

A G E N D A

REGULAR MEETING OF THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON WEDNESDAY, AUGUST 3, 2016 AT 7:00 P.M. AT THE LITTLE THEATER AT HINSDALE SOUTH HIGH SCHOOL, 7401 CLARENDON HILLS ROAD, DARIEN, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. OMNIBUS VOTE AGENDA
 - A. Waive Reading of Minutes (APPROVE)
 - B. Minutes - Special Meeting July 20, 2016 (approve at the August 17, 2016 Special Meeting)
4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-09: (10 Midway, Willowbrook, Illinois - Tony and Lisa Wong) Petition for a variance of an exterior side yard setback for a proposed single family residential unit, including such relief, exceptions and variations from Title 9 of the Village Code necessary to allow the reduction from the required 40' setback on the property.
 - A. PUBLIC HEARING
 - B. DISCUSSION/RECOMMENDATION
5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-11: (Nancy Timko, 8516 Heather Drive, Burr Ridge, Illinois) Petition for a text amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new Special Use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.
 - A. PUBLIC HEARING
 - B. DISCUSSION/RECOMMENDATION
6. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-12: (7882-7890 Quincy, Willowbrook, Nancy Timko, 8546 Heather Drive, Burr Ridge, Illinois) Petition for a special use approval of a physical culture and health service, gymnasium, and exercise salon use in the M-1 Zoning District at 7882-7890 Quincy, in the southern 3,470 square feet (approximate) of a multi-tenant building.

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

7. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-13:
(Spinning Wheel Associates, 6262 S. Illinois Route 83,
Willowbrook, Illinois) Petition for a text amendment to add
"Video Gaming" as a new Special Use in the B-2 Zoning
District in Section 9-6B-2 of the Zoning Ordinance.

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

8. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 16-14:
(14-106 West 63rd Street, Willowbrook, Illinois, Spinning
Wheel Associates, 6262 S. Illinois Route 83, Willowbrook,
Illinois) Petition for a special use approval of a 1,300
square feet (approximate) video gaming use in the B-2
Zoning District at 14-106 West 63rd Street.

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

- 9. VISITOR'S BUSINESS
- 10. COMMUNICATIONS
- 11. ADJOURNMENT



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Tiffany Kolodziej, Administrative Intern

Case Title: 16-09: 10 Midway Drive Variance

Petitioner: 10 Midway Drive, Willowbrook, IL 60527

Action Requested by Applicant: Consideration of a petition for a variation from Title 9 of the Village Code to authorize a corner lot width from one hundred and five (105') feet to seventy-five (75') feet, a variation to reduce the minimum exterior side yard setback from forty (40') feet to twenty-two and one half (22.5') feet, and a variation to alter minimum lot width and depth reduction requirements to be greater than twenty five percent (25%).

Location: At the Northwest corner of Midway and Route 83; east of Eleanor Place

Existing Zoning: R-2 Single Residential District

Existing Land Use: Single Family Detached Residential

Property Size: 0.29 Acres

Surrounding Land Use:

	Use	Zoning
North	Single Family Residence	R-2 Single Family
South	Single Family Residence	R-2 Single Family
East	Route 83Hwy	Route 83Hwy
West	Single Family Residence	R-2 Single Family

Documents Attached:

1. Land Title Survey, dated 06/06/2016
2. Sample Elevations, dated 07/18/2016
3. Expected Construction Schedule, dated 07/18/2016
4. Comparable Properties, dated 07/18/2016
5. Applicant Response to Standards of Variation, dated 07/05/2016

Necessary Action by Plan Commission: Open Public Hearing, accept testimony, and approve a recommendation to the Village Board.

Staff's recommendation and a sample motion can be found on page 7



Site Description:

The property is located west of Route 83 and north of Midway Drive. It is bordered by R-2 Single Family detached dwellings to the north, south, and west. East of the site is Route 83 and the Willowbrook Mobile gas station. The site has a total 0.29 acres of vacant lot space with a lot width of seventy five (75') feet alongside the north end of Midway and one hundred seventy nine and a half (179.5') feet alongside the west end of Route 83.

FIGURE 1 (Site Location)



FIGURE 1 shows highlighted aerial imagery of the subject property in relation to both Midway Drive and Route 83. Note that although the two parcels directly west of the lot are depicted as empty lots, site visitation proves that the construction of single family homes are nearly complete. While not all of the parcels alongside Midway and west of Eleanor Place are shown, of the six (6) parcels in this area only 10 Midway Drive remains to be developed. This property has been vacant for over five years and as **FIGURE 2** and **FIGURE 3** show, its current state is noticeably unkempt.



FIGURE 2 (Vacant Lot 1/2)



FIGURE 3 (Vacant Lot 2/2)



Non-Conforming Lot

Based on the reported acreage provided by DuPage county ArcGIS, the total area of the subject property is about twelve thousand five hundred (12,500) square feet. According to Section 9-5B-3 (E), maximum lot coverage is thirty percent (30%) of the total acreage. Therefore, any buildable space based on these estimated figures cannot exceed three thousand seven hundred and fifty (3,750) square feet. *While Staff had requested precise figures from the applicants, only approximate numbers have been produced.*

“Property Total Area: 12, 724 sq. feet more or less

“Proposed Buildable area: 4, 438 sq. feet”, *figures provided by applicants dated 07/19/2016*

While more precise measurements for 10 Midway Drive would be ideal, the applicants’ petition before the Plan Commission do not require any at this time. Instead, the purpose of the applicants’ petition is merely to maximize the amount of buildable space on their property. Therefore, if the property measures at approximately seventy-five (75’) feet by one hundred and fifty (150’) feet, **SEE ATTACHMENT 1**, then a rough estimation of the property’s total area is about eleven thousand two hundred and fifty (11,250) square feet. Thirty percent (30%) of which would be three thousand, three hundred and seventy five (3,375) square feet. This is a rough estimation of the red outline located on the Land Title Survey.

Development Proposal

The applicants, Tony and Lisa Wong, wish to relocate to Willowbrook from their current residency in Chicago. After obtaining the rights to 10 Midway Drive, they plan to build a two-story, detached, single family home for their personal residency. While the applicants are capable of building on the subject property as is, the subject property’s current setback requirements are less than ideal for their desired floorplans. Coupled with the newer projects in the subject property’s immediate vicinity, larger homes are becoming a trend within this neighborhood.

Required Setbacks

Current setback requirements for 10 Midway Drive are as follows:

FIGURE 4 (9-5B-3 (D) BULK REGULATIONS)

YARD	SETBACK REQUIREMENT
Front	Forty (40’) feet
Interior Side	Eight and a Half (8.5’) feet
Exterior Side	Forty (40’) feet
Rear	Thirty (30’) feet



Based on these setback requirements, the applicants are limited to a floor plan no larger than ninety-five (95') feet of structure length and twenty-six and a half (26.5') feet of structure width. To build a home on this lot without any variance, the applicants are limited to a home with a building footprint of two thousand and five hundred (2,500) square feet. When factoring in eight hundred (800) square feet of garage space, livable square footage is reduced even further to one thousand and seven hundred (1,700) square feet.

Therefore, in order to maximize buildable space, the applicants and Staff propose that a variation to the exterior side yard be made.

FIGURE 5 (9-5B-3 (D) BULK REGULATIONS with VARIANCE for 10 Midway Drive)

YARD	SETBACK REQUIREMENT
Front	Forty (40') feet
Interior Side	Eight and One Half (8.5') feet
Exterior Side	Twenty-Two and a Half (22.5') feet
Rear	Thirty (30') feet

In **FIGURE 5**, the table shows that only the exterior side yard setback for 10 Midway Drive will be varied within the applicants' petition. It shows that instead of the required forty (40') foot setback, the variation would reduce the exterior side yard setback to twenty-two and a half (22.5') feet. Should this variation be accepted, the applicants would expand their buildable structure width from twenty-six and a half (26.5') feet to forty-four (44') feet. Ultimately, this variance would give the applicants a little over one thousand and six hundred (1,600) additional square footage to construct their new home. **SEE ATTACHMENT 1.**

Elevations & Construction

While not in any official format, the applicants have provided the following sample elevations to grant some insight to the intended design of their subsequent home. **SEE ATTACHMENT 2.** The applicants have discussed with staff that their proposed building materials will include cement fiber board siding, brick, or a combination of the two. The applicants have also shared with staff their expected construction schedule. **SEE ATTACHMENT 3.**

Garage Space

The last notable item of the applicants' development proposal includes a mention of their intended attached garage space. Per 9-12-4(D), the applicants are allowed a maximum area of eight hundred (800) square feet of attached garage space. The applicants plan to use this allotted space by constructing two separate garages. One will serve as their principle garage, an attached structure that will measure twenty-by-twenty two (20' x 22') feet. The second will be at the back of their home, another attached structure which will measure thirty-by-twenty (30' x 20') feet.

Summary of Variances Requested

The purpose of this public hearing is to consider a petition requesting the approval of variations for a vacant corner lot. When petitioning to reduce the exterior side yard setback for 10 Midway Drive, two additional variations must be considered by the Plan Commission. All three of the variations referred to in this staff report, therefore, are as follows:



1. Variation from section 9-5B-3(D) 3 to authorize a minimum exterior side yard of forty (40') feet to twenty-two and one half (22.5') feet.
2. Variation from section 9-5B-3(B)2 to authorize reduction of a single family detached dwelling on a corner lot width from one hundred and five (105') feet to seventy-five (75') feet.
3. Variation from section 9-14-4.4 to authorize an alteration of minimum lot width and lot depth reduction requirements to be greater than twenty five percent (25%).

Staff Analysis

Building Use Breakdown

Collaborating with the aid of the applicants, Staff has determined that the seventeen and a half (17.5') foot reduction from forty (40') feet to twenty-two and a half (22.5') feet will be an acceptable variance for the applicants' desired floor plans. Based on comparable properties in the immediate vicinity of the subject property, **SEE ATTACHMENT 4**, the size demand of more modern construction will warrant the proposed expansion to 10 Midway Drive's buildable area.

While it will benefit the Village to fill an otherwise vacant lot, there are two outlining concerns that should be discussed prior to the Plan Commission's recommendation:

1) Proximity to Route 83

According to section 9-3-7, any property abutting certain roadways within Willowbrook are subject to a setback measuring at one hundred (100') feet. While this includes Route 83, the subject property is currently non-conforming. It is important to note that the property directly south of the subject property, 9 Midway Drive, is also non-conforming. As you will see in **ATTACHMENT 4**, lot # 4 currently contains a principle structure that has an exterior side yard setback at approximately thirty (30') feet. Imagery provided in **FIGURE 7** shows the landscaping separation between 10 Midway drive and Route 83. This is nearly a mirror image when comparing 9 Midway Drive.

-Staff **suggests** that effort be made by the property owners to maintain and/or create a landscaping barrier/screen between Route 83 and the east side of 10 Midway Drive.

2) Traffic at the Intersection between Midway Drive and Route 83

Throughout the day, traffic at this intersection can be rather high in volume. While the property owners have deliberately chosen this location, the property owners are encouraged to make measures to increase safety and efficiency.

-Staff will **require** that the expected placement of the driveway, accessible by Midway Drive, be positioned as far west on the property per interior side yard easement allowance.

-Staff **highly recommends** that the property owners add a turn around to their primary driveway. This will aid accessibility to Midway Drive and an example turn around can be seen in **FIGURE 6**.



FIGURE 6 (Recommended Example Turn Around)



FIGURE 7 (Route 83 Current Landscaping)



Standards

Section 9-14-4.5 of the Willowbrook Zoning Ordinance establishes seven (7) standards that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. The applicant's responses are provide in **ATTACHMENT 5**. A list of the variance standards is provided below, along with the proposed findings to be incorporated in the Plan Commission's recommendation and the Village Board's ordinance if approved.

- (A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

Finding: The subject property is currently non-conforming. The current exterior side yard requirement only allows a maximum width of twenty-six and a half (26.5') feet for construction of a single family residence. The variance will maximize buildable width to forty-four (44') feet.

- (B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.

Finding: The proposed setback will allow for greater buildable space for the desired footprint of a detached single family home. This will align nicely with the newly constructed homes directly to the west of the subject property. Current minimum side yard requirements without the variance would otherwise limit the size and layout of the proposed single family residence.

- (C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

Finding: The applicant confirms the hardship was not created by any person presently having a proprietary interest in the premise.



- (D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Finding: The proposed variation and proposed home to be built will add value to the community. It will add an additional single family residence to the R-2 district and it will promote development on a property that has otherwise been vacant and unkempt.

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Finding: The proposed variation and the subsequent single family home will not decrease the supply of natural light and air to the adjacent properties to the north, west, south or east.

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)

Finding: The proposed variation is in keeping with the essential character of the locality by maintaining conformity to the width of the newly constructed homes within the neighborhood.

- (G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed variation allows a less than ideal property to have a home built where the applicants can live in and become residents of the Village of Willowbrook.

Staff Recommendation

Staff supports to authorize a variation to reduce the minimum exterior side yard setback from forty (40') feet to twenty-two and a half (22.5') feet, to authorize a variation to the minimum corner lot width from one hundred and five (105') feet to seventy-five (75') feet, and to authorize a variation to alter minimum lot width and depth reduction requirements to be greater than twenty-five percent (25%). The site, 10 Midway Drive, and the applicants' proposed single family home meets the intended use of the R-2 zoning district. The expected construction would be a welcomed addition to an otherwise vacant and unused lot.

Staff supports the requested variances and recommends the Plan Commission approve the following sample motion:

Based on the submitted petition and testimony provided, the variance for setback alterations at 10 Midway Drive meets the standards for a variance as outlined in this staff report dated for the August 3rd, 2016 Plan Commission meeting and as deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 16-09 subject to the following conditions:

1. **Driveway placement for the proposed single family home be placed as far west on the property per interior side yard easement allowance.**
2. **The variances granted only applies to 10 Midway Drive.**
3. **The variances shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval of the variance by the Village Board.**

ALTA/ACSM LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.

3080 OGDEN AVENUE SUITE 107
LISLE, ILLINOIS 60532
PHONE: 630-778-1757
PROF. DESIGN FORM # 184-004195
E-MAIL: info@plslite.com



SCALE: 1" = 20'
PARCEL INDEX NUMBER
08-26-305-C18

VICINITY MAP
~ NO SCALE ~

SYMBOL LEGEND

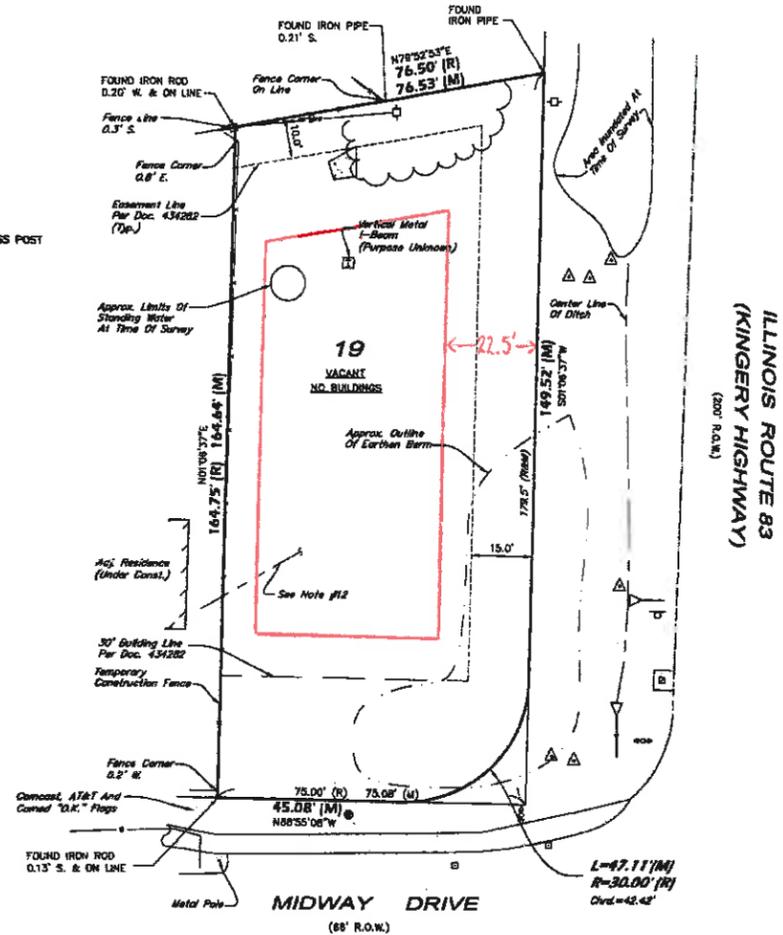
- | | |
|---|-------------------------------------|
| ○ - MANHOLE | —○— OVERHEAD WIRES |
| ○ - CATCHBASIN | —○— UNDERGROUND GAS LINE |
| □ - INLET | ▭ - CONCRETE SURFACE |
| ⊙ - WATER VALVE
(UNLESS OTHERWISE NOTED) | □ - REFLECTOR POST |
| △ - HYDRANT | △ - PETROLEUM PIPELINE WITNESS POST |
| ⊕ - VALVE & VAULT | --- - FENCE LINE |
| ⊖ - GAS VALVE | ● - NICOR GAS VERTICAL PIPE |
| ⊕--- UTILITY POLE W/GUY | ⊕--- TRAFFIC SIGNAL |
| ⊕ - POWER POLE | ⊕ - MANHOLE |
| ⊕ - STREET SIGN | — - END SECTION |

SURVEYOR'S NOTES

- THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
- BEARINGS SHOWN HEREON ARE ASSUMED.
- BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
- EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY IDENTIFIED AS NUMBER 18WNN409347WH WITH AN EFFECTIVE DATE OF MAY 2, 2016. A REVIEW OF WHICH INDICATES THAT:
 - ITEMS 1-7, A, I, K, M, N, L, J, H, B, C, D, G, O, P, Q & S ARE NOT SURVEY RELATED.
 - ITEMS E AND F PERTAIN TO A BUILDING LINE AND EASEMENT PER THE RECORDED PLAT OF SUBDIVISION AND ARE SHOWN HEREON.
- (R) = RECORD DATA
(M) = MEASURED DATA
- AREA OF SURVEY = 12,724 SQ. FT., MORE OR LESS.
- PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 17043C0808H WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004.
- ZONING INFORMATION WAS NOT PROVIDED TO SURVEYOR AND THEREFORE IS NOT SHOWN ON THE FACE OF THIS PLAT.
- NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING
- ACCORDING TO EYEWITNESS ACCOUNTS FROM NEIGHBOR TO THE WEST OF SUBJECT PROPERTY, THERE IS A 6" METAL PIPE THAT RUNS ON ANGLE THROUGH THE SUBJECT PROPERTY. THE APPROXIMATE LOCATION, BASED ON VERBAL DESCRIPTION, IS SHOWN HEREON. WITNESS AND THE VILLAGE OF WILLOWBROOK WERE UNABLE TO DETERMINE THE ORIGIN AND THE TERMINUS OF SAID 6" PIPE.
- AN ATTEMPT WAS MADE, BY A VISIT TO THE VILLAGE AND ALSO A PHONE CALL, REQUESTING UTILITY ATLAS/MAPS FOR SUBJECT PROPERTY. BOTH THE VISIT AND PHONE CALL WERE UNSUCCESSFUL IN OBTAINING ATLAS/MAP. UTILITIES PERTAINING TO SUBJECT PROPERTY ARE BY ABOVE GROUND OBSERVATION ONLY.

LEGAL DESCRIPTION

LOT 19 IN BLOCK 23 IN TRI STATE VILLAGE UNIT NUMBER THREE, BEING A SUBDIVISION OF THE EAST THREE-FOURTHS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 1942 AS DOCUMENT 434282, IN DUPAGE COUNTY, ILLINOIS.



SURVEYOR'S CERTIFICATE

CERTIFIED TO:
TONY & LISA WONG

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(c) & 11(b) OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 2, 2016.

DATED THIS 6TH DAY OF JUNE, 2016.

PLS No. 3483
MY LICENSE EXPIRES 11/30/2016



PREPARED FOR: LEONE
ADDRESS: 10 MIDWAY DRIVE, WILLOWBROOK, IL
BOOK & PG: 160/19 DATE: 06-06-16 JOB NO: 1612707
DRAWN BY: JBP CHECK BY:
REVISED:

Attachment 2: Sample Elevations
07/18/2016



Estimated Construction Schedule
10 Midway Drive, Willowbrook, IL 60527

Submittal of Variance Application to Village of Willowbrook	7/5/16
Village Staff Initial Review Comment Letter	7/12/16
Notices sent to newspaper	7/13/16
Notices Published in newspaper and sent to adjacent owners	7/15/16
Notification signs to be posted on the property	7/18/16
Applicant resubmits plans (if necessary)	7/20/16
Village Staff report published to Willowbrook website	7/29/16
Village Plan Commission (Discussion & Approval)	8/3/16
Village Board (Receive)	8/8/16
Village Board (Approval)	8/22/16
Home Plans completed by Architect	9/9/2016
Request for proposals from General Contractors	9/12/16
Proposals back from General Contractors	9/26/16
General Contractor Chosen	9/30/16
Permitting Complete	10/24/16
Construction Begins	11/2/16
Home Completion	8/30/17

Attachment 4: Comparable Properties
07/18/2016

1 7635 Eleanor Place

3 13 Midway Drive

2 12 Midway Drive

4 9 Midway Drive



July 5, 2016,

3715 S Wallace St
Chicago, IL 60609

The Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

RE: 10 Midway Drive Response to Standards for Variation

To Whom it May Concern:

We are seeking relief from the minimum exterior side yard requirements for 10 Midway Drive, Willowbrook, IL 60527.

The village code requires an exterior side yard of 40 feet. Currently the lot is non-conforming. In speaking with the previous planning engineer, we were informed that the lot is part of the Tri-State Village Unit 3 Subdivision, and most likely platted by the County before annexation to the Village of Willowbrook. The lot width of 10 Midway does not meet Willowbrook's minimum lot widths for single family detached dwellings on a corner lot, resulting in a small "buildable area" given the current exterior side yard requirements.

In researching the history of 10 Midway, we discovered that a home had been on the lot some years ago and the setback at the time of platting by the County had an exterior side yard requirement of 15 feet. Given the exterior side of 10 Midway is adjacent to Route 83, we are asking the exterior side yard requirement be changed from 40 feet to 22.5 feet to allow for building a single family detached dwelling that would be similar in size and conform with other newer constructed homes in the neighborhood.

10 Midway has been a vacant lot for many years and by allowing the variance, it can finally be developed with a home that would be a nice addition to the Village of Willowbrook.

Below please find the response to the standards for variation on the lot located at 10 Midway Drive, Willowbrook, IL 60527.

(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

The subject property is currently non-conforming. The current exterior side yard requirement only allows a maximum width of 26.5 feet for a home to be built. The variance would provide a maximum buildable width of 44 feet, allowing the construction of a single family detached dwelling that is more conforming to other newer constructed homes in the neighborhood.

(B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.

By allowing the variation, a home more in line to the rest of the homes in the neighborhood can be built. Current minimum side yard requirements would only allow a very narrow and non-conforming home to be built, causing the home to stand out in the community and create a possible eye sore.

(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

The applicant confirms the hardship was not created by any person presently having a proprietary interest in the premise.

(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

The proposed variation and subsequent home to be built will add value to the community. Currently, the lot has been vacant for more than 5 years. Granting a variation would allow the lot to be improved and create another home to be added to the neighborhood.

(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

The proposed variation and subsequent single family detached dwelling to be built will not decrease the supply of natural light and air to the adjacent properties to the North, West, South, or East as the variance will allow the dwelling footprint to be more central to the property boundaries.

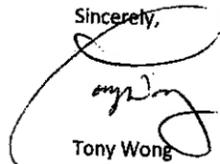
(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-0-4, 2-14-1977)

The proposed variation is in keeping with the essential character of the locality by maintaining conformity to the width of other newer constructed homes that are existing in the neighborhood.

(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-0-05, 1-27-1997)

The proposed variation allows a less than ideal lot to have a home built where my family and I can live and become productive members of this Village.

Sincerely,



Tony Wong



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: PC 16-11: Text Amendment to add "Physical culture and health service, gymnasium, and exercise salon" as a new special use in the M-1 Zoning District in Section 9-8-2 of the Zoning Ordinance.

Petitioner: Nancy Timko, 8516 Heather Drive, Burr Ridge IL 60527

Action Requested by Applicant: Consideration and recommendation of the following text amendment:
Add the following use to Section 9-8-2 of the Zoning Ordinance in the appropriate alphabetical location.

"Physical culture and health service, gymnasium, and exercise salon"

Location: Existing property zoned M-1 at the northwest corner of Joliet Road and South Quincy Avenue.

Necessary Action by Plan Commission: Make a recommendation to the Mayor and Village Board regarding approval of the proposed text amendment.

A sample motion can be found on page 2.



History & Discussion of Request

In recent years, the Village of Willowbrook has been approached by parties interested in utilizing existing building spaces or vacant land in Willowbrook's business park area for recreational/fitness uses.

Willowbrook's business park area is generally bound by Plainfield Road on the north, Illinois Route 83 on the west, Madison on the east, and I-55 on the south.

This petition is to consider a text amendment to allow "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district. As a special use in the M-1 district, the Village would have the opportunity to evaluate whether a particular health salon use in a particular location or address can be accommodated with the appropriate access and parking, and with limited interaction with heavier industrial users. Staff believes that there may be appropriate locations within Willowbrook's business park area, zoned M-1, that could accommodate the health salon use, including the subject property of case 16-12 at the northwest corner of South Quincy Avenue and Joliet Road.

An alternative option to adding "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district is rezoning of the property. While rezoning of a property is an option for a single occupant user, like the Westmont Swim Club on the west side of Quincy, between 75th and Midway Drive, it may not be an option in a multi-tenant building, where some existing uses might not be included in a downzoning from M-1 to OR. After evaluation properties and their zoning in Willowbrook's business park area, a text amendment to add the health salon use as a special use in the M1 district seems to make more sense than continually rezoning property, or potentially not being able to rezone a property because an existing use that is permitted in an M-1 district might not be allowed in a downzoned district.

This request originated from an individual wishing to open a small gym business in the area. The site at 7890 Quincy is the prime target of this text amendment, because it offers plenty of parking and with slight site modification, can be accessed by its patrons without having to share access of parking with heavier industrial trucks.

Recommendation

Staff supports the proposed text amendment. If the Plan Commission concurs, the following sample recommendation is offered for consideration.

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented on Page 1 of the Staff Report for PC Case Number 16-11 to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 Zoning District.



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: PC 16-12: InspirFit, LLC, 7890 South Quincy Street

Petitioner: Nancy Timko, 8516 Heather Drive, Burr Ridge IL 60527

Action Requested by Applicant: Special Use approval for an exercise salon use for a M-1 zoning district property (subject to a Text Amendment pursuant to PC 16-11)

Location: Existing property zoned M-1 at the northwest corner of Joliet Road and South Quincy Avenue.

Existing Zoning: M-1 Light Manufacturing District

Existing Land Use: Multi-tenant office/warehouse building

Property Size: 0.77 acres

Surrounding Land Use:

	Use	Zoning
North	Recreation Training Facility/ Office & Distribution	M-1
South	Joliet Road	Joliet Road
East	South Quincy Street	South Quincy Street
West	Office/Warehouse	M-1

Documents Attached:

1. Standards for Special Use Permit, no date (2 Sheets)
2. Plat of Survey, no date (1 Sheet)
3. Parking Lot Striping Plan, dated 07/19/16 (1 Sheet)
4. Building Square Footage Breakdown, no date (1 Sheet)

Necessary Action by Plan Commission: Open Public Hearing, accept testimony, and approve a recommendation to the Village Board.

A sample motion can be found on page 5.



Site Description

The property is located at the northwest corner of Joliet Road and South Quincy Street, and is bordered by Diamond Edge Academy & US Messenger in the building to the north, ShadowTech Labs, Inc. to the west, Joliet Road to the south, and South Quincy Street to the east. The site is a total 0.77 acres, has a lot depth of 219 feet, and has approximately 118 feet of frontage along Joliet Road and 228 feet of frontage along South Quincy Street.

The property contains an existing 12,436 square foot multi-tenant building, owned by Chicago Title and currently leases to office and warehouse related business. The proposed use will occupy approximately 3,500 square feet in roughly the south third of the existing building. Other tenants in the building include Scrollex Corporation, Indtech, Plastic Advanced Recycling Corporation, WPTF, U.S China Trading Corporation, and Life Rising Corporation and make up the remaining 8,900 square feet (approximate) of the building.

The main entrances to each unit of the building is located off of South Quincy Avenue. A parking lot containing fifteen (15) parking spaces is located just southeast of the building with access onto both Joliet Road and South Quincy Street. Truck loading access is available from Joliet Road to three (3) loading bays on the west side of the building. A fourth and smaller loading area is located on the north side of the building and is only accessible from South Quincy Street.

Exhibit 1 Aerial of Subject Property



Exhibit 2 View from South Quincy Street



Exhibit 3 View from Joliet Road





Development Proposal

Nancy Timko, the applicant, is proposing to use tenant spaces in the existing multi-tenant office warehouse building for her business, InspirFit, LLC. InspirFit is a fitness service provider inspiring the health and wellness of a community of clients looking to achieve a greater level of wellbeing through a mixture of methods. Their staff of two (2) would provide small class offerings of four (4) to six (6) clients, who aim for the instruction and focus of a personal training session, at the cost of a group setting. The business would be run with membership fees for specific classes offered, not a large box open gym concept.

For equipment purposes, the business requires a small warehouse space with high ceilings. The business will not be shipping or receiving items, and therefore will not be using any trucks. The business does not require electrical, water, garbage or sewer needs beyond a small business office.

Staff Analysis

Use

The property at 7890 South Quincy is zoned M-1. A health salon is not currently a listed permitted or special use in the M-1 zoning district, so this request includes a separate text amendment, which is the subject of PC 16-11, to add "Physical culture and health service, gymnasium, and exercise salon" as a special use in the M-1 district. This separate case is also being considered at the same Plan Commission meeting on August 3, 2016. If the text amendment is recommended for approval, the Plan Commission can make a positive or negative recommendation on the special use based on its merits. If the text amendment associated with this case is not approved, the Plan Commission should make a recommendation to deny this case since the use is currently not listed as a special use.

Parking Breakdown

There are currently fifteen (15) parking spaces provided on the site, which includes one accessible parking space for the handicapped. Below is a breakdown of parking requirements for the petition and the site as a whole.

InspirFit Parking:

The applicant will have two (2) employees and small class offerings for four (4) to six (6) clients at a time. Staff has applied the parking standards for "Health salons, swimming pools, skating rinks and other indoor recreational facilities." The applicant's use will therefore require three (3) of the existing fifteen (15) spaces. Please see **Table 1** for detail.

Site Parking

The other businesses are a combination of warehouse and manufacturing uses. There is a total of 8,967 square feet of combined warehouse and manufacturing in the existing building (not including InspirFit's space). To calculate parking, Staff has split the square footage between manufacturing and warehouse, to get a total of ten (10) required parking spaces for the other businesses in the building. Therefore, the total required parking spaces for the existing building, including the InspirFit use, is thirteen (13) spaces, which the existing fifteen (15) space lot adequately provides. Please see **Table 1** for detail.



Table 1 Parking Breakdown

Business	Use	Square Footage/Employees	Code Requirement	Required
InspirFit	Health Salon	6 clients, 2 employees	1 parking space for each 3 persons, based upon the maximum number of persons that can be accommodated at the same time in accordance with design capacity, plus 1 parking space for each 2 employees.	3 spaces
Manufacturing Space	Manufacturing	+/- 4,483 sf	1 parking space for each 1.5 employees as related to the working period when the maximum number of persons are employed on the premises, or 1 for each 800 square feet of floor area, whichever is greater	4 spaces
Warehouse Space	Warehouse	+/- 4,483 sf	4 parking spaces plus 1 parking space for each 1,500 square feet of floor area over 4,500 square feet, or 1 parking space for each 1.5 employees as related to the working period when the maximum number of persons are employed on the premises, whichever is greater	6 spaces
			TOTAL	10 spaces

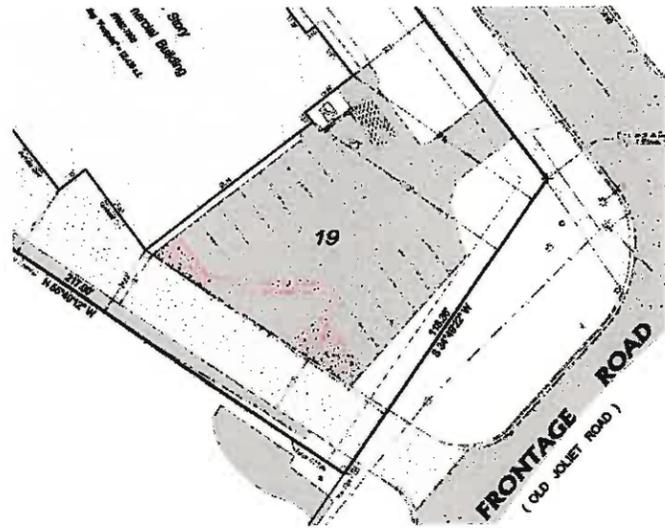
Required Site Improvements

As part of every special use, the Village evaluates sites to determine what, if any, site improvements are required to comply with the current ordinance. Generally, these improvements are “measured” to be reasonable given the extent of work required to accommodate the new use. Given that no parking lot expansion is required to serve the site, no upgrades to add curbs or improvement of the parking surface is recommended. Staff also finds that the existing landscaping is adequate for the site.

At the request of Staff, the applicant is proposing to add cross hatching striping to the incomplete parking spaces at the west end of the parking lot to indicate no parking in this area. Staff has requested the striping, illustrated in *Attachment (3), Parking Lot Striping Plan*, and in **Exhibit 4**, in order to encourage separation of truck traffic entering the property from South Quincy Street and cars parking on the site. The site is located in the M-1 district, so while the special uses may should be accommodated, it is important to ensure that the primary intended use of the M-1 zoning district or manufacturing does not conflict with this new use.



Exhibit 4 Parking Lot Striping Plan



Standards for Special Use Permit

Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in *Attachment (1)*.

Recommendation

Staff supports the repurposing of this building for a health salon use. The site meets the size and parking requirements for the proposed use and the striping plan will create increased separation of automobile parking and truck traffic on the site, which is especially important when allowing atypical uses in a manufacturing district. The proposed use also complements other existing and proposed recreational/fitness businesses in Willowbrook's business park area, such as Diamond Edge Academy baseball training facility, Westmont Swim Club, and the proposed Compass event center and soccer arena that are also utilizing vacant industrial building space and/or land for recreational/fitness uses.

If the Plan Commission wishes to support the project, staff recommends the following sample motion:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-12 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an exercise salon use in the space at 7890 South Quincy subject to the following conditions:

1. Improvements shown in the Striping Plan, dated 7/19/16, must be completed prior to occupancy.
2. A permit must to be issued with the Tri-State Fire District prior to occupancy.



Attachment 1

Special Use Standards and Findings for PC 16-11 InspirFit Special Use

- (A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: The business will not be detrimental to the community in any way. The entire mission of the business is to better the health and wellness of our community.

- (B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Finding: The special use of the property will not have an impact on the surrounding properties. The small business will be compatible to neighboring sports businesses and increase visibility to neighboring restaurant establishments. There will be no truck traffic to impact surrounding roads and minimal car traffic due to low class size.

- (C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Finding: The special use will not impede the development of surrounding properties.

- (D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Finding: Adequate utilities, roads and drainage are in place within the established facility and grounds. The business has no plans for construction on the grounds. Minimal utilities are required to run a fitness facility.

- (E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Finding: The property has two access points. This is a corner property with a drive off of Quincy and a drive from Joliet Road. There will be no truck traffic used in this establishment, which is concurrent to the other established tenant in the building who does also not use any trucks for their business. The few cars to be associated with the business can enter from either access point.

- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Finding: This application is establishing a request for a fitness establishment in a M-1 zoned property. All other regulations stated in the village code are met.



- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).

Finding: Not applicable - first time applicant.

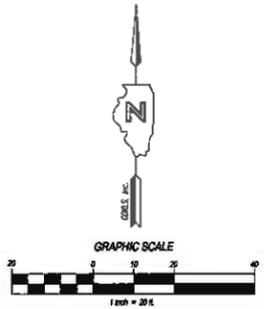
PLAT OF SURVEY

- of -
 LOT 19 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT R75-3328A IN DUPAGE COUNTY, ILLINOIS.

Commonly Known as: 7862-7880 S. Quincy Street, Willowbrook, IL 60527
 Described Property Contains 33,444 s.f.
 P.L.N. 08-38-002-011-0000

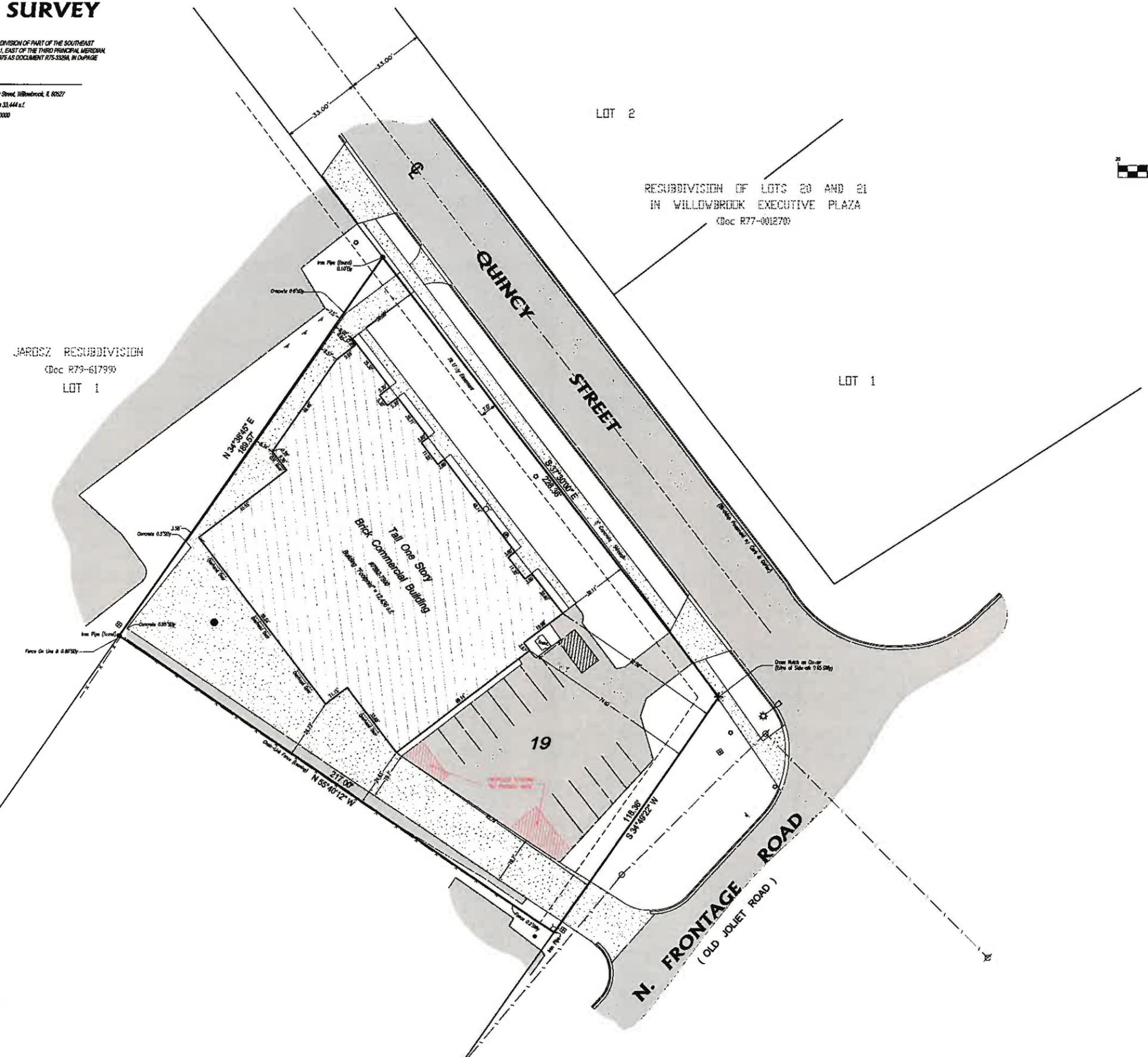
LEGEND

- CATCH BASIN
 - GAS METER
 - ⊙ LIGHT POLE
 - ⊕ OVERHEAD MAST LIGHT
 - △ HANDICAP PARKING STALL
 - ⊞ UTILITY PEDESTAL
 - ⊛ WATER VALVE
 - ⊠ BOLLARD
 - ⊡ WOOD UTILITY POLE
 - ⊣ FIRE HYDRANT
 - ⊤ WEST SHORE PIPELINE MARKER
 - ⊥ POLE SIGN
 - ⊦ OVERHEAD WIRES
 - ⊧ CHAIN-LINK FENCE LINE
-
- ▭ BITUMINOUS SURFACE
 - ▨ CONCRETE SURFACE
 - ▩ EXISTING BUILDING



JAROSZ RESUBDIVISION
 (Dec R79-61799)
 LOT 1

RESUBDIVISION OF LOTS 20 AND 21
 IN WILLOWBROOK EXECUTIVE PLAZA
 (Dec R77-001270)



State of Illinois }
 County of Will } S.S.
 THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY THAT I, SEAN T. KRUSCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE HAD SURVEYED UNDER MY SUPERVISION THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A REPRESENTATION OF SAID SURVEY.
 Given under my hand and seal at Pichfield, Illinois, this 8th day of June A.D. 2018.
SK
 Sean T. Krusch
 Illinois Professional Land Surveyor No. 25-3082
 My License Expires November 30, 2018.
 * Refer to deed or guarantee policy for building line restrictions and easements not shown on plat of survey.
 * Complete description and notes before building and report any apparent differences to the architect or contractor.
 * This survey and plat of survey are void without our embossed surveyor seal shown herein.
 * No dimensions are to be assumed by scaling.

Abbreviations

- (D) = Dead Dimension
- (M) = Measured Dimension
- (R) = Record Dimension
- A = Arc Distance
- Chd.B. = Chord Bearing
- Chd.L. = Chord Length
- Conc. = Concrete
- E = East
- G/F = Garage Floor
- O.H. = Overhang
- N = North
- R. = Radius
- S = South
- S.F. = Square Feet
- T/F = Top of Foundation
- TC = Top of Curb
- W = West

KRISCH LAND SURVEYING LLC
 P.O. Box 620, Plainfield, IL 62454-0620
 PHONE (630) 874-5980 / FAX (630) 872-8884
 www.krishlandsurveying.com
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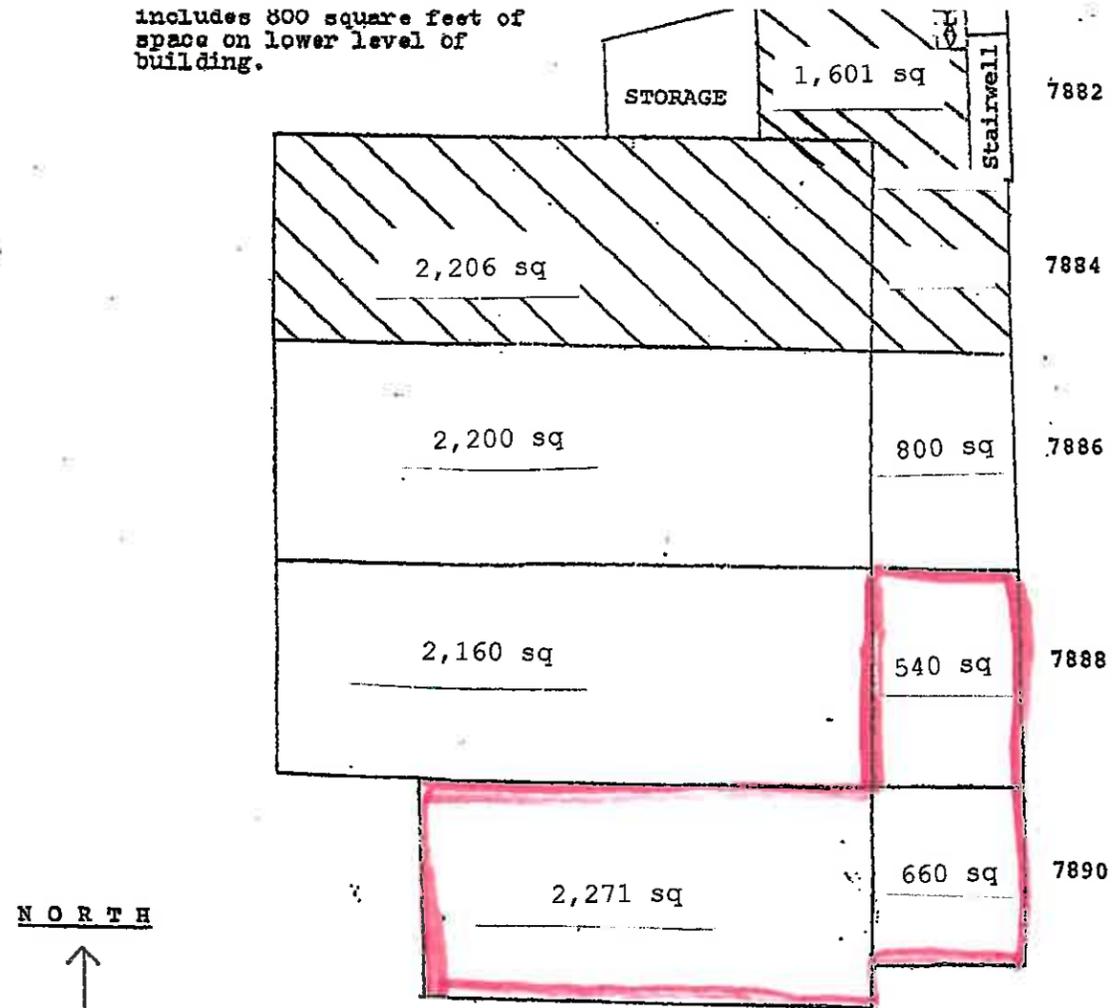
No.	Date	Revision Description
1)	07.18.18	ADD 2nd "NO PARKING AREA" STK
1)	07.18.18	ADD NO PARKING AREA STK

PREPARED FOR:
InspirFit, LLC
 7860 S. QUINCY STREET
 WILLOWBROOK, IL 60527

PROJECT:
PLAT OF SURVEY
 7862-7880 S. QUINCY STREET
 WILLOWBROOK, IL 60527

PROJECT	18-051
CAD NAME	18-051.dwg
SCALE	1" = 20'
SHEET	1 OF 1
DRAWN BY	SK

includes 800 square feet of space on lower level of building.



N O R T H

NOTE: Drawing is not to scale.



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: PC 16-13: Text Amendment to add "Video Gaming" as a new special use in the B-2 Zoning District in Section 9-6B-2 of the Zoning Ordinance.

Petitioner: Spinning Wheel Associates, 6262 South Illinois Route 83, Willowbrook, Illinois 60527

Action Requested by Applicant: Consideration and recommendation of the following text amendment:

Add the following use to Section 9-6B-2 of the Zoning Ordinance in the appropriate alphabetical location.

"Video Gaming"

Location: Existing property zoned B-2 on the north side of 63rd Street off of Americana Drive (commonly known as Willowbrook Square).

Documents Attached: 1. Illinois Gaming Board Revenue Reports, 6/23/16 (3 Sheets)

Necessary Action by Plan Commission: Make either a positive recommendation or negative recommendation to the Mayor and Village Board for the proposed text amendment.

A sample motion can be found on page 2.



History & Discussion of Request

Video Gaming is currently allowed at establishments that have a liquor licenses, but these establishment's primary use is a restaurant or bar, not video gaming. The original intent the ordinance about video gambling was for existing establishments such as bars, taverns and restaurants who wanted to have video gambling to remain competitive with businesses in surrounding communities that already allowed video gaming.

The proposed text amendment would allow video gaming to be standalone establishment in the Village. Local and State gaming licenses would still need to be obtained, but video gaming would be the primary use of the business as opposed to a restaurant or bar.

This request originated from Spinning Wheel Associates (in concert with Blackhawk Restaurant Group) to open a video gaming establishment at Willowbrook Square, PC Case 16-14.

Revenue

The Illinois Gaming Board provides revenue reports for all video gaming establishments in the State. Staff has pulled the video gaming reports for nearby video gaming establishments (either standalone or part of a bar or restaurant) for the Villages of Darien, Westmont, and Willowbrook. The reports *Attachment (1) Illinois Gaming Board Revenue Reports* outline revenue income for a specific establishment and the tax revenue distribution to the state and to the local municipality (based on a 30% tax rate) for January through May of 2016. According to the reports, standalone video gaming facilities earn larger incomes (and therefore tax revenue) than video gaming establishments that are a secondary use to a bar or restaurant.

Darien and Westmont, which both allow standalone video gaming establishments per their zoning ordinance, collected approximately \$58,000 and \$104,000 respectively in January through May of this year. The Village of Willowbrook, which only allows video gaming as a secondary use to bars and restaurants has collected a tax revenue of approximately \$14,000 for January through May of this year. It is important to note, that these numbers are based on the wagering activity and the number of video gaming establishments, however, it can generally be inferred that the addition of standalone video gaming facilities are generating more tax revenue for a nearby municipalities.

Recommendation

If the Plan Commission wishes to **support** the proposed text amendment, staff recommends the following sample motion:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented on Page 1 of the Staff Report for PC Case Number 16-13 to add "Video Gaming" as a special use in the B-2 Zoning District.

If the Plan Commission wishes to **deny** the proposed text amendment, staff recommends the following sample motion:

Based on the submitted petition and testimony presented, I move that Plan Commission forward a negative recommendation to the Village Board for the text amendment presented on Page 1 of the Staff Report for PC Case Number 16-13 to add "Video Gaming" as a special use in the B-2 Zoning District.

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT

6/23/2016
12:44 pm

Darien

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (90%)	State Share	Municipality Share
Darien	ACTION BILLIARDS, INC.	130701767	5	\$2,011,554.20	\$1,853,855.31	\$157,698.89	\$625,330.00	\$467,631.11	\$157,698.89	\$47,309.63	\$39,424.87	\$7,884.98
Darien	CHUCK'S SOUTHERN COMFORTS CAFE AND BANQUETS, INC.	130703640	5	\$2,103,328.34	\$1,937,514.49	\$165,813.85	\$626,104.00	\$460,290.15	\$165,813.85	\$49,744.35	\$41,453.63	\$8,290.72
Darien	Dry Dock Inn Inc.	130703002	5	\$877,906.21	\$806,020.29	\$71,885.92	\$265,550.00	\$183,664.08	\$71,885.92	\$21,566.07	\$17,971.73	\$3,594.34
Darien	Home Run Inn Pizza Corporation	150702423	3	\$134,328.28	\$120,121.85	\$14,206.43	\$46,138.00	\$31,931.37	\$14,206.43	\$4,262.12	\$3,651.78	\$710.34
Darien	Illinois Cafe & Service Company, LLC	130705981	5	\$4,919,478.62	\$4,573,990.66	\$345,487.96	\$1,365,198.00	\$1,019,710.04	\$345,487.96	\$103,646.80	\$86,372.18	\$17,274.42
Darien	La Notte Due, LLC	130701862	3	\$38,255.61	\$36,528.02	\$1,727.59	\$13,642.00	\$11,914.41	\$1,727.59	\$518.33	\$431.84	\$86.39
Darien	Masala's Pizza, Inc.	130706322	5	\$1,236,776.96	\$1,162,565.49	\$86,211.47	\$362,036.00	\$276,823.33	\$86,211.47	\$25,963.73	\$21,563.13	\$4,310.60
Darien	Stella's - Marketplace at Darien, LLC	140700180	5	\$3,993,634.81	\$3,670,976.82	\$322,657.99	\$1,128,519.00	\$806,961.21	\$322,657.99	\$96,787.58	\$80,664.65	\$16,132.93
REPORT TOTAL:				\$16,317,262.83	\$14,161,872.73	\$2,155,390.10	\$4,422,516.00	\$3,256,826.70	\$2,155,390.10	\$548,708.61	\$291,423.81	\$56,284.70

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT

6/23/2016
12:47 pm

Westmont

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income		VGT Tax Distribution			
				Amount Placed	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Westmont	BISHOP'S CHILI OF WESTMONT, INC.	130703101	3	\$299,600.98	\$277,210.66	\$22,390.32	\$91,371.00	\$68,980.88	\$22,390.32	\$6,717.12	\$6,597.81	\$1,119.51
Westmont	Blackhawk Restaurant Group LLC Series JCWestmont	130704289	5	\$4,482,299.34	\$4,114,988.62	\$347,600.72	\$1,212,353.00	\$864,752.28	\$347,600.72	\$104,280.48	\$86,900.40	\$17,380.08
Westmont	Charles Plumb	12072832	3	\$509,435.64	\$463,251.61	\$46,184.03	\$177,932.00	\$131,747.97	\$46,184.03	\$13,855.37	\$11,546.14	\$2,309.23
Westmont	D. J.'S SPORTS BAR, INC.	130700291	5	\$2,216,188.48	\$2,076,907.68	\$139,280.80	\$866,486.00	\$429,185.15	\$139,280.80	\$41,784.49	\$34,820.40	\$6,964.09
Westmont	Illinois Café & Service Company, LLC	130704616	5	\$4,585,428.33	\$4,266,797.17	\$318,662.16	\$1,185,651.00	\$866,377.99	\$318,673.01	\$95,602.21	\$79,668.52	\$15,933.69
Westmont	Las Palmas of Westmont, Inc.	130703250	4	\$747,172.16	\$679,754.75	\$67,417.41	\$209,616.00	\$142,188.59	\$67,417.41	\$20,225.34	\$16,854.45	\$3,370.89
Westmont	Laura Bizauro, LLC - Series 1 - Cass Avenue	150701306	5	\$3,494,106.47	\$3,250,248.07	\$243,858.40	\$918,495.00	\$674,635.84	\$243,858.16	\$73,157.83	\$60,964.86	\$12,192.97
Westmont	Laura Bizauro, LLC - Series 2 - Fairview Avenue	150701307	5	\$3,332,598.07	\$3,101,028.79	\$231,569.28	\$875,729.00	\$644,189.72	\$231,569.28	\$69,468.06	\$57,880.05	\$11,578.01
Westmont	Papa Passero's, Inc.	130704086	5	\$2,430,646.41	\$2,241,925.04	\$188,721.37	\$760,197.00	\$571,475.63	\$188,721.37	\$56,616.60	\$47,190.51	\$9,426.09
Westmont	Stella's - St. James Crossing, LLC	140702363	5	\$2,061,468.84	\$1,919,193.09	\$142,273.75	\$645,033.00	\$502,759.25	\$142,273.75	\$42,882.31	\$35,568.59	\$7,313.72
Westmont	WESTMONT UFTOWN, INC.	130700238	5	\$2,192,686.06	\$2,029,159.97	\$163,426.09	\$689,416.00	\$525,989.91	\$163,426.09	\$49,027.97	\$40,659.65	\$8,368.32
Westmont	Wish Enterprises, Inc.	130702485	5	\$1,960,204.79	\$1,774,750.16	\$175,454.63	\$602,923.00	\$427,468.37	\$175,454.63	\$52,656.77	\$43,863.99	\$8,772.78
REPORT TOTAL:				\$28,381,794.87	\$26,194,895.61	\$2,086,898.96	\$7,937,192.00	\$5,860,341.38	\$2,086,898.96	\$626,064.63	\$521,712.17	\$104,342.36

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

6/23/2016
12:42 pm

Willowbrook

January 2016 - May 2016

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State \$MFG	Municipality Share
Willowbrook	ARABIAN KNIGHTS FARMS AND TRAINING CENTER, INCORPORATED	130705664	2	\$31,663.14	\$29,191.34	\$2,491.80	\$7,722.00	\$5,230.20	\$2,491.80	\$747.60	\$623.01	\$124.59
Willowbrook	ARCADIAN PARTNERS, INC.	130705883	5	\$500,894.41	\$556,947.22	\$43,947.19	\$213,694.00	\$169,746.78	\$43,947.22	\$13,184.46	\$10,987.07	\$2,197.39
Willowbrook	Delico Corporation	130704399	5	\$86,520.20	\$25,092.81	\$60,427.39	\$210,180.00	\$149,752.61	\$60,427.39	\$18,128.49	\$15,107.08	\$3,021.41
Willowbrook	Madisons Pub And Grill, Inc.	150702074	5	\$863,793.82	\$864,449.40	\$69,344.42	\$280,373.00	\$191,028.58	\$69,344.42	\$26,803.59	\$22,388.33	\$4,467.26
Willowbrook	STATS SPORTS BAR, L.L.C.	140701038	2	\$449,598.17	\$411,277.72	\$38,321.45	\$141,956.00	\$103,634.55	\$38,321.45	\$11,496.57	\$9,580.47	\$1,916.10
Willowbrook	Vien-Gill, Ltd.	130704493	5	\$698,211.45	\$646,637.28	\$49,574.17	\$198,672.00	\$150,097.83	\$49,574.17	\$14,872.56	\$12,383.82	\$2,478.74
REPORT TOTAL:				\$3,420,792.19	\$3,136,596.77	\$284,196.42	\$1,053,597.00	\$789,490.56	\$284,196.46	\$85,233.27	\$71,027.78	\$14,205.49
				8 Establishments								



Village of Willowbrook
Staff Report to the Plan Commission

Public Hearing Date: August 3, 2016

Prepared By: Anna Franco, Planning Consultant

Case Title: PC 16-14: Video Gaming 14-106 West 63rd Street

Petitioner: Spinning Wheel Associates, 6262 South Illinois Route 83, Willowbrook, Illinois 60527

Action Requested by Applicant: Special Use approval for a video gaming use for a B-2 zoning district property (subject to a Text Amendment pursuant to PC 16-13)

Location: Existing property zoned B-2 on the north side of 63rd Street off of Americana Drive (commonly known as Willowbrook Square).

Existing Zoning: B-2 Community Shopping District

Existing Land Use: Commercial

Property Size: 3.20 acres

Surrounding Land Use:

	Use	Zoning
North	Knolls Lake	B-2
South	63 rd Street	63 rd Street
East	Community Bank of Willowbrook	B-2
West	Stanhope Square Multi-Family	R-5

Documents Attached:

1. Standards for Special Use Permit, no date (1 Sheet)
2. Example Signage, 6/9/16 (4 Sheets)
3. Company Overview, no date (13 Sheets)
4. Tenant Lease, 3/7/16 (21 Sheets)

Necessary Action by Plan Commission: Make either a positive recommendation or negative recommendation to the Mayor and Village Board for the proposed text amendment.

A sample motion can be found on page 6.



Site Description

The property is 3.20 acres and is located on the north side of 63rd Street off of Americana Drive in the shopping area commonly known as Willowbrook Square. It is bordered by Knolls Lake to the north, the Community Bank of Willowbrook office building to the east, 63rd Street to the south, and the Stanhope multi-family complex to the west.

The property contains two (2) existing multi-tenant commercial buildings, and currently leases to commercial and office uses. The east building includes eight (8) tenant spaces, and the west building includes fifteen (15) tenant spaces.

Exhibit 1 Aerial of Subject Property



Exhibit 2 View of Shopping Center from 63rd Street





Development Proposal

Proposal

The applicant, is proposing to use tenant space in the west existing multi-tenant commercial building at Willowbrook Square for a video gaming establishment. Video gaming terminals are electronic game machines that, upon insertion of cash, are available to play a video game including, but not limited to, video poker, slots, and blackjack utilizing a video display. Video gaming terminals were approved for bars and restaurants by the Illinois legislature per the 2009 Video Gaming Act.

The Video Gaming establishment, proposed to be named "Betty's," would be a neighborhood gaming cafe and gathering place for adults. The layout and atmosphere is very different from a casino scheme of loud music, dark lights, and ringing bells. The business would instead have a lounge like atmosphere where customers can select from a menu of light dishes and both alcoholic and no alcoholic drinks while they play.

Customer Profile

According to the applicant, their business attracts a majority female clientele, about 67% of their customers; and about 80% of the customers are over 40 years of age. Please see an overview below.

- 67%-33% Female to Male
- 79.4% of our customers are over 40 years of age
- 56.67% are married or partnered

About the Applicant

The company, Blackhawk Restaurant Group, has over eight (80) years' experience of operating restaurants in five (5) states, including Illinois, Idaho, California, Texas, Oregon, and Washington. They currently have sixty-two (62) video gaming units operating in Illinois. Blackhawk Restaurant Group is the largest tax generator of local and state retail video gaming tax at 340% of the state unit average

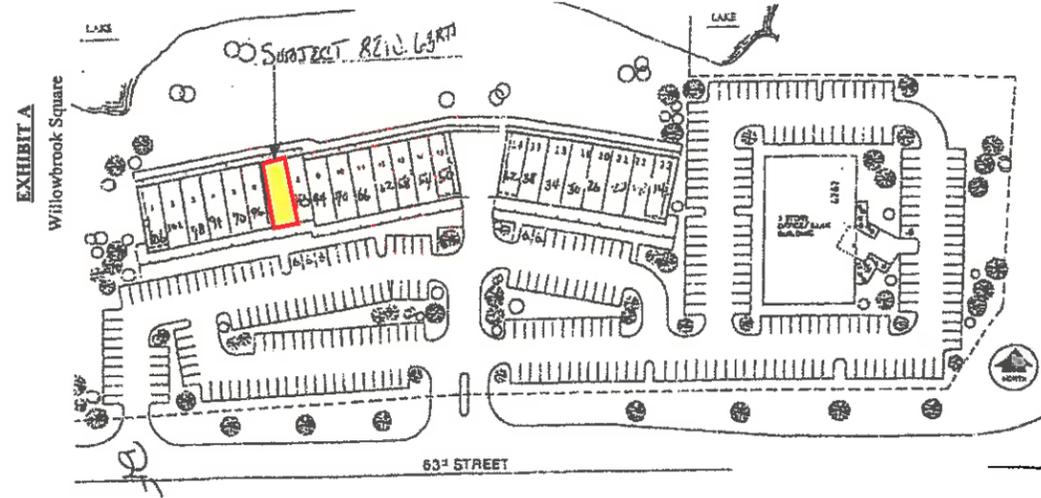
Staff Analysis

Use

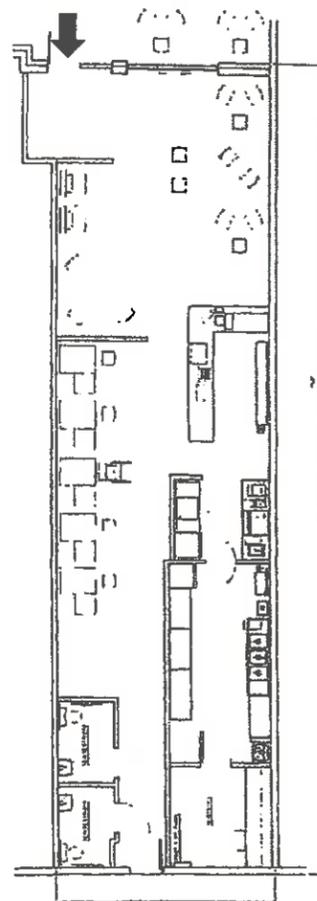
Video gaming is not currently a listed permitted or special use in the B-2 zoning district, so this request includes a separate text amendment, which is the subject of PC 16-13, to add "Video Gaming" as a special use in the B-2 zoning district. This separate case is also being considered at the same Plan Commission meeting on August 3, 2016. If the text amendment is recommended for approval, the Plan Commission can make a positive or negative recommendation on the special use based on its merits. If the text amendment associated with this case is not approved, the Plan Commission should make a recommendation to deny this case since the use is currently not listed as a special use.



Exhibit 3 Unit Plan



Front of Establishment



Site Plan

The proposed use would occupy a tenant space in the middle of the existing west commercial building at Willowbrook Square. Please see Exhibit 3, above,

Layout

The video gaming establishment will be laid out so that the video gaming machines are located in the back of the store, so that the gaming area is discrete and private. Lounge chairs and tables will be placed at the front of the store, along with a bar and café area. The gaming and lounge/café common area will be separated by stylish screening. According to the applicant, there will be at least eight (8) cameras in the unit.

Interior Design

The interior design of the establishment would be upscale with a modern, warm, welcoming design. There would be a combination of seating options including leather chairs and sofas, and hi-top and regular table seating. The business usually spends about \$125,000-\$200,000 for the build out of each of their stores. Please see Exhibit 4 for pictures of their Morton Grove establishment.

Food & Beverage

Food will always be available during hours of operations. Their food options would include sandwiches, soups, and other small plates, and would serve coffee, soft drinks, juice, and teas for beverages. The applicant is requesting a liquor license for the establishment to serve beer and wine as well. According to the applicant, there is a three (3) drink maximum for the safety of their guests and employees.



Exhibit 4 Interior Design for Morton Grove Location



Signage

Exhibit 5, shows the signage that would be installed on the building for the applicant's tenant space. The sign would be 105" long and 40.6" tall.



Site Improvements

As part of every special use, the Village evaluates sites to determine what, if any, site improvements are required to comply with the current ordinance. Generally, these improvements are "measured" to be reasonable given the extent of work required to accommodate the new use. Given that no parking lot expansion is required to serve the site, no upgrades to add curbs or improvement of the parking surface or striping is recommended. Staff also finds that the existing landscaping is adequate for the site.



Licensing

If the applicant's petition is recommended by the Plan Commission and approved by the Village Board, the applicant would need to apply for the following licenses

1. Applicant applies for a Village liquor license.
2. Applicant applies for a State liquor license.
3. Applicant applies for a State Video Gaming license.
4. Applicant applies for a local Video Gaming license.

Standards for Special Use Permit

Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in *Attachment (1)*.

Motion

If the Plan Commission determines via PC Case 16-13 that video gaming is an allowable special use in the Village Zoning Ordinance, Staff supports the proposed video gaming facility. The proposed establishment has a sophisticated design and thoughtful layout, and obvious efforts are made to dissociate the business from a casino like setting.

If the Plan Commission wishes to **support** the project, staff recommends the following sample motion:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use outlined in Attachment 1 of the staff report prepared for PC 16-14 for the August 3, 2016 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a video gaming use in the space at 14-106 West 63rd Street subject to the following conditions:

1. **The applicant must obtain the required liquor and gaming licenses prior to occupancy.**

If the Plan Commission wishes to **deny** the project, staff recommends the following sample motion:

Based on the submitted petition and testimony provided, I move that the Plan Commission forward a negative recommendation to the Village Board for the special use petition for a video gaming use in the space at 14-106 West 63rd Street.



Attachment 1

Special Use Standards and Findings for PC 16-14 Video Gaming Special Use

- (A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: The proposed use will enhance both the current use of the property and aid in its value appreciation in the future. The Village of Willowbrook currently allows both the sale of liquor and video gaming so precedent has been established with the Village currently.

- (B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Finding: The proposed use should enhance the property use in the immediate area based on two main items; first, a financially secure tenant filling a currently vacant space; and second, increased occupancy and customer attraction will provide additional customers to both adjacent businesses and surrounding land owners.

- (C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Finding: The proposed use should in fact increase the development of adjacent and surrounding development due to the attraction of new customers visiting a new business concept that currently does not exist in the immediate area or Willowbrook.

- (D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Finding: All current infrastructure can and will support the proposed use.

- (E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Finding: E. Ingress and egress to the site will not be affected as the proposed use has a similar traffic profile to the existing tenant profile and mix.

- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is isolated, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Finding: The proposed use will conform to all applicable regulations of this location.

- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).

Finding: Not applicable.



**CHANNEL LETTERS
FRONT LIT**



704 E. Rollins Rd.
Round Lake, IL 60073

Scale: _____

Job #: _____

Designer: fnp Date: 06/09/2016

r1: 00/00/00

r2: 00/00/00

r3: 00/00/00

r4: 00/00/00

3-betty's 704 E Rollins Rd Round Lake 60073 2016.a

Design Status:

Approved Approved as noted

Revise & resubmit

DATE: _____

SIGN: _____

Permit Status:

MUNICIPALITY: _____

Applied DATE: _____

Revise & resubmit DATE: _____

Approved DATE: _____

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

207 S. Gail Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0505

info@signs3.com signs3.com

PROJECT COLORS:

- Blue(PMS 293)
- Brushed Aluminum
- Raceway: A1683-Painter's White

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FACES: translucent blue vinyl applied to white lexan
- CANS: .063" aluminum painted blue
- TRIMCAP: blue Jewel-lite trimcap
- MOUNTING: raceway mount
- RACEWAY: yes/ painted to match fascia
- DIMENSIONS: 40.6"x105"
- TOTAL SQUARE FEET: 29.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

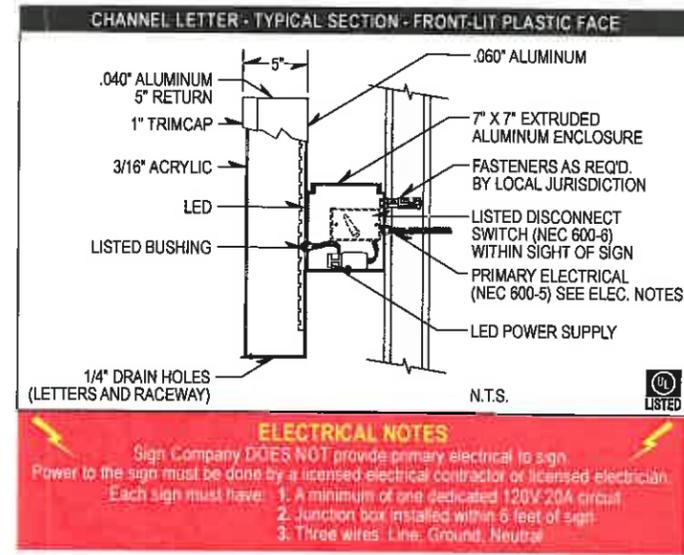
EXISTING:



PROPOSED:



EXAMPLES:



The rendering depicts the approximate size and color. Final product may vary.
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**DETAIL
DRAWING**



**CHANNEL LETTERS
FRONT LIT**

Betty's

704 E. Rollins Rd.
Round Lake, IL 60073

Scale: _____
 Job #: _____
 Designer: fnp Date: 06/09/2016
 r1: 00/00/00
 r2: 00/00/00
 r3: 00/00/00
 r4: 00/00/00

Betty's 704 E Rollins Rd. Round Lake, IL 60073

Design Status:
 Approved Approved as noted
 Revise & resubmit

DATE: _____
 SIGN: _____

Permit Status:
 MUNICIPALITY: _____
 Applied DATE: _____
 Revise & resubmit DATE: _____
 Approved DATE: _____

SIGNS3, Inc.
 FULL SERVICE SIGN COMPANY

 207 S. Gail Court
 Prospect Hts., IL 60070
 Ph/Fx: 847.222.0505
 info@signs3.com signs3.com

PROJECT COLORS:

- Blue(PMS 293)
- Brushed Aluminum
- Raceway: A1683-Painter's White

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FACES: translucent blue vinyl applied to white lexan
- CANS: .063" aluminum painted blue
- TRIMCAP: blue Jewel-lite trimcap
- MOUNTING: raceway mount
- RACEWAY: yes/ painted to match fascia
- DIMENSIONS: 40.6"x105"
- TOTAL SQUARE FEET: 29.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

**RENDERING
DRAWING**

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**CHANNEL LETTERS
FRONT LIT**



704 E Rollins Rd.
Round Lake, IL 60073

Scale: _____

Job #: _____

Designer: fnp Date: 06/09/2016

r1: 00/00/00

r2: 00/00/00

r3: 00/00/00

r4: 00/00/00

Betty's 704 E Rollins Rd Round Lake 06092016.w

Design Status:

Approved Approved as noted

Revise & resubmit

DATE: _____

SIGN: _____

Permit Status:

MUNICIPALITY: _____

Applied DATE: _____

Revise & resubmit DATE: _____

Approved DATE: _____

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY

 207 S. Gail Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0505

info@signs3.com signs3.com

PROJECT COLORS:

- Blue(PMS 299)
- Brushed Aluminum
- Raceway: A1824-Camel Tan

PROJECT NOTES:

- QUANTITY: (1) sets of channel letters
- ILLUMINATION: LED
- FACES: translucent blue vinyl applied to white lexan
- CANS: .063" aluminum painted blue
- TRIMCAP: blue jewel-lite trimcap
- MOUNTING: raceway mount
- RACEWAY: yes/ painted to match fascia
- DIMENSIONS: 40.6"x105"
- TOTAL SQUARE FEET: 29.6 SF
- PRIMARY ELECTRICAL REQUIREMENT: Connect to existing power supply
- UL LISTED: yes

**SITE PLAN
DRAWING**

*The rendering depicts the approximate size and color. Final product may vary.
This is an original unsubmitted drawing submitted in connection with a request we are planning for you. This is not to be copied, reproduced, exhibited or shown to anyone outside of your organization without the written permission of Signs Signs Signs, Inc. artwork is exclusive property of Signs Signs Signs, Inc.



PYLON SIGN

Betty's
704 E. Rollins Rd.
Round Lake, IL 60073

Scale: _____
Job #: _____
Designer: fnp Date: 06/09/2016
r1: 00/00/00
r2: 00/00/00
r3: 00/00/00
r4: 00/00/00
Betty's 704 E Rollins Rd, Round Lake 06092316.al

Design Status:
 Approved Approved as noted
 Revise & resubmit
 DATE: _____
 SIGN: _____

Permit Status:
 MUNICIPALITY: _____
 Applied DATE: _____
 Revise & resubmit DATE: _____
 Approved DATE: _____

SIGNS3, Inc.
FULL SERVICE SIGN COMPANY
 207 S. Gail Court
Prospect Hts., IL 60070
Ph/Fx: 847.222.0505
info@signs3.com signs3.com

PROJECT COLORS:

- Blue(PMS 293)
- gray
- White

PROJECT NOTES:

-QUANTITY: (2) pylon inserts
 -INSERT: white lexan
 -GRAPHICS: applied 1st surface vinyl
 -DIMENSIONS: 22.75"x56.5"

SITE PLAN DRAWING

*The rendering depicts the approximate size and color. Final product may vary.
 This is an original unaltered drawing submitted in connection with a project we are planning for you. This is not to be copied, reprinted, exhibited or shown to anyone outside of your organization without the written permission of Signs 3, Inc. artwork is work in progress property of Signs 3, Inc.



Blackhawk Restaurant Group

A Brief Overview:

Proven Quality
Successful Operators
Impeccable Record

Blackhawk
RESTAURANT GROUP, LLC

Blackhawk Restaurant Group

- Principals have 80+ years experience in operating restaurants in 5 states

Illinois

California

Idaho

Oregon

Texas

Washington

- 62 units currently operating in Illinois
 - Financially secure
 - Landlord friendly
 - Single largest tax generator in this space
 - Average 340% more in tax revenue vs. state average

Blackhawk
RESTAURANT GROUP, LLC

Locations and Landlords

- Near all of the major supermarkets
 - Caputo's
 - Jewel
 - Mariano's
 - Schnucks
 - Tony's Fine Foods
- REIT's, Corporate and Individual Investors
 - Inland Real Estate
 - Regency

Narrative Concept

- Causal upscale eatery
 - Modern, warm, welcoming design
 - Traditional and soft seating options
- Bistro style menu
- Entertainment option
- Locations
 - Focus on high traffic centers
 - Convenience to our customers
 - Strategic sites based on local markets

Customized Design

- \$125,000-\$200,000 build out per store
- Gaming and common area are separated
- Gaming area is discrete and private
- Custom carpet
- Chicago history motif-art work
- Combination of seating options
 - Leather chairs and sofas
 - Hi-top and regular table seating
- State of the art video surveillance
 - 8+ camera in each unit

Design



Photos of our
Morton Grove
location

Blackhawk
RESTAURANT GROUP, LLC

Design-Discrete and Tasteful



Blackhawk
RESTAURANT GROUP, LLC

Corporate Food and Beverage Policies

- Food **ALWAYS** available during hours of operations
- All store employees are “Serve Safe” certified as a food handler
- Illinois Department of Public Health, food service sanitation manager certification on premise
- All employees are **BASSET Certified**
- Three (3) drink maximum
 - Safety of our guests and employees

Blackhawk
RESTAURANT GROUP, LLC

Food and Beverage

- Gourmet coffee drinks, soft drinks, juices and tea
- Menu is light eclectic fare
 - Kickin' Crab & Sweet Corn Chowder
 - Chicken Club Sandwich
 - Philly Cheesesteak on a Pretzel Roll
 - Veggie Flat Bread, vegetarian option
 - Salted Caramel Brownie with Pretzel Crust
- Beer and Wine

Blackhawk
RESTAURANT GROUP, LLC

Miscellaneous Facts

Blackhawk Restaurant Group:

- is largest tax generator of local and state retail video gaming tax at 340% of the state unit average
- has been criminal background checked by 50+ local governments, without incident or question
- has been vetted by over 60+ property owners for financial strength and stability

Blackhawk
RESTAURANT GROUP, LLC



Thank You

Questions?

Mike Thiessen

630-656-5757

miket@blackhawkrestaurantgroup.com

Blackhawk
RESTAURANT GROUP, LLC

RETAIL LEASE

This lease, made as of this 7th day of March, 2016, between Willowbrook Square Management Co. Inc., an Illinois corporation, (hereinafter known as "Landlord") and Blackhawk Restaurant Group LLC Series WBSWillowbrook, d/b/a Betty's Bistro (hereinafter known as "Tenant").

WITNESSETH:

ARTICLE 1. DEMISED PREMISES AND TERMS: LANDLORD'S RESERVATIONS.

Landlord does hereby demise and lease to Tenant for use only by Tenant, the premises shown on Exhibit A, hereto attached and made a part hereof, known as Space #7, consisting of 1,300 square feet, and further known as 82 West 63rd Street, Willowbrook, Illinois (hereinafter referred to as "PREMISES"):

Part of Willowbrook Square Center a 30,000 sq. ft. shopping center at the Northwest Corner of 63rd Street and Route 83, in Willowbrook, DuPage County, Illinois 60527 (hereinafter referred to as "SHOPPING CENTER")

Landlord specifically excepts and reserves to itself the use of the roof, the exterior portions of the premises, other than the storefront, and such areas within the premises required for installation of utility lines and other installations required to serve other tenants of the Center and (to maintain and repair) specifically excepts and reserves to itself, unless otherwise specifically provided, all rights to the land and improvements below the floor level of the premises, to the air rights above the premises and to the land and improvements located on and within the common area.

TO HAVE AND TO HOLD the premises unto Tenant for and during the term of this lease commencing on March 1st 2016 and ending on February 28th 2021

IN CONSIDERATIONS THEREOF, the parties hereto mutually agree and covenant as follows:

ARTICLE 2. RENT (FOR THE TERM: SEE ARTICLE 39 HEREAFTER)

The Tenant shall pay as base rent to WSMC, as Agent, or to such other person or at such other place as Landlord may direct in writing, the sum (SEE ATTACHED SCHEDULE Art 39) in equal monthly installments in advance, on or before the first day of each month of the term, except that the Tenant shall pay the first such monthly installment on the first day when Tenant opens for business. The rent for the premises is due on or before the first day of each month during the term of this Lease.

Rent received after the seventh day of any month will incur an additional late fee of \$100.00 and in addition, shall accrue interest at the rate of 1-1/2% per month, from the date first due until payment is received.

ARTICLE 2A. SECURITY DEPOSIT.

Upon the execution hereof, tenant shall deposit with Landlord, or its designee, the sum of (\$9,000.00) to secure their performance hereunder, said deposit shall not bear interest and may be commingled with other funds of Landlord. If a default by Tenant shall occur, Landlord may use said deposit to cure such default, the full fund shall be on deposit with Landlord. If at the termination of this Lease Tenant shall have complied with all of its obligations hereunder, said fund or any portion not so applied by Landlord shall be returned to Tenant.

ARTICLE 3. Tenant's work; Lease Year.

All interior work shall be completed by Tenant at Tenant's expense and shall be referred to as "Tenant's Work".

Tenant agrees to submit to Landlord before starting construction, plans and specifications covering Tenant's Work in such detail as Landlord may require and agrees not to commence work on any of the aforesaid Tenant's work until Landlord has approved such plans and specifications in writing.

ARTICLE 3A. RENT VACATION.

Landlord agrees to notify Tenant in advance of the time when Tenant can commence the Tenant's Work. Tenant agrees to commence such work forthwith and diligently carry it to completion. Tenant shall be allowed a rent vacation for a period that will not be later than August 1, 2016 for completion of Tenant's Work ("Abatement

Period"). Rent to start on the earlier of August 1, 2016 or when Tenant opens for business, whichever shall come first?

Tenant shall provide valid issued Certificates of Occupancy from all applicable governmental authorities, when available.

The term "Lease Year" or "Year of Lease" as used herein shall mean twelve (12) months commencing on January 1 and ending on December 31 during the term hereof. If the term of the Lease begins on a date other than January 1, and/or if the lease term shall end on a day other than December 31, the first year and/or the last year, as the case may be, shall be partial lease years.

For any partial lease year all annual charges due under this Lease shall be prorated on the basis of the ratio of the number of days in such a partial lease year to 365. If rent begins on a day other than the first day of a month, the rent, common use area charge and any other monthly charges shall be prorated on the basis of the ratio of the number of days remaining in the month from the date on which rent begins to the number days in the month.

ARTICLE 4. USE.

The premises shall be occupied and used only for the purpose of restaurant and video gaming and for no other purposes whatever.

Without limiting the generality of the foregoing, Tenant shall not use said premises, not permit same to be used for the manufacture, sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the statutes of the United States, the State of Illinois or any municipal or other governmental authority having jurisdiction.

Tenant agrees to keep open the premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service, during such hours and on such days and evenings of the week as may be determined by the Landlord but in any event, not less than forty-four (44) hours per week.

Tenant agrees to conduct Tenant's business at all times in a first-class, high-grade manner consistent with reputable business standards and practices in good faith and in such manner that the high reputation of the Center is maintained. Tenant agrees that storage and office space in the premises shall only be used in conjunction with the premises. Tenant also agrees to conduct Tenant's business under a trade name satisfactory to and approved in writing by Landlord and shall not change the character of the business operated in the premises without prior written approval of Landlord.

ARTICLE 5. TENANT'S ADVERTISING.

Tenant agrees to cause the store located in the premises to be included in Tenant's advertising program, if any, so that said store will receive at least equivalent treatment with respect to advertising and publicity as is afforded other stores now owned, operated or hereafter acquired by Tenant and to cause mention of the address, trade name and location of said store in such advertising and publicity as often as reasonably possible.

ARTICLE 6. TAXES AND INSURANCE.

In addition, to the other amount set forth in this Lease, Tenant will also pay to Landlord a pro rata share of the total real estate tax which is levied on all Landlord's land and buildings in the Center, including the common use areas, assessed with respect to any calendar year, all or part of which falls within the term of this Lease based on the ratio of the total number of square feet of Tenant's premises to the total number of square feet of rentable floor space of all of Landlord's buildings in the Center. Tenant's premises consist of 1,300 square feet and Landlord's rentable floor space in the buildings of the Center consists of 30,000 square feet. Should the state in which the Center is located, or any other political subdivision thereof, or other governmental authority having jurisdiction over the Center, specifically impose a tax, assessment, charge or fee or specifically increase a then existing tax, assessment, charge or fee, which Landlord shall be required to pay, either by way of substitution for said real estate taxes or assess against such land and buildings, or in addition thereto, or impose an income or franchise tax or tax on rents in substitution of a general tax levied against such land or such buildings, such taxes, assessments, charges or fees shall be deemed to constitute a real estate tax hereunder to the extent said taxes are in substitution therefore or in addition thereto. Tenant's pro rata share of all such real property taxes and assessments, as herein above defined,

during the term hereof shall be paid in advance of the due date in monthly installments on or before the first day of each calendar month during the Lease term, in an amount estimated by the Landlord; provided, that in the event Landlord is required under any mortgage covering part or all of Landlord's land and buildings in the Center to escrow real estate taxes, Landlord may, but shall not be obligated to use the amount required to be so escrowed as the basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease term, Landlord shall furnish Tenant with a written statement of the actual amount of tenant's prorated share of the taxes and assessments for such year. If the total amount paid by Tenant under this Article for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against payments hereunder next due. All amounts due hereunder shall be payable in the manner and at such place as the rent payments provided for in Article 2 hereof. Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and tenant's obligations under this Article shall survive the expiration of the term of this Lease.

Tenant will also pay to Landlord a prorated share of the total cost of Landlord's fire and extended coverage insurance, with all endorsements, on Landlord's buildings in the Center, including maintenance and utility buildings, charged by Landlord's insurance company or companies with respect to any calendar year, all or part of which falls within a lease year or partial lease year, based on the ratio of the total number of square feet of Tenant's premises to the total number of square feet of rentable floor area space of all of Landlord's buildings in the Center. In the event all of any installment of any special assessments or assessments shall become due and payable in regard to the Center by Landlord during any calendar year in which part or all of any lease year falls, Tenant shall pay its pro rata share of such assessment based on the ratio of the total square feet of floor space of Tenant's premises to the total square feet of rentable floor area in Landlord's buildings in that Center (or previous calculation). Upon receipt of the bill or bills covering such insurance and special assessments, Landlord shall notify Tenant and Tenant shall pay the same amount with the next installment of rent falling due at least ten (10) days after Landlord's notice

For any partial lease year, Tenant shall be obligated to pay only a pro rata share of said taxes, insurance and special assessment installments as hereinabove determined based on the number of days of such lease year falling within the year in question.

Whenever it becomes necessary to determine the total square feet of rentable floor space in Landlord's building under the terms of this Lease, same shall be determined as of the first day of January for the year in question, and shall be that space rented or held out for rent by Landlord, whether or not same is occupied, and shall be measured from the outside of exterior walls or the center of any common walls, as the case may be. The total space is agreed to be 30,000 sq. ft.

Landlord and Tenant hereby waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

Notwithstanding anything to the contrary, the amounts specified in this Article 6 shall be included in Tenant's base rent for the initial term of the lease. Landlord and Tenant intent for this to be a gross lease during the initial term.

ARTICLE 7. SUBORDINATION.

This Lease at all times shall be subordinate to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon the premises, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed or trust deeds as shall be desired by Landlord, or any mortgagees or proposed mortgagees or trustees under trust deeds, upon condition that Tenant shall have the right to remain in possession of the premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed or trust deeds, or after foreclosure thereof, so long as Tenant is not in default under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee elects to have this Lease and the interest of Tenant hereunder superior to any

such interest or right evidences such election by notice given to Tenant, then this Lease and the interest of Tenant hereunder shall be deemed superior to any such mortgage or trust deed whether this Lease was executed before or after such mortgage or trust deed and in that event such mortgagee or trustee shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage or trust deed and had been assigned to such mortgagee or trustee.

Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord's agent as its attorney in fact and in its name, place and stead so to do.

ARTICLE 8. ADDITIONAL CONSTRUCTION.

Landlord reserves the right as to the Center, at any time, to do, or permit to be done, any or all of the following: add buildings or structures, change the number or location of buildings and structures; change building dimension; change the identity and type of stores and tenancies and the dimensions thereof; change the name of the Center in which the premises are located; change the address or designation of the premises or the building in which the premises are located; provide underground and multiple level parking decks, and expand the size of the Center by acquiring or making available additional land; provided, however, that no such changes shall materially alter the size of the premises or deny reasonable ingress to and egress from the premises.

ARTICLE 9. CONDITION OF PREMISES.

Tenant's taking of possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition, see Exhibit E attached hereto. Tenant agrees that no representations respecting the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by the Landlord or its agent to Tenant unless the same are specifically set forth in this Lease or in any exhibit attached to this Lease.

Tenant shall at its sole cost and expense and without any cost to Landlord make any and all additions, improvements, alterations and repairs to or on the premises which may at any time during the term of this Lease be required by any lawful authorities, except for those required for the structural repair and maintenance of the roof, foundation or exterior walls, other than the storefront. Any such improvements by Tenant shall be subject to Landlord's approval and Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs.

ARTICLE 10. REPAIR AND MAINTENANCE OF PREMISES.

Except as provided in Article 18 hereof, Tenant shall, at Tenant's expense, at all times keep the premises and appurtenances thereto, including sewer lines to the point of connection to common mains and including utility lines to the point of connection with meters and switches therefore, in good order, condition and repair, clean, sanitary and safe, including the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality) and shall, in a manner satisfactory to Landlord, decorate and paint the premises when necessary to maintain at all times a clean and sightly appearance.

During the term of this Lease, Tenant agrees to employ the licensed contractor approved by Landlord to perform Tenant's obligations for maintenance of the heating, cooling and ventilating units on the demised premises and the contractor approved by Landlord to perform Tenant's obligations for maintenance of all fire protection systems within the demised premises including the sprinkler system. Such maintenance shall include at least semi-annual inspections and cleaning of the units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Landlord or Landlord's underwriter. The suitable contractor to be approved by Landlord shall be one who is reliable and capable of performing the Tenant's obligations hereunder at a competitive cost to Tenant. Nothing contained in this Article shall be deemed to be a guarantee by the Landlord or its agents or employees of the performance or responsibility for any contractor approved by Landlord as herein provided, and Tenant hereby waives all claims for damages to persons or property sustained by Tenant or any person claiming through Tenant resulting from or in any way concerned with Tenant's employment of a contractor pursuant to the provisions of this Article.

Notwithstanding anything to the contrary, so long as Tenant has maintained the appropriate service

contracts, as provided in this article, Landlord shall be responsible for the replacement of the HVAC servicing the premises at the end of its useful life. Tenant shall at all times remain liable for the maintenance requirements.

ARTICLE 11. ALTERATIONS.

Tenant shall not attach any fixtures or articles to any portion of the premises nor shall Tenant make any alterations, additions, improvements, changes or perform other work whatever in and to the premises without in each instance obtaining the prior written approval of the Landlord. Any alterations, additions, improvements, charges or other work necessary or required to maintain the premises in a suitable condition for Tenant's business purposes under the provisions of this Lease shall be made by Tenant at Tenant's sole cost and expense.

ARTICLE 12. TRADE FIXTURES.

Tenant agrees, at tenant's expense, to install all trade fixtures and such fixtures shall remain the property of the Tenant, but shall not be installed without the prior written approval of Landlord. It is further agreed that all the trade fixtures belonging to Tenant, which are, or may be, put into the premises, during the term hereof, whether exempt or not from sale under execution and attachment under the laws of the State of Illinois, shall at all times be subject to a first lien in favor of Landlord, for all rent, additional rent or other sums which may become due to Landlord from Tenant under this lease.

ARTICLE 13. LIENS.

Tenant agrees to promptly pay for any work done or material furnished on behalf of Tenant in or about the premises and will not permit or suffer any lien to attach to the premises and shall promptly cause any such lien or claim therefore to be released; provided, however, that in the event Tenant contests any such claim, Tenant agrees to indemnify and secure Landlord to Landlord's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the premises.

ARTICLE 14. LAWS, ORDINANCES AND GENERAL CONDITIONS.

Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety, operation, signing, and use thereof. Tenant also agrees to comply with the recommendations of any insurance company inspection bureau or similar agency with respect to the premises.

Tenant agrees not to: (a) permit any unlawful practice to be carried on or committed on the premises; (b) make any use or allow the premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep or use or permit to be kept or used on said premises any inflammable fluids or explosives without in each instance obtaining the prior written approval of the Landlord; (d) use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the premises or the Center; (e) deface or injure the building or premises; (f) overload the floors; or (g) commit or suffer any waste. Tenant agrees to pay to Landlord as additional rent any increase over standard insurance premiums in the cost of the insurance on the building or premises by Tenant, but such payment shall not constitute a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

Tenant agrees not to install any electrical equipment that overloads lines servicing the premises. In connection with the installation or use of any electrical equipment Tenant shall at Tenant's own expense make from time to time whatever changes are necessary to comply with the requirements of the Village of Willowbrook or insurance inspectors designated by Landlord. Tenant agrees not to use any electrical equipment that contains a heating element unless same is used in connection with a red pilot light connected and operated in compliance with the underwriters' specifications.

ARTICLE 15. OWNERSHIP.

If Tenant is a corporation or partnership and if the control thereof changes at any time during the term of this Lease then Landlord at its option may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article 25 hereof. Partnership control shall be deemed to have changed if one-third or more of the partners have changed at any time during the term of this Lease. Corporate control shall be deemed to have changed if ownership of 51% or more of the issued and outstanding shares of stock shall have changed at any time during the term of the Lease.

If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days prior notice to Tenant or his legal representative.

ARTICLE 16. UTILITIES.

Tenant shall pay for all utilities and services used in the leased premises, including without limitation air-conditioning, heat, gas, water and electricity (which said services are hereinafter in this Article 16 referred to as "services"), it being understood that Landlord shall be under no obligation to furnish said service to Tenant, and no discontinuance or interruption in the furnishing of any of said services shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from the performance of its obligations under this Lease. Should Landlord supply any of said services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by Landlord with proper regulatory authority.

ARTICLE 17. COMMON USE AREA.

Landlord hereby grants to Tenant the right to use, subject to the conditions hereinafter stated, the parking areas, walkways and roadways in the Center for parking and movement of automobiles and persons. The conditions of Tenant's use of such common areas are as follows:

The common areas shall be used by Tenant, its agents, employees, customers and invitees, in common with other owners, occupants and tenants from time to time in the Center;

Tenant's right to use the common areas shall terminate upon the termination of this Lease by lapse of time or otherwise;

Tenant shall make no use of the common areas which shall interfere in any way with the use of the common areas by others;

Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in the common areas, to change the location or character of and to make alterations of or additions to the common areas and to repair and reconstruct the common areas;

Use of all parking areas or other common areas shall be subject to the rules and regulations from time to time approved by Landlord, including the right of Landlord to institute a parking system by validation, or otherwise, for such use.

The common use areas shall consist of the following facilities, if any, in the Center: parking areas in tiers and/or at grade, sidewalks, and canopies, streets, passenger vehicle roadways, truck roadways, loading platforms, public and common washrooms, and any other facilities available for common use, all as they may from time to time exist at the commencement of the term hereof and by addition and substitution by Landlord thereafter, and as shall be available to all the tenants and occupants of space in the Center and their employees, agents, customers, licensees and invitees.

Landlord may at any time close any common areas to effect construction, repairs, alterations, additions or changes thereto with the Center, or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. The manner in which areas and facilities shall be maintained and operated and the expenditures thereof shall be at the sole discretion of the Landlord.

Tenant agrees to pay to Landlord as additional rent hereunder a minimum monthly common area use charge of (see schedule per month for each month of the term, which charge may be increase from time to time in the event such charge is insufficient to cover Tenant's pro rata share of Landlord's cost (including appropriate reserves) for operating, administering, maintaining, repairing, replacing or improving all installations (including gardens and landscaping) and facilities within the common use areas or constituting a part thereof. Without limitation of the generality of the foregoing, Landlord's cost shall include the following: lighting, cleaning, water and sewer, snow and ice removal, painting, draining, insuring, taxes other than real estate taxes, other expense related to the common use areas, and other expenses related to the common use areas, and an amount equal to five percent (5%) of the total of all the foregoing costs and expenses to cover Landlord's administrative costs. Tenant's pro rata share of Landlord's costs as used in this paragraph shall be based on the ratio of the total square feet of floor space of Tenant's premises to the total square feet of rentable floor space of all of Landlord's buildings in the Center. Tenant's pro rata share of Landlord's cost is determined. Tenant's share of Landlord's cost may be based

upon Landlord's estimate as stated above subject to adjustments in future billings to Tenant. If the total amount paid by Tenant under this Article for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year as shown on statement of expenses, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; failure to do so within ten (10) days of demand in writing shall constitute a breach of this agreement. If the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against payments hereunder next due. Any increase monthly payment determined to be necessary shall become effective thirty (30) days after written notice from Landlord of its determination under the provisions hereof.

Neither Landlord, nor any company, firm or individual operating, maintaining, managing or supervising the common area services, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries losses, expenses, claims or cause of action, because of any interruption for discontinuance at any time for any reason in the furnishing of any said common area services; nor shall any interruption or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the premises or any part thereof, nor shall any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

Notwithstanding anything to the contrary, the amounts specified in this Article 17 shall be included in Tenant's base rent for the initial term of the lease. Landlord and Tenant intent for this to be a gross lease during the initial term.

ARTICLE 18. DAMAGE TO PREMISES (FIRE AND CASUALTY).

If the Premises shall be so damaged by fire casualty or other cause or happening, so as to render the Premises unfit for Tenant's proposed use, then this Lease shall terminate at the option of either party and any unearned rent paid in advance and the security deposit shall be refunded within thirty (30) days. If neither party so elects, or if the Demised Premises shall be partially destroyed by fire, casualty or other cause or happening, but not rendered untenable, then the Demised Premises shall be promptly restored by Landlord and a just proportion of the rent specified shall abate from the date of such fire, casualty or other cause or happening, until the leased Premises shall have been restored, this restoration must be substantially accomplished within ninety (90) days after partial destruction, provided that should said Premises not be restored to their former condition within one hundred twenty (120) days from the date of said partial destruction, then Tenant, at its option, may cancel and terminate this Lease in its entirety and shall be entitled to a refund of unearned rent paid in advance; and provided further, that if the fire, casualty or other cause or happening occurs during the final six months of the Lease term, Landlord shall not be required to restore the Premises to their former condition.

ARTICLE 19. INSURANCE.

Tenant agrees to maintain during the term hereof or extension thereof the following insurance coverage with respect to the premises in companies satisfactory to the Landlord; (i) public liability and property damage in the minimum amount of Five Hundred Thousand and No/100 - Dollars (\$500,000.00) for injury to or death of any one person; One Million and No/100 Dollars (\$1,000,000.00) for the injury to or death of more than one person arising out of any one accident or occurrence; One Hundred Thousand and No/100 - Dollars (\$100,000.00) for damage to property, all such insurance to include Landlord, its beneficiaries and their employees and agents as insured parties; (ii) fire, extended coverage, vandalism and malicious mischief on contents, inventory, and business property endorsed to cover improvements and betterments in any amount no less than the full replacement value thereof; and (iii) plate glass insurance acceptable to Landlord in an amount equal to full replacement value. Tenant shall provide Landlord with copies of policies or certificates evidencing that the aforesaid insurance is in full force and effect.

Tenant agrees to deliver or cause to be delivered to Landlord at least ten (10) days prior to the commencement of Tenant's Work under Article 3 hereof or the commencement of any work under Article 11 hereof a policy or certificate of insurance in a company satisfactory to Landlord providing coverages details in Exhibit C attached hereto.

All policies and certificates shall provide that the Landlord shall be given a minimum of ten days' written notice by any such insurance company prior to the cancellation, termination or change of such coverage. All insurance herein required shall be deemed to be additional obligations of the Tenant and not a discharge of or a limitation to Tenant's indemnification of Landlord, its beneficiaries and their employees and agents under Article 23

hereof.

ARTICLE 20. CONDEMNATION.

If the premises or any part thereof shall be taken under eminent domain proceedings, the Landlord may at Landlord's option terminate this Lease as of the date when possession is taken. The Tenant shall have no claim against the Landlord by reason of such taking or termination and shall not have any claim or right to any prior of the amount that may be awarded or paid to Landlord as a result of any such taking. In any event, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 21. ASSIGNMENT AND SUBLETTING.

Tenant shall not, without the prior written consent of Landlord, (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the premise or any part thereof; or (iv) permit the use of the premises by any parties other than Tenant, its agents and employees. Tenant shall by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after date of Tenant's notice), to assign this Lease or to sublet any part or all of the premises for the balance or any part of the term. Tenant's notice shall include all of the terms of the proposed assignment or sublease and shall state the consideration therefore. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice.

Landlord will not unreasonably withhold its consent or Tenant's assignment of the Lease or subletting such space to the party identified in Tenant's notice, provided, however, that in the event Landlord consents to any such assignment or subletting, and as a condition thereto, Tenant shall pay to Landlord ninety per cent (90%) of all profit derived by Tenant from such assignment or subletting. For purposes of the foregoing, profit shall be deemed to include, but shall not be limited to, the amount of all rent payable by such assignee or sub lessee in excess of the Base rent, additional rent and rent adjustments, payable by Tenant under this Lease. If part of the consideration for such assignment or subletting shall be payable other than in cash, the payment to Landlord of its share of such non-cash consideration shall be in such form as is satisfactory to Landlord.

Tenant shall and hereby agrees that it will furnish to Landlord upon request from Landlord a complete statement, certified by an independent certified public accountant, settling forth in detail the computation of all profit derived and to be derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principles. Tenant agrees that Landlord or its authorized representatives shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The percentage of Tenant's profit due Landlord hereunder shall be paid to Landlord within two days of receipt by tenant of all payments made from time to time by such assignee or sub lessee to Tenant.

Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this lease, and Tenant shall continue fully liable thereunder. The subtenant or subtenants or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provision and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, and executed copy of each such sublease or assignment and an agreement of compliance by each subtenant or assignee.

Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provision of this Article shall be of no effect and void.

ARTICLE 22. ACCESS TO PREMISES.

Tenant agrees that Landlord, its agent, employees or servants or any person authorized by Landlord may enter the premises to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the premises, the building or the Center of which the premises is a part as Landlord may elect to make, and to exhibit the same to prospective purchasers of the building of which the premises are contained, or to

prospective tenants, and to place in and upon said premises at such places as may be determined by landlord "for rent" signs or notices during the last ninety (90) days of the term hereof and Tenant undertakes and agrees that neither Tenant nor any person within Tenant's control will interfere with such signs or notices. Such entry, inspection and repairs, additions, improvements, changes or alterations as Landlord may make of the premises or of the building of which the premises are a part shall not constitute eviction of Tenant in whole or in part and the rent reserved shall in no way abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the premises at any time and for any reason when entry therein shall be necessary or permissible under this Lease, Landlord or its agents or employees may enter same by passkey.

ARTICLE 23. WAIVER OF CLAIMS AND INDEMNITY.

Except for negligence of Landlord and its agents and employees, Tenant waives all claims against Landlord and its agents and employees for injury to persons or damage to property sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the premises or building of which they shall be a part, including, but not limited to, such claims for damages resulting from: (a) any equipment or appurtenances becoming out of repair; (b) the premises or the building being out of repair; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty; (d) any defect in or failure to plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water, steam pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other place upon or near such building or premises or otherwise; (j) the falling of any fixture, plaster or stucco; and (k) any act, omission, or negligence of co-tenants or of other persons or occupants of said building or of adjoining or contiguous building or of owners of adjacent or contiguous property.

Tenant agrees to indemnify, defend and hold harmless Landlord and its agents and employees, from and against all claims, liabilities, losses, damages and expenses for injury to or death of any person or loss of or damage to property in or upon said premises and including the person and property of Tenant, its employees, agents, invites, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the premises, shall be at the risk of Tenant. The foregoing indemnity shall be in addition to the Tenant's obligation to supply the insurance as required by Article 19 and not in discharge of or substitution for the same.

If any damage to the premise or other property of Landlord results from any act or neglect of Tenant, its agents or employees, Landlord may at its option repair such damage, and Tenant shall promptly on demand reimburse Landlord for the cost thereof.

ARTICLE 24. ATTORNEYS FEES.

In case Landlord, or its agents or employees, or any of them shall be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all cost, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigations. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord, or its agents or both in enforcing the covenants and agreements of this Lease.

ARTICLE 25. DEFAULT OF TENANT.

It is agreed that (i) if Tenant vacates or abandons the premises or permits the same to remain vacant or unoccupied for a period of ten (10) days, or (ii) if the rent, additional rent, or any part thereof shall not be promptly paid when requested, or (iii) if default shall be made in the prompt and full performance of any covenant, condition or agreement of this Lease to be kept or performed by Tenant and such default or breach of performance shall continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice to Tenant, specifying such default or breach of performance, or (iv) if any proceedings shall be commenced to declare tenant bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant's debts or obligations or to delay or extend the payment thereof, or if any assignment of Tenant's property be made for benefits of creditors, or if a receiver or trustee be appointed for Tenant or Tenant's property or business, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option, without further notice or demand of any kind to Tenant or any other person, may have, in addition to all other legal or equitable remedies, the following described remedies:

Landlord may elect to terminate this Lease and the term created hereby in which event Landlord forthwith

may repossess the premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to the rental provided in Article 2 of this Lease to be paid by Tenant to Landlord for the balance of the stated term of this Lease.

Landlord may elect to terminate Tenant's right of possession without termination of this Lease in which event Tenant agrees to surrender possession and vacate the premises immediately and deliver possession thereof to Landlord and Tenant hereby grant to Landlord full and free license to enter into and upon the premises, in whole or part, with or without process of law to repossess Landlord of the premises or any part thereof and to expel or remove any and all property therefrom without terminating the Lease or releasing the Tenant in whole or in part from Tenant's obligation to pay rent and perform the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer; and without relinquishing Landlord's right to rental or any other right of Landlord in this Lease or by operation of law.

Tenant hereby expressly waives the service of any notice of any election made by Landlord under this Article 25, demand for possession, including any and every form of demand and notice prescribed by law. Landlord is obligated to give only such notice as in this Lease specified.

Upon and after entry into possession without terminating the Lease, Landlord may, but shall not be obligated to relet all or any part of the premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine and Landlord shall not be required to accept any tenant offered by Tenant, to observe any instruction given by Tenant about such reletting, or to do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages of Tenant. For the purpose of such reletting, Landlord may decorate or make repairs, changes alterations, or additions in or to the premises to the extent deemed by Landlord desirable or convenient. All such considerations so received shall be the sole property of Landlord; provided, however, if the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental reserved in this Lease together with an amount equal to five percent (5%) of the rent provided for in any new Lease as liquidated damages and the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

The service of five-day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, or modify the rights or remedies which Landlord has in equity or at law or be virtue of this Lease.

The acceptance of liquidated damages by Landlord under any of the provisions of this Lease shall not preclude Landlord from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which infers recognition of the tenancy operate as a waiver of Landlord's right to terminate this Lease or operate as extension of this Lease.

ARTICLE 26. SURRENDER OF PREMISES, ABANDONMENT OF TENANT'S TRADE FIXTURES AND HOLDOVER.

Tenant, upon expiration or terminations of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the premises, including the alterations, additions, improvements, changes and fixtures other than Tenant's movable trade fixtures, in broom-clean condition and in good repair, except for damage caused by acts of God, ordinary use and wear and damage by fire or casualty. Tenant agrees to remove Tenant's trade fixture upon any such expiration or termination and to repair all damage to the premises caused by such removal. Tenant's failure to remove all or part of Tenant's trade fixtures upon such expiration or termination shall be deemed an abandonment to Landlord of such trade fixtures and, if Landlord elects to remove all or any part of said fixtures, the cost of such removal, including repairing any damage to the premises caused by such removal, shall be paid by Tenant. In the event that Tenant shall fail to surrender the premises as provided in Article 2 of this Lease, payments to be paid by Tenant to the Landlord for all the time Tenant shall so retain possession of the premises or any part thereof plus any additional rental payments provided for in this Lease; provided, however, that

exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

If Landlord shall at any time be entitled to retention of liquidated damages pursuant to any of the covenants, conditions or agreements of this Lease either (1) after termination of Tenant's right to possession without termination of this Lease, or (2) after the termination of this Lease, Landlord shall recover and Tenant agrees to pay all sums due under the provisions of this Lease.

ARTICLE 27. UNPERFORMED COVENANTS OF TENANT.

In the event Tenant shall fail to comply with and perform any of the Tenant's covenants, conditions or agreements herein contained the Landlord shall have the right (but not be obligated) to perform any such covenants, conditions or agreements, and the Tenant agrees to pay to the Landlord on demand, as additional rent hereunder, a sum equal to the amount expended by the Landlord in the performance of such covenants, conditions and agreements. Tenant agrees that the Landlord, its beneficiaries or their agents or employees, may enter the premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this Lease, and further agrees that Landlord, its beneficiaries and their agents and employees shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

ARTICLE 28. RULES AND REGULATIONS.

Tenant covenants and agrees with Landlord that:

No sign, advertisement, notice or other lettering, or any other thing of any kind shall be exhibited, inscribed, painted or affixed on any part of the outside of the leased premises (including the exterior or interior side of any door, wall or window), except for Tenant's exterior store identification sign without prior written consent (See Exhibit D attached hereto). Illuminated signs located in the interior of any store and which are visible from the outside of any store shall be in good taste so as not to detract from the general appearance of the store and Center. Tenant shall not use handbills for advertising at Center;

No awning or other projections shall be attached to exterior walls of the premises or the building of which they form a part, except if attached without Landlord's prior written approval;

All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purpose by Landlord;

All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord, and prepared for collection in the manner and at the times and places specified by Landlord. If the Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant will not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;

No radio or television aerial or other similar device shall be installed and no aerial shall be erected on the roof, on exterior walls of the premises, or on the grounds. Any such device or aerial installed shall be subject to removal without notice at any time;

No loud-speakers, television sets, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Landlord;

No auction, fire, bankruptcy or selling-out sales shall be conducted on or about the premises;

Tenant shall keep Tenant's display windows, illuminated signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by the Landlord;

Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

Notwithstanding anything to the contrary contained in Article 29 (b) above, Tenant's exterior store identification sign shall be constructed in accordance with attached Exhibit D and shall be maintained by Tenant at its sole cost and expense. Landlord also requires Tenant to install said sign at Tenant's sole cost and expense;

The areas immediately adjoining the premises shall be kept clean by the Tenant and Tenant shall not place or permit any obstructions or merchandise in such areas or in service corridors;

Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the State automobile license numbers assigned to Tenant's car or cars and the cars of Tenant's employees within five days after taking possession of the premises and shall thereafter notify the Landlord of any changes within five days after such changes occur;

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, provided the cost thereof is competitive to any similar service available to Tenant;

Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the premises and no person shall use the leased premises as sleeping quarters, sleeping apartments or lodging rooms;

Tenant shall obtain all permits and licenses necessary to conduct its business;

Tenant shall not operate any coin or token operated vending machine or device for the sale of any goods, wares, merchandise, food, beverages, and services, including but not limited to, pay telephones, pay lockers, scales, and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without prior written consent of Landlord.

The foregoing covenants and agreements in this Article 28 shall be referred to as "Rules and Regulations".

Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part, the common use areas and all of the Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Center as Landlord may designate.

In the event of any breach of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.

ARTICLE 29. TENANT'S ASSOCIATION

Intentionally deleted.

ARTICLE 30. NOTICES.

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail addressed, postage prepaid; to it at the address last specified in writing by either party. Notices and demands shall be deemed to have been given when delivered or, if made by personal delivery, then upon such delivery.

Until otherwise specified the payment of rent and delivery of notices shall be addressed as follows:

If to Landlord: Willowbrook Square Management Co. PO Box 3822 Oakbrook, IL 60523	If to Tenant: Blackhawk Restaurant Group 17W635 Butterfield, Suite 120 Oakbrook Terrace, IL 60181
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ARTICLE 31. REMEDIES.

All rights and remedies of Landlord herein created or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies concerning any subsequent or continuing breach or default by Tenant of any of the covenants, conditions and agreements of this Lease. No surrender of the demised premises shall be effected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.

ARTICLE 32. SUCCESSORS AND ASSIGNS.

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as used in this Lease the word "Tenant" shall include, where appropriate, any party or parties having or making claim to the leasehold interest herein.

ARTICLE 33. REPRESENTATION.

It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the premises or the making of this Lease except as in this Lease expressly set forth and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord. Neither Landlord, nor their agents and employees shall be liable by reason of or breach of, any representations or promises not expressly stated in this Lease.

ARTICLE 34. ESTOPPEL CERTIFICATE.

At any time, and from time to time, Tenant agrees to execute, acknowledge and deliver to Landlord within ten (10) days of receipt of written demand from Landlord by presentation in person or first class mail return receipt requested, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid. Failure to comply will constitute a default by Tenant and this Lease will be terminated thirty (30) days after delivery of demand by Landlord to Tenant without further action by either party.

ARTICLE 35. INTERPRATION.

The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence of this agreement. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. References to "Landlord" herein shall, if Landlord is a so called land trust, be interpreted as including Landlord's beneficiaries, who shall have the right to enforce the obligations of Tenant in this Lease set forth in their own names or through an agent. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute an offer to lease, or reservation of or option for the premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord and Tenant and the payment of all fees. The captions of the several articles contained herein are for convenience only and do not define, limit, describe or construe the contents of such articles.

No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant. If any provision of this lease is held to be invalid, such invalid provision shall be deemed to be severable from the body shall not affect the validity of the remainder of this Lease.

ARTICLE 36. PROHIBITION AGAINST RECORDING.

Neither this Lease, no any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant, and the recording thereof in violation of this provision shall make this lease null and void at the election of the Landlord ARTICLE 37.

Landlord hereby represents that it has full power and authority to execute this lease and to bind

Willowbrook Square Management Co. to the terms and conditions as set forth herein.

ARTICLE 38. NO RESERVATION.

Submission of this instrument or any part thereof for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed and delivered by Landlord, and the security deposit or any other fees or charges are paid in full.

ARTICLE 39. BASE RENT

Notwithstanding anything contained to the contrary herein, the MONTHLY RENTS BELOW INCLUDE CAM, INSURANCE AND, TAXES.

YEAR 1 \$3,100.00

YEAR 2 \$3,100.00

YEAR 3 \$3,100.00

YEAR 4 \$3,193.00

YEAR 5 \$3,289.00

ARTICLE 39A. PAYMENT OF ADDITIONAL RENT.

After year 5, CAM charges, taxes and insurance will be reviewed and adjusted for every year for option periods these charges will be in addition to the monthly base rent.

ARTICLE 40. TENANT'S EXCLUSIVE.

Provided that Tenant is not in default under this Lease, Tenant shall have the exclusive right to operate gaming terminals under the Illinois Video Gaming Act (or similar future legislation) pursuant to all local governmental regulations at the Shopping Center. The Landlord shall not permit, in any other lease of space at the Shopping Center, another tenant to operate video gaming terminals (a tenant leasing space at the Shopping Center, other than the Tenant, who is permitted in its lease the right to operate video gaming terminals in their leased space at the Shopping Center is herein referred to as a "Competing Tenant").

In the event the Landlord shall permit a Competing Tenant, the Tenant's sole and exclusive remedy shall be to reduce its payment of Minimum Rent by fifty percent (50%), which reduction shall commence the date which is thirty (30) days after Tenant delivers to the Landlord written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant) and which reduction shall end on the earliest to occur of: (i) the date that the Landlord cures the Competing Tenant violation, if any, or (ii) the date Tenant ceases to open and operate at the Premises. In the event such violation continues for a period of one (1) year (commencing from the date on which Tenant delivers to the Landlord written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant)), Tenant shall have the right to either (i) terminate this Lease by delivering written notice to Lessor within thirty (30) days following the expiration of the one (1) year period of such violation, if any, and if such notice is timely and properly given, then this Lease shall terminate effective as of the thirtieth (30th) day after such notice is given or (ii) resume paying full Minimum Rent, which shall serve as a waiver of Tenant's right to seek remedies based on the offending violation. Tenant shall not have any other right or remedy including, without limitation, the right to commence any action for injunctive or other relief in the event of a breach hereof.

The Landlord agrees, within sixty (60) days after the Landlord's receipt of written notice that there is a Competing Tenant at the Shopping Center (setting forth the name of such Competing Tenant and its particular use which makes it a Competing Tenant), to commence and diligently pursue, in good faith and exercising commercially reasonable efforts, the cure of the violation of this Lease by the Competing Tenant by all available means including, without limitation, taking all action available to Lessor at law or equity against such Competing Tenant. Notwithstanding the above, if a Competing Tenant is operating video gaming terminals in violation of the terms of

its lease of space at the Property (a "Renegade Tenant"), then the Minimum Rent shall not be reduced during and throughout the period that Lessor has commenced and is diligently pursuing the cure of the Competing Tenant as required above. As used herein, "commercially reasonable efforts" shall mean the institution and good faith and diligent prosecution of appropriate legal action against the Competing Tenant in a court of competent jurisdiction to cause the Competing Tenant to cease and desist from violating the provision of this Section. It is expressly understood that Lessor shall not be required to appeal an adverse decision of the court of original jurisdiction, unless so requested by Tenant, with any such appeal to be at Tenant's sole cost and expense.

ARTICLE 41. TERMINATION OPTION.

Tenant, in its sole discretion, shall have the one-time option to terminate this LEASE (the "Termination Option") by providing written notice to Landlord on or before July 31, 2016 (the "Termination Notice Deadline"). Upon the execution of this Lease and in consideration of said Termination Option, Tenant shall pay Landlord, the non-refundable amount of \$7,500.00.

If Tenant provides written notification to Landlord of its wish to exercise the Termination Option prior to the Termination Notice Deadline, this LEASE shall be deemed null and void, Landlord shall return to Tenant the Security Deposit of \$9,000.00 within 15 days and no further action will be required by either party. If Tenant does not wish to exercise the Termination Option or if Landlord is not in receipt of Tenant's written notification to exercise the Termination Option prior to the Termination Notice Deadline, this LEASE shall remain in full force and effect, with the first month's full rent payment due on August 1, 2016, as provided for in this LEASE.

ARTICLE 42. BROKERAGE COMMISSIONS.

The Tenant shall be responsible for the payment of any and all brokerage commissions or fees due Schulz Properties, Ltd., Tennant's representative, other than a single payment of \$1,900.00 by the Landlord to be paid when tenant begins paying monthly rent. Tennant and Landlord each hold harmless and indemnify the other from and against any claim, expense, or liability for any claim, compensation, or commission by any other broker or agent.

ARTICLE 43. HVAC WARRANTY.

Landlord will be responsible for maintenance, repair, or replacement of the currently installed HVAC during the first 24 months of the initial lease term. Tenant shall bare the cost of twice annual service of HVAC by Landlord's contractor.

ARTICLE 44. COST OF IMPROVEMENTS (REIMBURSEMENT).

Landlord will make a one-time payment of \$13,000 upon Tennant's completion of improvements within the demised space and presentation to Landlord of Tennant's contractor's final statement, final waiver of lien, and occupancy permit (or the permitting authority's equivalent) from the Village of Willowbrook.

ARTICLE 45. MONUMENT SIGN.

Beginning after the Abatement Period, Tenant will be responsible for a monthly payment of \$100 to defray costs for an advertising panel on monument sign located at the entrance to the shopping center. Panel changes, after an initial set-up will be at the tenant's discretion and expense.

ARTICLE 46. PARKING.

Tenant's customers will have unrestricted access to the parking provided within the center.

EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below:

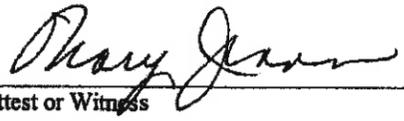
LANDLORD:
Willowbrook Square Management Co. Inc.

By:

Attest or Witness

Name:
Title:
Date of Signature: _____, 2016

TENANT:
Blackhawk Restaurant Group LLC Series
WBSWillowbrook



Attest or Witness

By: 

Name: David Connor
Title: Managing Member
Date of Signature: _____, 2015

Taxpayer Identification Number: 45-4510375

EXHIBIT A

Willowbrook Square

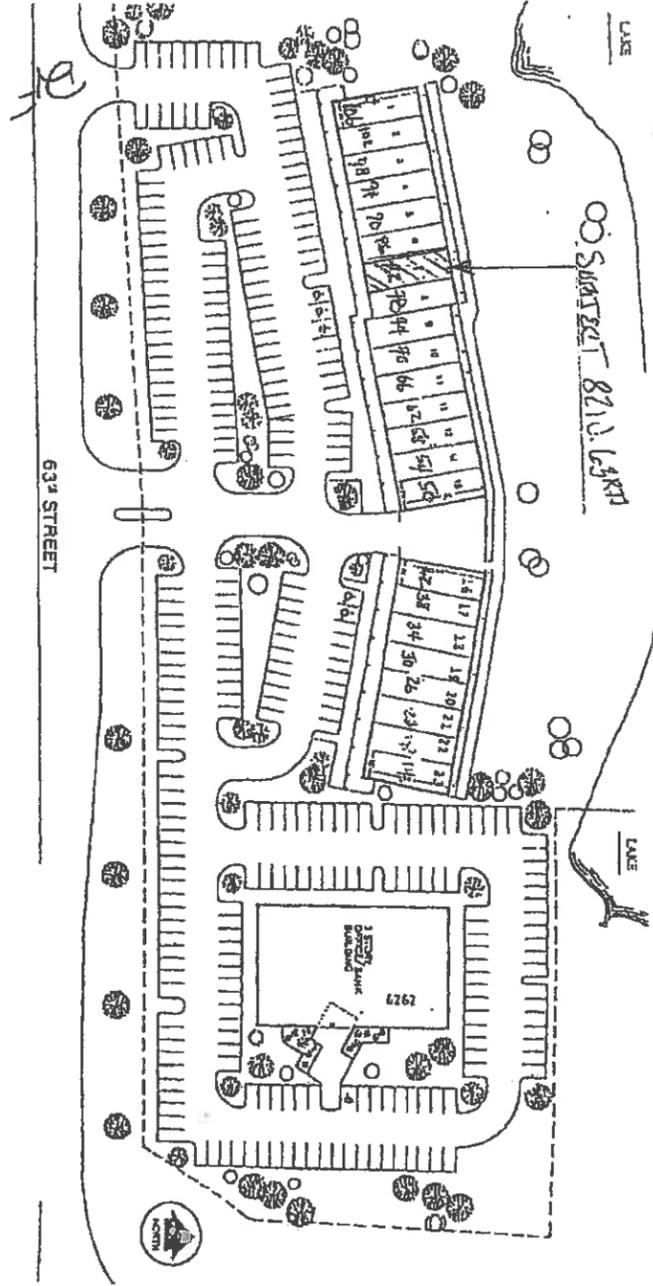


EXHIBIT #

EXHIBIT B: SIGN CRITERIA

Tenant will not erect any signs except in conformity with the following policy:

Wording on large scale signs shall be limited to store or trade name only. Each party's customary signature or logo, hallmark, insignia, or other trade identification will be respected.

Signs must be illuminated with no exposed neon tubing or exposed lamps. Signs of the flashing, blinking, rotating, moving, animated or audible types or not permitted. No "can" signs will be permitted. Signs shall be individual letters, internally illuminated, and mounted on a raceway.

Exposed raceways are required to be painted the same color as the painted cedar facial, which sample tenant acknowledges receipt of.

The size of all Tenant's signs shall be limited. Tenant's signs shall be located within the limits of its projected lease line and shall not project more than eight inches (8") and shall conform to the following proportionate height criteria, unless otherwise approved: signs shall be limited in overall area to one square foot for each foot of store frontage (i.e. 20 x 65 would be allowed 20 square feet maximum and shall not exceed a length of sixteen feet (16') or a maximum width of 80% of the store width unless otherwise approved. All sign letters shall have returns of the individual letters of dark bronze.

Painted or printed signs on the exterior surface of any building shall be prohibited, except small scale signs relative to store name and stating store hours which are neatly lettered on the glass of the storefront but subject to Landlord's approval and in addition, any non-customer door will have in two inch (2") block letters, the name and address of the Tenant.

Public safety decals or artwork on glass in minimum sizes to comply with applicable Code, subject to the approval of the Landlord may be used, as required by buildings codes or other governmental regulations.

Paper signs, stickers, banners or flags are prohibited without the Landlord's prior written approval whether inside or outside the storefront.

Sign company names or stamps shall be concealed (Code permitting).

Except as otherwise approved in writing by Landlord, only one sign per Tenant will be permitted.

Sign letters must be internally lighted with lamps or tubes entirely concealed within the depth of the letter or may be opaque or translucent plastic face with no visible openings.

Exposed sign illumination or illuminated sign cabinets or modules are not permitted.

Signs and identifying marks shall be placed entirely within the boundaries of Tenant's premises.

Tenant shall not install any rooftop or under canopy signs.

Tenant shall not install pylon signs.

No signs will be permitted at the rear of any building

Three complete sets of sign drawings must be submitted to the Landlord for written approval before fabrication. Tenant's sign drawings must include the following:

Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.

Color sample of sign letters.

Cross section view through sign letter and sign panel showing location of sign relative to the canopy face and showing the dimensioned projection of the face of the letter from the face of the sign panel.

The landlord shall not be responsible for the cost of refabricating of signs fabricated, ordered or constructed, which do not conform to the sign criteria.

EXHIBIT E: RENEWAL OPTION

Subsequent Terms: (Options to Renew)

- A. Tenant shall have two (2) options to extend the term of this Lease for six years each, providing the Tenant shall give the Landlord notice in writing at least 90 days prior to the expiration of the initial term of this Lease (or first option term) that it intends to renew same consisting of 1,300 square feet and provided further that at the time of exercise of the option granted to Tenant herein, Tenant shall be in compliance with all of the provisions of this Lease.

The extended terms hereunder shall be subject to all the terms and provisions of the Lease, except that the rental for each year of the extended term shall be adjusted in accordance with Paragraph B below.

- B. Rent Adjustment. Lessor and Lessee agree that the following rent adjustments shall be made with respect to each year of the extended term under the above paragraph A.
For each year of the six-year period of extension, if the option therefore is exercised, the base rent per lease year payable hereunder shall be increased three percent (3%) over the previous Lease Year.

EXHIBIT C

Tenant Completion Checklist

TENANT NAME _____ SPACE # 7
SPACE ADDRESS _____ WORK PHONE _____

- | DATE | DESCRIPTION |
|-------|---|
| _____ | SPACE LAYOUT SENT TO TENANT (FLOORPLAN & MECHANICAL) |
| _____ | TENANT'S PRELIM. DESIGN FROM ARCHITECT: RECEIVED |
| _____ | MECHANICAL APPROVED |
| _____ | ELECTRICAL APPROVED |
| _____ | PLUMBING APPROVED |
| _____ | PLAN RETURNED TO TENANT |
| _____ | TENANT'S SIGN DESIGN APPROVED BY LANDLORD |
| _____ | NOTIFICATION OF OCCUPANCY TO LANDLORD'S INSURANCE CARRIER |
| _____ | 2 SETS OF TENANT'S SPACE WORKING DRAWINGS RECEIVED BY LANDLORD |
| _____ | DELIVERY OF POSSESSION OFFERED AND ACCEPTED BY TENANT; |
| _____ | DATE (RENT VACATION - NUMBER OF DAYS __) |
| _____ | NAME OF TENANT'S GENERAL CONTRACTOR
_____ PHONE _____ |
| _____ | NAME OF TENANT'S CARPENTRY CONTACTOR
_____ PHONE _____ |
| _____ | NAME OF TENANT'S MECHANICAL CONTRACTOR
_____ PHONE _____ |
| _____ | NAME OF TENANT'S ELECTRICAL CONTRACTOR
_____ PHONE _____ |
| _____ | NAME OF TENANT'S PLUMBING CONTRACTOR
_____ PHONE _____ |
| _____ | DATE OF START OF TENANT'S CONSTRUCTION |
| _____ | ESTIMATED DATE OF STORE OPENING |
| _____ | TENANT'S PERFORMANCE BOND RECEIVED |
| _____ | ITEMIZED TENANT CONSTRUCTION COST RECEIVED |
| _____ | TENANT'S CONTRACTOR INSURANCE CERTIFICATE RECEIVED |
| _____ | CERTIFICATE OF ACCEPTANCE OF TENANT IMPROVEMENTS BY LANDLORD |
| _____ | FINAL WAIVER AND SWORN STATEMENT FROM TENANT'S GENERAL CONTRACTOR |
| _____ | TENANT CHARGES AND EXTRAS COMPLETED BY LANDLORD, PAID IN FULL |
| _____ | COPY OF OCCUPANCY PERMIT RECEIVED BY LANDLORD |