



Michael Griffith <mgriffith@cityofevanston.org>

Zoning Special Use

1 message

noreply@formstack.com <noreply@formstack.com>

Wed, Jun 28, 2023 at 2:31 PM

Reply-To: noreply@formstack.com

To: mgriffith@cityofevanston.org, csterling@cityofevanston.org, zoning@cityofevanston.org



Formstack Submission For: **Zoning Special Use**

Submitted at 06/28/23 2:31 PM

Address:	1915 Grant Street 1917 Grant Street Evanston, IL 60201
Permanent Identification Number (PIN) 1:	10-12-309-021-0000
Permanent Identification Number (PIN) 2:	10-12-309--020-0000
Name:	David Wallach
Organization:	Blue Paint Development, LLC
Address:	909 David Street Suite 500 Evanston, IL 60210
Home or Office Phone Number:	(312) 617-9018
Cell Phone Number:	(312) 617-9018
Email:	dwallach@bluepaintdevelopment.com
Please choose primary means of contact:	Home or Office Phone
Is applicant also the property owner?:	No
Name:	Trish Stieglitz

Organization:

Address: [2221 Grant Street](#)
Evanston, IL 60201

Home or Office Phone Number:

Cell Phone Number: (847) 902-0808

Email: trish.stieglitz@comcast.net

What is the relationship of the applicant to the property owner?: Other: Contract Purchaser

Briefly describe the proposed Special Use: Applicant seeks to construct 10 New Construction Micro Homes on two zoning lots and 3 Micro Homes above parking structure in rear yard off of alley.

Is the requested special use one of the special uses specifically listed in the Zoning Ordinance? What section of the Zoning Ordinance lists your proposed use as an allowed special use in the zoning district in which the subject property lies?: 13-O-21 Section 8,3-22-2021

Will the requested special use interfere with or diminish the value of property in the neighborhood? Will it cause a negative cumulative effect on the neighborhood?: No.

Will the requested special use be adequately served by public facilities and services?: Yes.

Will the requested special use cause undue traffic congestion?: No.

Will the requested special use preserve significant historical and architectural resources?: The development will be New Construction. There is only a single family home on the site and is neither historical or have architectural significance.

Will the requested special use preserve significant natural and environmental features?: Yes.

Will the requested special use comply with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned Yes.

development process or the grant of a variation?:

Is applicant acting as an agent or designee for the proposed user of the land for which this application for zoning relief is made?:

No

List the name, address, phone, fax, and any other contact information of the proposed user of the land.:

Does the proposed land user own or control the land for which this application for zoning relief is made?:

Yes

List the name, address, phone, fax, and any other contact information of the person or entity that has constructive control of the proposed land user.:

Does the proposed land user hold the title to the subject property?:

No

Is the person or entity that holds the title the same as the one listed in the previous question?:

Yes

List the name, address, phone, fax, and other contact information of the person or entity holding the title to the subject property.:

Is the Applicant or Proposed Land User a Corporation?:

Yes

A. Names and addresses of all officers and directors.:

David Wallach
650 Waukegan Road, #117
Glenview, IL 60025

B. Names, addresses, and percentage of interest of all shareholders. If there are fewer than 33 shareholders, or shareholders holding 3% or more of the ownership interest in the corporation or if there are more than 33 shareholders.:

David Wallach
650 Waukegan Road, #117
Glenview, IL 60025
100%

Name, address, percentage of interest, and relationship to applicant, of each partner, associate, person holding a beneficial interest, or other person having an interest in the entity applying, or in whose interest one is applying, for zoning relief.:

Plat of Survey - One copy of plat of survey, drawn to scale, that accurately

[View File](#)

reflects current conditions.:

Date of Survey: Jun 06, 2003

Site Plan/Graphic Drawings - One copy of site plan or floor plans, drawn to scale, showing all dimensions or graphic representations for any elevated proposal-- garages, home additions, roofed porches, etc.:

[View File](#)

Date of Drawings: Jun 15, 2023

Proof of Ownership - Accepted documents for Proof of Ownership include: a deed, mortgage, contract to purchase, closing documents, etc.:

[View File](#)

Document Submitted: Development Agreement

Quantity: 1

Price: 660

Credit Card: Card number: *****1437 Expiration: 02/27

I certify that all of the above information and all statements, information, and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge.:

[View Signature](#)

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Formstack, [11671 Lantern Road, Suite 300, Fishers, IN 46038](#)

PROFESSIONALS ASSOCIATED - MM SURVEY CO.

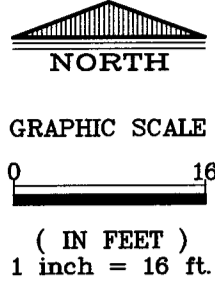
BOUNDARY * ALTA * TOPOGRAPHIC * CONDOMINIUM SURVEYS
7100 NORTH TRIPP AVENUE, LINCOLNWOOD, ILLINOIS 60712
PROFESSIONAL DESIGN FIRM NO. 184-003023

PLAT OF SURVEY

OF

PROFESSIONALS ASSOCIATED
PHONE: (847)-675-3000
FAX: (847)-675-2167
E-MAIL: pa@professionalsassociated.com
www.professionalsassociated.com

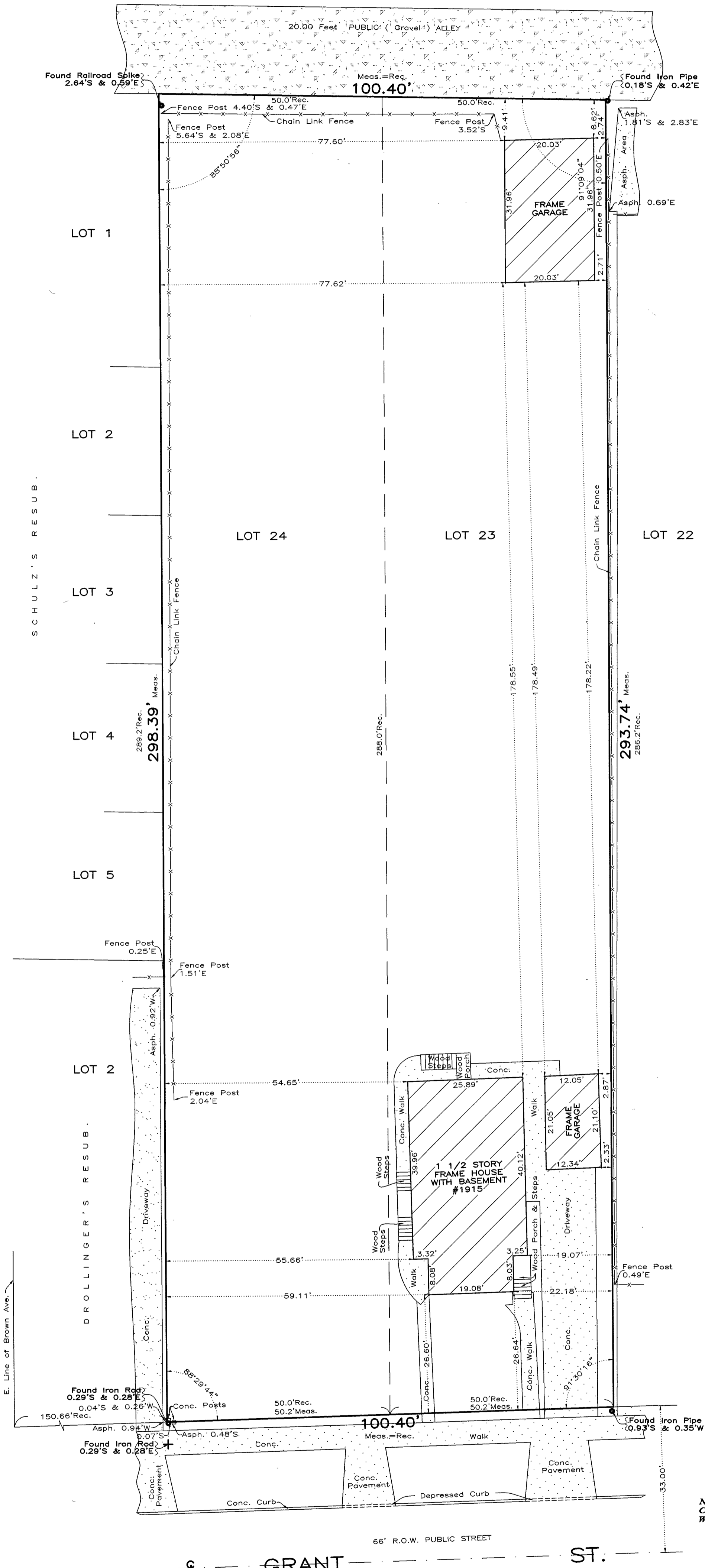
MM SURVEY
PHONE: (773)-282-5900
FAX: (773)-282-9424
E-MAIL: info@MMSurveyingChicago.com
www.mmsurveyingchicago.com



LOTS 23 AND 24 IN BLOCK 12 IN NORTH EVANSTON, BEING A SUBDIVISION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL NET AREA: 29,714 SQ.FT. = 0.682 ACRES

COMMONLY KNOWN AS: 1915-17 GRANT STREET, EVANSTON, ILLINOIS



NOTE: COPY OF CURRENT TITLE INSURANCE POLICY WAS NOT PROVIDED TO THE SURVEYOR.

GRANT ST.

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Order No. 23-101595
Scale: 1 inch = 16 feet.
Date: July 17, 2023.
Ordered by: Build with Wally



THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois s.s.
County of Cook

We, PROFESSIONALS ASSOCIATED - MM SURVEY CO., do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

Date: July 19, 2023.
Hylton E. Donaldson
IL. PROF. LAND SURVEYOR LICENSE EXP. DATE: NOV. 30, 2024.
Drawn by: A.T.



BINDING LETTER OF INTENT

To: Trish Stieglitz

Re: 10 Micro Homes/3 ADU's Grant Street Property

Dear Trish:

The purpose of this **binding** Letter of Intent ("LOI") is to set forth the general terms and conditions pursuant to which BluePaint Development, LLC or its assignee ("Developer") will agree to develop the above-referenced Project with Trish Stieglitz ("Owner"). The following terms and conditions are subject to the negotiation and execution of a mutually satisfactory Operating Agreement and Purchase and Sale Agreement by and between Developer and Owner ("this Letter of Intent, the Purchase and Sale Agreement and the Operating Agreement shall be collectively referred to as the "Development Agreement").

1. **TRANSACTION:** Developer agrees to develop together the property commonly known as Micro Home-Grant Street Development, Evanston, subject to the terms and conditions contained herein, (collectively, the "Property" or "Project") together with all rights situated as part of the Property, including, but not limited to: (a) the real property comprising the Site (the "Land"); (b) all other improvements situated on the Land (collectively, the "Improvements"); (c) all of Owner's right, title and interest in and to (i) all rights of way, easements, rights, and interests, and (ii) all adjoining streets, alleys, private roads, parking areas, curbs, curb cuts, sidewalks, landscaping, signage, sewers, wells, retention ponds and public ways (collectively, the "Appurtenant Rights"); (d) all equipment, fixtures and personal property owned by Developer which are located at, or used in connection with the ownership, operation and maintenance of the Land or the Improvements (collectively, the "Personal Property"), including without limitation all heating, lighting, air conditioning, ventilating, plumbing, electrical or other mechanical equipment; (e) to the extent in Owner's name and assignable, all leases, tenancies and rental or occupancy agreements (collectively, the "Leases") and security deposits; and (f) to the extent assignable, all of Owner's right, title and interest in and to all plans, models, drawings, specifications, blueprints, surveys, engineering reports, environmental reports and other technical descriptions or materials relating in any way to the Land, Improvements, Appurtenant Rights, and Personal Property.

2. **DEVELOPMENT OPERATING AGREEMENT:** The Parties shall form a Single Purpose Entity (“SPE”) to develop the Property as discussed *infra*:

A. The Owner shall own a Preferred Membership Interest (the “A Shares”) in the SPE made up of the deferred closing payment of [REDACTED] to Owner from the \$1MM acquisition price of the Property. The Owner shall be repaid the principal of [REDACTED] plus an additional [REDACTED] at any time not greater than two (2) years from the date of the Closing of the Property. If for any reason any portion of that repayment takes longer than 2 years, then any outstanding unpaid principal shall earn an additional 10% per annum (non-compounded) until fully paid.

B. Developer shall own all remaining Shares (the “B Shares”).

3. **SINGLE PURPOSE ENTITY FORMATION:** The entity shall be formed at any time prior to the Sale of the Property to Developer.

4. **TIMING.** Subject to terms and conditions of this Agreement, no later than July 31, 2023 the Parties shall agree on the Operating Agreement.

5. **CONVEYANCE.** On the Closing Date (TBD), Owner shall transfer and convey title to the Property to the Entity and subject to the the new Operating Agreement as outlined above, free and clear of all liens and encumbrances, except those previously disclosed, other than real and personal property taxes not yet due and payable and such title exceptions as Developer shall have a right to approve in writing pursuant to the Development Agreement (collectively, the "Permitted Exceptions") and any leases or other agreement affecting the possession, use or occupancy of the Property. Within 7 days from execution hereof, the Parties shall enter into a Purchase and Sale Agreement to memorialize the Sale.

6. **INSPECTION PERIOD.** Developer shall have a thirty (30) day inspection period (the "Inspection Period").

(a) That within three business (3) days after the execution of this Agreement, Owner shall provide Developer with—to the extent available—all information in its actual possession and control with respect to the Property, not previously provided (collectively, the "Due Diligence Materials"). Owner understands and agrees that the information obtained pursuant to such Due Diligence Materials and studies or inspections shall be kept in confidence and shall not be revealed to outside parties other than (i) to the extent such information is otherwise available in the public domain, (ii) to its agents, representatives, lenders, investors, principals, affiliates, who also agree to keep such information in confidence subject to the same terms herein, or (iii) as otherwise required by law. Should the

proposed transaction not be completed, Developer will immediately return to the Owner all Due Diligence Materials previously provided to Developer.

(b) From the "Effective Date" (the date this Agreement is fully executed) through the close of the Due Diligence Period, Developer shall have the right to review the Due Diligence Materials and inspect the Property by itself or with its agents, employees, contractors, architects, and engineers (including Phase I examination of the Property) at Developer's sole cost and expense. Developer agrees to indemnify and hold Owner harmless from (i) any damage caused to the Property as a direct result of Developer's inspection or inspection by Developer's agents and (ii) all death, personal injury or property damage caused by or related to Developer's inspection hereunder, including court costs, expert witness and attorneys fees. Developer shall restore the Property to its previous condition upon the conclusion of all such inspection and testing. Developer shall show Owner that either Developer or its agents maintain commercially reasonable levels of insurance coverage and agree to name Owner as an additional insured. No "invasive" Phase II examination of the Property shall occur without Owner's specific consent.

(c) If, for any reason or no reason, Developer is dissatisfied with the Property or any matter set forth in the Due Diligence Materials or otherwise pertaining to the Property, then the Developer shall have the right to terminate this Agreement by giving written notice to the Owner prior to the end of the Inspection Period.

(d) The Developer's obligation to purchase the property is solely based on its ability to develop the Property in substantial accordance with the attached Site Plan (minimum 10 Micro Homes and 3 ADU' Units). If within the 30 days Developer has not received approval from the City, then Developer shall have the right, but not the obligation, to extend the Due Diligence Period for a commercially reasonable period of time to acquire the necessary approvals from the City. If after 365 days the approvals have not been received, and Developer does not waive the Due Diligence Period, then Owner may elect to terminate the Agreement.

7. **TITLE & SURVEY**. Within five (5) business days of execution of the Effective Date, Owner will order a title commitment and survey (or update) for its review and approval. Developer must provide any objections, within ten (10) business days of receipt of the title commitment and survey, but in any event no later than expiration of the Inspection Period. Developer shall have the right in its sole discretion to elect whether to resolve any such objections. At Closing, Owner shall convey the Property as outlined above free and clear of all liens and encumbrances, except for Permitted Exceptions and other matters previously disclosed.
8. **REPRESENTATIONS AND WARRANTIES**. The Property will be conveyed to the SPE in its "as is, whereis" condition except as otherwise set forth in the Development Agreement.

9. **OWNER'S COVENANTS**. From and after the date of the Development Agreement through the Closing Date, Owner shall use commercially reasonable efforts to cause to: (i) maintain the Property in the condition in which it existed as of the date of the Development Agreement, normal wear and tear excepted, free from mechanics' liens or other claims for liens; not commit waste of or on the Property and keep in existence all fire and extended coverage insurance policies, and all public liability insurance policies, that are in existence as of the date of this Agreement with respect to the Property; (ii) not enter into any transaction with respect to or affecting the Property which would materially and adversely affect or bind Developer following the Closing Date, without Developer's prior written consent; (iii) not enter into, amend, waive any rights under, terminate or extend any Lease, without Developer's prior written consent; (iv) pay all taxes and special assessments levied against or incurred in connection with the ownership or operation of the Property, as such taxes and special assessments become due and payable; (v) promptly advise Developer in writing of any material changes, to the condition of the Property and changes in circumstances which would render the representations and warranties, if any, made by Owner under the Development Agreement false or misleading.
10. **DEFAULT**. If Developer defaults and fails to cure such default within five (5) days after written notice of such default, Developer shall have the right to (a) terminate this Agreement and receive a return of the Earnest Money and interest thereon, in which event each of the parties hereto shall be relieved of any further obligation to the other arising by virtue of this Agreement (except for obligations which are expressly intended to survive the termination of this Agreement), (b) pursue specific performance under the Development Agreement, or (c) waive such default and proceed to closing. If Owner defaults hereunder and fails to cure such default within Five (5) days of written notice of such default, this Agreement shall have the right to (a) terminate, or (b) waive such default and proceed to closing.
11. **BROKERS**. Each of Developer and Owner represents and warrants to the other that it has not dealt with any brokers with respect to the transaction contemplated hereby.
12. **MISCELLANEOUS**. (a) Time is of the essence of each provision of this Agreement. (b) This Agreement and all provisions hereof shall extend to, be obligatory upon and inure to the benefit of the respective heirs, legatees, successors and assigns of the parties hereto. Without limitation to the foregoing, Developer shall have the right to assign its rights under this Agreement to an entity affiliated, or under-common control, with Developer, or a nominee of Developer. (c) Except as provided herein, this Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby.
13. **ACCEPTANCE**. This Agreement must be accepted by Owner and received by Developer within two (2) business days of the date first above written.

14. **EXCLUSIVITY.** At all time from the effective date of the Development Agreement through the Closing or earlier termination of the Development Agreement, Owner shall be precluded from directly or indirectly offering the Property for sale, soliciting offers for sale or negotiating for the sale or disposition of the Property with any other party than the Developer.

15. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date on which the last party executed this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the last date below.

Developer:

Blue Paint Development, LLC or Its Assigns



By:

Name: David T. Wallach

Its: Managing Member

Blue Paint Development, LLC

909 david Street, Suite 500

Evanston, IL 60201

(312) 617-9018

Date: June 21, 2023

Owner:

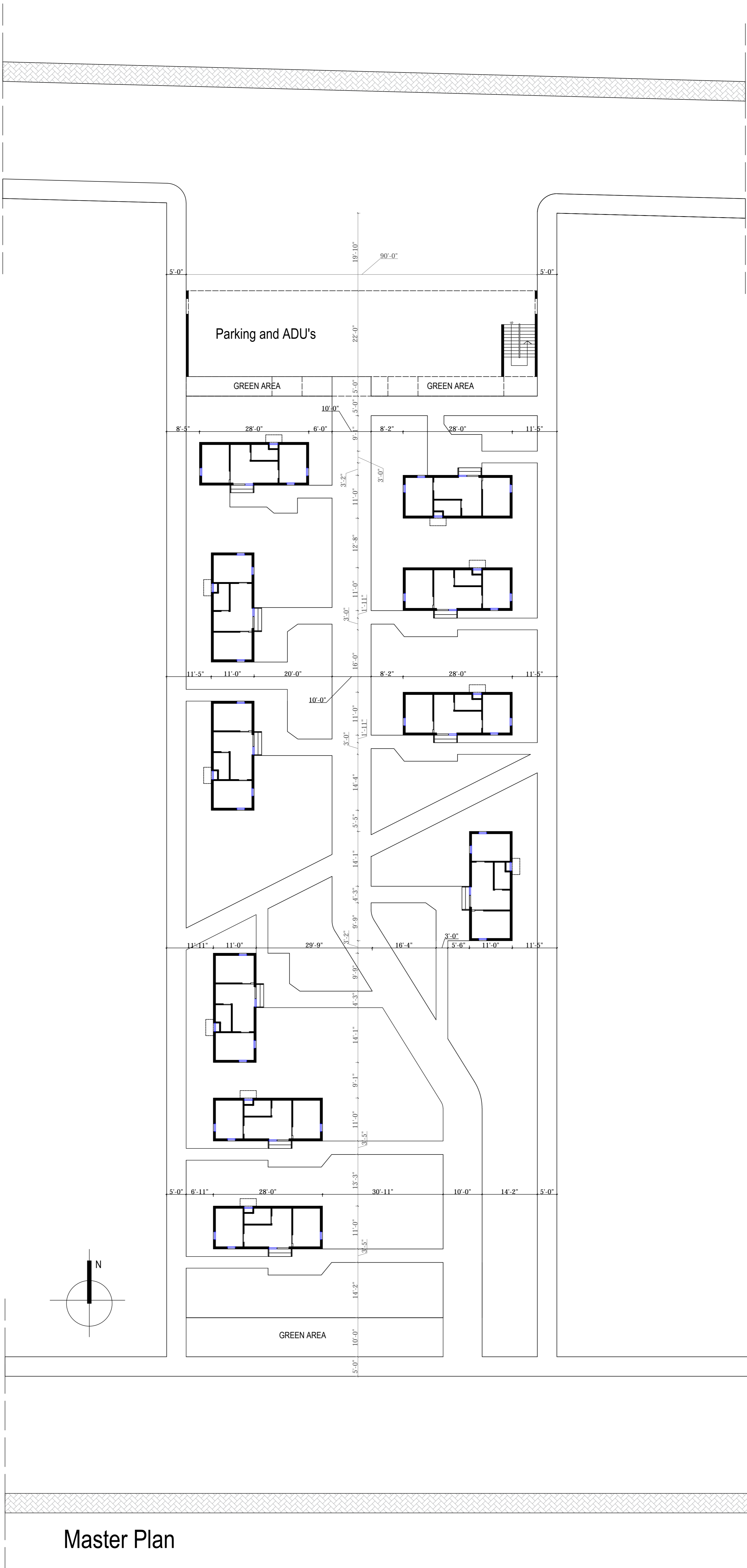
Trish Stieglitz

By: _____

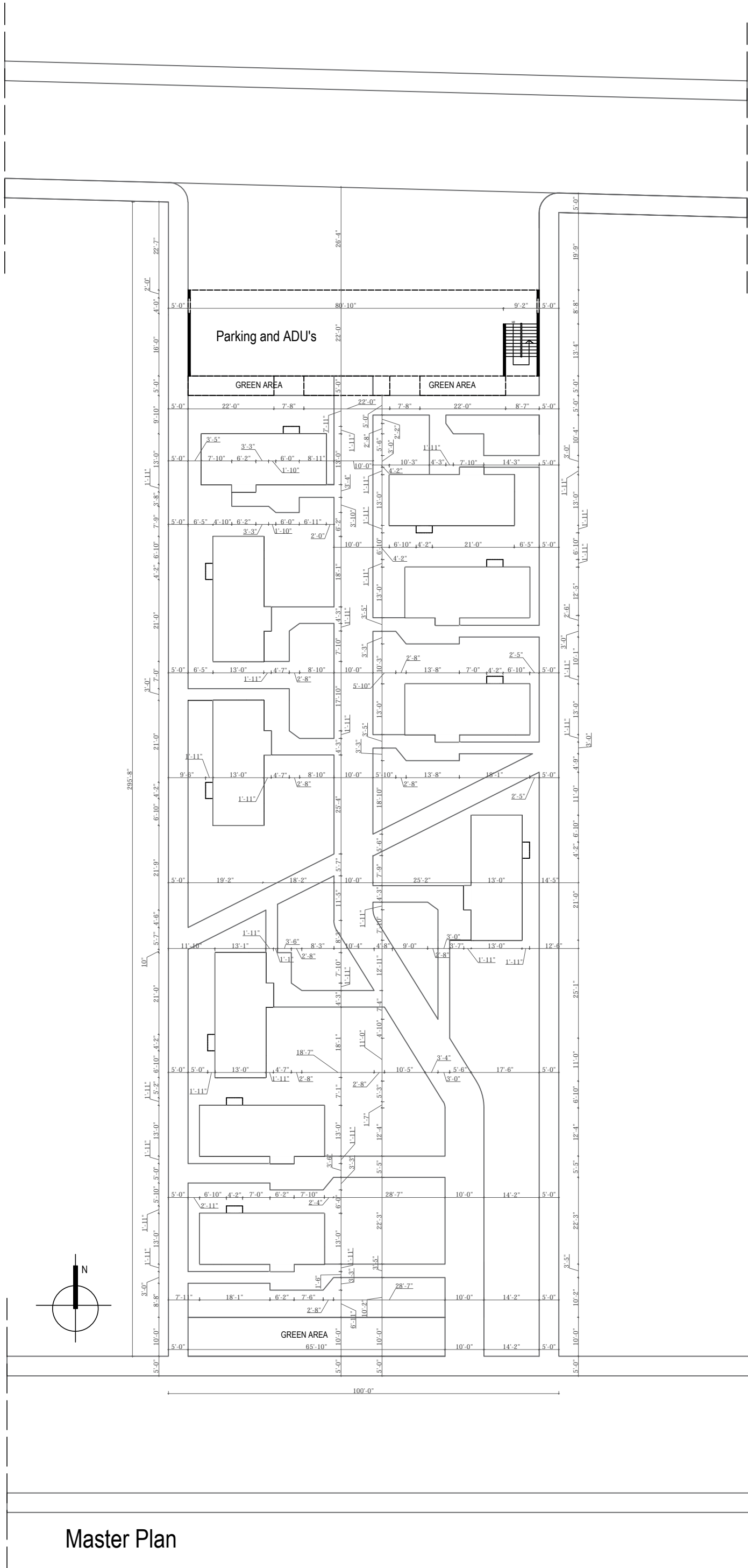
Name: _____

Its: _____

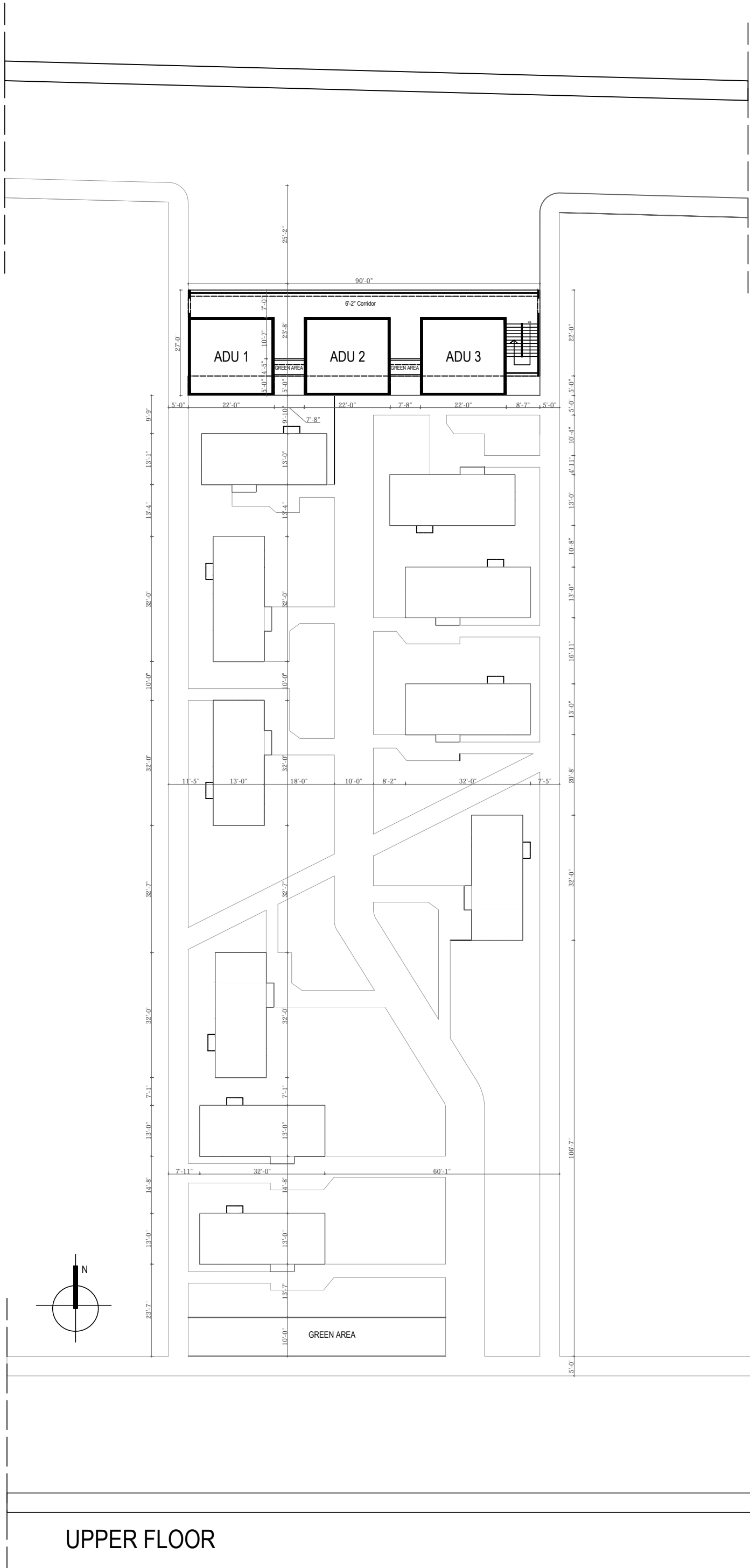
Date: _____, 2023



Master Plan



Master Plan



UPPER FLOOR