

CRESS CREEK SUBDIVISION PACKET

1. Petition/Plat concerns/Issues
Outline
2. Petition for Development Approval
3. Notice of Public Hearing May 20, 2019
4. Legislation Text – File # 19-581 Version:1
5. Ordinance #6-3-8: Conditional Uses
2. Standards For Conditional Uses
6. Article C. – B3 General Commercial District
#6-7C-2: Permitted Uses
6-7C-3: Conditional Uses
7. June 5, 2019 Planning and Zoning
Commission Meeting Minutes
PZC 19-1-031
991 W. Ogden Ave., Naperville
8. Neighborhood Flier Advising of 24-hr 7-Eleven Gas Station and Convenience
Store
9. Sayno24 Flier – Petition against 24-hour 7-Eleven
10. 7-Eleven Individual Store Franchise Agreement – Standard Form

Page 1;

Pages 21-22: Paragraph 19. Your Additional Covenants

Page 50: Exhibit D Selected Provisions
11. August 9, 2019 Correspondence to Menjinder S. Bhambra, stated owner of 991
W. Ogden from William P. White III.
12. July 11, 2019 Correspondence to Erin Venard, PZC from Vojislav Nikolovski
13. August 19, 2019 Correspondence to Mayor and Councilpersons from Crest Creek
Homeowners Association – PRESENTED AT MEETING
14. August 19, 2019 Correspondence to Vequity LLC

15. Aerial Picture of Present Marathon Station
16. 1201 E. Central Rd., Mount Prospect
7-Eleven
4 MPDs (Multiple Product Dispenser)
8 gas pumps
2,720 sq. ft.
17. #1-12-3: - Pyramid Disclosures
18. Warranty Deed: 991 W. Ogden , Naperville
19. LLC File Detail Report – Combined Real Estate LLC

CRESS CREEK SUBDIVISION

991 West Ogden Ave., Naperville
PZC 19-1-031

Petition/Plat Concerns/Issues:

1. Hours of Operation: 7 a.m. to 10 p.m.
 - - safety and security concerns for residents and most importantly their children
 - - 25% increase in crimes between 10 p.m. – 6 a.m. for 24-hour businesses based on gas stations and 7-Elevens in Naperville area
 - - attraction of undesirable element and employees in night/early morning hours
 - - detracts from inherent appeal and value of Cress Creek Subdivision.

2. Building setback be retained at the distances of present structure – Marathon Station
 - - install 12-foot fence on border of property and retain existing trees as buffering between residences and proposed structure
 - - maintain same square footage and gas pumps as existing gas station; 2000 sq. ft. structure and 8 gas pumps.
 - - drainage system disclosed as not invading residential properties or creating flooding events
 - - intrusion of lighting into adjacent/contiguous properties to building would be diminished by reduced hours of operation.

3. Environmental impact study
 - - gas/pollution damage to ground soil

4. Traffic study of potential congestion on Royal St. George with 2 ingress/egress, and limited entry/exit on Ogden Ave.

CITY OF NAPERVILLE PETITION FOR DEVELOPMENT APPROVAL

DEVELOPMENT NAME (should be consistent with plat): _____

ADDRESS OF SUBJECT PROPERTY: 991 W. Ogden Avenue, Naperville, IL 60540

PARCEL IDENTIFICATION NUMBER (P.I.N.) 07-12-303-028

I. PETITIONER: Vequity LLC

PETITIONER'S ADDRESS: 400 N. State Street Suite 400

CITY: Chicago STATE: IL ZIP CODE: 60654

PHONE: 312.985.0987 EMAIL ADDRESS: k.ward@vequity.com

II. OWNER(S): Menjinder Bhambra

OWNER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMAIL ADDRESS: mbhambra1@gmail.com

III. PRIMARY CONTACT (review comments sent to this contact): Kim Ward

RELATIONSHIP TO PETITIONER: Operations Manager

PHONE: 312.985.0987 EMAIL ADDRESS: k.ward@vequity.com

IV. OTHER STAFF

NAME: Bill Perry - Watermark Engineering

RELATIONSHIP TO PETITIONER: Civil Engineer

PHONE: 630.375.1800 EMAIL ADDRESS: bperry@watermark-engineering.com

NAME: Yousuf Ghorii Ilekis Associates

RELATIONSHIP TO PETITIONER: Architect

PHONE: 312.419.1694 EMAIL ADDRESS: yghori@ilekis.com

V. PROPOSED DEVELOPMENT

(check applicable and provide responses to corresponding exhibits on separate sheet)

- | | |
|--|---|
| <input type="checkbox"/> Amending or Granting a Conditional Use (Exhibit 1)* | <input type="checkbox"/> Landscape Variance (Exhibit 5) |
| <input type="checkbox"/> Amending or Granting a Planned Unit Development (Exhibit 2) | <input type="checkbox"/> Planned Unit Development Deviation (Exhibit 6) |
| <input type="checkbox"/> Annexation (Exhibit 3) | <input type="checkbox"/> Sign Variance (Exhibit 7) |
| <input type="checkbox"/> Plat of Easement/Vacation/Dedication | <input checked="" type="checkbox"/> Zoning Variance (Exhibit 7) |
| <input checked="" type="checkbox"/> Rezoning (Exhibit 4) | <input type="checkbox"/> Platted Setback Deviation (Exhibit 8) |
| <input type="checkbox"/> Subdivision Plat | <input type="checkbox"/> Subdivision Deviation/Waiver (Exhibit 8) |
| <input type="checkbox"/> Temporary Use | <input type="checkbox"/> Other (Please Specify: _____) |

**When requesting approval of a Small Wind and/or a Solar Renewable Energy System complete Exhibit 9 instead of Exhibit 1.*

ACREAGE OF PROPERTY: 1.013

DESCRIPTION OF PROPOSAL/USE (use a separate sheet if necessary)

New construction 3,099 SF freestanding gas + convenience store with 6 MPDs

VI. REQUIRED SCHOOL AND PARK DONATIONS (RESIDENTIAL DEVELOPMENT ONLY)

(per Section 7-3-5: Dedication of Park Lands and School Sites or for Payments or Fees in Lieu of)

Required School Donation will be met by:


- Cash Donation (paid prior to plat recordation)
- Cash Donation (paid per permit basis prior to issuance of each building permit)
- Land Dedication

Required Park Donation will be met by:

- Cash Donation (paid prior to plat recordation)
- Cash Donation (paid per permit basis prior to issuance of each building permit)
- Land Dedication


PETITIONER'S SIGNATURE

I, Kim Ward (Petitioner's Printed Name and Title), being duly sworn, declare that I am duly authorized to make this Petition, and the above information, to the best of my knowledge, is true and accurate.


(Signature of Petitioner or authorized agent)

3/15/19
(Date)

SUBSCRIBED AND SWORN TO before me this 15th day of March, 2019


(Notary Public and Seal)



OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Petition. I/we hereby authorize the Petitioner listed on this Petition to act on my/our behalf during the processing and presentation of this request(s). Any COST OR EXPENSE will be the Petitioner's Responsibility.

[Signature]
(Signature of 1st Owner or authorized agent)

(Signature of 2nd Owner or authorized agent)

March 6 2019
(Date)

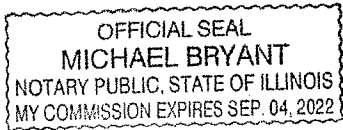
(Date)

Melinda Blumson
1st Owner's Printed Name and Title

2nd Owner Printed Name and Title

SUBSCRIBED AND SWORN TO before me this 6 day of March, 2019

[Signature]
(Notary Public and Seal)



**CITY OF NAPERVILLE
DISCLOSURE OF BENEFICIARIES**

In compliance with Ordinance 85-193, An Ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requiring disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

1. Petitioner: Vequity LLC Series LVI 991 Naperville
Address: 400 N. State Street Suite 400
Chicago, IL 60654

2. Nature of Benefit sought: _____

3. Nature of Petitioner (select one):

- | | |
|---|------------------|
| a. Natural Person | d. Trust/Trustee |
| <input checked="" type="checkbox"/> Corporation | e. Partnership |
| c. Land Trust/Trustee | f. Joint Venture |

4. If Petitioner is an entity other than described in Section 3, briefly state the nature and characteristics of Petitioner:

5. If in your answer to Section 3 you checked box b, c, d, e or f, identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, in the case of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

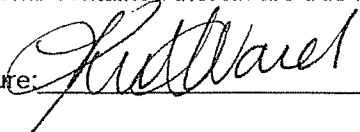
- a. Christopher Ileakis, 400 N. State St. Suite 400, Chicago, IL 100%
b. _____
c. _____
d. _____

6. Name, address and capacity of person making this disclosure on behalf of the Petitioner:
Kim Ward, Operations Manager, 400 N. State St. Suite 400, Chicago, IL

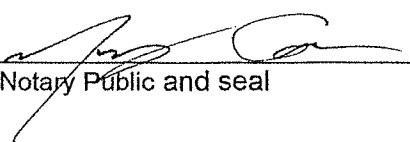
IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each entity.

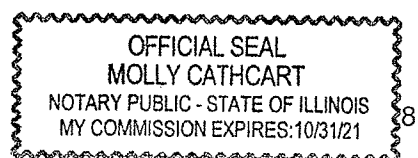
VERIFICATION

I, Kim Ward, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the Petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Signature: 

Subscribed and Sworn to before me this 15th day of March, 2019.


Notary Public and seal



LEGAL DESCRIPTION

LOT 43 IN BLOCK 17 IN CRESS CREEK BEING A SUBDIVISION OF PART OF SECTIONS 11, 12 AND 14, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1962 AS DOCUMENT R62-9660, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 991 W. OGDEN AVENUE, NAPERVILLE, IL 60563

PIN: 07-12-303-028

5/20/2019

NOTICE OF PUBLIC HEARING

VEQUITY
400 N STATE STREET
SUITE 400
CHICAGO, IL 60654

www.vequity.com
312.985.0987

PUBLIC NOTICE is hereby given to all persons interested that Vequity LLC Series LVI 991 Ogden, (Petitioner), has filed with the City of Naperville, 400 S. Eagle Street, Naperville, Illinois, a petition for a conditional use to permit an automobile service station in the B3 District under the provisions of Title 6 (Zoning Regulations) and/or Title 7 (Subdivision Regulations) of the Naperville Municipal Code (as amended), for the property located at northeast corner of Royal St. George and Ogden Avenue with a common street address of 991 W. Ogden Avenue, Naperville, IL and legally described as:

LOT 43 IN BLOCK 17 IN CRESS CREEK BEING A SUBDIVISION OF PART OF SECTIONS 11, 12 AND 14, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1962 AS DOCUMENT R62-9660, IN DUPAGE COUNTY, ILLINOIS.

PIN NUMBER: 07-12-303-028

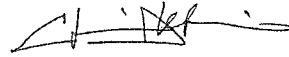
The Owner of the Property is Combined Real Estate, LLC. The property is currently zoned B-3. The Petitioner is seeking to obtain a conditional use for an automobile service station at the Subject Property.

A public hearing will be held on said petition before the Naperville Planning and Zoning Commission in the Council Chambers, 400 S. Eagle Street, Naperville, Illinois, on Wednesday June 5, at 7:00 p.m. at which time the Planning and Zoning Commission will hear the evidence presented on this matter and such other matters as may properly come before the Planning and Zoning Commission.

The petition is on file as Case #PZC 19-1-031 and may be viewed in the Planning Services Team Office located at 400 S. Eagle Street, Naperville, Illinois (Naperville Municipal Center). Further details regarding this case will also be available in the Planning and Zoning Commission meeting packet which will generally be posted to the City of Naperville's website (http://naperville.granicus.com/ViewPublisher.php?view_id=2) by the end of business on Friday May 31, 2019. Objections to, or support in favor of said application, may be offered verbally at the hearing or may be submitted in writing to and filed with the Planning Services Team, 400 S. Eagle Street, Naperville, Illinois, 60540.

Dated at Chicago, IL this 20th day of May, 2019

Petitioner (or Attorneys for Petitioner)

A handwritten signature in black ink, appearing to be "J. H. ...", written over a horizontal line.

Information on this matter can be obtained from:

Vequity LLC Series LVI 991 Ogden or:
400 N. State Street Suite 400
Chicago, IL 60654

Planning Services Team
400 S. Eagle Street
City of Naperville

1. The establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the public health, safety, and general welfare.
 - a. The establishment will not be detrimental to the general welfare in anyway. Vequity plans to demolish and build a new construction gas station which will be an improvement on the way the site sits today. We will make sure the site is properly lit and safe at all times.
2. The conditional use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted, nor substantially diminish and impart property values within the neighborhood
 - a. The proposed new construction building will fit nicely within the general character of the neighborhood in this retail corridor. Vequity not only plans to improve the site and construct a new gas + convenience store but also plans to take care of any environmental issues that are currently on-site today.
3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in this district
 - a. The conditional use will not impede normal developments in the area. We believe the use will be an improvement to the adjacent property owners.
4. The establishment of the conditional use is not in conflict with the adopted comprehensive master plan
 - a. Overall the conditional use and intent of this Title is not changing. The proposed use of the property is within the Master Plan as we will be providing enhanced landscaping, a new parking lot, a new construction 3,099 SF gas station which is a large improvement from the dilapidated gas station that stands today. Vequity is also consolidating curb cuts along Ogden Avenue & Royal Saint George Drive to one along each frontage.



Legislation Text

File #: 19-581, Version: 1

PLANNING AND ZONING COMMISSION AGENDA ITEM

ACTION REQUESTED:

Conduct the public hearing to consider a conditional use to permit an automobile service station in the B3 (General Commercial) District at the subject property located at 991 W. Ogden Av., Naperville - PZC 19-1-031

DEPARTMENT: Transportation, Engineering and Development

SUBMITTED BY: Erin Venard

BOARD/COMMISSION REVIEW:

Official notice for the public hearing for PZC 19-1-031 was published in the Daily Herald on May 20, 2019.

BACKGROUND:

Located at the northeast corner of Ogden Avenue and Royal Saint George Drive, the subject property has a common address of 991 W. Ogden Avenue. The property is approximately 1 acre in size, is zoned B3 (General Commercial District), and is currently improved with an automobile service station which includes a convenience store, an automotive repair shop, and 8 gas pumps. The East Sector Plan (1998) identifies the future land use of the subject property as commercial; the proposed development is compatible with this designation.

The petitioner, Vequity LLC, is requesting to demolish the existing automobile service station and construct a new station on the subject property. An automobile service station requires a conditional use in B3 pursuant to Section 6-7C-3 (B3 District: Conditional Uses).

DISCUSSION:

In 2016, the B3 District was amended to include automobile service stations as a conditional use. Previously service stations were a permitted use in B3. Services stations operating at the time of the amendment, such as the existing station on the subject property, were considered nonconforming uses. Per Section 6-10 (Nonconforming Uses)

<https://library.municode.com/il/naperville/codes/code_of_ordinances?nodeId=TIT6ZORE_CH10NOUS>, a non-conforming use may be continued during the remainder of the normal life of the building in which the nonconforming use is conducted. The petitioner is proposing to demolish the existing building and therefore, a conditional use for the new service station is required.

The proposed automobile service station includes 12 gas pumps and a 3,036 square foot convenience store. The proposed site plan complies with all setback, parking, and landscape requirements. Redevelopment of the site will eliminate both the existing body shop and truck rental

ilities. The existing station has 1 full access point on Royal Saint George and 2 full access points on Ogden Avenue. As a part of the redevelopment, 1 access point along Ogden Avenue will be eliminated.

Staff finds the proposal is less intense than the prior improvement which included an auto body shop and truck rental. The visible nature of the subject property is well suited for an automobile service station and staff is in support of the request for a conditional use. The petitioner's responses to the standards for granting a conditional use are attached. Upon review, staff is in agreement with the petitioner's findings and recommends their adoption by the Planning and Zoning Commission.

Building Design

The proposed single story building is comprised primarily of light brown colored brick with dark brown nichia (fiber cement) accent panels. A cast stone knee wall will wrap the building. Dark bronze metal canopies will be placed over the storefront windows and entrance doors. Currently a non-conforming ground sign is located near the southeast corner of the property; the petitioner proposes to replace the existing sign with a conforming sign. Staff finds that the proposed building elevations utilize four-sided architecture and high-quality materials and are consistent with the City's Building Design Guidelines.

Key Takeaways

- The petitioner is demolishing the existing automobile service station on the subject property in order to construct a new station. A conditional use is required.
- Staff supports the conditional use due to the location of the property.

6-3-8: - CONDITIONAL USES:

1. Purpose: The development and execution of this Title is based upon the division of the City into zoning districts within which districts the use of buildings, structures and land, and the bulk and location of buildings and structures in relation to the land are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, cannot be properly classified in any particular district or districts, without consideration, in each case, of the impact of those uses upon adjacent land and of the public need for the particular use in the particular location. Said uses are classified as conditional uses in their respective zoning districts and shall be processed in accordance with Section 6-3-5 of this Code.



2. Standards For Conditional Uses: Any recommendation by the Planning and Zoning Commission and any decision by the City Council shall be predicated on evidence and findings that:

2.1. The establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the public health, safety and general welfare; and

2.2. The conditional use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

2.3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district.

2.4. The establishment of the conditional use is not in conflict with the adopted comprehensive master plan.

3. Procedure: A petition for a conditional use or changes to a conditional use shall be processed in accordance with the provisions of Section 6-3-5 of this Code.

4. Effective Period Of A Conditional Use:

4.1. The conditional use shall be constructed in a timely manner. If a building permit is not obtained, the erection or alteration of a building or structure is not commenced, or the use is not commenced within a two-year period, the

City may initiate or the owner of the parcel of land on which the conditional use is to be constructed may apply for the revocation of the conditional use. Said conditional use shall remain valid until revoked.

- 4.1.1. If revocation is initiated by the City, the owner shall be notified, in writing, at least thirty (30) days prior to the City's consideration of the revocation.
 - 4.2. Upon voiding or revocation of the conditional use, the parcel of land shall conform to the permitted uses and other regulations of the zoning district in which it is located unless an amendment or other conditional use is applied for and granted. This Section shall be applicable to all conditional uses except planned unit developments for which the provisions of Chapter 4 of this Title shall apply.
5. Changes To Approved Conditional Uses: A conditional use shall be constructed/established in accordance with the approved plan attached to the ordinance which granted the conditional use. Changes to the conditional use shall be considered to be either a major change, a minor change, or an administrative adjustment.
 - 5.1. Major Changes: Major changes are modifications which alter the concept or intent of the conditional use. Any one of the following shall be considered a major change to a conditional use. These changes shall include:
 - 5.1.1. Any increase in total gross floor area that would result in a square footage which exceeds the maximum FAR permitted in the underlying zoning district or which would result in a parking requirement, as determined based on the off-street parking regulations set forth in Section 6-9-3 of this Title, which cannot be met at the subject property or at other permitted locations pursuant to Section 6-9-2:1, Section 6-9-2:2, and Section 6-9-2:3 of this Title;
 - 5.1.2. Any increase in approved building height which would be in excess of the maximum height permitted in the underlying zoning district;
 - 5.1.3. Any decrease which reduces the amount of parking provided at the subject property or at other permitted locations to less than that required by off street parking regulations for the specific use per Section 6-9-3 of this Title;
 - 5.1.4.

Significant changes to the parking location, access plan, building or parking setback areas, landscaping plans, or building elevations which alter the intent or concept of the conditional use approved for the site as determined by the Zoning Administrator; or

- 5.1.5. Any change that results in a variance to Title 6 requirements or increases the extent of a previously granted variance from Title 6 requirements.
- 5.2. Minor Changes: Minor changes are those changes not defined as major changes and which do not alter the concept or intent of the conditional use. Minor changes may be approved by the City Council without the review and recommendation of the Planning and Zoning Commission. This provision shall not prohibit the City Council from referring said petition to the Planning and Zoning Commission for review, recommendation, and/or public hearing. The following factors shall be considered in determining whether a proposed change constitutes a minor change:
 - 5.2.1. Greater than a twenty percent (20%) increase of the total gross floor area for the approved conditional use;
 - 5.2.2. Greater than a twenty percent (20%) increase in the height of any structure;
 - 5.2.3. Other minor changes to the parking location, access plan, building or parking setback areas, landscaping plans, or building elevations approved for the site as determined by the Zoning Administrator; or
 - 5.2.4. Any alteration of approved conditions applicable to the conditional use.
- 5.3. Administrative Adjustments: Other changes which do not result in any of the major or minor changes set forth in this Subsection may be approved by the Zoning Administrator through an administrative adjustment process without the approval of City Council in accordance with Section 6-3-5 (Procedures) if the proposed change does not impact the intent or purpose of the approved conditional use. Administrative adjustments which are not approved by Zoning Administrator may be appealed by the petitioner or property owner to the City Council as a minor change to the conditional use.

(Ord. No. 13-129, § 3, 11-5-2013; Ord. No. 15-188, § 2, 11-17-2015)

ARTICLE C. - B3 GENERAL COMMERCIAL DISTRICT

SECTION:

6-7C-1: - INTENT:

The B3 general commercial district is intended to accommodate those retail and wholesale commercial activities which are considered roadside commercial uses and which may be incompatible with the predominantly retail uses permitted in other business districts and whose service area is not confined to any one neighborhood.

(Ord. 80-5, 1-21-1980)

6-7C-2: - PERMITTED USES:

No building, structure or parcel of land shall be used and no building or structure shall be erected, altered, or enlarged which is arranged, intended, or designed for other than one of the following uses:

1. Any permitted use in the B1 and B2 districts except dwelling units.
2. Amusement establishments.
3. Boat and trailer showrooms, sales and repairs.
4. Offices and showrooms for building and related trades, subject to the required conditions provided in Section 6-7C-4.
5. Clubs, lodges and meeting places for other organizations.
6. Hotels and motels.
7. Motor vehicle sales.
8. Parking lots and garages as a principal use.
9. Pawnshops.
10. Printing and publishing establishments.
11. Recording or sound studios.
12. Schools—Vocational or trade.
13. Repair, rental, sale, or servicing of any article, subject to the required conditions provided in Section 6-7C-4.
14. Other uses which are of the same general character as the above permitted uses,

(Ord. No. 80-5, 1-21-1980; Ord. No. 82-44, 5-3-1982; Ord. No. 06-225, 9-19-2006; Ord. No. 06-264, 11-21-2006; Ord. 08-035, 2-19-2008; Ord. No. 10-087, § 5, 7-20-2010; Ord. No. 16-108, § 3, 8-16-2016)

6-7C-4: - REQUIRED CONDITIONS:

The following conditions shall be required:

1. Dwelling units, other than those located in a hotel or motel or watchman's quarters located on the premises where employed, shall not be permitted.
2. All business servicing, storage, accessory warehousing, or processing, except for off street parking or loading, shall be conducted within completely enclosed buildings. The normal services and sales offered at automobile service stations and eating and drinking establishments and retail sales of boats, motor vehicles, and trailers are excluded from this provision. Provided, however, that the sale and storage of seasonal merchandise at retail shall be permitted in accordance with the provisions of Section 6-2-23 of this Title.
3. Except for the outside sales of motor vehicles, the outside storage area of goods, materials and products shall be prohibited.
4. Processes and equipment employed within the B3 district shall comply with the applicable provisions of Chapter 14 of this Title.

(Ord. No. 80-5, 1-21-1980; Ord. No. 88-115, 6-6-1988; Ord. 93-14, 1-19-1993; Ord. No. 16-108, § 3, 8-16-2016)

6-7C-5: - AREA REQUIREMENTS:

There are no area requirements in the B3 district.

(Ord. 80-5, 1-21-1980)

6-7C-6: - LOT WIDTH REQUIREMENTS:

There are no lot width requirements in the B3 district.

(Ord. 80-5, 1-21-1980)

6-7C-7: - YARD REQUIREMENTS:

3. Where the extension of a front or side lot line coincides with a front lot line of an abutting lot located in a residence district or is across an existing or proposed right-of-way from property located in a residence district, a yard equal in depth to the minimum front yard required by this Title on such abutting residential lot shall be provided along such front or side lot lines.
4. Fuel dispensing devices shall be exempt from the established front yard or corner side yard requirements, but all such dispensing devices shall be set back from the front lot line and the corner side lot line a distance of not less than fifteen (15) feet.

(Ord. No. 80-5, 1-21-1980; Ord. No. 93-14, 1-19-1993)

6-7C-8: - HEIGHT LIMITATIONS/BULK REGULATIONS:

The maximum floor area ratio for all buildings and structures in the B3 district shall be 0.325.

(Ord. 91-52, 4-3-1991)

CHAPTER 7

BUSINESS DISTRICTS



City of Naperville

400 S. Eagle Street
Naperville, IL 60540

Meeting Minutes Planning and Zoning Commission

Wednesday, June 5, 2019

7:00 PM

Council Chambers

A. CALL TO ORDER:

B. ROLL CALL:

Present 7 - Manas Athanikar, Brett Fessler, Bruce Hanson, Anthony Losurdo, Andrew Margulies, Bianca Morin, and Bill Habel

Absent 1 - Krishna Bansal

C. PUBLIC FORUM:

D. PUBLIC HEARINGS:

1. Conduct the public hearing to consider variances to permit tollway signage that exceeds permissible height and square footage allowances for the property located at 55 Shuman Boulevard (Rush Naperville Clinic) - PZC 19-1-024

Sara Kopinski, Planning Services Team, gave an overview of the request.

Jim Griffin, attorney with Schain Banks, spoke on behalf of the petitioner. Mr. Griffin introduced the project team which included Lisa Staszak with Parvin Clauss Signs and Evan Danner with Equus Capital Partners.

The PZC inquired about the berm to the north of the property. Staszak stated that the berm and surrounding trees are on IDOT property. PZC inquired about additional wall signage. Danner stated that 2 existing tenants currently have wall signage; contractually no additional signs are permitted. Kopinski stated City Code permits additional wall signage on the building. Staff understands the need for additional sign allowances due to the setback and trees; however, staff cannot support the proposed sign because it is twice as large as permitted.

Public Testimony: None

The petitioner made his closing remarks.

PZC closed the public hearing.

A motion was made by Habel, seconded by Losurdo to adopt the findings of fact as presented by staff and deny PZC 19-1-024, variances to permit an increase in sign height and sign area for a ground sign on the subject property at 55 Shuman, Naperville.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin, and Habel

Absent: 1 - Bansal

2. Conduct the public hearing to consider a conditional use to permit an automobile service station in the B3 (General Commercial) District at the subject property located at 991 W. Ogden Av., Naperville - PZC 19-1-031

Erin Venard, Planning Services Team, gave an overview of the request.

Ivan Nockov with Vequity spoke on behalf of the petitioner.

The PZC inquired about the landscape plan. Nockov noted that additional landscaping would be added as well as a fence.

Public Testimony:

Dan Franthorpe and Justin Putter, neighboring property owners, raised concern with lighting, landscaping, trash, and safety.

Denise Provenzano owns the adjacent property to the east and voiced concern about the existing and proposed landscaping.

The Petitioner reviewed the proposed landscaping and lighting plans. Nockov stated that the store will be a corporately owned 7-Eleven with strict requirements on cleanliness. PZC inquired about the increased size of the convenience store. Nockov stated that the existing store is 2,085 square feet and the proposed store is 3,000 square feet. Venard clarified the location of the proposed fence and stated that staff supported the request because the property is in a highly visible location along Ogden Avenue.

Dennis Barfuss spoke about the number of robberies at existing 7-Eleven stores in Naperville.

PZC closed the public hearing.

A motion was made by Losurdo, seconded by Fessler to adopt the findings of fact as presented by the petitioner and approve PZC 19-1-031, a conditional use to permit an automobile service station in B3 at the subject property located at 991 W. Ogden Avenue, Naperville.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin, and Habel

Absent: 1 - Bansal

3. Conduct the public hearing to consider a variance to the maximum height and number of stories in order to construct a duplex at the subject property located at 125 N. Huffman Street, Naperville - PZC 19-1-043

Erin Venard, Planning Services Team, gave an overview of the request.

The PZC inquired about the floodplain, the overall height, and support by staff. Venard responded that the floodplain maps will be amended in August of 2019, the overall height is approximately 40', and staff is in support of the revised plan.

Steve Carr spoke on behalf of the petitioner.

The PZC inquired about the petitioner's ability to delay construction until the floodplain maps are revised. Mr. Carr responded that the proposed design (first story garage with 2 levels of living above) is the preferred design.

Public Testimony:

Tim Messer is a neighboring resident. Mr. Messer stated that he supports duplexes; however, he does not support the height variance.

Martin and Itzel Schubert live in a single-family home to the north of the proposed duplex. The Schuberts stated that there is no hardship once the floodplain maps are revised.

Lynn Dowd spoke as the property owner and requested approval of the variance.

PZC inquired about the roof access. Mr. Carr responded that there is a stairwell and an elevator that will access the roof. The height issue relates to the elevator enclosure. The enclosure is mid-building, setback about 30' from the front of the building.

PZC closed the public hearing.

A motion was made by Losurdo, seconded by Hanson to adopt the findings of fact as presented by the petitioner and approve PZC 19-1-043, variances to permit an increase in the maximum height and story requirements for a duplex for the subject property located at 125 N. Huffman Street, Naperville.

Aye: 5 - Athanikar, Fessler, Margulies, Morin, and Habel

Nay: 2 - Hanson, and Losurdo

Absent: 1 - Bansal

4. Conduct the public hearing to consider a variance to Section 6-2-10:6 and Section 6-2-12:2.1 in order to install a 5' tall picket fence and an 8' tall privacy fence at the subject properties located at 222, 212, and 204 W Van Buren Avenue - PZC 19-1-48

Gabrielle Mattingly, Planning Services Team, gave an overview of the request.

Vince Rosanova, Rosanova & Whitaker, spoke on behalf of the petitioner.

Public Testimony:

Ted Chillicothe supported staff's position.

Hank Borso is a neighboring property owner. Mr. Borso raised concern with the proposed fence and the site distance requirements along the alley.

Rick Hitchcock is a neighboring property owner. Mr. Hitchcock supported the variance request and also agreed with the site distance concern discussed by Mr. Borso.

PZC inquired about the height of the 8' fence in the rear of the property. Mattingly responded that the height of the fence is permitted; however, the

location of the fence on an unimproved lot requires review.

The petitioner responded to the testimony.

PZC closed the public hearing.

A motion was made by Morin, seconded by Fessler to adopt the findings of fact as presented by the petitioner and approve PZC 19-1-048, a variance to permit a fence to be located on a lot without a principal structure at the subject property at 204, 212, and 222 Van Buren Avenue, Naperville.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin and Habel

Absent: 1 - Bansal

A motion was made by Athanikar, seconded by Losurdo to adopt the findings of fact as presented by the petitioner and approve PZC 19-1-048, a variance to permit an increase in the allowable height of a fence at the subject property located at 204, 212, and 222 Van Buren Avenue, Naperville.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin and Habel

Absent: 1 - Bansal

5. Conduct the public hearing on proposed text amendments to Chapter 11 (Historic Preservation) of Title 6 (Zoning Regulations) of the Naperville Municipal Code - PZC 19-1-59

Gabrielle Mattingly, Planning Services Team, gave an overview of the request. The PZC inquired about the required historical significance analysis. Mattingly responded that staff is currently discussing this requirement with Naper Settlement.

Public Testimony: None

PZC closed the public hearing.

A motion was made by Hanson, seconded by Athanikar to approve PZC 19-1-059, text amendments to the Historic Preservation Ordinance.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin, and Habel

Absent: 1 - Bansal

E. REPORTS AND RECOMMENDATIONS:

1. Approve the minutes of the May 1, 2019 Planning and Zoning Commission meeting.

A motion was made by Losurdo, seconded by Fessler to approve the minutes of the May 1, 2019 Planning and Zoning Commission meeting.

Aye: 7 - Athanikar, Fessler, Hanson, Losurdo, Margulies, Morin, and Habel

Absent: 1 - Bansal

F. OLD BUSINESS:

G. NEW BUSINESS:

H. ADJOURNMENT:

9:25PM

Have you seen this sign in your neighborhood before?



(Photo taken at the entrance to the Cress Creek Neighborhood at Royal St George Dr. and Ogden Ave)

A 24 HOUR 7-Eleven gas station and convenience store is looking for city council approval in your neighborhood! With the safety concerns that this brings, perhaps we will need an electronic sign that reads “LOCK YOUR NEIGHBORHOOD!”

The Marathon gas station at the corner of Royal St George (RSG) & Ogden is to be replaced by a much larger 7-Eleven gas station and convenience store open 24 hours!

Here are a few concerns:

- Stats show that **CRIME INCREASES BY 25%** between the hours of 10pm-6am for 24-hr businesses! *
- The new building is to be constructed within 17ft of family homes and be 50% larger and higher!
- No Environmental Impact Report has been done!
- The number of toxic pumps is increasing by 50% (from 8 to 12 pumps!)
- No traffic study was done! Likely increased traffic flow & longer wait times at the RSG/Ogden light!
- Insufficient barriers proposed between family homes and the cutting down of healthy trees!
- Increased light pollution and noise disturbances during the early morning hours!
- Lack of sufficient notice to residents prior to Planning Commission's approval!
- No identity of the owners of this 7-Eleven Franchise was given!
- Devaluation and detracting of neighboring Cress Creek homes!

(Statistics taken from 24-hour gas stations in the area and two 24-hour 7-Eleven convenience stores in the area.)*

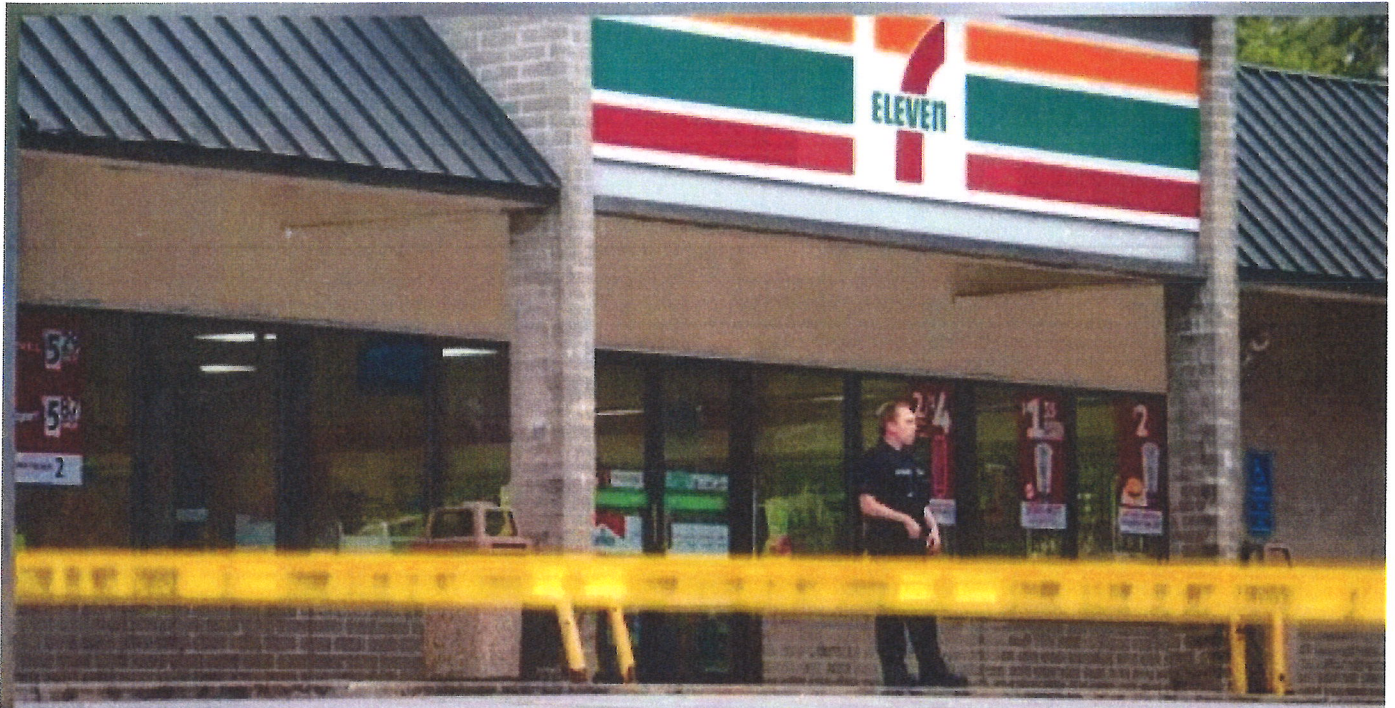
The proposed 24 HOUR operation is causing MAJOR concerns in our heavily CHILD POPULATED & family-friendly neighborhood! If you are also concerned, **please show your support at the next city council meeting:**

**Tuesday, August 20th @ 7pm
Council Chambers, Municipal Center
(400 S Eagle St, Naperville IL)**

Please visit and sign the petition at www.sayno24.com



Sayno24



Welcome to Sayno24

Join in your community click on link below to sign petition!

SIGN PETITION

ABOUT US

The Situation

A 7-Eleven gas station and convenience store is planning to operate 24/7 365 in our family friendly Cress Creek neighborhood.

Get Involved!

Sign the petition and show your support. Attend the city council meeting on Aug 20th. Find more info. in the events tab.

Thank You

We could not accomplish our goal without the help and support from you. Thank you for your time and effort in makes this possible!

SAYNO24

COPYRIGHT © 2019 SAYNO24 - ALL RIGHTS RESERVED.

POWERED BY GODADDY WEBSITE BUILDER

EX-10.(II)(B)(1) 2 dex10iib1.htm STANDARD FORM OF 7-ELEVEN INDIVIDUAL STORE FRANCHISE AGREEMENT
Exhibit 10.(ii)(B)(1)



7-ELEVEN, INC. – INDIVIDUAL
STORE FRANCHISE AGREEMENT

17. Our Indemnification. Except as otherwise provided in this Agreement,

(a) We agree to be responsible for all fire and casualty loss or damage to the Store building (specified in Exhibit A) and 7-Eleven Equipment (specified in Exhibit B) unless caused by your intentional acts or the intentional acts of your agents or employees.

(b) We agree to indemnify you for losses and damages related to the operation of the Store as provided in the 7-Eleven Contractual Indemnification in Exhibit C to this Agreement, unless such losses or damages are caused by your intentional acts or the intentional acts of your agents or employees. We may cancel this indemnification or change this indemnification and any related definitions one (1) time during each calendar year, or we may replace this indemnification with an insurance policy that we provide or a third-party provides on our behalf. Such cancellation, change, or replacement will be effective on the first day of the first Accounting Period following the thirtieth (30th) day after we give you notice of such cancellation, change, or replacement.

18. Your Indemnification; Insurance. You agree to be responsible for and indemnify us, our Affiliates, and our and their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the "7-Eleven Indemnified Parties") from all losses arising out of or relating to your Store and its operation, except those specifically the responsibility of or indemnified by us. This indemnification will survive the expiration, termination, or transfer of this Agreement or any interest in this Agreement. You may obtain insurance to cover your indemnification obligation. Your total indemnification obligation to us will not exceed \$500,000. You may also obtain insurance in addition to the contractual indemnification described in Exhibit C. You agree to notify us if you obtain any such insurance policy, and that policy will name us as an additional insured. We will have no obligation to process claims for you. If you have obtained such insurance, it will be primary, and our indemnity will be secondary to that insurance except for insurance coverage specifically endorsed to cover losses over and above the contractual indemnification. You agree to maintain worker's compensation insurance, including employer's liability coverage, with a reputable insurer or with a state agency, satisfactory to us, evidence of which will be deposited with us (if with an insurer, such evidence must reflect that the premium has been paid and that 30 days prior notice to us is required for any cancellation or change). You agree to promptly report to us all casualty losses and other events covered by indemnification or your insurance.

19. Your Additional Covenants. In addition to your other covenants and obligations contained in this Agreement, you agree to:

- (a) maintain a high ethical standard in the conduct of the franchised business and in the operation of the Store;
- (b) devote your best efforts to the business of the Store and to maximizing the Store's sales and Gross Profit;
- (c) make yourself available to meet with us at reasonable times, at our request;
- (d) maintain the Store as a 24-Hour Operation, unless prohibited by law or we agree in writing to different operating hours;

(e) provide us access to the Store, 7-Eleven Equipment, Inventory, Receipts, Cash Register Fund, cash register readings, banking and other equipment readings (including readings from lottery equipment), money order blanks, bank drafts, and Store supplies at any time and for any period of time during the times in which the Store is required to be open;

(f) properly record all sales of Inventory at the time of sale at the retail prices you set and generally offer to customers of the Store;

(g) wear, and cause Store employees to wear, only the apparel, including neat and clean uniforms, approved by us while working in the Store;

(h) at all times, use the 7-Eleven Payroll System in accordance with our standards, unless we otherwise consent in writing;

(i) comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws. In connection with such compliance, you certify, represent, and warrant that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you, or your employees or any "blocking" of your assets under the Anti-Terrorism Laws will constitute grounds for immediate termination of this Agreement and any other agreement you have entered with us or one of our Affiliates, in accordance with the termination provisions of this Agreement;

(j) not to, in any way, represent yourself to anyone, including the media, as our representative and not to make any comment to anyone purporting to be a comment about us or the 7-Eleven System as one of our representatives. You agree to at all times clearly identify yourself as one of our franchisees in any public statements about us or the 7-Eleven System;

(k) execute all license agreements or similar agreements with us or third parties required for the installation and/or use of computer hardware or software in connection with the operation of your Store; and

(l) authorize us to obtain from third parties all information regarding the operation of your Store (for example, information from state lottery agencies and vendors) and execute all documentation required to effectuate such authorization.

20. Maintenance and Utilities.

(a) Your Maintenance Obligations. Except to the extent we may expressly assume any of the following responsibilities in writing, you agree to be responsible for all maintenance, repairs, replacements, janitorial services and expenses relating to the Store and 7-Eleven Equipment, including: (1) maintaining the Store, 7-Eleven Equipment, other property in the Store and landscaped areas in a clean, attractive, orderly, safe, and sanitary condition and in good repair and operating condition, reasonable wear and tear excepted (2) replacing light bulbs, ballasts, vault doors, glass, and door closers on the Store and 7-Eleven Equipment; and (3) cleaning the Store interior, the parking lot and walk areas, including snow and ice removal.

(b) Maintenance Contracts.

(1) Except to the extent that we may expressly assume in writing any of the above responsibilities or that any master lease of the Store provides, you agree to obtain Maintenance Contracts with reputable firms for maintenance of the Store and 7-Eleven Equipment and, if we consider it appropriate or necessary, for the landscaped areas outside the Store. Provided, however, you agree to use and pay for maintenance and repair services for the 7-Eleven Store Information System that is provided by a vendor we designate from time to time. All other Maintenance Contracts must either (a) be the contracts available through us or (b) be contracts that we have approved in writing as provided in Paragraph 20(b)(2) below which cover services comparable to those provided under the contracts

EXHIBIT D**SELECTED PROVISIONS**

[All Blanks Must be Completed and Franchise Agreement Must be Delivered at Least 5 Business Days Prior to Execution of Franchise Agreement.]

- (a) The Store must be a 24-Hour Operation, unless prohibited by law or we agree in writing to different operating hours. If the Store is prohibited by law from doing business as a 24-Hour Operation, the Store must operate the maximum number of hours permitted by law. Laws regulating the maximum number of hours may change from time to time, and this may change the number of hours you will operate the Store.
- (b) The Franchise Fee was \$_____. The Down Payment was \$_____. The Down Payment included a \$_____ contribution toward the estimated Cost Value of the initial Inventory, a \$_____ payment toward the estimated initial governmental fees for necessary licenses, permits, and bonds (an Operating Expense), and a \$_____ payment for the initial Cash Register Fund.
- (c) The initial annual interest rate we charge you on the unpaid balance in the Open Account will be _____%. The annual interest rate we charge you on the unpaid balance in the Open Account will be adjusted, effective each March 1, and will continue in effect through the last day of February of the following year. The initial and ongoing annual interest rate will be 2% over the prime rate charged by Bank of America (or any successor) as of the first working day of each calendar year during which the adjustment becomes effective.
- (d) We agree to pay you interest on any credit balance in the Open Account pursuant to Paragraph 13 at the prime rate charged by Bank of America (or any successor), as of the first working day of each calendar year, minus 2%. The annual interest rate will be adjusted, effective each March 1, and will continue in effect through the last day of February of the following year. If the interest charged under the Franchise Agreement or this Exhibit D is greater than the maximum interest permitted by applicable law, the excess amount charged will be considered automatically credited to the principal balance of the loan, since we intend to avoid charging any interest that would violate any applicable law.
- (e) You agree to attend both Store and classroom training. If you are only one individual, you agree to attend the training. If you are a corporation, you designate and we approve _____ to receive training. Each participant must successfully complete each phase of training in order to continue the training process.
- (f) The percentage used to adjust retail to cost for determining Cost Value and Inventory Variation will be computed by dividing the previous 12 months' Purchases at cost (including delivery charges, cost equalization, and adjustment for discounts and allowances received) by the previous 12 months' Purchases at retail. Special Items Purchases, consigned merchandise, write-offs, and product markdowns will be excluded from Purchases at cost as well as Purchases at retail. For Stores not previously operated as 7-Eleven Stores, until the Store has been in operation for 3 months, the average percentage based on the previous 12 months for all 7-Eleven Stores in the 7-Eleven market where the Store is located will be used. After the Store has been in operation for three months, the percentage will be computed for the Store based on the previous 12 months' operation of the Store (or, if the Store has not been in operations for 12 months, for the number of months the Store has been in operation).
- (g) Checks from us to you will be payable to _____.

August 9, 2019

Via Email / Certified Mail

mbhambra1@gmail.com

Menjinder Singh Bhambra
3650 Walters Ave.
Northbrook, IL 60062

Menjinder Singh Bhambra
249 E. Prospect Ave.
Mt. Prospect, IL 60056

Combined Real Estate LLC
Menjinder Singh Bhambra
249 E. Prospect Ave.
Mt. Prospect, IL 60056

RE: 991 W. Ogden Ave.
Naperville, IL 60563

Dear Mr. Bhambra,

This correspondence is intended to inform you that residents of the Cress Creek Subdivision, with homes adjacent to or near the existing Marathon Service Station, are objecting to the proposed construction of a 7-Eleven convenience store and gas station on your real property located at 991 West Ogden Avenue, Naperville. Apart from less than ten (10) days' notice of the Planning Commission "hearing", we are objecting to the proposal made by your representative Vequity, LLC in the Petition for Development Approval. Further, we take issue with the four (4) point addendum to their Petition and the blatant misrepresentations made.

Vequity, LLC ("Vequity") has proposed a 24-hour operation of a convenience store and gas station on the subject plan, which we assert is detrimental to the family-oriented Cress Creek Neighborhood. The Marathon Station operated from 7 a.m. to 10 p.m. No commercial businesses within sight of the Marathon Station operate 24-hours. The planned lighting will be invasive onto adjoining home owners, as part of the architectural plan eliminates substantially all of the buffering landscape. The intrusion is further exasperated by the new 7-Eleven building being set back to a mere 17 feet from the residence directly behind the building – the dumpster will be located 15 feet

Mr. M. Bhambra
August 9, 2019
Page 2

from that residence. The present building is 43.80 feet from the residence at the closest point, and 34.81 feet from the eastern commercial business.

Notwithstanding the “significant environmental contamination history”, Vequity proposes to increase by 50% the MPDs; going from 8 to 12 gas pumps. While purporting to emphasize the convenience store operation, Vequity is adding 4 more MPDs to the gas station operation. The proposed convenience store will be 50% larger than the existing structure – approximately 2,000 sq. ft. to 3,000 sq. ft. It is very obvious that the expansion proposed for the building and MPDs caused the set-back nearer to private residences on the North and Northeast borders.

As the owner of 991 West Ogden Ave, Naperville Real Property, you have the sole authority to direct your representatives, Vequity, LLC, to consider the reasonable and legitimate concerns of the Cress Creek Neighborhood and the families and their children’s safety and security. It is not our intention to interfere with commercial operations at this location. We are seeking an accommodation between your plans and the interests of Cress Creek residents and their children, and the value and integrity of the homes in this high-end Subdivision in Naperville.

Accordingly, I have enclosed hereto a list of Cress Creek concerns for your consideration. We will likewise present our concerns to Vequity at our forthcoming meeting and before the counsel on August 20, 2019 at 7 p.m. Thank you.

Sincerely,

William P. White III

William P. White III

Enclosure

cc: Christine White

Justin Putter

Melissa Putter

Dan Fanthorpe

Catherine Fanthorpe

Lacey Schnell

From: VOJISLAV NIKOLOVSKI [REDACTED]
Sent: Thursday, July 11, 2019 11:16 AM
To: Venard, Erin
Subject: 911 W.Ogden Gas Station development

CAUTION: This e-mail originated outside of the City of Naperville (@naperville.il.us).

DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Dear Erin Venard,

We, Vojislav and Mirjana Nikolovski, are writing about the proposed 7 Eleven/Gas Station development at 911 W. Ogden, in which our home, [REDACTED], and community will be fully impacted.

After review of the proposed plans, we understand that the landscape plan is to cut all shrubs north of the site, adjacent to our property. When we first moved into our home in 1999, the green space between the gas station and our home was very grand and filled with 30' tall dense trees. This separation was a significant visual and sound barrier and helped separate the commercial and residential space.

In 2011, the previous owner of the Marathon Gas Station cut down all trees between our two properties, with no permission from the City of Naperville. The owner also added additional paved area on the north, between our two lots. Although the owner did plant small trees and bushes, they took about 5 years to grow to their mature size, and we were left with the visual impact of the gas station from our backyard and bedrooms. Based on the proposed development, the paved space for parking will extend even closer to our home, directly underneath our bedroom window.

From a landscape perspective, we please ask that if this proposed development is approved, that all current landscaping be kept as this visual and sound separation is necessary to our well being as community members of Cress Creek. We would also suggest that all parking spaces be situated as far as possible from our home. Additionally, as the proposed building will be taller than the previous one, we ask for the tallest fence possible to be built for better visual protection.

Moreover, we are concerned about the traffic impacts, late night noise, and congregation that a 24/7 commercial building will bring. There is no need for a store to be open all night. There are two gas stations open all night within 1-2 miles, one at Washington and Ogden and one at Raymond Dr. and Ogden. Both of those locations are in commercial only areas. There does not seem to be a shop in Naperville that is open 24/7 within 30 feet of a residential home.

We are open to hearing other suggestions based on our feedback, from the developers, Planning Department and the community to address these serious concerns.

Sincerely,

Vojislav Nikolovski & Mirjana Nikolovski

[REDACTED]

August 19, 2019

VIA EMAIL

Mr. Christopher Ilekis
Vequity LLC

RE: Concerns/Issues - - 7-Eleven
991 W. Ogden Ave., Naperville

Dear Chris,

We very much appreciated your and other Vequity LLC personnel and 7-Eleven Corporate Representatives meeting with Cress Creek residents this past Wednesday. While I feel we exchanged our respective views as to Vequity's proposed construction of a 7-Eleven convenience store/gas station, there remains an impasse as to the 24-hours of operation. I said I would provide an outline of our concerns and issues, and it is enclosed herewith.

It is hoped that we can keep the dialogue open and sincere. Perhaps, Charlene was able to get answers to my queries from 7-Eleven Corporate as to modification of Vequity's proposal for the 991 W. Ogden, Naperville property regarding: not 24-hours; smaller store square footage; less than 12 gas pumps; larger fencing between the business and residential properties; and moving store further from property line. Thank you.

Sincerely,



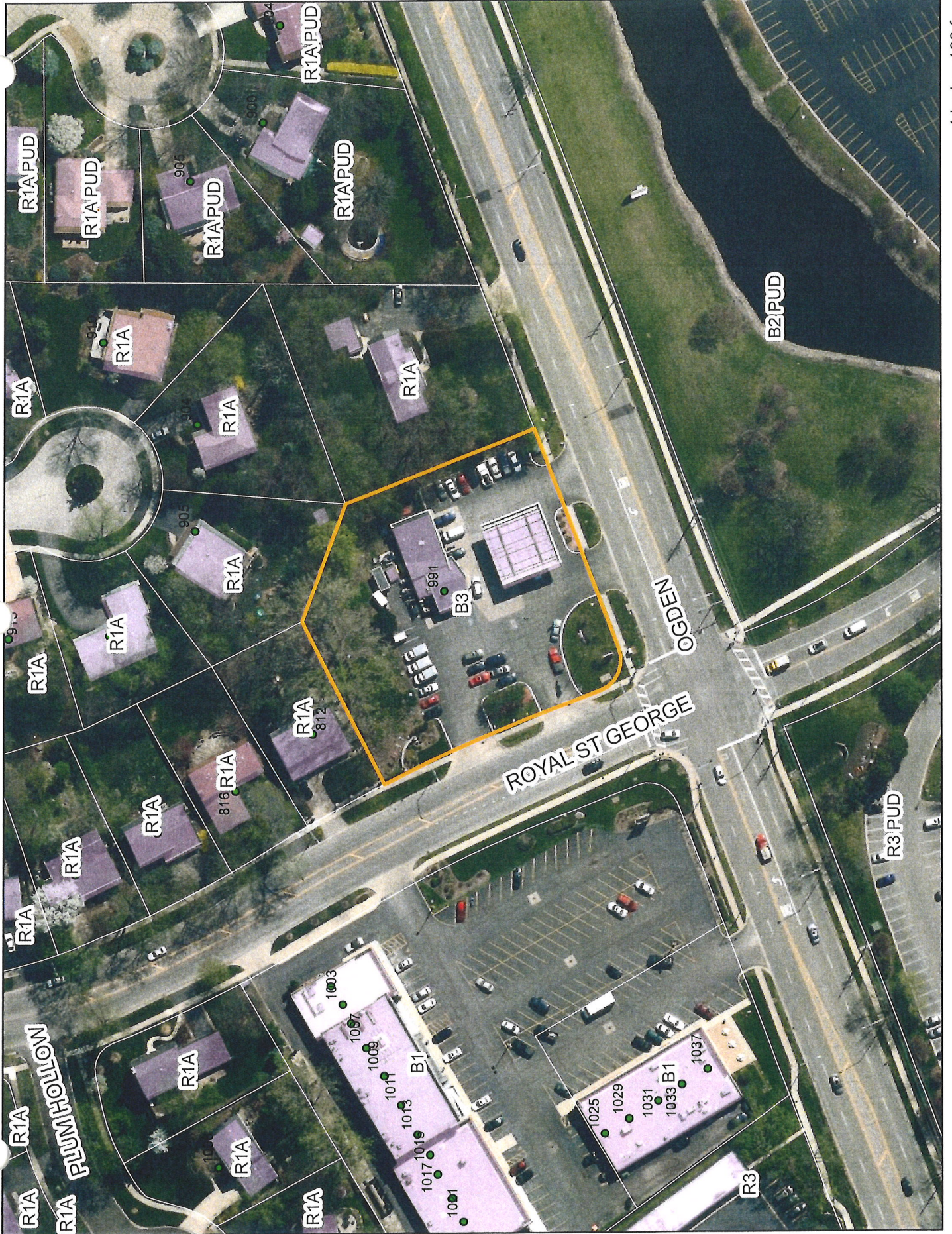
William P. White III

Enclosure

cc: Charlene C. Brandt (email)
John R. Zemenak, Esq. (email)



1 inch = 100 feet





1201 E Central Rd - 7-Eleven

2,720 SF Retail Building Offered at \$3,470,000 at a 5% Cap Rate in Mount Prospect, IL



HIGHLIGHTS

Signalized intersection with freestanding monument sign

New construction with long-term warranties

Highly desirable location at the intersection of Central & Rand Roads with nearby national retailers including Walmart, Panda Express, LA Fitness

INVESTMENT SUMMARY

Substantial rental increases in years 6 & 10 (10% increase). Extremely limited Landlord responsibilities (structure & foundation). High-quality new construction with warranties

THE OFFERING

Price

\$3,470,000

Lot Size

0.69 AC



Jeffery Miller MBA



Aron Cline



Matt Coates



Contact

Cap Rate	5.00%	No. Stories	1
Sale Conditions	Investment Triple Net	Year Built	2019
Property Type	Retail	Tenancy	Single
Property Sub-type	Convenience Store	Parking Ratio	5.51/1,000 SF

[More...](#)

Building Class	C	APN / Parcel ID	09-07-101-060-0000
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Listing ID: 15897995

Date Created: 2/7/2019

Last Updated: 7/30/2019

ABOUT 1201 E CENTRAL RD MOUNT PROSPECT, IL 60056

The subject property is a new corporately guaranteed lease by 7-Eleven, Inc. which includes a freestanding 2,720 SF convenience store with four MPDs (multiple product dispenser). The tenant signed a new 15 year absolute NNN lease with three options to extend for a total of 15 additional years.

LINKS

[Offering Memorandum](#)

SATELLITE REGIONAL



Jeffery Miller MBA



Aron Cline



Matt Coates



Contact

1-12-3: - PYRAMID DISCLOSURES:

In the event that the written disclosure of interest submitted in accordance with Section 1-12-2 hereof identifies firms, corporations, partnerships, land trusts, joint ventures or other entities, additional written disclosure statements shall be submitted in the form required by said Section 1-12-2 for each firm, corporation, partnership, land trust, joint venture or other entity so disclosed. It is the intent of this Chapter that disclosure shall be made in accordance with the provisions hereof to the extent necessary to ultimately identify the individual or individuals who will benefit, directly or indirectly, from any contract, license, permit, approval or benefit that may be granted, given or entered into by the City.

(Ord. 85-193, 10-21-85)

WARRANTY DEED
LIMITED LIABILITY COMPANY



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB. 11, 2014 RHSP 10:10 AM
DEED 07-12-303-028
004 PAGES R2014-012037

201401854 AH 10/1 day CTI
accorn


Grantor, MPCO REAL ESTATE LLC, a Limited Liability Company organized and existing under Illinois law, having its principal place of business at 100 Tri State International Suite 140 Lincolnshire, IL 60069, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, conveys and warrants to Grantee, Combined Real Estate LLC, of the City/Village of Lincolnshire, in the County of Lake, in the State of Illinois the following described real estate:

LOT 43 IN BLOCK 17 IN CRESS CREEK BEING A SUBDIVISION OF PART OF SECTIONS 11, 12 AND 14, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1962 AS DOCUMENT R62-9660, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index No.: 07-12-303-028
Commonly known as: 991 W Ogden Naperville, IL 60563

DATED this 31st day of August, 2013.
20th day of November 2013

MPCO REAL ESTATE LLC


Menjinder Bhambra, manager

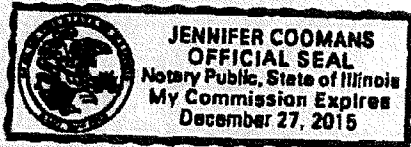
Combined Real Estate LLC

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Menjinder Bhambra, manager of MPCO REAL ESTATE LLC is personally known to me to be the same person/s whose name/s is/are subscribed to the foregoing Instrument as such manager, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said Instrument as his/her/their free and voluntary act of said MPCO REAL ESTATE LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ~~— day of August 2013.~~

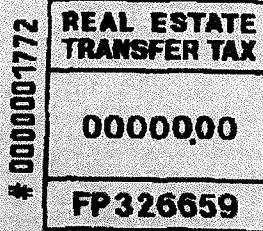
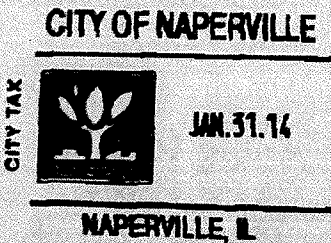
20th day of November 2013
Jennifer Coomans
 Notary Public



This transfer is exempt under the provisions of Paragraph E, Section e of the Real Estate Transfer Act.

11-20-2013

[Signature]
 11-20-2013



Deed prepared by: Patrick A. Mitchell 8770 W. Bryn Mawr Suite 1300 Chicago, IL 60631	<i>Grantor address &</i> Send tax bill to: Jay Ahmed 100 Tri State International Suite 140 Lincolnshire, IL 60069	After recording return to: Patrick A. Mitchell 8770 W. Bryn Mawr Suite 1300 Chicago, IL 60631
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LLC FILE DETAIL REPORT

File Number	01151533		
Entity Name	COMBINED REAL ESTATE LLC		
Status	ACTIVE	On	03/11/2019
Entity Type	LLC	Type of LLC	Domestic
File Date	04/01/2004	Jurisdiction	IL
Agent Name	MENJINDER BHAMBRA	Agent Change Date	08/01/2018
Agent Street Address	249 E PROSPECT AVE #200	Principal Office	249 #300, PROSPECT AVENUE MT PROSPECT, IL 60056
Agent City	MT PROSPECT	Managers	View
Agent Zip	60056	Duration	12/31/2050
Annual Report Filing Date	03/11/2019	For Year	2019
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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