



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

630-407-6700
Fax: 630-407-6702

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Development Committee

FROM: DuPage County Zoning Hearing Officer

DATE: October 4, 2023

RE: **ZONING-23-000076 Knollcrest Funeral Home (York/ District 2)**

Development Committee: November 21, 2023:

Zoning Hearing Officer: October 4, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Variation to reduce the interior side setbacks from 20 feet to approximately 0 feet for the expansion of Knollcrest Funeral Home.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition # **ZONING-23-000076 Knollcrest Funeral Home** dated October 4, 2023.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO RECOMMENDATION TO APPROVE

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is for an expansion to the existing Knollcrest Funeral Home, which requires the interior side setbacks to be reduced from 20 feet to approximately 0 feet.
- B. That at the public hearing, petitioner adopted the prior record for Z-22-000066 Knollcrest Funeral Home from January 18, 2023.

- C. That petitioner testified that following the previous public hearing on January 18, 2023, petitioner addressed the concerns regarding stormwater from York Township and agreed to install a curb to better direct stormwater, and that York Township no longer has any objections to the proposed zoning relief.
- D. That petitioner testified there is a recorded easement (R1992-039096) that grants Knollcrest Funeral Home the ability to access the property to the north and to landscape the northern area adjacent to the subject property.
- E. That petitioner testified that the proposed addition would provide additional space for public uses, staff offices, and family lounges and that the garage would be relocated to rear of the building.
 - a. Furthermore, that petitioner testified that the purpose of the proposed enhancements is to improve the efficiency, functionality, and aesthetics of the subject property and existing business.
- F. That petitioner testified that they are dealing with the existing limitations of the existing building and where it is located on the subject property, and that in order to build an addition, they would require the requested zoning relief.
- G. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for a practical difficulty and unique circumstance for the subject zoning relief to reduce the interior side setbacks from 20 feet to approximately 0 feet, due to the location of the existing building on the subject property, causing petitioner to require the subject zoning relief in order to build an addition to support the expanding business.

STANDARDS FOR VARIATIONS:

**Per Zoning Code Section 37-1411.3*

- 1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development.
- 2. That the Zoning Hearing Officer finds that petitioner **has demonstrated** the granting of the Variation will not:
 - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed expansion will not impair an adequate supply of light and air to the adjacent properties.
 - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the proposed expansion will not increase in the hazard from fire or other dangers and that they will receive a building permit for the proposed expansion.

- c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed expansion will not diminish the value of land and buildings throughout the County and will be an added benefit to the surrounding area.
- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed expansion will not unduly increase traffic congestion in the public streets and highways, and that it will not impact line-of-sight clearance for vehicles.
- e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed expansion will not increase the potential for flood damages to adjacent properties.
- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that proposed expansion will not incur additional public expense for flood protection, rescue, or relief.
- g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** the proposed expansion will be an added benefit to the neighborhood, and will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000076 Knollcrest Funeral Home	
ZONING REQUEST	Variation to reduce the interior side setback from 20' to approximately 0 feet for the expansion of Knollcrest Funeral Home.	
OWNER	OAK BROOK BANK, TRUST 2499, 1500 S MEYERS ROAD, LOMBARD, IL 60148/ AGENT: BUIKEMA LAW GROUP, LLC., 15 SALT CREEK LANE, SUITE 103, HINSDALE, IL 60521	
ADDRESS/LOCATION	1500 S MEYERS ROAD, LOMBARD, IL 60148	
PIN	06-21-111-014	
TWSP./CTY. BD. DIST.	YORK	DISTRICT 2
ZONING/LUP	R-3 SF RES	INSTITUTIONAL
AREA	0.86 ACRES (37,462 SQ. FT.)	
UTILITIES	WATER/ SEWER	
PUBLICATION DATE	Daily Herald: September 19, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 4, 2023	
<u>ADDITIONAL INFORMATION:</u>		
Building:	No Objections.	
DUDOT:	No Objections.	
Health:	Our office has no jurisdiction in this matter.	
Stormwater:	No Objection with the concept of the petition. Additional information may be required at time of permit application.	
Public Works:	No Objection with the concept of the petition. Additional information may be required at time of permit application.	
<u>EXTERNAL:</u>		
Village of Lombard:	“The Village of Lombard has no comments on this petition.”	
Village of Villa Park:	<i>No Comments Received.</i>	
City of Oakbrook Terrace:	<i>No Comments Received.</i>	
Village of Oak Brook:	No Objections.	
York Township:	<i>No Comments Received.</i>	
Township Highway:	No Objections.	
York Center Fire Dist.:	No Objection with the concept of the petition. Additional information may be required at time of permit application.	
Sch. Dist. 45:	No Objections.	
Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and the District property, we do not have any specific comments. Thank you.”	

GENERAL BULK REQUIREMENTS:

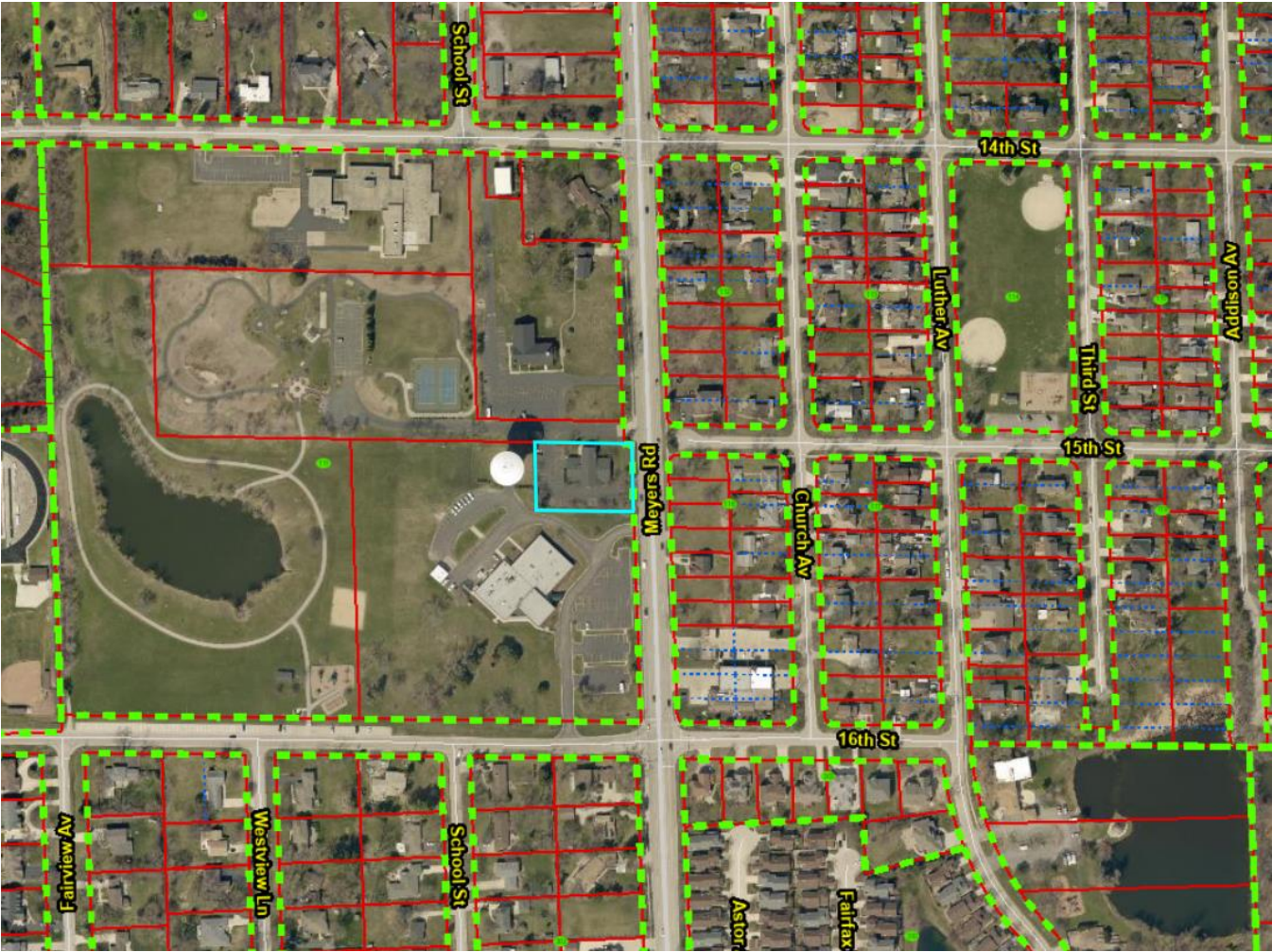
REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Int. Side Yard:	20'	15 FT	APPROX. 0 FT

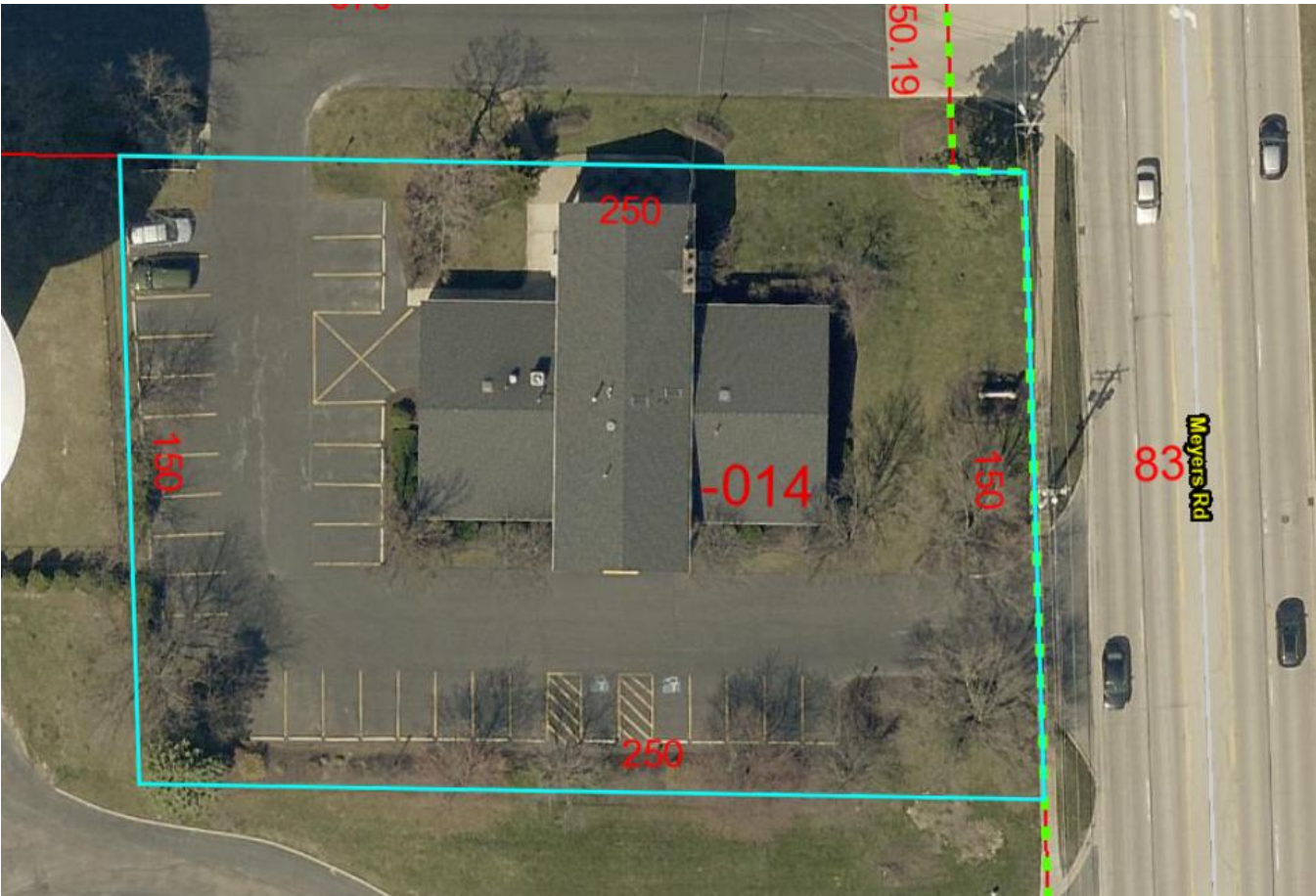
LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-3 Single Family	Funeral Home	Institutional
North	R-3 Single Family	Park District	Institutional
South	R-3 Single Family	Township Offices	Institutional
East	Meyers Road and beyond R-4 SF RES	House	0-5 DU AC
West	R-3 Single Family	Township Offices	Institutional









AGREEMENT AND GRANT OF EASEMENTS

THIS AGREEMENT AND GRANT OF EASEMENTS made and entered into this 1st day of May, 1991, by and between Waste Management of Illinois, Inc., a Delaware Corporation, (hereinafter referred to as "Grantor") and West Suburban Bank, as Trustee under Trust Agreement dated September 27, 1988 and known as Trust Number 8869 (hereinafter referred to as "Grantee").

992-039096
RECORDED
DU PAGE COUNTY

W I T N E S S E T H:

WHEREAS, the Grantor is the record title holder of the real estate located at 1416 Meyers Road, Lombard, in DuPage County, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Parcel One"); and

WHEREAS, the Grantee is the record title holder of the real estate located at 1500 Meyers Road, Lombard, DuPage County, Illinois and legally described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Parcel Two"); and

WHEREAS, the Grantee and its beneficiaries desire to obtain permanent 24 foot wide easement on Parcel One extending from Meyers Road a distance of 325.93 feet along Grantor's Eastern property line and legally described in Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as "Roadway Easement") for the purpose of installing and maintaining a private roadway to provide access to Parcel Two; and

WHEREAS, the Grantee and its beneficiaries desire to maintain the existing landscape easement in the buffer between the Roadway Easement and Parcel Two and legally described in Exhibit "D" attached hereto and made a part hereof (hereinafter referred to as "Landscape Easement"); and

WHEREAS, Parcel Two has been developed as a funeral home in accordance with a site development plan approved by the County of DuPage which shows access to the Roadway Easement; and

WHEREAS, the parties desire to provide for the unobstructed use of said Roadway Easement for their mutual benefit.

This document prepared by and after
recording mail to:

Gregory J. Constantino
3001 Butterfield Road
Oak Brook, Illinois 60521

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(Knollcrest Funeral Home
1500 S. Meyers Rd.
Lombard, IL. 60148)

NOW THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars each in hand paid and the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct in substance and in fact and are incorporated herein by reference as if fully set forth herein.

2. **Grant of Access Easements.** The Grantor hereby grants to the Grantee an easement of ingress and egress over the Roadway Easement presently improved as a private roadway for vehicular traffic used in connection with the funeral home as shown on the site plan approved by the County of DuPage.

3. **Grant of Landscape Buffer Easement.** The Grantor hereby grants to the Grantee an easement over the Landscape Easement to provide a landscape buffer between the Roadway Easement and Parcel Two. Grantor reserves the right to terminate this Landscape Easement at any time with sixty (60) days prior written notice to Grantee. Until termination, Grantee shall have the right but not the obligation to maintain the Landscape Easement.

4. **Maintenance and Repair.** Grantee shall provide engineering drawings for paving the roadway to the following specifications subject to the approval of the DuPage County Highway Department:

- a. The roadway shall be paved beyond Parcel Two to the tree line of Fellowship Reformed Church a distance of 325.93 feet.
- b. A stop sign shall be erected at the end of the roadway.
- c. The roadway width shall be increased to 24'.
- d. A concrete apron shall be installed at Meyers Road.

Grantee shall let a construction contract for paving. Grantee shall pay for all costs of installing a roadway suitable for purpose of traffic to the funeral home. Grantor shall pay for any additional costs of increasing the strength of the pavement because of the operation of Grantor's trucks from Grantor's business. Grantor shall pay Grantee for these additional costs as determined by the engineer at the time a construction contract is let. Grantor shall be responsible for the maintenance cost of the Roadway Easement. Grantee and Grantor shall share equally in the maintenance cost of the Landscape Easement. All expenses shall be agreed upon by the parties in advance. In addition, Grantor and Grantee shall each have the right to perform additional maintenance which they desire at their own cost.

5. Notwithstanding anything else contained herein, Grantor shall have the right to terminate the Roadway Easement if such Roadway Easement is dedicated to DuPage County for roadway purposes.
6. Miscellaneous.
 - (a) This Agreement, and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The easements granted herein shall run with the land.
 - (b) The various headings used in the Agreement as headings for paragraphs or otherwise are for convenience only and shall not be used in interpreting the text of the paragraph on which they appear and shall not limit or otherwise affect the meanings thereof.
 - (c) If any provisions in this Agreement are held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Agreement to be illegal, invalid, unlawful, void, voidable or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained herein, and that the rights, obligations and interest of Grantor and Grantee under the remainder of this Agreement shall continue in full force and effect.
 - (d) This Agreement may not be modified or amended unless such modifications or amendment is in writing and signed by all parties to this Agreement.
 - (e) Upon execution of this Agreement by the parties hereto a duplicate original of this Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds, the cost and expense of which recording shall be borne by Grantor.
 - (f) Any rights of the Grantor and Grantee created herein shall be subordinate to the rights of any mortgage holder, existing or subsequent.
 - (g) Grantee agrees to defend indemnify and hold harmless Grantor from any liability arising from Grantee's use or the use by Grantee's business invitees or guests of the Roadway Easement or Landscape Easement.

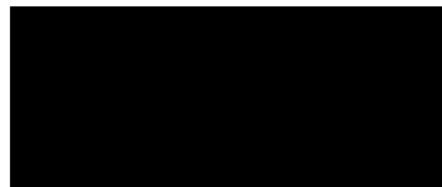
R92 039096

State of Illinois, County of DuPage ss. I a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Craig R. Acker of West Suburban Bank, and Carrie Ann Mocarski of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of February 1992 A.D. 1992

Commission expires:

12 / 5 19 95



"OFFICIAL SEAL"
Jennifer Janet Becker
Notary Public, State of Illinois
My Commission Expires 12/5/95

R92 033096

EXHIBIT A

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 40 RODS THEREOF, AND EXCEPT THE NORTH 304.0 FEET AS MEASURED ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF A LINE 376.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER THEREOF, AND EXCEPT THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER THEREOF, AND EXCEPT THAT PART LYING NORTH OF THE SOUTH 40 RODS AND LYING SOUTH OF THE NORTH 304.0 FEET AND LYING WEST OF A LINE 1091.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21), IN DUPAGE COUNTY, ILLINOIS.

PTN: 06-21-111-018

1416 South Meyers Road
Lombard, Illinois 60148

R92 039096

EXHIBIT B

THE NORTH 150 FEET OF THE SOUTH 660 FEET OF THE EAST
250 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER
OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PTN: 06-21-111-014

1500 South Meyers Road
Lombard, Illinois 60148

039096

EXHIBIT C

THE NORTH 24 FEET OF THE SOUTH 694 FEET OF THE WEST
325.93 FEET OF THE EAST 376.00 FEET OF THE WEST HALF OF
THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DUPAGE COUNTY, ILLINOIS.

PTN: 06-21-111-018

R92-039096

EXHIBIT D

LANDSCAPE EASEMENT

THE NORTH 10 FEET OF THE SOUTH 670 FEET OF THE WEST
325.93 FEET OF THE EAST 376.00 FEET OF THE WEST HALF OF
THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DUPAGE COUNTY, ILLINOIS.

PTN: 06-21-111-018