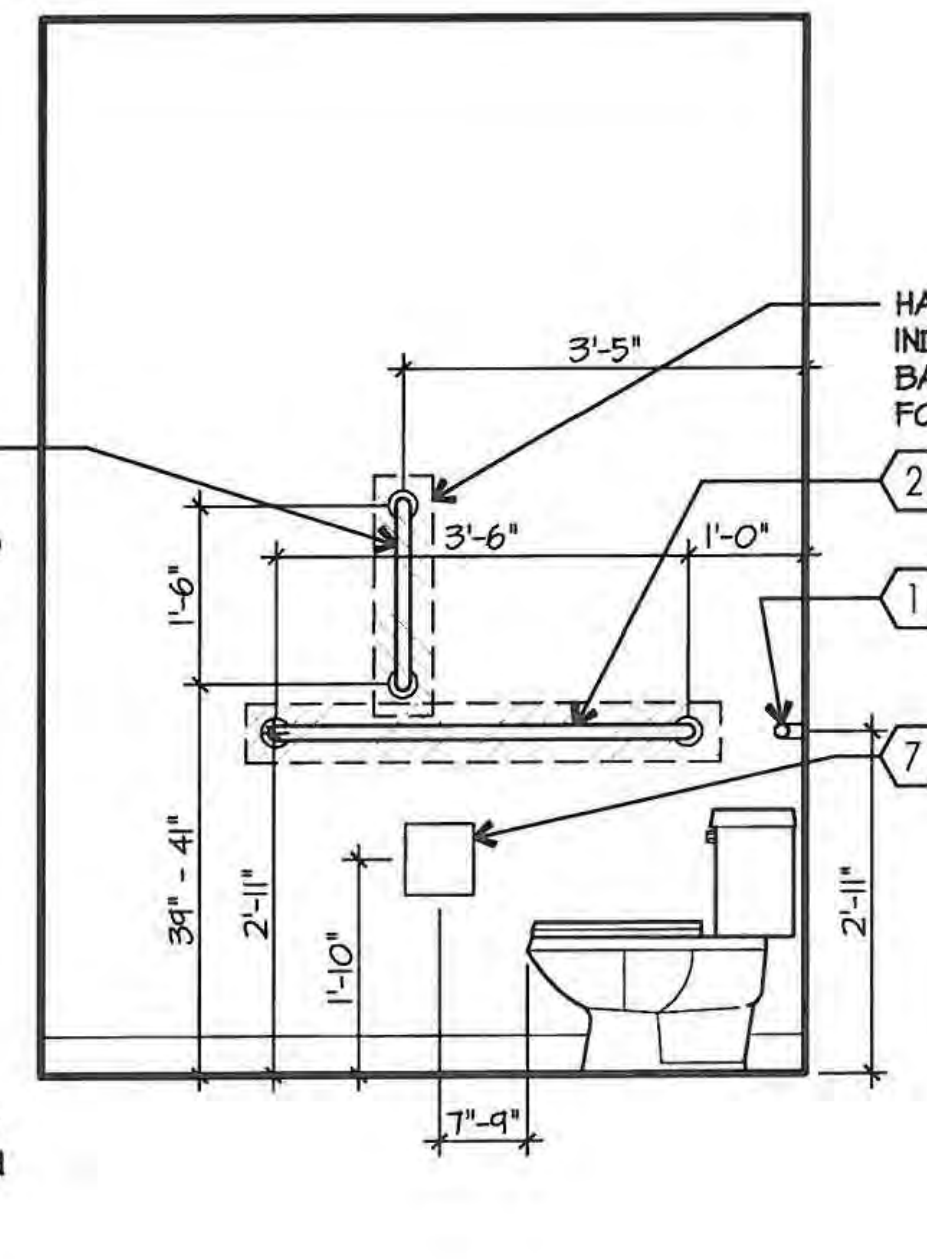


**6** Fire Extinguisher Cabinet Blocking  
Not to Scale

NOTE: DETAIL FOR SEMI-RECESSED CABINET IN NON FIRE-RATED WALLS. REFER TO MANUFACTURER FOR ROUGH OPENING SIZE IF CABINET IS IN FIRE-RATED WALLS



**7** Toilet Room Blocking  
Not to Scale



**8** Toilet Room Blocking  
Not to Scale

TOILET ACCESSORY SCHEDULE			
#	DESCRIPTION	CATALOG #	NOTES
1	S.S. GRAB BARS W/ SNAP FLANGE - 36" HORIZONTAL	ASI - 3800 SERIES - 1/2" DIA.	REINFORCING AS REQUIRED
2	S.S. GRAB BARS W/ SNAP FLANGE - 42" HORIZONTAL	ASI - 3800 SERIES - 1/2" DIA.	REINFORCING AS REQUIRED
3	S.S. GRAB BARS W/ SNAP FLANGE - 18" VERTICAL	ASI - 3800 SERIES - 1/2" DIA.	REINFORCING AS REQUIRED
4	PAPER TOWEL DISPENSER	6451 (RECESSED)	COORD. INSTALL W/ WALL FRAMING & SWITCH
5	SOAP DISPENSER	0361 (SURFACE MOUNTED)	CAPACITY 34 OZ. SPOUT
6	S.S. 24"x36" SURFACE MOUNTED ANGLE FRAMED MIRROR	0620 2436	
7	TOILET PAPER DISPENSER	0031 (SURFACE MOUNTED)	
8	PROTECTIVE PIPE COVERS	AS MANUFACTURED BY TRIEBRO - CLEAR WHITE	

ACCESSORY NOTES:  
 1. ACCESSORIES LISTED ABOVE ARE BASED ON AMERICAN SPECIALTIES INC., ALTERNATES OF EQUAL OR BETTER QUALITY, AT THE OWNER'S APPROVAL, SHALL BE ACCEPTABLE.  
 2. COORDINATE WITH ACCESSIBILITY REQUIREMENTS - SHEETS A-4.0 AND A-4.1  
 3. COORDINATE COMPATIBILITY WITH ALL PLUMBING FIXTURES

TYP. BACKING @ RESTROOM ACCESSORIES W/ WOOD STUDS

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INTERIOR REMODEL FOR:

VETERINARY CLINIC  
 917 S RAND RD  
 LAKE ZURICH, ILLINOIS

No. 1  
 Date: 06-08-20  
 Issued for Review

SEFG No. 120091	SHEET: A-6
Drawn: KMT	
Checked: S.E.F.G.	
Date: 06-08-20	

## ROOM FINISH SCHEDULE

Room Number	Room Name	Floor	Base	Wall	Ceiling	Ceiling Height	Remarks
101	Waiting				ATC-1	10'-0" A.F.F.	
102	Toilet				ATC-2	10'-0" A.F.F.	
103	Exam 1				ATC-1	10'-0" A.F.F.	
104	Reception				ATC-1	10'-0" A.F.F.	New gypsum board soffit at 9'-0" A.F.F.
105	Exam 2				ATC-1	10'-0" A.F.F.	
106	Pharmacy				ATC-2	10'-0" A.F.F.	
107	Exam 3				ATC-2	10'-0" A.F.F.	
108	Hall				ATC-2	10'-0" A.F.F.	
109	Office				ATC-2	10'-0" A.F.F.	
110	Exam 5				ATC-1	10'-0" A.F.F.	
111	Exam 4				ATC-1	10'-0" A.F.F.	
112	Treatment				ATC-2	10'-0" A.F.F.	
113	Cat Ward				ATC-2	10'-0" A.F.F.	
114	Surgery				ATC-2	10'-0" A.F.F.	
115	Dog Ward				ATC-2	10'-0" A.F.F.	
116	X-ray Room				ATC-2	10'-0" A.F.F.	
117	Isolation				ATC-2	10'-0" A.F.F.	
118	Staff Area				Open to Deck		
119	Toilet Room				ATC-2	10'-0" A.F.F.	

### Legend

Floor: _____	Wall: _____
Base: _____	Ceiling: ATC-1 New 2x2 Acoustical Tile Ceiling ATC-2 New 2x4 Acoustical Tile Ceiling Gyp. Bd. New Firecode Gypsum Board

### Notes:

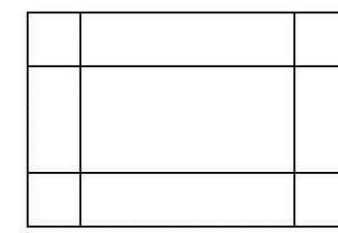
- All colors, styles and finishes to be approved by doctor.
- Sand the existing concrete floor to remove the sealer to provide a suitable floor surface to adhere the flooring.
- Skim coat the existing concrete floor with Ardex floor leveling compound as necessary for uneven surfaces before installation of flooring.
- Provide and install new vinyl 4" base boards through-out the space.

## INTERIOR FINISHES

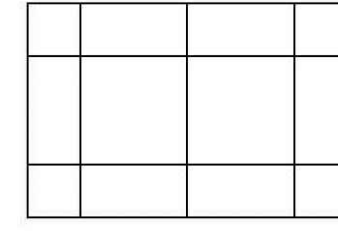
### CLASS 2

Material	Flame Spread	Smoke Developed
Carpet	.45 Watts/ Sq. cm	200
Tile	0	0
VCT	20	450
Vinyl Base	20	450
Paint	10	5
Acoustical Tile	25	10
Acoustical Tile (Vinyl coated)	20	5

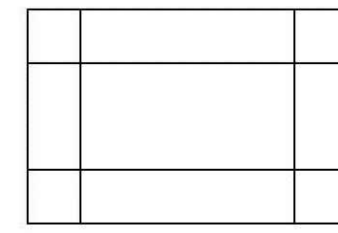
## CEILING FINISH SYMBOLS



ACT-1 USG #2315 RADAR, 2'x4'x5/8", SQUARE EDGE, WHITE, FIRE RATED TILE LAID ON A CMC 1200 SERIES, 15/16" WHITE, CLASS "A" GRID SYSTEM



ACT-2 USG #8122 ASTRO, 2'x2'x5/8", REVEALED EDGE, WHITE, FIRE RATED TILE LAID ON A CMC 1200 SERIES, 15/16", WHITE, CLASS "A" GRID SYSTEM



ACT-3 USG #3210 SHEETROCK (VINYL COVERED GYP), 2'x4'x1/2", SQUARE EDGE, WHITE, FIRE RATED TILE LAID ON A CMC 830 SERIES, 15/16", WHITE, ALL ALUMINUM GRID SYSTEM

ALTERNATE

ACT-4 ROCKFON ARTIC 50 2'x4'x5/8", SQUARE EDGE, WHITE, LAID ON A CMC 1200 SERIES, 15/16" WHITE, CLASS "A" GRID SYSTEM

## DOOR SCHEDULE

DOOR					FRAME			HARDWARE		Remarks
Door	Type	Size	Material	Finish	Material	Finish	Detail	Hardware Set		
1	Existing	-	-	-	-	-	-	-	Existing to remain.	
2	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ privacy lock, closer, silencers		
3	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
4	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.; w/ Closer and Keyed Entry		
5	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.; w/ Closer and Keyed Entry		
6	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
7	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
8	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
9	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
10	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.; w/ Closer and Keyed Entry		
11	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.; w/ Closer and Keyed Entry		
12	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
13	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
14	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.; w/ Closer and Keyed Entry	Door to remain unlocked in direction of egress	
15	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Entry		
16	Double Acting	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Push Panels		
17	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
18	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
19	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
20	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw.		
21	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Privacy Lock		
22	Flush	3'-0"W x 7'-0"H	S.C. Birch	Paint	HM	Paint		Lever Hdw. w/ Keyed Lockset		
23	Existing	-	-	-	-	-	-	-	Existing to remain.	

### Notes:

- Door and hardware finish to be approved by tenant.
- Verify master keying of all hardware with owner. Verify all hardware requirements with tenant prior to ordering.
- All operating devices on doors shall have a shape that does not require tight grasping or twisting to operate.
- All egress doors shall be readily operable from the interior/egress side without the use of a key (unlocked in the direction of egress) or special knowledge or effort. A lever handle or push paddle must be provided that opens the lock and door in one motion.
- All new doors to be 3'-0" wide with lever hardware unless noted otherwise.
- Door handles, pulls, latches, locks, and other operating devices required to be accessible shall not require tight twisting of the wrist to operate on new and existing doors. (IFC 1008.1.8.1 & NFPA 101-7.2.1.5.9).
- Provide accessible required maneuvering clearance at all doors with closers (18" min. at jamb on pull side, 12" at jamb on push side.).
- All glass in doors to be tempered safety glass.

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**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

INTERIOR REMODEL FOR:

No.	Date:	Issued:	Issued for Review
1	06-08-20		

SEFG No. 120091 SHEET:  
 Drawn: KMT  
 Checked: S.E.F.G. **A-7**  
 Date: 06-08-20 Sheet 7 of 7

**VENTILATION SCHEDULE**

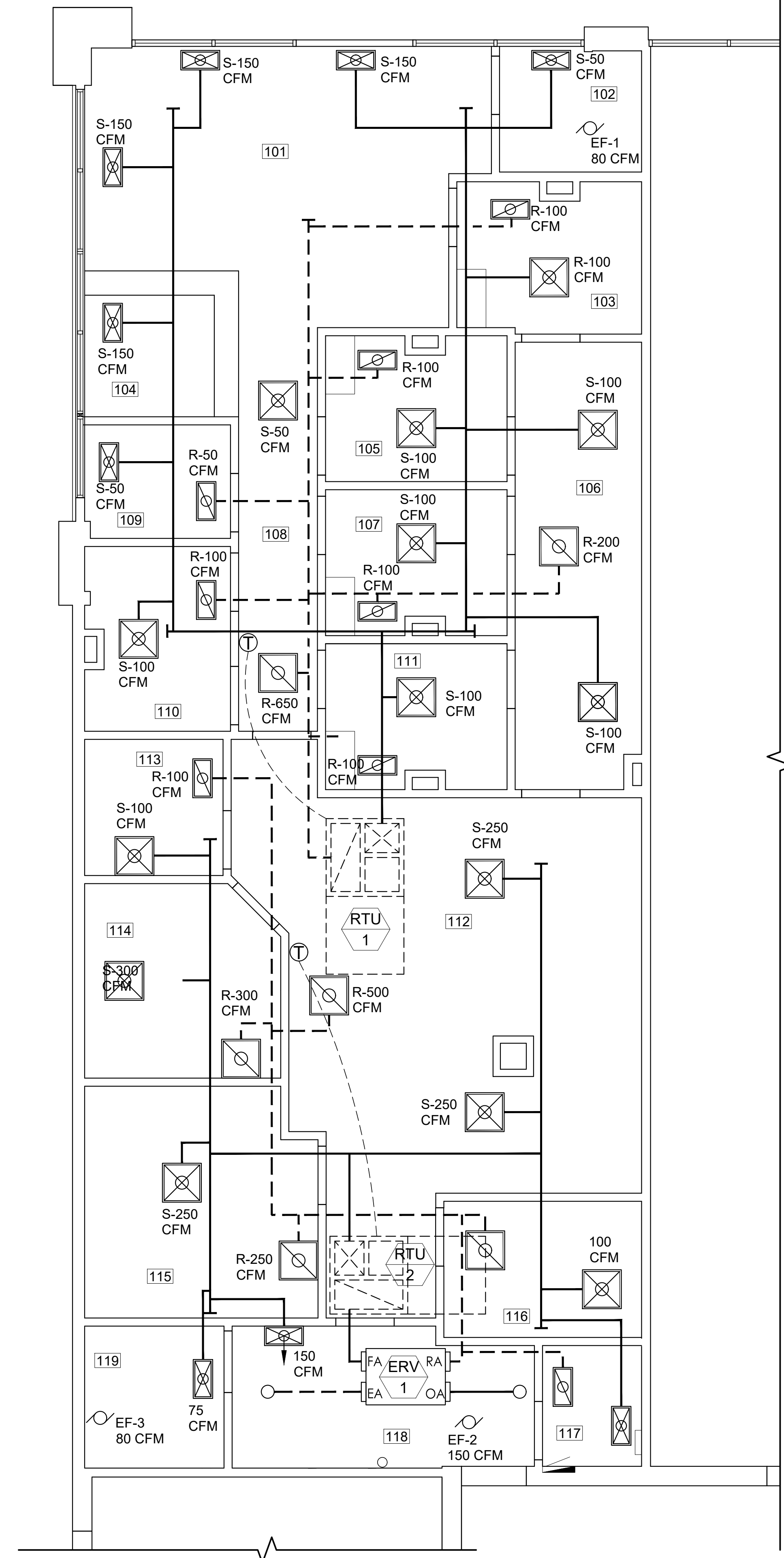
(Based on 2012 International Mechanical Code Table 403.3)  
 \* Actual CFM will meet or exceed International Mechanical Code requirements.

N.R = No Requirements

Room Number	Room Name	Occupancy Classification	Floor Area Sq. Ft.	Fixture Count	Occupant Load	Required Mech. Ventilation		Actual Mech. Ventilation				Supply Fan Source Equipment	Return Fan Source Equipment	Exhaust Fan Source Equipment	Remarks
						CFM Outdoor Air	CFM Air Exhaust	CFM Outdoor Air	CFM Air Supply	CFM Air Return	CFM Air Exhaust				
101	Waiting	Reception Area	260		8	56	0	135	450	450	0	RTU-1	RTU-1		Return in Hall #108
102	Toilet Room	Toilet Room — Public	47	1	0	0	70	15	50	0	80	RTU-1		EF-1	
103	Exam Room	Patient Room	71		1	25	0	30	100	100	0	RTU-1	RTU-1		
104	Reception	Reception Area	59		2	14	0	45	150	150	0	RTU-1	RTU-1		Return in Hall #108
105	Exam Room	Patient Room	68		1	25	0	30	100	100	0	RTU-1	RTU-1		
106	Pharmacy	Pharmacy (prep. area)	148		1	32	0	60	200	200	0	RTU-1	RTU-1		
107	Exam Room	Patient Room	68		1	25	0	30	100	100	0	RTU-1	RTU-1		
108	Hall	Corridor	84		0	5	0	15	50	50	0	RTU-1	RTU-1		Return for Waiting #101 & Reception #104
109	Office	Office	44		1	8	0	15	50	50	0	RTU-1	RTU-1		
110	Exam Room	Patient Room	69		1	25	0	30	100	100	0	RTU-1	RTU-1		
111	Exam Room	Patient Room	68		1	25	0	30	100	100	0	RTU-1	RTU-1		
112	Treatment	Medical Procedure Room	429		9	135	0	150	500	500	0	RTU-2	ERV		
113	Cat Ward	Recovery / ICU	50		1	15	0	30	100	100	0	RTU-2	ERV		
114	Surgery	Operating Room	97		2	60	0	90	300	300	0	RTU-2	ERV		
115	Dog Ward	Recovery / ICU	138		3	45	0	75	250	250	0	RTU-2	ERV		
116	X-ray Room	Patient Room	71		1	25	0	30	100	100	0	RTU-2	ERV		
117	Isolation	Recovery / ICU	32		1	15	0	30	100	100	0	RTU-2	ERV		
118	Staff Area	Office	108		1	11	0	45	150	0	150	RTU-2		EF-2	
119	Toilet Room	Toilet Room — Public	52	1	0	0	70	15	50	0	80	RTU-2		EF-3	
<b>TOTALS:</b>			<b>1,963</b>	<b>2</b>	<b>35</b>	<b>546</b>	<b>140</b>	<b>900</b>	<b>3,000</b>	<b>2,750</b>	<b>310</b>				

**Notes:**

1. ??? existing RTU's are to remain.
2. All ductwork shall be sheet metal and shall meet A.S.H.R.A.E. standards and shall comply with 13-176-160.
3. 100% of code supply of outdoor air shall be 10'-0" away from all exhaust and contamination and O.A.I. shall be 10'-0" above grade.
4. OAI is 2'-0" wide x 2'-6" high at each unit.
5. All dampers shall be locking type.
6. New flexible ducts to be "ZIPP-R FLEX" model # 429-4.
7. New diffusers to be Titus Omni (or equiv.) single cone diffusers.



**Mechanical Plan**

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



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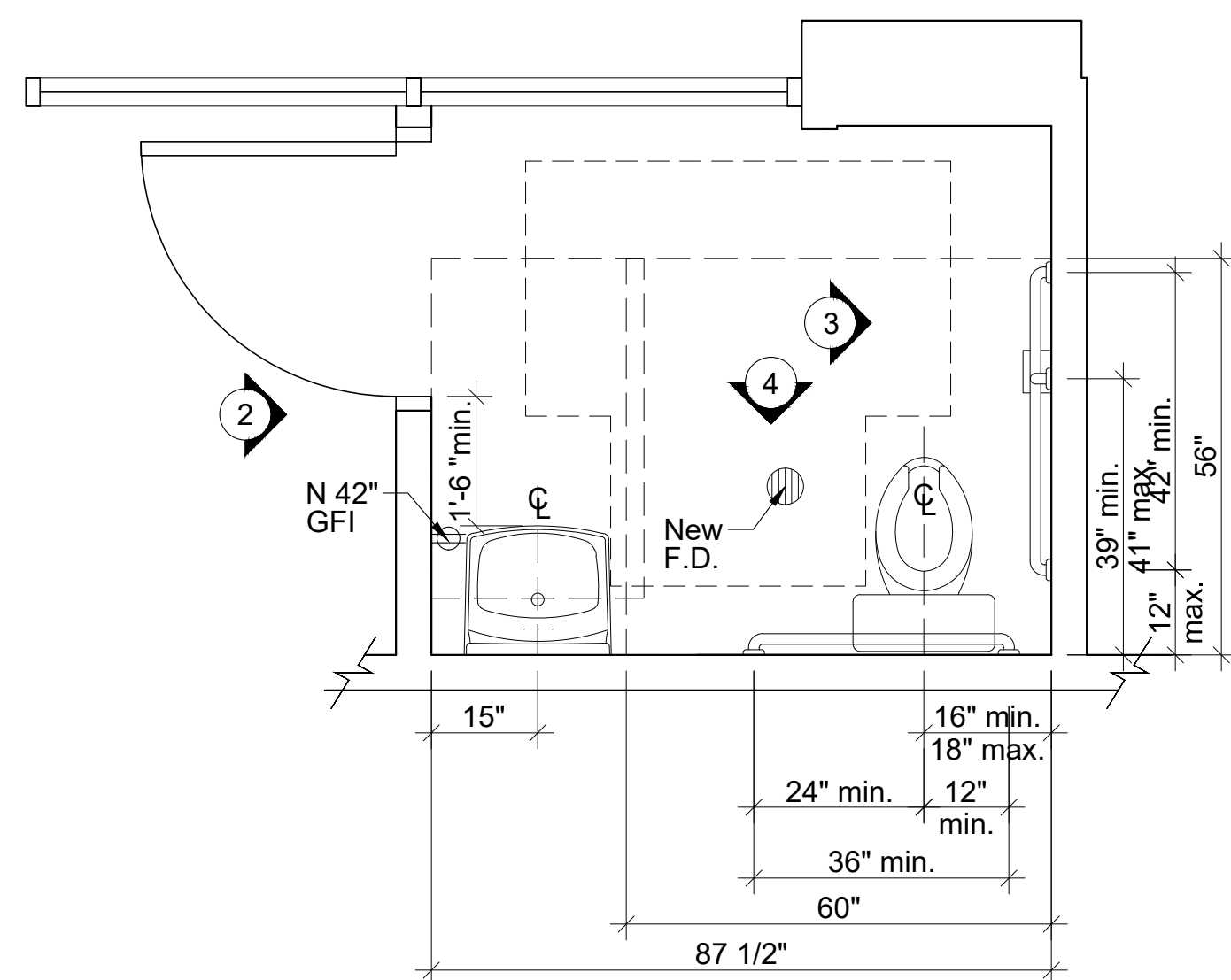
**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

INTERIOR REMODEL FOR:

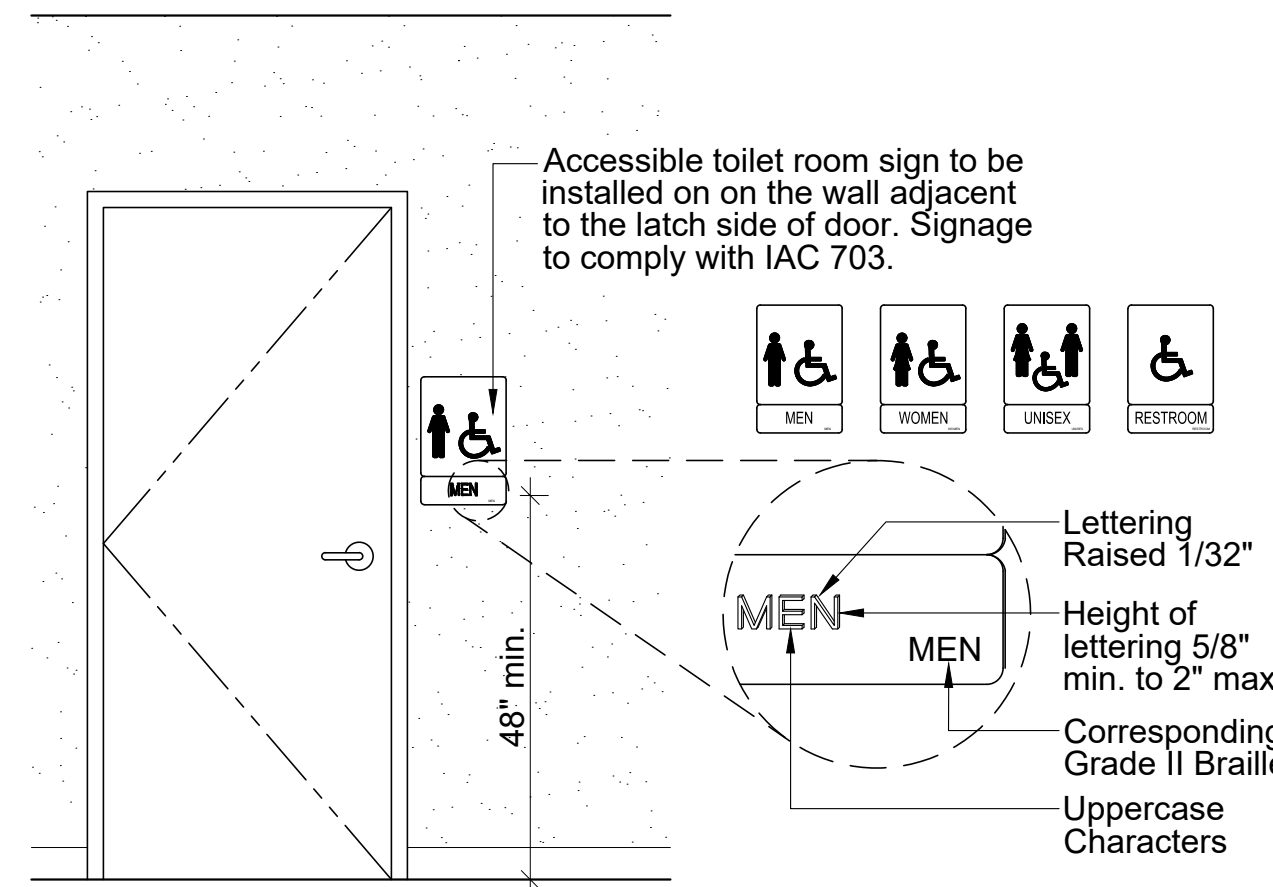
No.	Date	Issued	Issued for Review
1	06-08-20		

SEFG No. 120091 SHEET:  
 Drawn: KMT  
 Checked: S.E.F.G. **M-1**  
 Date: 06-08-20  
 Sheet 1 of 1

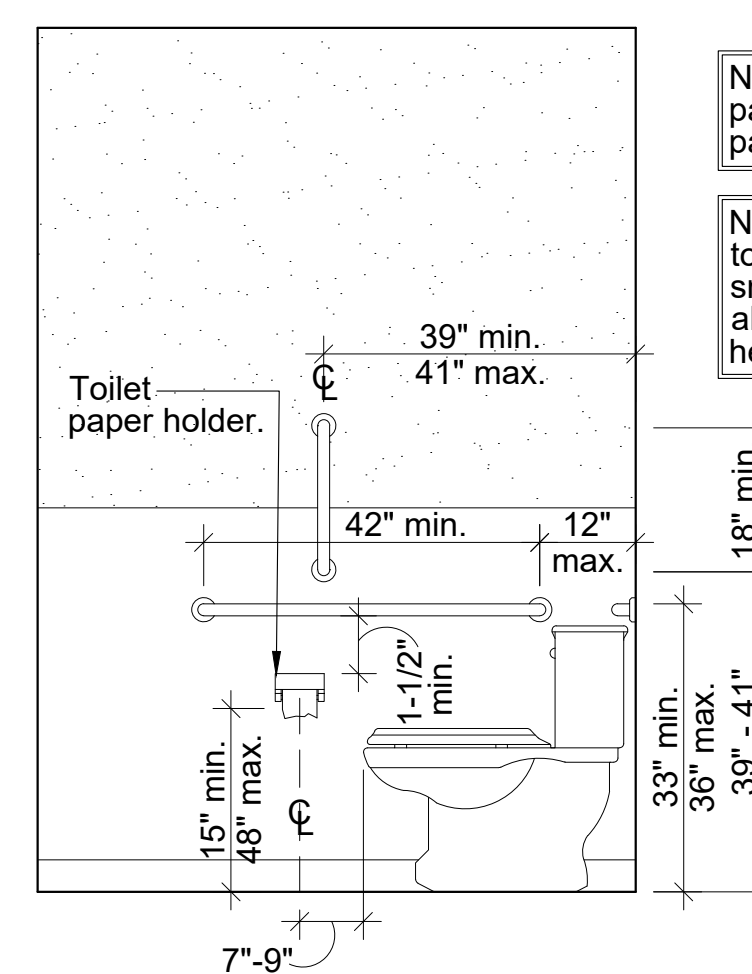




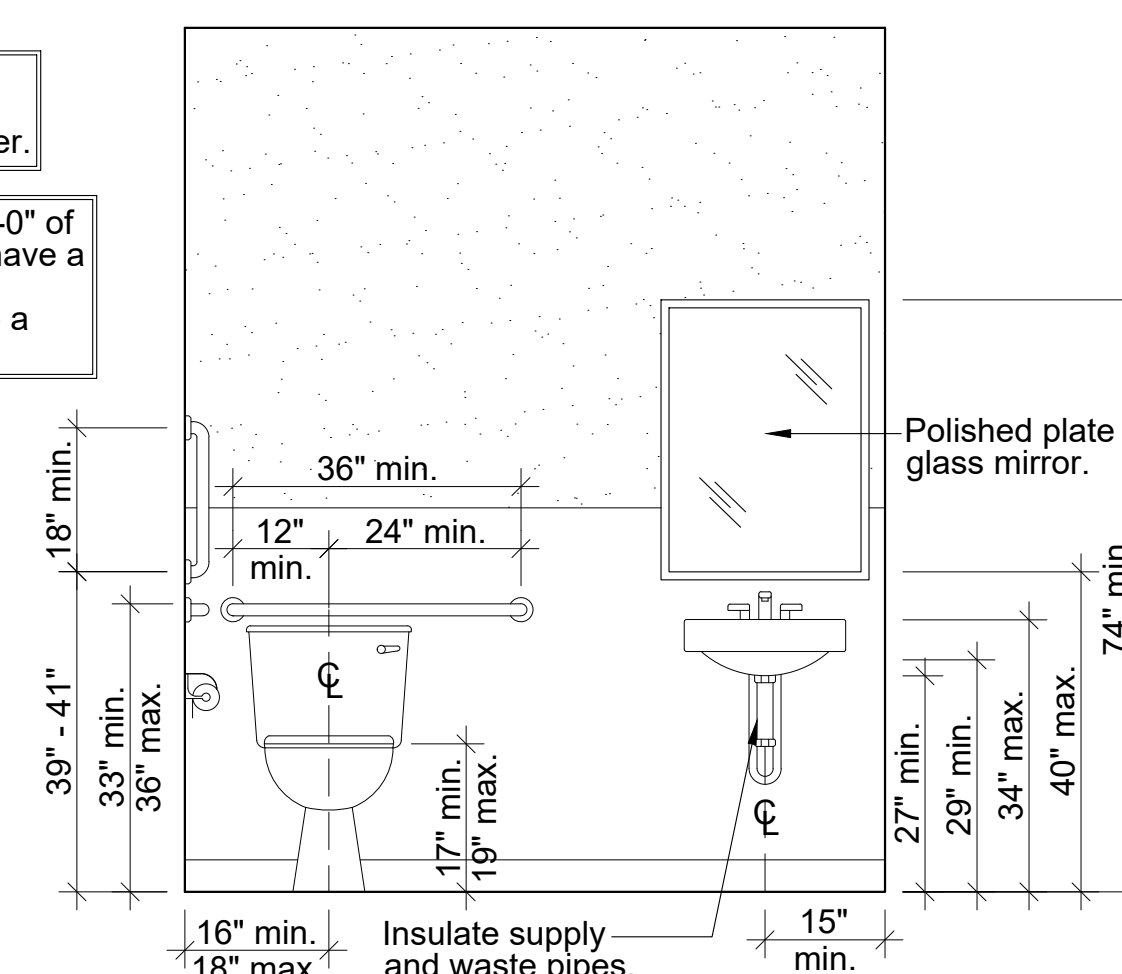
**1 Toilet Room #102 Plan**  
Scale: 1/2" = 1'-0"



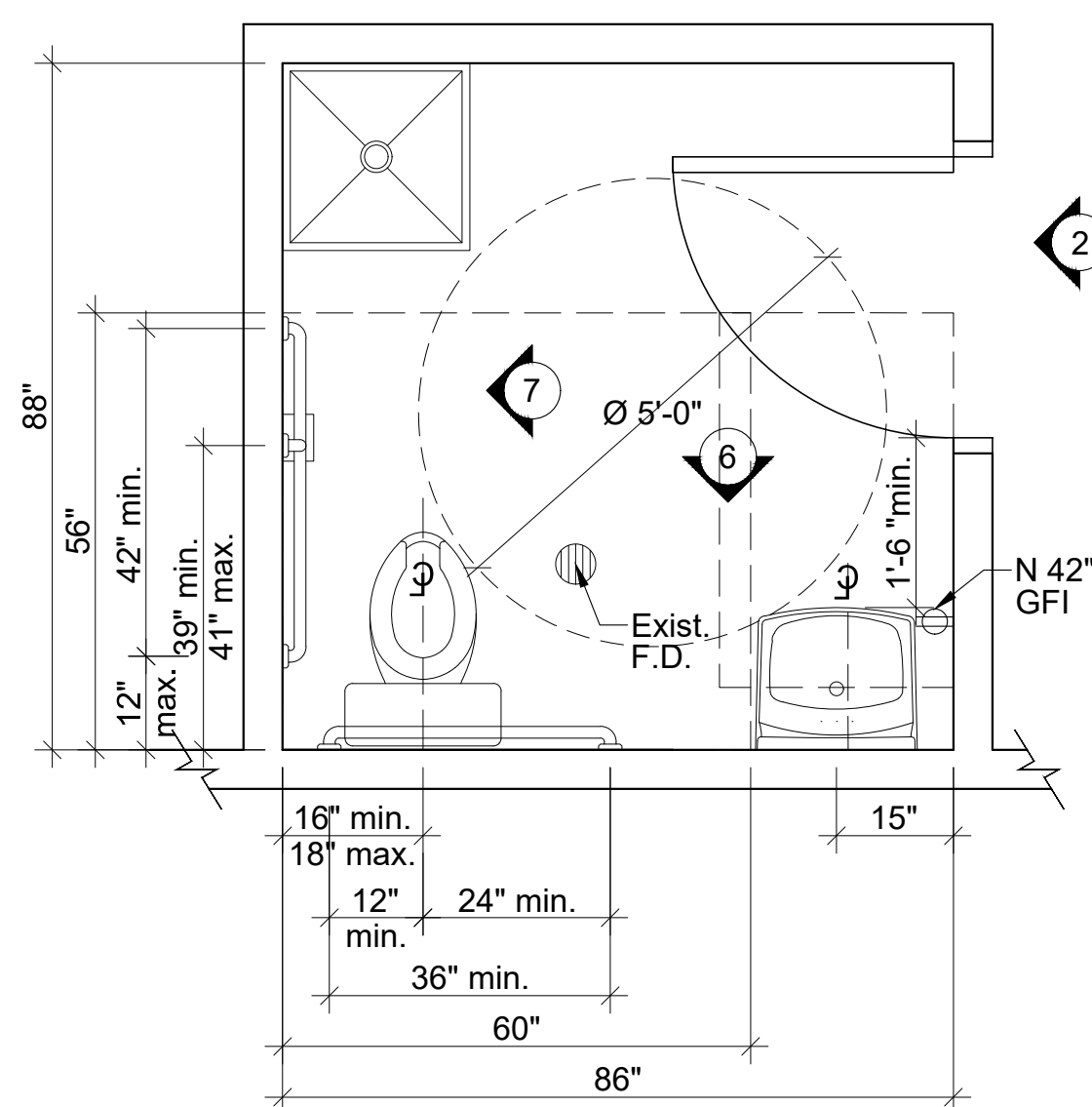
**2 Toilet Room Signage**  
Scale: 1/2" = 1'-0"



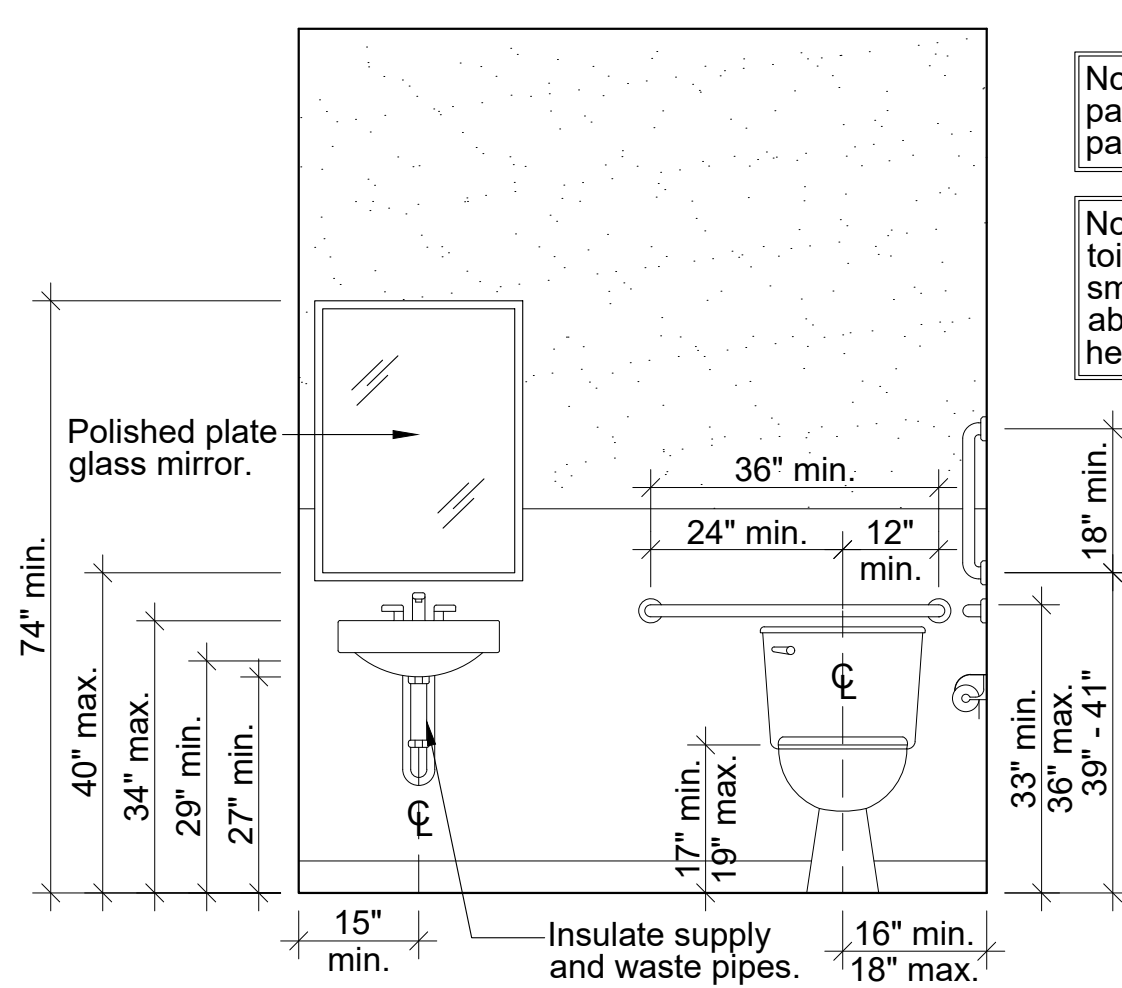
**3 Toilet Room #102 Elevation**  
Scale: 1/2" = 1'-0"



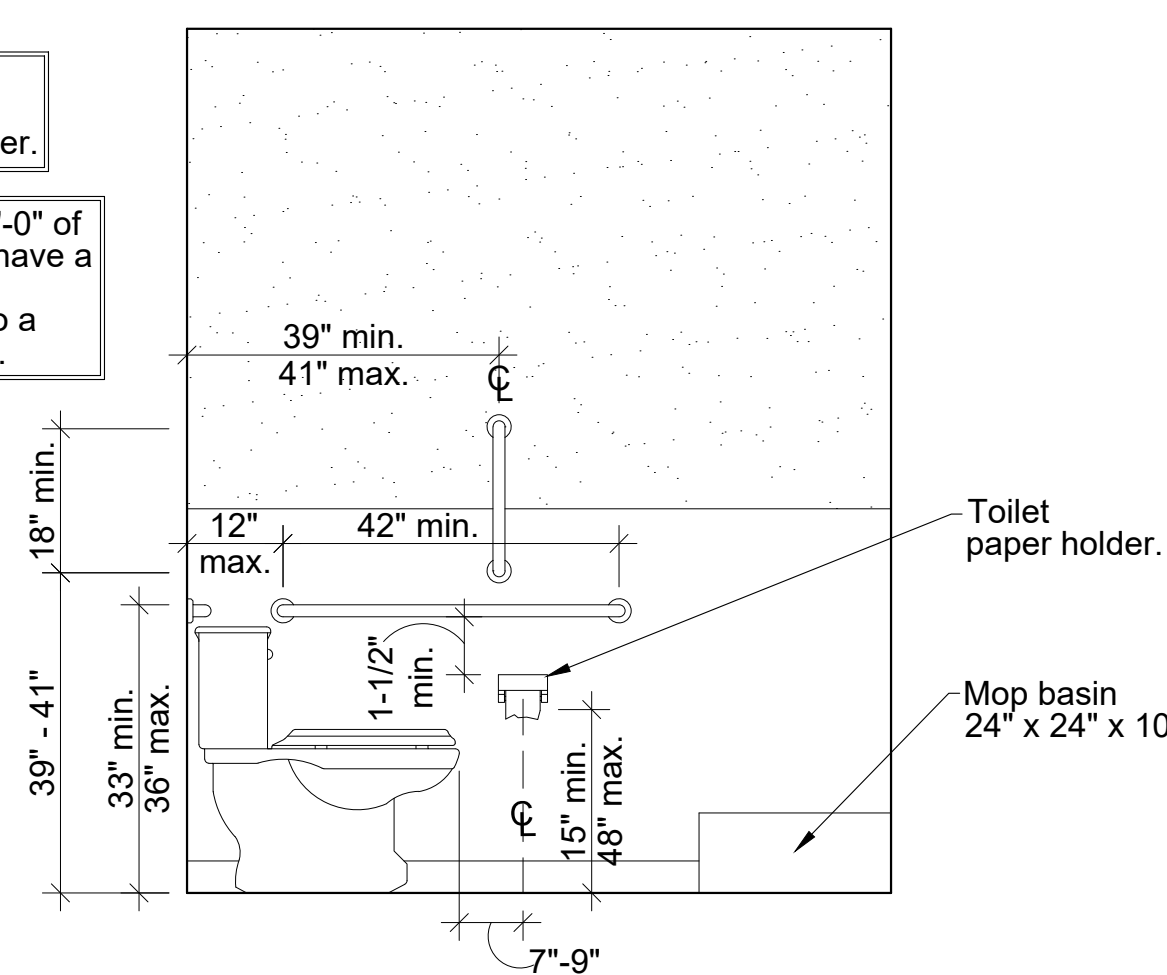
**4 Toilet Room #102 Elevation**  
Scale: 1/2" = 1'-0"



**5 Toilet Room #119 Plan**  
Scale: 1/2" = 1'-0"



**6 Toilet Room #119 Elevation**  
Scale: 1/2" = 1'-0"



**7 Toilet Room #119 Elevation**  
Scale: 1/2" = 1'-0"

Note:  
See Detail 7/A-6 & 8/A-6  
for the blocking for Toilet  
Rooms #102 & #119.

Note: Provide toilet  
paper holder and  
paper towel dispenser.

Note: Walls within 2'-0" of  
toilet or urinal shall have a  
smooth, hard, non-  
absorbent surface to a  
height of 4'-0" A.F.F.

Note: Provide toilet  
paper holder and  
paper towel dispenser.

Note: Walls within 2'-0" of  
toilet or urinal shall have a  
smooth, hard, non-  
absorbent surface to a  
height of 4'-0" A.F.F.

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INTERIOR REMODEL FOR:  
**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

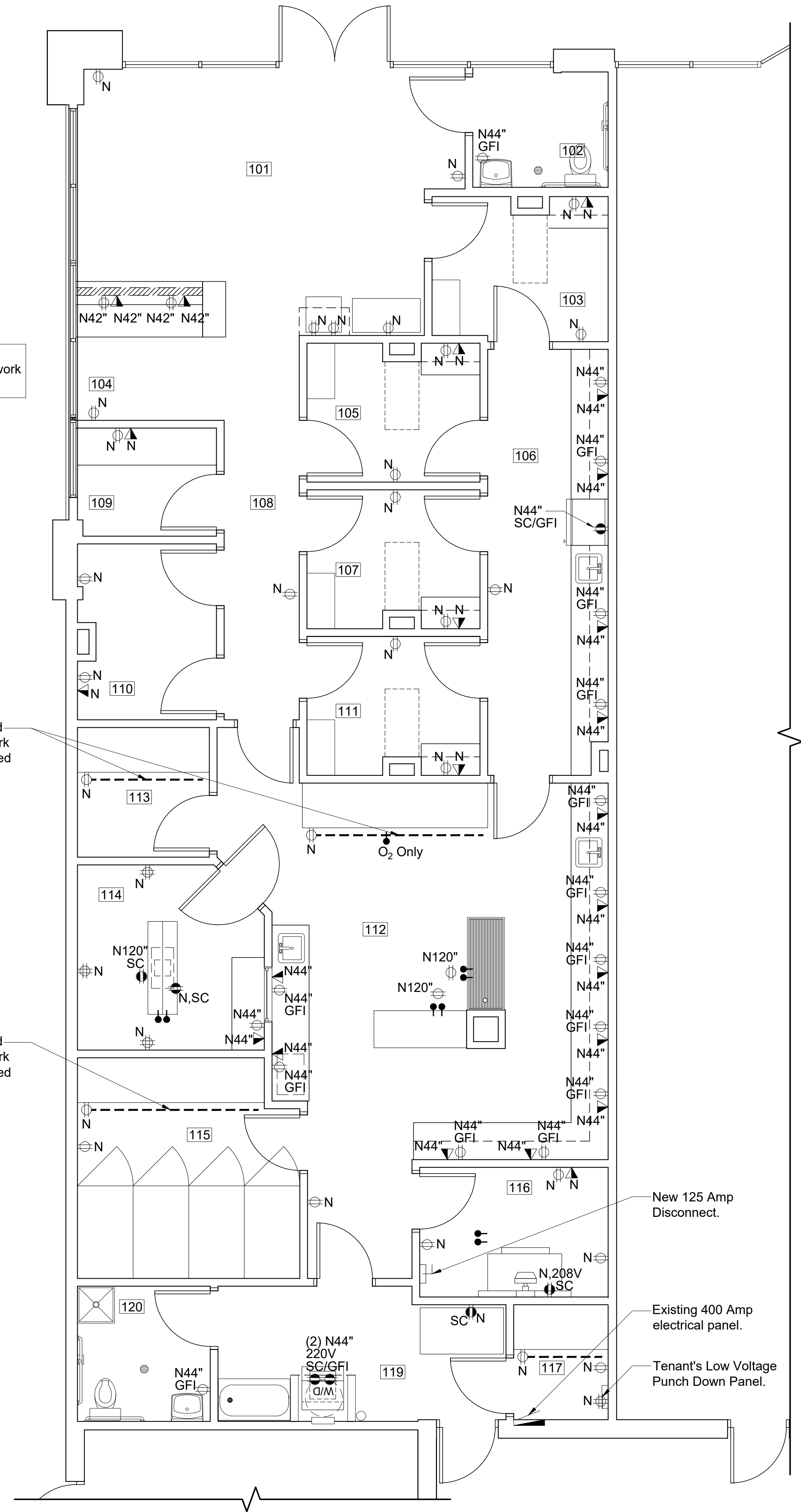
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Checked: S.E.F.G.  
Date: 06-08-20  
**P-1**  
Sheet 1 of 2





**Lightin Plan**  
Scale: 1/4" = 1'-0"



**Power Plan**  
Scale: 1/4" = 1'-0"

**Electrical Notes**

- All electric work must comply with applicable municipal electric codes.
- All wall mounted telephone and electrical outlets shall be mounted at height to match existing, unless noted otherwise.
- All electrical and/or telephone boxes on opposite faces of the same wall are to be staggered. Caulk for sound attenuation.
- Mount all switches at building standard height.
- Telephone equipment panel shall be mounted on fire-proofed plywood as required by codes.
- Existing 400 Amp electrical panel to remain.
- Provide controls that shall reduce lighting requirements by 50% as per IECC at rooms with new light fixtures only.

**Symbols/Legend**

- Exit Sign (w/ 1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
  - Exit Sign w/ Directional Arrows (1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
  - Emergency Light (1 1/2-hr. battery back-up or connect to 24 hr. emergency circuit)
  - Exit Sign w/ Emergency Light (1 1/2-hr. battery backup or connect to 24 hr. emergency circuit)
  - Down Light Fixture
  - Wall Washer Light Fixture
  - 2 x 2 Layin Light
  - 2 x 4 Layin Light
  - 2 x 4 Layin Night Light
  - 1 x 4 Layin Light
  - Strip Light
  - Switch
  - Three-Way Switch
  - Dimmer / Rheostat Switch
  - Occupancy Sensor
  - Speaker
  - Duplex Receptacle (wall mount)
  - Electrical Plug Mold (on millwork, fed from wall)
  - Double Duplex Receptacle (Quadrox)
  - Duplex Receptacle with GFI Ground Fault Interrupter
  - Separate Circuit Duplex Receptacle
  - Duplex Receptacle (floor Mount)
  - Quadrox Receptacle (floor Mount)
  - Junction Box
  - Telephone Outlet (wall mount)
  - Computer / Data Line (wall mount)
  - Telephone Outlet & Data Line (wall mount)
  - Telephone Outlet & Data Line (floor mount)
  - Cable Television Outlet
- NOTE: "E" Subscript denotes existing to remain  
"R" Subscript denotes existing to be relocated  
"N" Subscript denotes new  
"D" Subscript denotes demolition

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INTERIOR REMODEL FOR:  
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SEFG No.	SHEET:
120091	E-1
Drawn:	KMT
Checked:	S.E.F.G.
Date:	06-08-20

COMcheck Software Version 4.1.1.0  
**Interior Lighting Compliance Certificate**

**Project Information**  
 Energy Code: 2018 IECC  
 Project Title: Veterinary Clinic  
 Project Type: Alteration

Construction Site: 917 S Rand Rd, Lake Zurich, IL  
 Owner/Agent:  
 Designer/Contractor: Sara Gensburg, Sara EF Gensburg, Ltd, 105 Revere Dr Ste G, Northbrook, IL 60062, betsy@gensburgltd.com

**Allowed Interior Lighting Power**

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-Waiting 101 (Common Space Types:General Seating Area)	260	0.42	109
2-Toilet Room 102 (Common Space Types:Restrooms)	47	0.85	40
3-Exam Room 103 (Healthcare Facility:Exam/Treatment)	71	1.68	119
4-Reception 104 (Common Space Types:Office - Open Plan)	59	0.81	48
5-Exam Room 105 (Healthcare Facility:Exam/Treatment)	68	1.68	114
6-Pharmacy 106 (Healthcare Facility:Pharmacy)	148	1.34	199
7-Exam Room 107 (Healthcare Facility:Exam/Treatment)	68	1.68	114
8-Hall 108 (Common Space Types:Corridor/Transition <8 ft wide)	84	0.66	55
9-Office 109 (Common Space Types:Office - Enclosed)	44	0.93	41
10-Exam Room 110 (Healthcare Facility:Exam/Treatment)	69	1.68	116
11-Exam Room 111 (Healthcare Facility:Exam/Treatment)	68	1.68	114
12-Treatment 112 (Healthcare Facility:Exam/Treatment)	429	1.68	721
13-Cat Ward (Healthcare Facility:Recovery)	50	1.03	52
14-Surgery 114 (Healthcare Facility:Operating Room)	97	2.17	210
15-Dog Ward 115 (Healthcare Facility:Recovery)	138	1.03	142
16-X-ray 116 (Healthcare Facility:Imaging)	71	1.06	75
17-Isolation 117 (Healthcare Facility:Recovery)	32	1.03	33
18-Staff Area 118 (Common Space Types:Lounge/Breakroom)	108	0.62	67
19-Toilet Room 119 (Common Space Types:Restrooms)	52	0.85	44
Total Allowed Watts =			2414

**Proposed Interior Lighting Power**

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Waiting 101 (Common Space Types:General Seating Area 260 sq.ft.) LED 1: 2x2 Lay-in LED: Other:	1	6	17	102
Toilet Room 102 (Common Space Types:Restrooms 47 sq.ft.)				

Project Title: Veterinary Clinic  
 Data filename: S:\Doctors\120-120091 - Lake Zurich Vet Clinic\Reference\Schedules\COMcheck\COMcheck Report.ckk  
 Report date: 06/08/20  
 Page 1 of 7

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
LED 2: Vanity LED: Other:	3	1	14	14
Exam Room 103 (Healthcare Facility:Exam/Treatment 71 sq.ft.) LED 3: 2x4 Lay-in LED: Other:	1	2	33	66
Reception 104 (Common Space Types:Office - Open Plan 59 sq.ft.) LED 4: Soft LED: LED PAR 17W: LED 5: Recessed Downlight: LED PAR 17W:	1	4	17	68
Exam Room 105 (Healthcare Facility:Exam/Treatment 68 sq.ft.) LED 6: 2x4 Lay-in LED: Other:	1	2	33	66
Pharmacy 106 (Healthcare Facility:Pharmacy 148 sq.ft.) LED 7: 2x4 Lay-in LED: Other:	1	4	33	132
Exam Room 107 (Healthcare Facility:Exam/Treatment 68 sq.ft.) LED 8: 2x4 Lay-in LED: Other:	1	2	33	66
Hall 108 (Common Space Types:Corridor/Transition <8 ft wide 84 sq.ft.) LED 9: Recessed Downlight: LED PAR 17W:	1	3	17	51
Office 109 (Common Space Types:Office - Enclosed 44 sq.ft.) LED 10: 2x4 Lay-in LED: Other:	1	1	33	33
Exam Room 110 (Healthcare Facility:Exam/Treatment 69 sq.ft.) LED 11: 2x4 Lay-in LED: Other:	1	2	33	66
Exam Room 111 (Healthcare Facility:Exam/Treatment 68 sq.ft.) LED 12: 2x4 Lay-in LED: Other:	1	2	33	66
Treatment 112 (Healthcare Facility:Exam/Treatment 429 sq.ft.) LED 13: 2x2 Lay-in LED: Other: LED 14: 2x4 Lay-in LED: Other:	1	1	17	17
Cat Ward (Healthcare Facility:Recovery 50 sq.ft.) LED 15: 2x4 Lay-in LED: Other:	1	1	33	33
Surgery 114 (Healthcare Facility:Operating Room 97 sq.ft.) LED 16: 2x4 Lay-in LED: Other:	1	2	33	66
Dog Ward 115 (Healthcare Facility:Recovery 138 sq.ft.) LED 17: 2x4 Lay-in LED: Other:	1	2	33	66
X-ray 116 (Healthcare Facility:Imaging 71 sq.ft.) LED 18: Recessed Downlight: LED PAR 17W:	1	1	17	17
Isolation 117 (Healthcare Facility:Recovery 32 sq.ft.) LED 19: 2x2 Lay-in LED: Other:	1	1	17	17
Staff Area 118 (Common Space Types:Lounge/Breakroom 108 sq.ft.) LED 20: 8ft Linear LED: LED Linear 33W:	1	1	33	33
Toilet Room 119 (Common Space Types:Restrooms 52 sq.ft.) LED 21: 2x4 Lay-in LED: Other:	1	1	33	33
Total Proposed Watts =			1277	

**Interior Lighting PASSES**

**Interior Lighting Compliance Statement**  
 Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.1.0 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

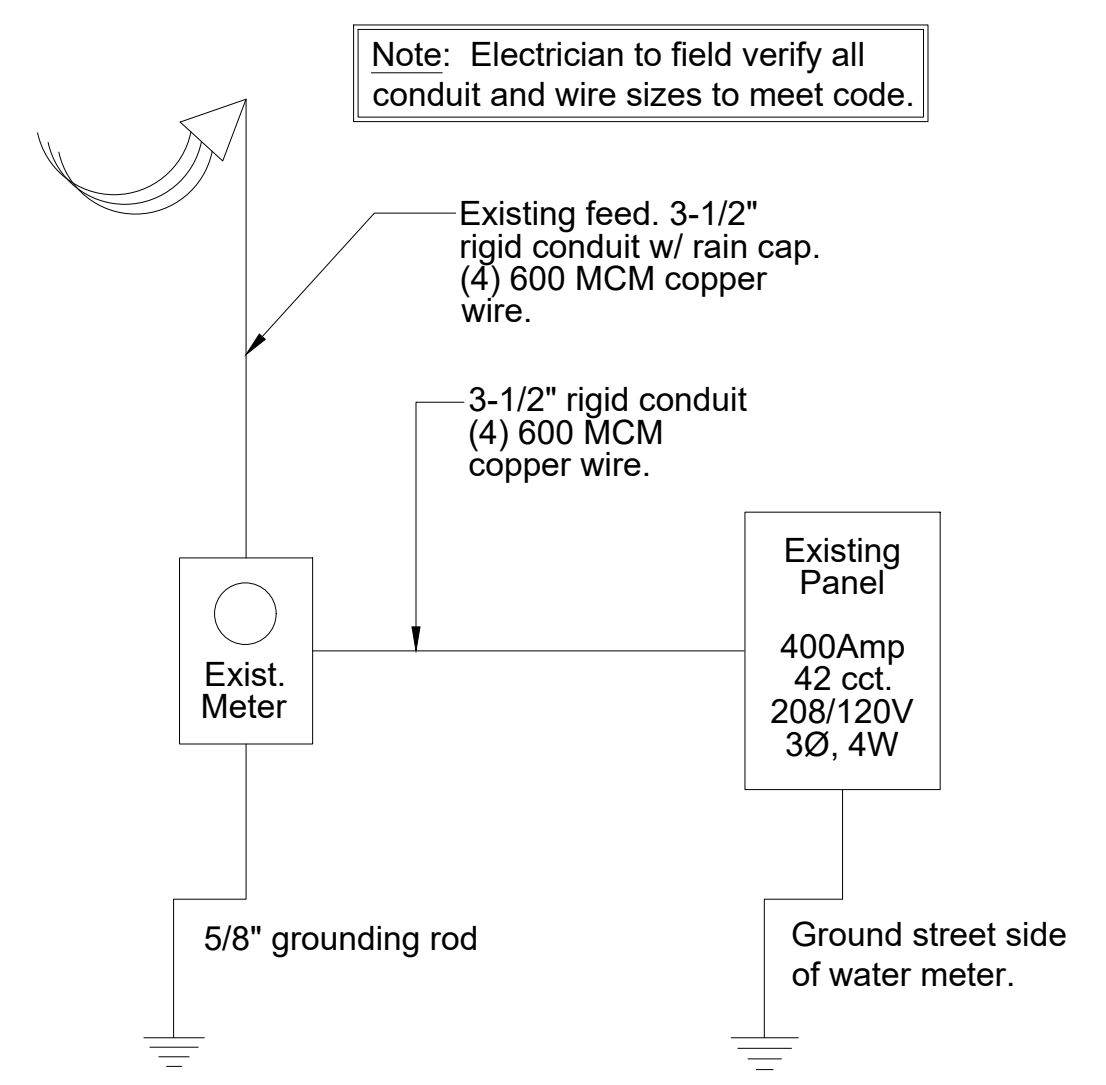
Name - Title Signature Date

Project Title: Veterinary Clinic  
 Data filename: S:\Doctors\120-120091 - Lake Zurich Vet Clinic\Reference\Schedules\COMcheck\COMcheck Report.ckk  
 Report date: 06/08/20  
 Page 2 of 7

**ELECTRICAL PANEL SCHEDULE**

Voltage:	208/120	Location:	Isolation #117	Legend:	
Phase:	3	Mounting:	Recessed	L	Lights
Wire:	4	Panel Type:	Circuit Breaker	R	Receptacles
Main:	400 A	Fed From:		M	Motors
Rating:		Feeder:		E	Equipment
Equipment Ground Bar		Short Circuit:		S	Spare
100% Natural Bus		Rating:			

CCT. Number	Trip	Legend	Description	Load (VA)			CCT. Number	Trip	Legend	Description	Load (VA)		
				A	B	C					A	B	C
1	20A	L	Lights	600			2	20A	L	Exit Signs	360		
3	20A	L	Lights		600		4	20A	R	Receptacle		1620	
5	20A	L	Lights			1080	6	20A	R	Receptacle			1620
7	20A	L	Lights	1200			8	20A	R	Receptacle	1620		
9	20A	L	Lights		1200		10	20A	R	Receptacle		1440	
11	20A	L	Lights			1200	12	20A	R	Receptacle			1440
13	20A	L/R/E	Toilet Room #102	720			14	20A	R	Receptacle	1440		
15	20A	L/R/E	Toilet Room #119		720		16	20A	E	Dedicated, Refrigerator		220	
17							18	20A	E	Dedicated, Refrigerator			220
19							20	20A	E	Dedicated, Surgery	220		
21							22	20A	E	Dedicated, Surgery		220	
23							24			Xray			
25							26	125A	E				
27							28	20A	E	Dedicated, Xray		220	
29	20A	E	ERV			1500	30	20A	R	Cat Ward Plugmold			720
31							32	20A	R	Treatment Ward Plugmold	1080		
33	A	E	RTU-1				34	20A	R	Dog Ward Plugmold		1440	
35							36	20A	R	Isolation Ward Plugmold			360
37							38						
39	A	E	RTU-2				40						
41							42						
Sub Total:				2520	2520	3780	Sub Total:				4720	5160	4360
							Sub Total:				2520	2520	3780
							Sub Total:				7240	7680	8140
Total:				23	KVA								



Sara E.F. Gensburg, Ltd.  
 Architecture/Design  
 105 Revere Drive - Suite G  
 Northbrook, IL 60062  
 Fax: (847) 715-9598  
 Phone: (847) 715-9591

**VETERINARY CLINIC**  
**917 S RAND RD**  
**LAKE ZURICH, ILLINOIS**

INTERIOR REMODEL FOR:

No.	1
Issued:	
Date:	06-08-20
Issued for Review	

SEFG No. 120091  
 Drawn: KMT  
 Checked: S.E.F.G.  
 Date: 06-08-20  
 SHEET: **E-2**  
 Sheet 2 of 2

DEERPATH COMMONS



**ANIMAL  
HOSPITAL**



**PILATES**

**MASSAGE**

**FOR LEASE  
847-438-5000**

# ALTA LOAN POLICY OF TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Policy Number:

**PROFORMA**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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- (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
  11. The lack of priority of the lien of the Insured Mortgage upon the Title
    - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      - (i) contracted for or commenced on or before Date of Policy; or
      - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
    - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
  12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
  13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
    - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

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The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Company, LLC  
3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:

PROFORMA

Authorized Officer or Agent



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**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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SCHEDULE A

Date of Policy	Amount of Insurance
PROFORMA	\$21,135,000.00

Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
 3 Hawthorn Parkway, Suite 110  
 Vernon Hills, IL 60061

Policy No.: PROFORMA

Address Reference: 917-1015 South Rand Road, Lake Zurich, IL 60047

1. Name of Insured:

First Midwest Bank, an Illinois banking corporation, its successors and/or assigns as their respective interests may appear

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Proforma Title Finding:

Deerpath Commons Retail Center LLC, an Illinois limited liability company, as to Lot 1;

JAS Development II, L.L.C., an Illinois limited liability company, as to Lots 2 and 3

4. The Insured Mortgage and its assignments, if any, are described as follows:

A Construction Mortgage, Security Agreement, Fixture Filing and Assignment of leases and Rents to secure an indebtedness as shown below,  
 Amount: \$21,135,000.00  
 Dated: September 27, 2018  
 Mortgagor: Deerpath Commons Retail Center LLC, an Illinois limited liability company, and JAS Development II, LLC, an Illinois limited liability company  
 Mortgagee: First Midwest Bank, an Illinois banking corporation  
 Recording Date: TBD  
 Recording No.: TBD

5. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Parcel 1: Lots 1, 2, and 3 in Deerpath Commons First Resubdivision, being a Resubdivision of Deerpath Commons Subdivision being a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 28 and the Northeast 1/4 of the Northeast 1/4 of Section 29, all in Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat of Resubdivision recorded October 15, 2013 as document no. 7045933, in Lake County, Illinois.

Parcel 2: Reciprocal easement agreement for ingress, egress, parking and maintenance for the benefit of Lot 1 in Parcel 1 and Lot 3 in Parcel 1 dated March 22, 2006 and recorded July 2, 2013 as document number 7009624, in Lake County, Illinois, made by and between Deerpath Commons Retail Center LLC and JAS Development, L.L.C.

Parcel 3: Reciprocal easement agreement for ingress, egress, parking and maintenance for the benefit of Lot 2 in Parcel 1 and Lot 3 in Parcel 1 dated March 22, 2006 and recorded July 2, 2013 as document number 7009625, in Lake County, Illinois, made by and between Deerpath Commons Retail Center LLC and JAS Development, L.L.C.

Parcel 4; Reciprocal easement agreement for ingress and egress for the benefit of Lot 1 in Parcel 1 and Lot 3 in Parcel 1 dated August 1, 2017 and recorded August 10, 2017 as document 7418703, as amended and restated by agreement recorded August 20, 2018 as document 7507005, in Lake County, Illinois, by and between Deerpath Commons Retail Center LLC an Sparrow Ridge Plaza, LLC.

Parcel 5: Cross access easement for ingress and egress for the benefit of Lot 1 in Parcel 1 and Lot 3 in Parcel 1 and the property East and adjoining the Land as granted and shown on plat of subdivision recorded July 30, 2018 as document 7501961, in Lake County, Illinois.

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ALTA Loan Policy (06/17/2006)



Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
 3 Hawthorn Parkway, Suite 110  
 Vernon Hills, IL 60061

### SCHEDULE B EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

#### PART I

- A 1. Taxes for the year(s) 2018 and thereafter, not yet due and payable  
 Permanent index number(s): 14-28-112-002
- Note: 2017 taxes in the amount of \$40,751.27 have been paid.  
 (Affects Lot 3)
- B 2. Taxes for the year(s) 2018 and thereafter, not yet due and payable  
 Permanent index number(s): 14-29-210-025
- Note: 2017 taxes in the amount of \$35,941.60 have been paid.  
 (Affects Lot 2)
- C 3. Taxes for the year(s) 2018 and thereafter, not yet due and payable  
 Permanent index number(s): 14-29-210-026
- Note: 2017 taxes in the amount of \$394,016.01 have been paid.  
 (Affects Lot 1)
- F 4. (A) Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the instrument creating said easement.
- (B) Rights of the adjoining owner or owners to the concurrent use of said easement.
- G 5. (A) Terms, provisions, and conditions relating to the easement described as Parcel 3 contained in the instrument creating said easement.
- (B) Rights of the adjoining owner or owners to the concurrent use of said easement.
6. (A) Terms, provisions, and conditions relating to the easement described as Parcel 4 contained in the instrument creating said easement.
- (B) Rights of the adjoining owner or owners to the concurrent use of said easement.
7. (A) Terms, provisions, and conditions relating to the easement described as Parcel 5 contained in the instrument creating said easement.
- (B) Rights of the adjoining owner or owners to the concurrent use of said easement.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

- H 8. Reciprocal easement agreement for ingress, egress, parking and maintenance dated March 22, 2006 and recorded July 2, 2013 as document number 7009624 made by and between Deerpath Commons Retail Center LLC and JAS Development, L.L.C.
- (Affects Lots 1 and 3 in Parcel 1)
- I 9. Reciprocal easement agreement for ingress, egress, parking and maintenance dated March 22, 2006 and recorded July 2, 2013 as document number 7009625 made by and between Deerpath Commons Retail Center LLC and JAS Development, L.L.C.
- (Affects Lots 2 and 3 in Parcel 1)
- K 10. Designation and establishment of Federal Aid Route No. 60 as a freeway (pursuant to statutes of the State of Illinois) by instrument recorded April 21, 1959 as document number 1027587, denying new highway, street, road, alley, or other public way to the Land from State Route No. 60, except upon written consent of Department of Public Works and Buildings.
- L 11. 10-foot wide watermain easement for the Village of Lake Zurich, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat of Subdivision recorded as document no. 5895998.
- (Affects those portions of the Lots as shown on the plat of Subdivision)
- M 12. 15-foot wide sanitary sewer easement for the Village of Lake Zurich, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat of Subdivision recorded as document no. 5895998.
- (Affects those portions of the Lots as shown on the plat of Subdivision)
- N 13. Access point no. 1 and access point no. 2 as shown on the plat of Subdivision.
- (Affects portions of Lot along the northeasterly line of said Lot)

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

- O 14. Notation on plat of Subdivision:
- There shall be no direct access to or from U.S. Route 12 (Rand Road) to any Lot in this Subdivision except at the access points shown hereon.  
Access points are defined as follows:  
Access No. 1 = Right turn in and right turn out  
Access No. 2 = Full access
- S 15. Notations on plat of Subdivision recorded as document 5895998 and plat of Resubdivision recorded as document 7045933:
- Public service and utility easement provisions  
(For particulars see plat of Subdivision)
- Commonwealth Edison and Ameritech easement provisions  
(For particulars see plat of Subdivision)
- Natural resources protection easement provisions  
(For particulars see plat of Subdivision)
- Nicor easement provisions  
(For particulars see plat of Subdivision)
- Drainage and stormwater easement provisions  
(For particulars see plat of Subdivision)
- T 16. Terms, provisions and conditions contained in the traffic enforcement agreement made by and between Deerpath Commons Retail Center LLC and Village of Lake Zurich recorded September 5, 2006 as document 6052896.
- U 17. Terms, provisions and conditions contained in the regulation of parking area traffic and parking agreement made by and between Deerpath Commons Retail LLC and JAS Development LLC and Village of Lake Zurich recorded October 11, 2007 as document numbers 6254238 and 6254239.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

- V 18. Easement in favor of Northern Illinois Gas Company, and its successor and assigns, to install, operate and maintain all equipment necessary the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded July 17, 1967 as document number 1342857 and as shown on the plat of Subdivision recorded as document number 5895998.
- (Affects the west 10 feet of Lot 2 and other property)
- X 19. Possible unrecorded easement for ingress and egress for the benefit of the Land and premises located westerly and adjoining the Land over the "bituminous drive" located in the northwesterly corner of the Lot as depicted on survey job no. FDLZ10 prepared by Manhard Consulting Ltd. dated September 24, 2018.
- (Affects Lot 3)
- Z 20. Easement in favor of the Commonwealth Edison Company, AT&T (aka SBC Ameritech, the Illinois Bell Telephone Company) and the Village of Lake Zurich, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat of easement for public utilities recorded July 29, 2013 as document number 7045934.
- (For particulars see plat of easement)
- AC 21. 15 foot public utility easement per plat of Subidivision recorded as document number 7045933.
- AD 22. Sanitary sewer easement per plat of Subdivision recorded as document number 7045933.
- AB 23. Terms and provisions of that certain Reciprocal easement agreement for ingress and egress dated August 1, 2017 and recorded August 10, 2017 as document 7418703, as amended and restated by agreement recorded August 20, 2018 as document 7507005 by and between Deerpath Commons Retail Center LLC an Sparrow Ridge Plaza, LLC, and the conditions contained therein.
- (Affects Lots 1 and 3)

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

24. Cross access easement for ingress and egress for the benefit of the property east and adjoining the Land as granted and shown on plat of subdivision recorded July 30, 2018 as document 7501961, and the terms, provisions and conditions contained therein.
- See instrument for exact location.  
(Affects Lots 1 and 3)
25. Public utility easement for the benefit of the property east and adjoining the Land as granted and shown on plat of subdivision recorded July 30, 2018 as document 7501961.
- See instrument for exact location.  
(Affects Lot 1)
26. Water main easement for the benefit of the property east and adjoining the Land as granted and shown on plat of subdivision recorded July 30, 2018 as document 7501961.
- See instrument for exact location.  
(Affects Lot 1)
27. Sanitary manhole(s), sign(s), as disclosed and as shown on ALTA/NSPS Land Title Survey prepared by Timothy J. Murphy, of Manhard Consulting, Ltd. dated September 20, 2018.
28. Encroachment of the Concrete, Concrete Truck Dock(s), Trash Compactor located mainly on the Land on to the 15 foot Sanitary Easement recorded as 5895998 as disclosed and as shown on ALTA/NSPS Land Title Survey prepared by Timothy J. Murphy, of Manhard Consulting, Ltd. dated September 20, 2018.
29. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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3 Hawthorn Parkway, Suite 110  
Vernon Hills, IL 60061

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

(continued)

30. Anything in this policy and any endorsement thereto notwithstanding, the liability of the Company under said policy shall not exceed the sum of \$20,000,000.00... (being the amount actually disbursed of the proceeds of the loan secured by the mortgage described in Schedule A at the date of said policy) and costs which the Company is obligated under the conditions and stipulations to pay, but such liability shall be increased by the sum of each subsequent disbursement made under said mortgage up to the face amount of the policy; subject, however, with respect to each such increase, to any defects, liens, encumbrances, adverse claims or other matters which may be disclosed upon an examination of the title to the estate or interest in said Land subsequent to the preceding examination and down to and including the date of each disbursement.

**END OF SCHEDULE B - PART I**

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
 3 Hawthorn Parkway, Suite 110  
 Vernon Hills, IL 60061

**SCHEDULE B  
 EXCEPTIONS FROM COVERAGE**

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

- 1. An Assignment of Leases and Rents of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$21,135,000.00  
 Assigned to: First Midwest Bank, an Illinois banking corporation  
 Assigned By: Deerpath Commons Retail Center LLC, an Illinois limited liability company, and JAS Development II, LLC, an Illinois limited liability company  
 Recording Date: TBD  
 Recording No: TBD

- 2. Lease made by JAS Development, L.L.C. to Panda Express, Inc., dated September 25, 2006, a memorandum of which was recorded October 19, 2006 as document 6076759, demising the Land for a term of ten years, and all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by an party claiming by, through, or under said Lessee.

(Affects part of Lot 1)

- 3. A Subordination, Non-Disturbance and Attornment Agreement as shown below, and te terms, provisions and conditions contained therein

Tenant: Panda Express, Inc., a California corporation  
 Landlord: JAS Development, LLC, an Illinois limited liability company  
 Mortgagee: First Midwest Bank, an Illinois banking corporation  
 Recording Date: TBD  
 Recording No: TBD

- 4. Existing unrecorded leases and all rights thereunder of the lessees/tenants as tenants only, with no options to purchase, and of any person or party claiming by, through or under the lessees:

La-Z-Boy Furniture Galleries, Secretary of State, House of Hope Resale, Tile Shop, Binny's Beverage Depot, ALDI, Inc., Treehouse, SW Massage Therapy, Be New Pilates, M&P Lake Zurich, May's Lounge, T-Mobile, Smoke Shop, Romic, Inc.

**END OF SCHEDULE B - PART II**

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
- (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
- but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The insured named in Schedule A.
- (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
    - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
    - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (D) successors to an Insured by its conversion to another kind of Entity;
    - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured, or
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
    - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
  - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

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- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.  
Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

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(continued)

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
- (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
- (i) the Amount of Insurance,
- (ii) the Indebtedness,
- (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
- (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
- (i) the Amount of Insurance shall be increased by Ten percent (10%), and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

**11. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT****(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

**(b) The Insured's Rights and Limitations**

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Noninsured Obligors**

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

**13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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**14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**16. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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## ENDORSEMENT - ALTA 9.3-06

## COVENANTS, CONDITIONS AND RESTRICTIONS

Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**PROFORMA**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of a Covenant that:
    - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
    - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
    - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
  - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.d, any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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ALTA 9.3-08-Cov, Cond, and Restr  
CLTA 100.2.1-06

(04/02/2012)



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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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ALTA 9.3-06-Cov, Cond, and Restr  
CLTA 100.2.1-06

(04/02/2012)



Attached to Policy Number:

Issued By:



**Fidelity National Title**  
Insurance Company

**PROFORMA**

- 1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone B-3 - Regional Shopping District;
  - b. the following use or uses are not allowed under that classification:

Agricultural services: Landscape counseling and planning;

Retail trade: Paint, glass, and wallpaper stores; Hardware stores; Department stores; Variety stores; Miscellaneous general merchandise stores; Grocery Stores; Meat and fish markets; Fruit and vegetable markets; Candy, nut, and confectionery stores; Dairy products stores; Retail bakeries; Miscellaneous food stores, except poultry dealers; Men's and boys' clothing and accessory stores; Women's clothing stores; Women's accessory and specialty stores; Children's and infants' wear stores; Family clothing stores; Shoe stores; Miscellaneous apparel and accessory stores; Home furniture and furnishing stores; Household appliance stores; Radio, television, consumer electronics, and music stores; Eating places, but not including live entertainment or drive-in establishments; Drinking places accessory to permitted eating places; Drugstores and proprietary stores; Sporting good stores and bicycle shops; Bookstores; Stationery stores; Jewelry stores; Hobby, toy, and game shops; Camera and photographic supply stores; Gift, novelty, and souvenir shops; Luggage and leather goods stores; Sewing, needlework, and piece goods stores; Florists; Tobacco stores and stands; News dealers and newsstands; Optical goods stores; Miscellaneous retail stores, but not including auction rooms, firework sales, gravestone sales, sales barns, or tombstone sales; Miscellaneous retail trade uses, not otherwise classified, if approved by the Village manager; provided, however, that any such use shall be: a) compatible with and consistent with existing retail uses in the vicinity of the proposed use, b) consumer oriented, and c) retail sales tax generating if located in the B-3 district. If the village manager approves such a use, then the manager shall report such approval to the next regularly scheduled meeting of the board of trustees, which may, by majority vote of those present, overrule such approval. No such use shall be finally approved until after such meeting of the board of trustees; Computer and software stores;

Finance, insurance, and real estate: Depository and nondepository credit institutions, but not including drive-in establishments, currency exchanges, or automatic teller machines, except automatic teller machines attached to the principal structure on the lot; Security and commodity brokers, dealers, exchanges, and services; Insurance carriers, agents, brokers, and service; Real estate offices; Holding and other investment offices;

Services: Photographic studios, portrait; Beauty shops; Barbershops; Shoe repair shops and shoeshine parlors; Tax preparation services; Advertising services; Employment agencies; Computer programming, data processing, and other computer related services; Photofinishing laboratories; Packaging and labeling service (not packing and crating), parcel packing service (packaging), and mailing service; Watch, clock, and jewelry repair; Picture framing to individual order, not connected with retail art stores, and picture framing, custom; Videotape rental; Offices and clinics of doctors of medicine, dentists, osteopaths, chiropractors, optometrists, podiatrists, and other health practitioners; Legal services; Engineering, architectural, and surveying services; Accounting, auditing, and bookkeeping services; Management and public relations services; Miscellaneous

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services; The following miscellaneous personal services, not elsewhere classified: baby sitting bureaus, birth certificate agencies, buyers' clubs, car title and tag service, checkroom concessions or services, clothing rental (except industrial launderers and linen supply), college clearinghouses, computer photography or portraits, consumer buying service, costume rental, debt counseling or adjustment service to individuals, depilatory salons, diet workshops, dress suit rental, electrolysis, genealogical investigation service, hair weaving or replacement service, marriage bureaus, massage therapy, porter service, quilting for individuals, scalp treatment service, shopping service for individuals, tanning salons, tuxedo rental, valet parking wardrobe service (except theatrical) - Massage therapy shall be subjected to the following conditions:

- a. Such use shall be ancillary to a full service hairdressing and beauty salon, ancillary to a full service nail salon in the B-3 district only, or such use shall be ancillary to an office or clinic of doctors of medicine, osteopaths, chiropractors, podiatrists, and other health practitioners
- b. Such use shall be offered during normal business hours, and only when all other services of business are offered, and never before 8:00 A.M. or after 9:00 P.M. on any day
- c. Massage therapy services shall be restricted to 2 rooms, not to exceed a total of 200 square feet. "Tune up" services shall be restricted to the reception area
- d. Massage therapy services shall be performed only by trained and professionally certified massage therapists -

Physical fitness facilities including aerobic dance and exercise classes, health clubs, exercise salons, fitness salons, gymnasiums, physical fitness centers, reducing facilities-physical fitness (without lodging), slenderizing salons, spaces-health fitness (except resort lodges); Computer programming; Computer software analysis and design; Personnel supply services; Photocopying and duplicating service; Party stores; Travel agencies;

Transportation and utility services: Office of local and suburban transit and interurban highway passenger transportation companies, but not including terminals, stations, vehicles yards, or garages and not on the first floor of any structure in the B-3 district;

Personal wireless services antennas and related electronic equipment and equipment structures, but only when the antenna is fully enclosed or when the antenna is limited to an omnidirectional or whip antenna or a directional or panel antenna located on the roof of a lawfully preexisting building that will serve as an antenna support structure, and when all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot, and when such antenna and equipment fully comply with all standards and requirements applicable thereto, including, without limitation, the following standards: Height Limitations: Omnidirectional or whip antennas may extend to a height of 10 feet above the highest point of the roof of the building or structure to which they are attached, and directional or panel antennas may extend no more than 6 feet above the roof of, or 6 inches out from, the building or structures to which they are attached; Yard Requirements: Personal wireless services antennas shall be required to maintain all yard or setback standards applicable in the B-3 district; Other Standards: See section 9-9-4 of this title for additional standards applicable to personal wireless services antennas and antenna support structures.

- c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
    - a. Area, width, or depth of the Land as a building site for the structure

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- b. Floor space area of the structure
  - c. Setback of the structure from the property lines of the Land
  - d. Height of the structure, or
  - e. Number of parking spaces.
3. There shall be no liability under this endorsement based on:
- a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
  - b. Deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

PROFORMA  
Authorized Officer or Agent

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ALTA 3.1-06-Zoning-Imprvd Land  
CLTA 123.2-06

(10/22/2009)



Attached to Policy Number:

**PROFORMA**

Issued By:



**Fidelity National Title**  
Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Manhard Consulting, Ltd. dated September 24, 2018, and designated Job No. FDLZ10.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

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PROFORMA  
Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**PROFORMA**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) Lot 1 of Parcel 1 of the Land does not abut and have both actual vehicular and pedestrian access to and from S Rand Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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Attached to Policy Number:

Issued By:



**Fidelity National Title**  
Insurance Company

**PROFORMA**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Parcels 2 and 3 in Schedule A (the "Easement") does not provide that portion of the Land identified as Lots 2 and 3 of Parcel 1 in Schedule A both actual vehicular and pedestrian access to and from S Rand Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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Attached to Policy Number:

Issued By:



**Fidelity National Title**  
Insurance Company

**PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the east and south boundary lines of Lot 2 of Parcel 1 of the Land to be contiguous to portions of the northwesterly boundary line of Lot 1 of Parcel 1 of the Land; of the west, south, and east boundary lines of Lot 3 of Parcel 1 of the Land to be contiguous to portions of the northeasterly boundary line of Lot 1 of Parcel 1 of the Land; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the state where the Land is located.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

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Attached to Policy Number:

Issued By:



**Fidelity National Title**  
Insurance Company

**PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of:

- 1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
Lot 1 of Parcel 1	14-29-210-026
Lot 2 of Parcel 1	14-29-210-025
Lot 3 of Parcel 1	14-28-112-002

- 2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

- Water service
- Natural gas service
- Telephone service
- Electrical power service
- Sanitary sewer
- Storm water drainage

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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Issued By:



**Fidelity National Title**  
Insurance Company

Attached to Policy Number:

**PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for changes in the rate of interest.
2. Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon:

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

Authorized Officer or Agent

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**ENDORSEMENT - ALTA 8.2-06**

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN**

Attached to Policy Number:

**PROFORMA**

Issued By:



**Fidelity National Title**  
Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Fidelity National Title Insurance Company**

Dated: PROFORMA

Countersigned By:

**PROFORMA**

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Attached to Policy Number:

Issued By:



**Fidelity National Title**  
Insurance Company

**PROFORMA**

1. As used in this endorsement "Identified Risk" means: enforced removal of the improvement(s) noted as the encroachment(s) described in Exception 28 of Schedule B.
2. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A final order or decree enforcing the Identified Risk in favor of an adverse party; or
  - b. The release of a prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk, but only if
    - i. there is a contractual condition requiring the delivery of marketable title, and
    - ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.
3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.
4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or removes it, Section 9(a) of the Conditions applies.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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Dated: PROFORMA

Countersigned By:

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