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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois limited liability company,
BRAD BEHMER, an individual, and
KENNETH MAYLE, an individual,
Plaintiffs/Counter-Defendants,
v.
GP OPPORTUNITY FUND, LLC, an Illinois Limited Liability Company,
Defendant/Counter-Plaintiff.

No. 2022L010246
Judge Tully
Courtroom 2004

PLAINTIFFS/COUNTER-DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON COUNT II (FRAUD) OF DEFENDANT/COUNTER-PLAINTIFF'S COUNTERCLAIM

NOW COME Plaintiffs/Counter-Defendants, 30 DEGREE DESIGN, LLC, BRAD BEHMER, and KENNETH MAYLE, pro se by KENNETH MAYLE, and pursuant to 735 ILCS 5/2-1005, move this Honorable Court for summary judgment in their favor on Count II (Fraud) of the Counterclaim filed by Defendant/Counter-Plaintiff, GP OPPORTUNITY FUND, LLC. In support of this motion, Plaintiffs/Counter-Defendants respectfully state as follows:

INTRODUCTION

1. This motion seeks summary judgment on Count II (Fraud) of the Counterclaim filed by GP Opportunity Fund, LLC, which alleges that Plaintiffs/Counter-Defendants fraudulently misrepresented their intended use of the leased premises at 4714A W. Lake Street, Chicago, Illinois, and their maintenance of required insurance coverage. The Counterclaim fails to

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establish a genuine issue of material fact and is insufficient as a matter of law.

2. Under Illinois law, summary judgment is appropriate when there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c). The Counterclaim's fraud allegations lack the required specificity and particularity, rely on non-actionable statements of future intent, and are contradicted by evidence, including the Counter-Plaintiff's own exhibits and public records. Furthermore, the lease may be invalid due to Counter-Plaintiff's omissions regarding fire code violations and incorrect representation of ownership, and Plaintiffs were defrauded by omission.

STATEMENT OF MATERIAL FACTS

3. On or about September 17, 2021, the parties entered into a commercial lease agreement for the premises at 4714A W. Lake Street, Chicago, Illinois, zoned PMD9, for use as business offices, storage, and manufacturing of home decor and artistic objects. All uses were in compliance with PMD9 zoning, with nothing outside permitted uses except rare art gatherings. Although not intended as an entertainment business, PMD9 zoning allows small venues with proper approval, but no such primary use occurred. The building had existing appliances, gas, and electric service with issues like exposed wiring, implying occupancy and utility use upon rental, which amplified risks in PMD9 for industrial/artistic businesses (Exhibit A to Counterclaim, Lease Agreement; PMD9 Zoning Code, Exhibit 1 hereto).

4. Prior to taking possession, Counter-Defendant Brad Behmer provided a certificate of insurance dated September 30, 2021, indicating coverage for the premises (Exhibit F to Counterclaim).

5. In November 2021, the insurance provider Diamond Brothers inspected the property and deemed it hazardous due to its poor condition, including an inoperable fire pump, missing fire sprinklers, and exterior deterioration, as confirmed by the Chicago Fire Department incident report and historical records (Exhibit I to Counterclaim; Building Permit and Inspection Records from 2016, Exhibit 2 hereto, showing unresolved violation FP2148 requiring

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fire pump performance test per NFPA standards; Insurance Underwriter Correspondence, Exhibit 9 hereto).

6. The insurance policy was canceled by the insurer in November 2021 due to the property's hazardous condition, which was not disclosed by Counter-Plaintiff prior to the lease execution. The underwriter noted the building's poor maintenance, unconfirmed sprinkler operability, and concerns about subletting, stating they were "not comfortable staying on the risk" and would mid-term cancel (Exhibit 9). Counter-Plaintiff knew or should have known of these conditions, including lack of testing records for fire pump and sprinklers per NFPA 25 (2014) and NFPA 101, making fire insurance impossible or problematic for PMD9 uses. The property was owned by the same entity (a trust) for nearly 7 years, as shown by the Deed in Trust, but the lease incorrectly stated GP Opportunity Fund, LLC as owner, misleading Counter-Defendants (Exhibit 3, Deed in Trust showing ownership history).

7. The Chicago Fire Department incident report from February 6, 2023, coded "AES Presence - None" (NFIRS), confirms the absence of required fire sprinklers, a condition Counter-Plaintiff knew or should have known prior to leasing the premises (Exhibit I to Counterclaim). The fire cause was undetermined, possibly vandalism, and damages were amplified by lack of fire suppression systems. The building may have had insurance, but defects revealed post-fire could lead to claim denial, highlighting Counter-Plaintiff's responsibility. A small fire might have been minor, but lack of suppression caused a disaster due to landlord negligence.

8. Counter-Plaintiff alleges that Counter-Defendants operated an "unlicensed nightclub" (Counterclaim, ¶¶ 17, 19, 69). This refers to one or two rare art exhibition events over 18 months, which involved aesthetic storage of materials, including a piano displayed as art with a "DO NOT TOUCH ART INSTALLATION" sign, and was mischaracterized by a City inspector. No ongoing nightclub operation existed, and events were ancillary to artistic use (Photo of Work Area, Exhibit 4 hereto; Photo of Piano Art Installation Sign, Exhibit 5 hereto).

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9. The lease contained a security deposit of $42,900, which Counter-Plaintiff never invoked to address alleged violations or insurance lapses, despite having the right to do so under Section 11 of the lease (Exhibit A to Counterclaim).

10. Counter-Plaintiff failed to disclose the true ownership of the property, as the deed reflected a trust, not GP OP LLC as stated in the lease, and omitted material facts about fire code violations, rendering the lease potentially invalid. This misrepresentation on ownership deceived Counter-Defendants.

LEGAL STANDARD

11. Summary judgment is proper when the pleadings, depositions, admissions, and affidavits show no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c); *Purtill v. Hess*, 111 Ill. 2d 229, 240 (1986).

12. To state a claim for fraudulent misrepresentation under Illinois law, a plaintiff must allege with specificity and particularity: (1) a false statement of material fact; (2) defendant's knowledge that the statement was false; (3) defendant's intent to induce the plaintiff to act; (4) plaintiff's reasonable reliance on the statement; and (5) damages resulting from that reliance. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996).

13. Statements regarding future intent or conduct are not actionable as fraud unless part of a fraudulent scheme pleaded with particularity. *Prime Leasing v. Kendig*, 332 Ill. App. 3d 300, 309 (1st Dist. 2002).

14. Exhibits attached to a pleading control over contradictory allegations. *Dvorkin v. Soderquist*, 2022 IL App (1st) 201368, ¶ 75.

15. Fraud by omission requires concealment of a material fact under a duty to disclose, which arises when the defendant places trust in the plaintiff or in a fiduciary relationship. *Connick*, 174 Ill. 2d at 500; *Hirsch v. Feuer*, 299 Ill. App. 3d 1076, 1086 (1st Dist. 1998) (duty to disclose in real estate transactions, including ownership and defects).

16. Leases violating public policy, such as those omitting material fire code violations

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or misrepresenting ownership, may be void. See *Borsellino v. Putnam*, 2011 IL App (1st) 102242 (discussing fraud by omission in contracts); general principle that contracts against public policy are unenforceable, 735 ILCS 5/2-619 (affirmative defenses).

ARGUMENT

I. No Genuine Issue of Material Fact Exists as to the Fraud Claim

17. The Counterclaim alleges two fraudulent misrepresentations: (a) that Counter-Defendants represented the premises would be used as a workshop, and (b) that they had obtained requisite insurance (Counterclaim, ¶¶ 63–71).

18. These allegations fail to meet the specificity and particularity required under Illinois law. The Counterclaim does not specify when, where, or to whom the alleged misrepresentations were made, nor does it allege facts showing the statements were knowingly false at the time they were made. *Connick*, 174 Ill. 2d at 496–97.

19. The allegation regarding the use of the premises as a workshop is contradicted by evidence. Counter-Defendant Behmer used the space for artistic purposes, including custom lamps, lighting, and industrial art, consistent with the lease's terms and PMD9 zoning (Exhibit A, § 2; Exhibit 1). The "unlicensed nightclub" claim stems from a mischaracterized rare art gathering, not a violation of zoning or lease, as PMD9 allows entertainment as a special use, though not primary here (Exhibit 1).

20. The insurance misrepresentation claim is baseless. Counter-Defendants provided a valid certificate of insurance before taking possession (Exhibit F). The subsequent cancellation in November 2021 was due to the property's hazardous condition, including an inoperable fire pump, missing sprinklers, exterior deterioration, and issues like exposed wiring per NFPA 25 (2014) and NFPA 101, which Counter-Plaintiff failed to disclose (Exhibits 2, I, 9). The building had utilities (appliances, gas, electric with exposed wiring), implying occupancy risks, and defects made insurance impossible for PMD9 uses; the underwriter's cancellation notice confirms this (Exhibit 9). Counter-Plaintiff knew or should have known,

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making non-disclosure fraud.

21. Counter-Plaintiff's failure to disclose the inoperable fire pump (unresolved since 2016 violation FP2148), missing sprinklers, lack of testing records, and exterior deterioration constitutes fraud by omission, as it had a duty to disclose material defects in the commercial lease transaction. *Hirsch v. Feuer*, 299 Ill. App. 3d at 1086. Additionally, failure to disclose true ownership per deed (Exhibit 3) supports omission, as the lease incorrectly listed GP OP LLC, deceiving Counter-Defendants despite the trust owning it for nearly 7 years.

22. The lease may be invalid as executed, as omissions of fire code violations and incorrect ownership representation violate public policy and render the agreement void. See *Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154 (1986) (duty to disclose in real estate); general rule that contracts omitting material safety defects or misrepresenting parties are unenforceable. Counter-Plaintiff's failures, not Counter-Defendants', caused the issues, making litigation wasteful given landlord's responsibility.

II. The Alleged Misrepresentations Are Not Actionable as Fraud

23. Statements about the intended use of the premises are statements of future intent, not present fact, and are not actionable as fraud unless part of a fraudulent scheme pleaded with particularity. *Prime Leasing*, 332 Ill. App. 3d at 309. The Counterclaim lacks specific allegations of such a scheme.

24. The insurance certificate was true at the time it was provided (Exhibit F). Its later cancellation due to Counter-Plaintiff's property conditions does not retroactively render the initial representation false. *Gold v. Vasileff*, 160 Ill. App. 3d 125, 128 (1987). An insurer would deny a claim upon discovering defects, as the property was uninsurable due to landlord negligence, as evidenced by the underwriter's concerns about maintenance and subletting risks (Exhibit 9).

25. Counter-Plaintiff's own negligence in failing to maintain a code-compliant property (Exhibits 2, 9) and disclose ownership details (Exhibit 3) precludes its fraud claim, as it

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cannot show reasonable reliance. Moreover, AS-IS clauses do not waive mandatory fire code compliance; such provisions are void against public policy. See 65 ILCS 5/11-13-1 (municipal building codes); *Estate of Tawney v. Columbia Natural Resources, L.L.C.*, 219 W. Va. 266 (2006) (similar in WV, but analogous).

III. Counter-Plaintiff's Damages Are Not Proximately Caused by Alleged Misrepresentations

26. The Counterclaim alleges damages from lost rent and property damage (Counterclaim, ¶ 72). These damages stem from a fire on February 6, 2023, whose cause was undetermined, possibly vandalism, and amplified by lack of fire suppression systems (Exhibit I), not from any misrepresentation about the premises' use or insurance. One cannot waive off fire protection requirements; omissions amplified damages. A small fire might have been minor, but lack of suppression caused a disaster due to landlord negligence in maintaining utilities and fire systems.

27. Counter-Plaintiff's failure to ensure a functional fire pump, sprinklers, and compliance with NFPA 25 and 101, compounded by poor maintenance and exterior deterioration, contributed to the fire's severity, breaking any causal link between the alleged misrepresentations and the damages. *Connick*, 174 Ill. 2d at 496; (Exhibit 9).

28. The availability of a $42,900 security deposit (Exhibit A, § 11) further undermines claims of damages due to reliance, as Counter-Plaintiff could have mitigated any losses.

PHOTO SECTION

The following photos are included as exhibits to demonstrate the artistic use of the premises:

Figure 1: Photo of Work Area (Exhibit 4)

Figure 2: Photo of Piano Art Installation Sign (Exhibit 5)

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CONCLUSION

WHEREFORE, Plaintiffs/Counter-Defendants, 30 DEGREE DESIGN, LLC, BRAD BEHMER, and KENNETH MAYLE, respectfully request that this Court:

A. Grant summary judgment in their favor on Count II (Fraud) of the Counterclaim;

B. Dismiss Count II with prejudice; and

C. Grant such other and further relief as the Court deems just and proper.

Date: July 24, 2025

Respectfully Submitted,

KENNETH MAYLE, Pro Se

1034 N. Karlov Ave

Chicago, IL 60651

ken.mayle@gmail.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, that the foregoing Motion for Summary Judgment was served via email to:

Zachary D. Limbaugh

The Limbaugh Law Firm

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Attorney ID 49252

ARDC 6306446

on July 24, 2025.

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/s/ Kenneth Mayle

Pro Se

EXHIBIT LIST

1. **PMD9 Zoning Code** – Detailing allowed uses in PMD districts, including special uses for entertainment venues.

2. **Building Permit and Inspection Records (2016 Fire Pump Violation)** – Evidence of unresolved 2016 violation FP2148 requiring fire pump performance test, inoperable fire pump, missing sprinklers, and lack of compliance with NFPA 25 (2014) and NFPA 101.

3. **Deed in Trust** – Showing ownership by a trust for nearly 7 years, not GP OP LLC as stated in lease, suggesting misrepresentation.

4. **Photo of Work Area** – Demonstrating artistic use of the space.

5. **Photo of Piano Art Installation Sign** – Evidence that the piano was an art installation, not improper storage.

6. **Exhibit A to Counterclaim** (Lease Agreement) – Showing lease terms, including permitted use and security deposit provisions.

7. **Exhibit F to Counterclaim** (Certificate of Insurance) – Confirming provision of insurance certificate prior to possession.

8. **Exhibit I to Counterclaim** (Chicago Fire Department Incident Report) – Confirming fire details, undetermined cause, and absence of sprinklers (NFIRS coded "AES Presence - None").

9. **Insurance Underwriter Correspondence** – Confirming insurance cancellation due to hazardous conditions, including poor maintenance, inoperable sprinklers, and exterior deterioration, highlighting uninsurability.

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CHAPTER 17-6

SPECIAL PURPOSE DISTRICTS

17-6-0100 General.

17-6-0200 POS, Parks and Open Space District.

17-6-0300 T, Transportation District.

17-6-0400 PMD, Planned Manufacturing Districts.

17-6-0100 General.

Special purpose districts are established to address land use and development issues that are not easily addressed by R, B, C, D or M district regulations. Special purpose districts are base zoning districts, not overlays.

(Added Coun. J. 5-26-04, p. 25275)

17-6-0200 POS, Parks and Open Space District.

17-6-0201 Purpose and Applicability. The "POS", Parks and Open Space zoning district is intended to preserve, protect and enhance lands set aside for *public open space*, public parks and public beaches. Such areas and facilities provide many benefits to city residents and visitors. They provide cultural and recreation opportunities; preserve natural and scenic areas; protect sensitive natural resource areas; and offer refuge from the built, urban environment. The POS district is also intended to be applied to *cemetery* lands. Other than cemeteries, the POS district is intended to be applied exclusively to public-owned lands.

17-6-0202 Establishment. POS zoning may be established or changed to another classification only in accordance with the Zoning Map Amendment procedures of Sec. 17-13-0300. Parcels zoned POS must be identified with the map symbol "POS" and accompanied by an indication of the applicable park or open space type:

17-6-0202-A Regional or Community Park (POS-1);

17-6-0202-B Neighborhood Park, Mini-Park or Playlot (POS-2);

17-6-0202-C Open Space or Natural Area (POS-3); or

17-6-0202-D *Cemetery* (POS-4).

17-6-0203 Allowed Uses. Permanent uses and facilities are allowed in the POS district in accordance with the use table of this section.

17-6-0203-A Permitted Uses. Uses identified with a "P" are permitted by-right, provided they:

1. have been approved by the governing body with jurisdiction over the park or open space area (e.g., Chicago Park District Board of Commissioners); and

2. comply with all other applicable standards of this Zoning Ordinance.

17-6-0203-B Special Uses. Uses identified with an "S" may be allowed if reviewed and approved in accordance with the *special use* procedures of Sec. 17-13-0900, provided they:

1. have been approved by the governing body with jurisdiction over the park or open space area; and

2. comply with all other applicable standards of this Zoning Ordinance.

17-6-0203-C Planned Developments. Uses identified with a "PD" may be allowed if reviewed and approved in accordance with the procedures of Sec. 17-13-0600, provided they:

1. have been approved by the governing body with jurisdiction over the park or open space area (e.g., Chicago Park District Board of Commissioners); and

2. comply with all other applicable standards of this Zoning Ordinance.

17-6-0203-D Accessory Uses. Uses that are necessarily and customarily associated with, and appropriate, incidental, and subordinate to allowed *principal uses* will be allowed as *accessory uses* within the POS district. No attempt is made in the use table to identify all allowed *accessory uses*, although some examples are listed. Uses identified with an "A" and others as determined by the Zoning Administrator may be permitted by-right when they constitute an *accessory use* or activity to the primary use of the park/open space site, provided that they:

1. have been approved by the governing body with jurisdiction over the park or open space area; and

2. comply with all other applicable standards of this Zoning Ordinance.

Exhibit 1

17-6-0203-E Use Table

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For *a printer-friendly PDF version of Table 17-6-0203-E, please click here.*

USE GROUP		Park/Open Space Facility Type				Additional Standards
Use Category		POS-1 Regional or Community Parks	POS-2 Neighborhood, Mini- and Play-lot Parks	POS-3 Open Space/ Natural Areas	POS-4 Cemeteries	
	Specific Use Type					
A = accessory P= permitted by-right S = special use approval required - = Not allowed						
USE GROUP		**Park/Open Space Facility Type**				**Additional Standards**
Use Category		**POS-1 Regional or Community Parks**	**POS-2 Neighborhood, Mini- and Play-lot Parks**	**POS-3 Open Space/ Natural Areas**	**POS-4 Cemeteries**	
	Specific Use Type					
A = accessory P= permitted by-right S = special use approval required - = Not allowed						
PUBLIC AND CIVIC						
A. Daycare		P	P	-	-	
B. Parks and Recreation						
1.	Arboretums and Botanical Gardens	P	P	P	-	
2.	Band Shells and Outdoor Theaters	P	P	-	-	
3.	Batting Cage	P	P	-	-	
4.	Beaches	P	P	P	-	
5.	Bowling Alley	P	P	-	-	
6.	Canoe/Boat Launch	P	P	P	-	
7.	Community Center, Recreation Building and Similar Assembly Use	S	S	-	-	
8.	Community Garden	P	P	-	-	§ 17-9-0103.5
9.	Conservatories and Greenhouses	P	-	-	-	
10.	Dog Park	P	P	-	-	
11.	Driving Range	P	-	-	-	
12.	Fishing Pier	P	P	P	-	
13.	Forest or Nature Preserve	P	P	P	-	
14.	Golf Courses	P	-	-	-	
15.	Harbor Facilities	P	-	-	-	
16.	Ice Skating Rink (indoor and outdoor)	P	P	-	-	
17.	Marinas	PD	-	-	-	
18.	Miniature Golf	P	P	-	-	
19.	Passive Open Space	P	P	P	-	
20.	Playgrounds including water play areas	P	P	-	-	
21.	Playing Courts (basketball, volleyball, etc.,)	P	P	-	-	
22.	Playing Fields (baseball, soccer, etc.,)	P	P	-	-	
23.	Skate Park	P	P	-	-	
24.	Swimming Pools	P	P	-	-	
25.	Tennis Courts (indoor and outdoor)	P	P	-	-	
26.	Trails for Hiking, Bicycling, or Running	P	P	P	-	
27.	Zoos	PD	-	-	-	

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28.	Parks and Recreation uses not listed above	Allowed when expressly approved by governing body with jurisdiction over facility or shown on approved master plan				
C. Cultural Exhibits and Libraries		PD	PD	-	-	
D. Utility Service, Major		S	S	S	S	
E. Utility Service, Minor		P	P	P	P	
F. Hospitals		p	-	-	-	
COMMERCIAL						
G. Food and Beverage Retail Sales		A	A	-	-	No liquor/alcohol sales allowed
H. Funeral and Interment Services						
1.	Cemeteries and Mausoleums	-	-	-	P	
I. Eating and Drinking Establishments		A	A	-	-	
OTHER						
J. Field house, locker rooms or similar buildings that support primary outdoor recreation areas.		A	A	-	-	
K. Kiosks		A	A	-	-	
L. Off-Street Parking, Accessory		A	A	-		
M. Off-Street Parking, Non-accessory		S	S	-	-	
N. Restrooms		A	A	-	-	
O. Storage and Maintenance Areas/Buildings		A	A	-	-	Must be screened from public view by fences, walls and landscaping
P. Temporary Uses		P	P	-	-	
Q. Wireless Communication Facilities						
1.	Co-located	P	P	-	P	§ 17-9-0118
2.	Freestanding (Tower)	S	S	-	S	§ 17-9-0118
R. Coke & Coal Bulk Material		-	-	-	-	§ 17-9-0117-B
S. Manganese-bearing Material Operation		-	-	-	-	§ 17-9-0117-D
T. Wagering Facility		P	-	-	-	§ 17-9-0110

17-6-0204 Development Standards.

17-6-0204-A Bulk Standards.

1. The size, location and design of all buildings, structures, activity areas and other improvements must be expressly approved by the governing body with jurisdiction over the park or open space area or shown on an approved Park Master Plan.

2. Buildings must be set back from *side property lines* and *rear property lines* at least one foot for each foot of *building height*.

3. No *front setback* is required, except on *lots* abutting R-zoned *lots* that have *lot frontage* on the same *street*. The required *front setback* in those cases must be equal to at least 50% of the *front yard* that exists on the abutting R-zoned *lot*. If the abutting R- zoned *lot* is vacant, the 50% must be calculated on the basis of the abutting *lot*'s required *front setback*.

17-6-0204-B Lakefront Protection Ordinance; Applicability. All development proposed within the boundaries of the Lake Michigan and Chicago Lakefront Protection District are subject to the provisions of Chapter 16-4 (Lake Michigan and Chicago Lakefront Protection Ordinance).

17-6-0204-C Light and Glare. All lighting must be located, designed and operated to minimize light spillover and glare onto R-zoned properties.

17-6-0204-D Noise. All loudspeakers and public address systems must be located, designed and operated to minimize disturbance or nuisance to the surrounding area.

17-6-0204-E Landscaping and Screening.

1. The *vehicular use area* landscaping standards of Sec. 17-11-0200 apply within the POS district.

2. All maintenance facilities and outdoor storage areas must be completely screened from view of recreation areas within parks and from abutting *streets* and R-zoned property.

17-6-0204-F Exceptions. Any application seeking a zoning map amendment, pursuant to Section 17-13-0300, in order to establish a *day care*, *parks and recreation*, *eating and drinking establishment* with an *outdoor* patio or outdoor assembly use that is proposed to be established within 660' of any (a) windrow *composting* facility, (b) *intensive manufacturing, production and industrial service* use, (c) *Class III, Class IVA, Class IVB and Class V recycling facility*, (d) *warehousing, wholesaling, and freight movement* use, (e) *container storage*, (f) *freight terminal*, (g) outdoor storage of raw material as a principal use, (h) *waste-related use*, or (i) *manganese-bearing material operation use* may be allowed

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only if farther reviewed and approved in accordance with the *special use* procedures of Section 17-13-0900, unless it otherwise meets a *planned development* threshold of Section 17-8-0500.

(Added Coun. J. 5-26-04, p. 25275; Amend Coun. J. 3-9-05, p. 44391; Amend Coun. J. 9-13-06, p. 84870, § 2; Amend Coun. J. 2-7-07, p. 98536, § 1; Amend Coun. J. 9-8-11, p. 7541, § 5; Amend Coun. J. 4-30-14, p. 80394, § 5; Amend Coun. J. 3-28-18, p. 74512, § 5; Amend Coun. J. 3-24-21, p. 29065, § 5; Amend Coun. J. 12-15-21, p. 42922, § 10)

17-6-0300 T, Transportation District.

17-6-0301 Purpose and Applicability. The "T", Transportation zoning district is intended to preserve, protect and enhance road, rail and other important transportation corridors and to ensure public review of proposals to convert such corridors to non- transportation use.

17-6-0302 Establishment. "T" zoning may be established or changed to another classification only in accordance with the Zoning Map Amendment procedures of Sec. 17-13-0300. Lands included in the T district must be identified with the map symbol "T".

17-6-0303 Allowed Uses.

17-6-0303-A Uses Permitted By-right. Only the following uses are allowed by-right in the T district:

1. Roads,
2. Commuter and freight rail lines and activities directly related to the provision of commuter or freight rail service;
3. Bus ways;
4. Pedestrian and bicycle trails;
5. Minor utilities;
6. Customary and incidental *accessory uses* to any of the uses described above, as determined by the Zoning Administrator.

17-6-0303-B Other Uses. Only those uses listed in Sec. 17-6-0303-A are allowed in the T district. Land within a T district may be put to another use only after rezoning to a base zoning district classification that allows such use, following the Zoning Map Amendment procedures of Sec. 17-13-0300.

17-6-0304 Buildings and Structures. The only permanent buildings or structures allowed in a T district are those directly and customarily related to uses allowed under Sec. 17-6-0303. Buildings in the T district may not exceed a *floor area ratio* of 1.5.

(Added Coun. J. 5-26-04, p. 25275)

17-6-0400 PMD, Planned Manufacturing Districts.

17-6-0401 General.

17-6-0401-A Purpose. The "PMD", *planned manufacturing district* zoning classification is intended to:

1. foster the city's industrial base;
2. maintain the city's diversified economy for the general welfare of its citizens;
3. strengthen existing manufacturing areas that are suitable in size, location and character and which the City Council deems may benefit from designation as a PMD;
4. encourage industrial investment, modernization, and expansion by providing for stable and predictable industrial environments; and
5. help plan and direct programs and initiatives to promote growth and development of the city's industrial employment base.

17-6-0401-B Minimum Land Area. Only areas of 5 or more contiguous acres are eligible for designation as a *planned manufacturing district*.

17-6-0401-C Establishment. PMD zoning may be established only in accordance with the PMD rezoning procedures of Sec. 17-13-0700.

17-6-0401-D District Boundaries. The boundaries of PMD districts must be shown on the Official Zoning Atlas. Detailed legal descriptions must be included in the ordinance establishing the specific PMD.

17-6-0401-E Conflicting Provisions. When any provision of this section conflicts with a comparable provision concerning the same subject matter in another section under this Zoning Ordinance, the provisions of this section will govern.

17-6-0401-F Districts Established. The following *planned manufacturing districts are established:*

1. Reserved
2. P.M.D. 2, Elston Corridor
3. P.M.D. 3, Goose Island
4. P.M.D. 4, Kinzie Corridor
5. P.M.D. 5, Chicago/Halsted Corridor

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6. P.M.D. 6, Lake Calumet
7. P.M.D. 7, Western/Ogden
8. P.M.D. 8, Stockyards
9. P.M.D. 9, Northwest
10. P.M.D. 10, West Pullman
11. P.M.D. 11, Pilsen
12. P.M.D. 12, Harlem
13. P.M.D. 13, Greater Southwest
14. P.M.D. 14, Kennedy
15. P.M.D. 15, Armitage

17-6-0402 Reserved. (Deleted Coun. J. 3-9-05, p. 44391)

17-6-0403 Allowed Uses. Permanent uses and facilities are allowed in PMD districts in accordance with the use table of this section.

17-6-0403-A Permitted Uses. Uses identified with a "P" are permitted by-right in the subject zoning district, subject to compliance with all other applicable standards of this Zoning Ordinance.

17-6-0403-B Special Uses. Uses identified with an "S" may be allowed if reviewed and approved in accordance with the *special use* procedures of Sec. 17-13-0900, subject to compliance with all other applicable standards of this Zoning Ordinance.

17-6-0403-C Prohibited Uses. Uses identified with a "-" are expressly prohibited. Uses that are not listed in the table are also prohibited.

17-6-0403-D Use Standards. The "Use Standard" column of the following Use Table identifies use-specific standards that apply to some uses. Compliance with such standards is required regardless of whether the use is a permitted use (P) or *special use* (S).

17-6-0403-E Planned Developments. Uses identified with a "PD" may be allowed if reviewed and approved in accordance with the *planned development* procedures of Sec. 17-13-0600. Other uses and development activities may also require review and approval as a *planned development* based on their size, height or other threshold criteria. (See the mandatory *planned development* thresholds of Sec. 17-8-0500)

17-6-0403-F Use Table and Standards.

For a printer-friendly PDF version of Table 17-6-0403-F, please click here.

USE GROUP																				
Use Category		**No. 2**	**No. 3**	**No. 4**		**No. 5**	**No. 6**	**No. 7**		**No. 8**		**No. 9**	**No. 10**	**No. 11**		**No. 12**	**No. 13**	**No. 14**	**No. 15**	**Use Standard**
	Specific Use Type			**A**	**B**			**A**	**B**	**A**	**B**			**A**	**B**					
P = permitted by right S = special use approval req'd PD = planned development approval req'd - = not allowed																				
USE GROUP																				
Use Category		**No. 2**	**No. 3**	**No. 4**		**No. 5**	**No. 6**	**No. 7**		**No. 8**		**No. 9**	**No. 10**	**No. 11**		**No. 12**	**No. 13**	**No. 14**	**No. 15**	**Use Standard**
	Specific Use Type			**A**	**B**			**A**	**B**	**A**	**B**			**A**	**B**					
P = permitted by right S = special use approval req'd PD = planned development approval req'd - = not allowed																				
PUBLIC AND CIVIC																				
A. Day Care		-	-	-	S	-	-	-	S	-	S	-	-	-	S	-	-	-	-	§ 17-9-0105.5
B. Detention and Correctional Facilities		-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C. Parks and Recreation (except as more specifically regulated)		S	S	-	-	S	S	S	P	S	S	S	S	S	P	S	S	S	-	
1.	Community Centers, Recreation Buildings and Similar Assembly Use	-	-	-	-	-	-	-	S	-	S	-	-	-	S	-	-	-	-	

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2.	Community Garden	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
D. Postal Service		-	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
E. Public Safety Services		-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
F. Religious Assembly		-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-	-	
G. Utilities and Services, Minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
H. Utilities and Services, Major		P	P	S	S	S	S	S	S	S	S	S	S	P	S	P	P	P	P	
COMMERCIAL																				
I. Animal Services																				
1.	Shelters / Boarding Kennels	P	P	P	P	P	S	S	P	P	P	S	S	P	P	P	P	P	P	
2.	Sales and Grooming	P	P	-	-	-	-	-	P	S	S	-	-	-	P	-	-	-	-	
3.	Veterinary	P	P	-	-	-	S	-	P	S	P	S	S	S	P	S	S	-	P	
4.	Stables	P	P	P	P	P	S	S	S	P	S	S	S	P	S	-	-	-	P	
J. Artist Work Space		-	P	-	-	-	-	-	P	P	P	-	-	P	P	S	S	-	-	§ 17-6-0403-G.1
K. Building Maintenance Services		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
L. Business Support Services																				
1.	Copying and Reproduction	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-6-0403-G.2
2.	Business/Trade school	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
3.	Day Labor Employment Agency	S	S	S	S	S	S	S	P	S	P	S	S	S	P	S	S	S	P	
4.	Employment Agencies	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
M. Urban Farm																				
1.	Indoor Operation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-9-0103.3 § 17-6-0403-G.3
2.	Outdoor Operation	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	§ 17-9-0103.3 § 17-6-0403-G.3
3.	Rooftop Operation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-9-0103.3 § 17-6-0403-G.3
N. Communication Service Establishments		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
O. Construction Sales and Service																				
1.	Building Material Sales	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-6-0403-G.4

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2.	Contractor/ Construction Storage Yard	-	-	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	
P. Drive-Through Facility		-	-	-	-	-	-	-	S	S	S	S	-	S	S	-	-	S	-	§ 17-9-0106
Q. Eating and Drinking Establishments																				
1.	Restaurant, Limited	P	P	P	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	§ 17-6-0403-G.5
2.	Restaurant, General	P	P	P	P	P	P	P	P	P	S	P	P	P	P	P	P	P	-	§ 17-6-0403-G.5
3.	Tavern	P	P	-	P	P	P	P	P	S	S	P	P	P	P	P	P	-	-	§ 17-6-0403-G.5
R. Entertainment and Spectator Sports																				
1.	Small Venue	P	S	-	S	S	-	-	P	-	S	S	-	-	P	-	-	-	-	
2.	Medium Venue	-	-	-	S	S	-	-	P	-	S	-	-	P	P	-	-	-	-	
3.	Wagering Facility	-	-	P/S	P/S	P/S	-	P/S	P/S	P/S	-	P/S	-	P/S	P/S	-	-	-	-	§ 17-9-0110
4.	Industrial Private Event Venue including incidental liquor sales	-	P	-	P	-	-	-	-	P*	P*	-	-	P	P	-	-	-	-	§ 17-9-0130
*** Editor's note –** Coun. J. 2-10-16, p. 18766, § 13, did not distinguish between No. 8 "A" and No. 8 "B"; "P" inserted in both columns at the discretion of the Code editor.																				
S. Financial Services (except as more specifically regulated)		P	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	§ 17-6-0403-G.6
1.	Consumer Loan Establishment	-	-	-	-	-	-	-	P	-	S	-	-	-	P	-	-	-	-	
2.	Payday/Title Secured Loan Store	-	-	-	-	-	-	-	S	-	S	-	-	-	S	-	-	-	-	§ 17-9-0125
3.	Pawn Shop	-	-	-	-	-	-	-	S	-	S	-	-	-	S	-	-	-	-	§ 17-9-0127
T. Food and Beverage Retail Sales		P	P	-	P	-	P	P	P	P	P	P	-	P	P	-	-	-	-	§ 17-6-0403-G.7
U. Gas Stations		S	S	-	S	S	P	P	S	S	S	S	S	S	S	S	S	-	S	§ 17-9-0109
V. Medical Service		P	P	-	P	P	-	S	P	P	P	S	S	P	P	P	P	-	P	§ 17-6-0403-G.8
W. Office (except as more specifically regulated)		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-6-0403-G.9 § 17-6-0403-G.16
1.	Electronic Data Storage Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
X. Parking, Non-Accessory		P	P	S	P	P	P	P	P	S	P	P	S	P	P	P	P	-	P	
Y. Personal Service		-	P	-	P	P	P	P	P	P	S	P	P	P	P	P	P	-	-	§ 17-6-0403-G.10
Z. Repair or Laundry Service, Consumer		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	§ 17-6-0403-G.11
AA. Residential Storage Warehouse		-	-	-	-	-	P	P	P	P	P	P	-	S	P	P	P	P	P	
BB. Retail Sales, General		P	P	P	P	P	P	P	P	S	S	P	P	P	P	S	S	P/S	P	§ 17-6-0403-G.12
CC. Sports and Recreation, Participant		S	S	S	S	S	-	S	P	-	S	-	P	-	P	-	-	P	-	

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1.	Shooting Range Facility	S	S	-	S	S	-	S	S	-	S	-	S	-	S	-	-	S	-	
DD. [Reserved]																				
EE. Vehicle Sales and Service																				
1.	Auto Supply/Accessory Sales	-	-	-	-	-	-	-	P	-	S	-	-	-	P	-	-	-	-	§ 17-6-0403-G.13
2.	Car Wash or Cleaning Service	-	-	S	S	S	S	S	P	S	P	S	S	S	P	S	S	-	S	
3.	Heavy Equipment Sales/ Rental	-	-	S	S	P	P	P	P	P	S	P	P	P	P	P	P	P	-	§ 17-9-0107
4.	Light Equipment Sales/Rental (e.g., auto, motorcycle and boat sales)	PD	-	-	-	-	-	-	P	-	P	-	-	P	P	-	-	P	-	§ 17-9-0107
5.	Motor Vehicle Repair Shop, not including body work, painting or commercial vehicle repairs	P	P	P	P	P	P	P	P	S	P	P	P	P	P	P	P	-	P	
6.	Motor Vehicle Repair Shop, may include body work, painting or commercial vehicle repairs	P	P	P	S	P	P	P	P	P	S	P	-	P	P	P	P	P	P	
7.	Vehicle Storage and Towing	P	P	P	P	P	P	P	S	S	S	P	S	P	S	P	P	-	P	
8.	RVs or Boat Storage	-	-	P	P	P	-	P	S	S	S	P	-	P	S	P	P	-	P	§ 17-6-0403-G.14
INDUSTRIAL																				
FF. Manufacturing, Production and Industrial Service																				
1.	Artisan (on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
2.	Limited (manufacturing of finished parts or products, primarily from previously prepared materials)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
3.	General (all manufacturing – except intensive manufacturing – of finished or unfinished products, primarily from extracted or raw materials, or recycled or secondary materials, or bulk	P	P	P	P	P	P	P	-	P	P	P	P	P	-	P	P	P	P	

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	storage and handling of such products)																			
4.	Intensive (manufacturing of acetylene, cement lime, gypsum or plaster-of-paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive materials)	P	-	-	-	-	P	-	-	P	-	-	-	P	-	P	P	P	-	§ 17-6-0403-G.15 & § 17-9-0117
GG. [Reserved]		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HH. Recycling Facilities																				
1.	Class I	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
2.	Class II	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	
3.	Class III	-	-	S	-	S	S	S	-	S	-	S	-	S	-	P	P	P	-	§ 17-9-0117
4.	Class IVA	-	-	S	-	S	S	S	-	S	-	S	S	S	-	S	-	S		§ 17-9-0117
5.	Class IVB	-	-	S	-	-	S	-	-	S	-	S	S	S	-	S	-	S		§ 17-9-0117
6.	Class V	-	-	S	-	-	S	-	-	S	-	S	S	S	-	-	S	-	-	§ 17-9-0117
II. Warehouse and Freight Movement (except as more specifically regulated)		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-9-0117 & § 17-6-0403-G.17
1.	Container Storage	-	-	-	-	S	S	S	S	S	-	S	S	P	S	S	S	-	-	§ 17-9-0105 & § 17-9-0117
2.	Freight Terminal	-	-	S	-	S	S	S	S	S	-	S	S	P	S	P	P	P	-	§ 17-9-0117
3.	Outdoor Storage or Raw Materials as a Principal Use	-	-	S	-	-	P	-	-	S	-	P	S	P	-	P	P	P	P	§ 17-9-0117
JJ. Waste-Related Use																				
1.	Hazardous Materials Disposal or Storage	-	-	-	-	-	P	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117
2.	Liquid Waste Handling Facilities	-	-	-	-	-	S	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117
3.	Reprocessable Construction / Demolition Material Facility	-	-	-	-	-	S	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117
4.	Resource Recovery Facilities	-	-	-	-	-	S	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117
5.	Transfer Stations	-	-	-	-	-	S	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117

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6.	Modified Transfer Stations	-	-	-	-	-	S	-	-	S	-	S	-	S	-	S	S	S	-	§ 17-9-0117
OTHER																				
KK. Signs, Advertising (Billboards)		-	-	-	-	-	-	P	P	P	-	P	P	S	S	P	P	-	-	
LL. Wireless Communication Facilities																				
1.	Co-located	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 17-9-0118
2.	Free-standing (Towers)	P	P	P	P	P	P	P	S	P	P	P	P	P	S	P	P	P	P	§ 17-9-0118
MM. Coke & Coal Bulk Material		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	§ 17-9-0117-B
NN. Cannabis Business Establishments																				
1.	Cannabis Cultivation Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	§ 17-9-0129
2.	Cannabis Craft Grower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	§ 17-9-0129
3.	Cannabis Infuser	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	§ 17-9-0129
4.	Cannabis Processor	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	§ 17-9-0129
OO. Manganese-bearing Material Operation		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	§ 17-9-0117-D

17-6-0403-G Supplemental Use Standards. In addition to the use standards listed in Sec. 17-9-0100, the following Supplemental Use standards also shall apply where specifically indicated.

1. **Artist Work Space.** Accessory galleries, showrooms and sales spaces shall not be larger than 4,000 square feet. In PMD 8, one accessory dwelling unit for an artist's household may be established within the principal building provided the floor area of the dwelling unit is less than or equal to the floor area of the artist's work space within the building and the dwelling unit is separated from the artist's work space and all other areas of the building in accordance with Section 14B-5-508 .

2. **Business Support Service.** Copying and reproduction services as a principal use shall not be larger than 3,000 square feet, provided:

a. this floor area limit does not apply to projects which reuse an existing building;

b. this floor area limit does not apply in PMD 7B, PMD 8B and PMD 11B.

3. **Urban Farm.** Retail sales are limited to sales of goods produced on site, and sales space shall not occupy more than 3,000 square feet.

4. **Construction Sales and Service.** Building material sales uses shall have a maximum customer accessible retail sales area of not more than 20% of gross floor area, provided this floor area limit does not apply in PMD 7B, PMD 8B and PMD 11B.

5. **Eating and Drinking Establishments.** Eating and drinking establishments shall not be larger than 4,000 square feet and shall not provide entertainment, provided:

a. in PMD 3, PMD 4, PMD 9 and PMD 14 the maximum floor area limit is 8,000 square feet, there is no entertainment restriction, and the Zoning Board of Appeals is authorized to, if approved in accordance with the *special use* procedures of Sec. 17-13-0900, (i) increase the maximum floor area to 12,000 square feet and (ii) allow an *outdoor patio*.

b. these floor area and entertainment limits do not apply in PMD 2, PMD 7B, PMD 8B and PMD 11B.

6. **Financial Service.** Financial service uses shall not be larger than 3,000 square feet, provided:

a. this maximum floor area limit is 6,000 square feet in PMD 9 on lots abutting West North Avenue;

b. this floor area limit does not apply in PMD 7B, PMD 8B and PMD 11B.

7. **Food and Beverage Retail Sales.** Food and beverage retail sales uses shall not be larger than 3,000 square feet, provided:

a. this maximum floor area limit is 8,000 square feet in PMD 3;

b. this maximum floor area limit is 6,000 square feet in PMD 8 on lots abutting South Halsted Street north of Pershing Road;

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c. this floor area limit does not apply in PMD 4B, PMD 7B, PMD 8B and PMD 11B.

8. **Medical Service.** Medical service uses shall not be larger than 9,000 square feet, provided:

a. this floor area limit does not apply to projects which reuse an existing building;

b. this floor area limit does not apply in PMD 7B, PMD 8B and PMD 11B.

9. **Office.** Office uses shall not be larger than 9,000 square feet, provided:

a. this floor area limit does not apply to projects which reuse an existing building or are accessory to an allowed industrial use;

b. this floor area limit does not apply in PMD 2, PMD 3 and PMD 5;

c. this floor area limit does not apply in PMD 4A, on lots abutting North Ashland Avenue if reviewed and approved in accordance with the special use procedures of Sec. 17-13-0900;

d. this floor area limit does not apply in PMD 4B, PMD 7B, PMD 8B and PMD 11B.

10. **Personal Service.** Personal service uses shall not be larger than 3,000 square feet, provided:

a. the floor area limit is 8,000 square feet in PMD 3 and PMD 4B;

b. the floor area limit does not apply in PMD 7B, PMD 8B and PMD 11B.

11. **Repair or Laundry Service, Consumer.** Consumer repair or laundry service uses shall not be larger than 3,000 square feet, provided this floor area limit does not apply in PMD 4B, PMD 7B, PMD 8B and PMD 11B.

12. **Retail Sales, General.** General retail sales are limited to incidental sales of goods produced on site, and retail space shall not occupy more than 3,000 square feet or 20% of the total gross floor area, whichever is less, provided:

a. this on-site production limit shall not apply in PMD 4B, and the Zoning Board of Appeals is authorized to increase the maximum floor area limit if reviewed and approved in accordance with the *special use* procedures of Sec. 17-13-0900;

b. this on-site production and floor area limit does not apply in PMD 7B, PMD 8B, and PMD 11B;

c. this on-site production and floor area limit does not apply in PMD 14 if reviewed and approved in accordance with the *special use* procedures of Sec. 17-13-0900.

13. **Auto Supply/Accessory Sales.** Auto supply/accessory sales uses shall not be larger than 3,000 square feet, provided this floor area limit does not apply in PMD 7B, PMD 8B and PMD.

14. **RVs or Boat Storage.** In PMD 6, boat storage is permitted only on sites of 10 acres or more located on the Calumet River north of East 100th Street.

15. **Manufacturing, Production and Industrial Service.** In PMD 2, intensive manufacturing, production and industrial service uses are limited to asphalt plants and concrete plants only.

16. **Incidental Commercial Use.** Office buildings located on lots abutting North Ashland Avenue in PMD 4A may have incidental commercial use tenants if reviewed and approved in accordance with the *special use* procedures of Sec. 17-13-0900, provided the incidental commercial uses:

a. are located on the ground floor of the building;

b. are clearly incidental and subordinate to the office use;

c. occupy no more than 25%, in the aggregate, of the gross floor area of the ground floor of the building;

d. are limited to the following use categories:

i. Building Maintenance Services

ii. Business Support Services

iii. Day Care

iv. Financial Services (bank, savings bank, savings and loan association, currency exchange, and credit union use types only)

v. Food and Beverage Retail Sales (no liquor or live poultry sales)

vi. Medical Service

vii. Personal Service

viii. Repair or Laundry Service, Consumer

ix. Retail Sales, General

17. **Fulfillment Centers.** Warehouses may include the distribution of retail products, both general and food and beverage, directly to the consumer through third-party delivery, provided there is no customer-accessible sales area on site. Such products do not have to be produced

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on site.

17-6-0404 Nonconforming Uses. *Nonconforming uses* may be replaced only with *allowed uses*.

17-6-0405 Development Standards.

17-6-0405-A Regulations Along R District Boundaries. Setbacks must be provided in accordance with the standards of Sec. 17-5-0405 and Sec. 17-5-0600.

17-6-0405-B Sign Standards. Development in all PMD districts must comply with the *sign* standards applicable to M districts (see Chapter 17-12).

17-6-0405-C Off-street Parking. Development in all PMD districts must comply with the off-street standards applicable to M1, M2 and M3 districts (See Sec. 17-5-0206 and Chapter 17-10). When no off-street parking standard for a PMD use is established in Sec. 17-5-0206, a parking standard must be established in accordance with Sec. 17-10-0406)

17-6-0405-D Off-street Loading. Development in all PMD districts must comply with the off-street loading standards of Sec. 17-10-1100.

17-6-0405-E Floor Area Ratio. All development in PMDs is subject to the following maximum *floor area ratio* standards:

District	Maximum Floor Area Ratio
District	Maximum Floor Area Ratio
P.M.D. No. 2	3.0
P.M.D. No. 3	3.0
P.M.D. No. 4	3.0
P.M.D. No. 5	5.0
P.M.D. No. 6	3.0
P.M.D. No. 7	3.0
P.M.D. No. 8	3.0
P.M.D. No. 9	3.0
P.M.D. No. 10	3.0
P.M.D. No. 11	3.0
P.M.D. No. 12	2.2
P.M.D. No. 13	2.2
P.M.D. No. 14	2.2
P.M.D. No. 15	3.0

(See Sec. 17-17-0305 for rules governing the measurement of *floor area ratio*.)

17-6-0406 Indoor/Outdoor Operations. Within 300 feet of any R district, all business, servicing, *processing* and product assembly must take place within a *completely enclosed building*.

17-6-0407 Indoor/Outdoor Storage. Within 300 feet of any R district, all storage of goods and materials, except *motor vehicles*, must take place within a *completely enclosed building* or be effectively screened from view by a solid fence or wall (including solid entrance and exit gates) at least 8 feet in height.

(Added Coun. J. 5-26-04, p. 25275; Amend Coun. J. 5-26-04, p. 25277, 25287, 25299; Amend Coun. J. 1-11-05, p. 41231; Amend Coun. J. 3-9-05, p. 44391; Amend Coun. J. 7-27-05, p. 54238; Amend Coun. J. 9-14-05, p. 55912; Amend Coun. J. 9-14-05, p. 55914; Amend Coun. J. 11-1-05, p. 60274; Amend Coun. J. 11-30-05, p. 62719; Amend Coun. J. 11-30-05, p. 62732; Amend Coun. J. 1-11-06, p. 67927; Amend Coun. J. 9-13-06, p. 84870, § 2; Amend Coun. J. 9-27-07, p. 10279, §§ 2 – 4; Amend Coun. J. 4-9-08, p. 24657, § 7; Amend Coun. J. 1-13-09, p. 54380, § 4; Amend Coun. J. 2-11-09, p. 55336, § 4; Amend Coun. J. 5-12-10, p. 92107, § 1; Amend Coun. J. 5-12-10, p. 92109, § 1; Amend Coun. J. 2-9-11, p. 112149, § 23; Amend Coun. J. 6-8-11, p. 1725, § 4*; Amend Coun. J. 9-8-11, p. 7541, § 7; Amend Coun. J. 1-17-13, p. 45622, § 1; Amend Coun. J. 2-13-13, 47141, § 1; Amend Coun. J. 6-5-13, p. 55448, § 1; Amend Coun. J. 7-24-13, p. 58321, § 1; Amend Coun. J. 7-24-13, p. 58324, § 1; Amend Coun. J. 12-11-13, p. 71898, § 1; Amend Coun. J. 1-15-14, p. 73271, § 1; Amend Coun. J. 2-5-14, p. 74738, § 1; Amend Coun. J. 4-30-14, p. 80394, § 6; Amend Coun. J. 7-30-14, p. 86194, § 5; Amend Coun. J. 9-10-14, p. 88538, § 1; Amend Coun. J. 10-8-14, p. 93150, § 1; Amend Coun. J. 11-5-14, p. 96205, § 3; Amend Coun. J. 1-21-15, p. 102086, § 1; Amend Coun. J. 2-10-16, p. 18766, § 13; Amend Coun. J. 5-18-16, p. 25018, § 1; Amend Coun. J. 9-14-16, p. 31756, § 1; Amend Coun. J. 3-29-17, p. 45475, § 1; Amend Coun. J. 5-24-17, p. 50364, § 2; Amend Coun. J. 7-26-17, p. 53898, § 6; Amend Coun. J. 11-21-17, p. 62501, § 3; Amend Coun. J. 3-28-18, p. 74512, § 6; Amend Coun. J. 6-27-18, p. 80808, § 1; Amend Coun. J. 9-20-18, p. 84908, § 1; Amend Coun. J. 3-13-19, p. 97359, § 2; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 108; Amend Coun. J. 4-10-19, p. 100807, § 1; Amend Coun. J. 9-18-19, p. 6224, §§ 2, 3; Amend Coun. J. 10-16-19, p. 7854, § 4; Amend Coun. J. 10-7-20, p. 21791, Art. VII, § 26; Amend Coun. J. 2-26-21, p. 28054, § 1; Amend Coun. J. 3-24-21, p. 29065, § 6; Amend Coun. J. 11-17-21, p. 41637, § 1; Amend Coun. J. 12-15-21, p. 42922, § 10; Amend Coun. J. 5-25-22, p. 48249, § 1; Amend Coun. J. 6-22-22, p. 49379, § 1; Amend Coun. J. 2-21-24, p. 9667, § 1; Amend Coun. J. 3-20-24, p. 10438, § 1; Amend Coun. J. 1-15-25, p. 23473, § 1)

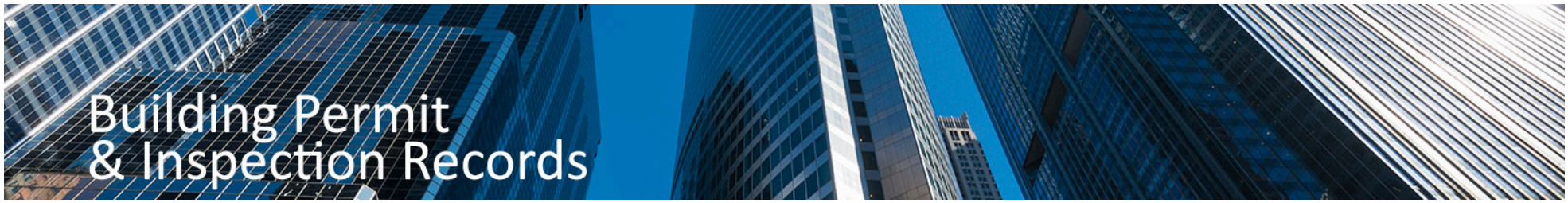
* **Editor's note**– Coun. J. 6-8-11, p. 1725, § 4, mistakenly stated that it amended § 17-6-207. In reality, the ordinance amended this section; however, that amendment has been subsequently repealed.

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Notes

14B-5-508 The hyper-linked material is not part of the Chicago Land Use and Zoning infobase and therefore is not included herein. The material is included in other provisions of the Chicago Municipal Code. The complete Chicago Municipal Code is available for purchase from American Legal Publishing in both print and Folio® versions. Please click here for the appropriate American Legal order form in printable Adobe® PDF format. For additional information, you may visit American Legal's website by clicking here.

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Building Permit and Inspection Records

Disclaimer

The information presented on this website is informational only and does not necessarily reflect the current condition of the building or property. The fact that a permit was issued does not confirm that work was performed, or that work was performed in accordance with that permit and the requirements of the Municipal Code.

Information on inspections and alleged violations reflect conditions found by the inspector at the time of the inspection and not necessarily the current status of those alleged violations or the current condition of the property. The absence of alleged violations on this website does not mean a building or property is in compliance with the requirements of the Municipal Code.

The Department of Buildings may refer certain alleged violations to the City's Department of Law for enforcement proceedings in the Department of Administrative Hearings or the Circuit Court of Cook County. Please contact the Department of Administrative Hearings or the Clerk of the Circuit Court, respectively to obtain records of these proceedings.

ADDRESS: 4700 W LAKE ST

Search within these results:

Exhibit 2

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Inspection # 11833613

VIOLATIONS	BUILDING CODE CITATION	VIOLATION DETAILS
FP2148	SEC. 13-76-120, 15-16-190, 15-16-210, 15-16-220, 15-16-280, 15-16-310 15-16-1150, 15-16-1160 PROVIDE FOR A PERFORMANCE TEST OF YOUR FIRE PUMP, WHICH SHALL BE WITNESSED BY THE BUREAU OF FIRE PREVENTION. SAID PUMP WILL BE IN COMPLIANCE ONLY WHEN IT PRODUCES ITS RATED GALLONS PER MINUTE AND PRESSURE.	

Showing 1 to 1 of 1 entries

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TRUSTEE'S DEED IN TRUST

Reserved for Recorder's Office

Doc#. 1832349159 Fee: $52.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2018 10:51 AM Pg: 1 of 3

Dec ID 20181101628507
ST/CO Stamp 0-252-322-464 ST Tax $850.00 CO Tax $425.00
City Stamp 0-801-968-800

FILED DATE: 7/24/2025 9:01 PM 2022L010246

This indenture made this **12th** day of **November, 2018,** between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the **14th** day of **November, 1977,** and known as Trust Number **41594,** party of the first part, and **CHICAGO TITLE LAND TRUST COMPANY, as trustee under Trust Agreement dated August 14, 2018, and known as Trust No. 8002378806** whose address is: **10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603**
party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of **TEN and no/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in **Cook** County, Illinois, to wit:

FOR THE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A" WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.

Permanent Tax Numbers: 16-10-300-001-0000; 16-10-300-013-0000; 16-10-301-004-0000; 16-10-301-006-0000; 16-10-301-007-0000; 16-10-301-008-0000; 16-10-301-009-0000; 16-10-301-010-0000; 16-10-301-011-0000

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof of said party of the second part.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti or futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be

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obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized to execute and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to those presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY,
as successor trustee as aforesaid

By: _____
Harriet Denisewicz
Assistant Vice President

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State of Illinois)
) **SS**
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this **12th** day of **November, 2018.**

"OFFICIAL SEAL"
CHRISTINE C. YOUNG
Notary Public, State of Illinois
My Commission Expires 06/21/19

_____
NOTARY PUBLIC

PROPERTY ADDRESS:
4714-18 W. Lake Street
Chicago, Illinois 60644

This instrument was prepared by:
Harriet Denisewicz
CHICAGO TITLE LAND TRUST COMPANY
10 South LaSalle Street
Suite 2750
Chicago, IL 60603

AFTER RECORDING, PLEASE MAIL TO:

NAME _____

ADDRESS _____

CITY, STATE _____

SEND TAX BILLS TO:

NAME_____

ADDRESS_____

CITY, STATE_____

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 43 TO 48, BOTH INCLUSIVE, IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 39 TO 42, BOTH INCLUSIVE, IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 34 (EXCEPT THE WEST 20.00 FEET THEREOF) AND ALL OF LOTS 35, 36, 37 AND 38 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 33 (EXCEPT THE WEST 10.00 FEET THEREOF) AND THE WEST 20.00 FEET OF LOT 34 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 32 AND THE WEST 10.00 FEET OF LOT 33 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 31 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 29 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 20, 21, 22, 23 AND 24 IN RESUBDIVISION OF BLOCK 8 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 1 AND 2, IN THE RESUBDIVISION OF BLOCK 8 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Exhibit 4

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DO NOT TOUCH
ART INSTALLATION

49000201
HW

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Initials: BB KM
Brad Behmer Kenneth Mayle

COMMERCIAL LEASE
4714A West Lake Street

This Lease Agreement (this "Lease") is dated as of September 17th, 2021, by and between GP Opportunity Fund LLC ("Landlord"), and Brad Behmer ("Tenant") with Kenneth Mayle as a personal guarantor ("Guarantor"). The parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 13,000 sqft industrial unit at 4714A W Lake St (the southern half of PIN 16-10-301-011) in Chicago, IL 60644 (the "Premises").

2. USE OF PREMISES. Tenant agrees that it shall use the Premises for business offices, storage of materials and equipment, and manufacturing of home decor and other artistic objects. Tenant represents and warrants that the foregoing use of the Premises is allowed by all applicable laws, codes and ordinances.

3. TERM. The lease term will begin on October 1st, 2021 and will terminate on September 31st, 2026.

4. LEASE PAYMENTS. *Tenant shall pay Landlord lease payments of $7,150.00, payable in advance, on* the first of each month. Lease payments shall be made to the Landlord at 1667 N Bissell St 3, Chicago, Illinois 60614.

A. PAYMENT OF MONTHLY RENT. During the term of this Lease and any extension therefor, Tenant agrees to pay Landlord on or before the 1st of each full calendar month during the term hereof. Rent for any period during the term which is less than one full month shall be a prorated portion of the monthly rent based on the total number of days in the month being prorated. Said rent shall be paid to the Landlord, without deduction or offset (except as otherwise provided herein or at law or in equity) and without notice or demand at the Landlord's address or to such person or at such address. The monthly rent shall commence on the commencement date of the term.

B. LATE FEES. Tenant recognizes that the late payment of monthly rent will result in administrative expense to Landlord, the extent of which additional expense is difficult and economically impractical to ascertain. Tenant therefore agrees that if the monthly rent has not been paid by the 5th day of the month, such unpaid amount shall be increased by a late charge in the amount of $100.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

6. INSURANCE. During the term of the lease and extension thereof, Tenant agrees to maintain at its own expense liability and property insurance.

Exhibit 6

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A. LIABILITY. Tenant shall procure and maintain comprehensive public liability insurance to insure Tenant and Landlord against any liability arising out of Tenant's use of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than $1,000,000 for injury or death to one person in any one accident or occurrence and not less than $3,000,000 in aggregate liability coverage. Such insurance shall insure Tenant and Landlord against any liability for property damage of at least $1,000,000. If the Tenant shall fail to procure and maintain said insurance, and such failure shall continue beyond all applicable notice and cure periods, the Landlord shall have the right, but shall not be required to procure and maintain the same, at the expense of the Tenant.

B. PROPERTY. Tenant shall procure and maintain property damage insurance covering loss or damage to Landlord's property located in the Premises, in the amount of full replacement value thereto, against all perils including within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks).

C. CLAIMS. Tenant agrees that any claim against the Landlord for any loss, damage or injury to property which is covered by insurance carried by Tenant.

7. EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

8. ALTERATIONS ADDITIONS AND IMPROVEMENTS. No alteration, addition or improvement to the demised premises shall be made by Tenant without the prior written consent of the Landlord, whose consent will not be unreasonably withheld or delayed. Any permanently affixed alteration, addition or improvement made by Tenant after such consent shall have been given, and any permanently affixed fixtures installed as part of thereof, shall at Landlord's option, become part of the real estate upon expiration or other sooner termination of this Lease. Landlord shall have the right, up thirty (30) days prior to written notice to Tenant but not later than the expiration or termination of the term, to require the Tenant to remove such fixtures at Tenant's cost and expense at termination of this Lease and restore the Premises to the condition prior to attachment and repair any damage. If Tenant fails to remove such fixture, restore the Premises to condition prior to attachment and repair any damage, Landlord may do so and Tenant shall be responsible for the cost thereof.

9. MAINTENANCE REPAIRS AND REPLACEMENTS. Tenant and Landlord shall share in the maintenance of the premises. However if it is found that any damage is caused by Tenant and such damage is not covered by insurance carried by Tenant, the Tenant will be responsible for all replacements or repairs.

A. TENANT. Tenant shall maintain repair or replace the interior space of the unit, including all plumbing fixtures, lighting fixtures, mezzanine furnace, mezzanine air conditioner, hot water heaters, wall surfaces, floors, garage door and any alterations, additions or improvements.

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B. LANDLORD. Landlord shall maintain repair or replace, with exception to Tenant caused damages, the exterior of the premises, including roof, exterior walls, and access to utility services water, gas and electricity. Landlord shall provide snow removal, limited to the sidewalk area along Lake Street in front of the Premises.

10. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

A. REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

B. PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease Payments.

11. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall deposit with the Landlord a security deposit in the amount of $42,900, equal to six months rent. The security deposit shall be held by the Landlord as security for the faithful performance of the Lease of all terms, covenants and conditions. In the event of any default on part of the Tenant that continues beyond all applicable notice and cure periods, the Landlord shall have the right to apply such security deposit or any portion thereof to cure such default. In the event the security deposit is reduced by reason of such application, then within five (5) days after written notice to Tenant, Tenant shall deposit with the Landlord such amount as may be necessary to restore the security deposit to its original amount.

12. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

13. COSTS AND EXPENSES OF ENFORCING LEASE. The defaulting party hereunder shall pay upon demand the defaulting party's costs, charges and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in successfully enforcing any of the obligations of the defaulting party under this Lease or in any litigation, negotiation or transaction in which the non-defaulting party, without fault, becomes involved through or on account of this Lease.

14. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be

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unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

16. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

17. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

18. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

19. LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics or materialmans liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

20. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

21. JURY WAIVER. In the event a dispute or litigation arises, the Tenant agrees to waive its rights to a trial by jury.

22. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

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23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

GP Opportunity Fund LLC
1667 N Bissell St 3
Chicago, Illinois 60614

TENANT:

30 Degrees Design LLC
1034 N Karlov Ave
Chicago, IL 60651

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

24. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Illinois.

25. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

26. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

27. ENFORCEMENT. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

28. BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

29. MISCELLANEOUS.

A. UTILITIES. Tenant shall pay for all of its own gas, electric, water, internet, garbage and other utilities and services supplied to the Premises.

B. LIGHTING. Landlord will present the Tenant with replacement lighting no later than November 1st, 2021.

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Initials: BB KM
Brad Behmer Kenneth Mayle

C. PRE-PAYMENT REQUIREMENT. Tenant agrees, prior to the Lease commencement, to pre-pay 18 months of rent.

D. CRYPTO CURRENCY. Tenant has the option to make any rent payment with crypto currency Bitcoin, via Bryon Finke as a Bitcoin to USD exchange.

E. AGREEMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned hereon. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

LANDLORD:

Bryon Finke
Owner, GP Opportunity Fund LLC

10-1-21
Date

TENANT:

Brad Behmer
President, 30 Degree Design LLC

10.2.21
Date

PERSONAL GUARANTEES:

The undersigned, jointly and severally, hereby agree to personally guarantee each and every provision of this Lease for its duration.

Brad Behmer

10.2.21
Date

Kenneth Mayle

10/1/2021
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dimond Bros. Insurance, LLC 301 N. Schuyler Ave. Kankakee IL 60901	**CONTACT NAME:** Debbie Metschuleit **PHONE (A/C, No, Ext):** (815) 932-6791 **FAX (A/C, No):** (815) 933-5921 **E-MAIL ADDRESS:** debbie.metschuleit@dimondbros.com
INSURED 30 Degree Design, LLC 1034 N Karlov Ave. Chicago IL 60651	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Acuity A Mutual Insurance Company 14184 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2J6LK9	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2J6LK9	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 4714 W Lake St., Chicago, IL. 60644.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Chicago Fire Department
Incident Report

Incident Reviewed By

Reviewer	18696 - PLESCIA FRANK V. Battalion Chief
Date	02/12/2023

Incident

Incident #	23-037-1478-00
Status	Closed
Incident Date/Time	02/06/2023 14:18:31
Incident Type	111 - Building fire
Box#	121454
Platoon	2
Address	4714 W LAKE ST
Ward	28
Shift	2
Alarms	2
District	E117
Action Taken1	11 - Extinguishment by fire service personnel
Property Use	700 - Manufacturing, processing

Resources

Unit Responsible for Report: BC18

Unit Type	92 - Chief officer car
Action Taken1	81 - Incident command
Action Taken2	813 - Operated/Assigned as Sector Chief
Dispatch Date/Time	02/06/2023 14:19:05
Enroute Date/Time	02/06/2023 14:20:00
Arrival Date/Time	02/06/2023 14:29:42
Unit Report By	18696

Persons Involved

Name	Name unavailable
Involvement	Person / Business that OCCUPIES area where incident occured
Buildings Involved	1
On Site Material1	611 - Industrial machinery

Exhibit 8

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On Site Material Storage Use1	2 - Processing or manufacturing
Area Of Origin	UU - Undetermined
Heat Source	UU - Undetermined
Item First Ignited	UU - Undetermined
Cause of Ignition	U - Cause undetermined after investigation
Factor Contributing To Ignition1	UU - Undetermined
Human Factor	None
Suppression Factor	None
Equipment Involved Type	UUU - Undetermined
Equipment Involved Power	UU - Undetermined
Equipment Involved Portability	2 - Stationary
Mobile Property Involved	None

Structure

Structure Type	1 - Enclosed building
Building Status	2 - In normal use
Floors Above Grade	1
Floors Belows Grade	0
Building Length	150
Building Width	250
Story of Fire Origin	1
Fire Spread	4 - Confined to building of origin
Flame Spread Item	17 - Structural member or framing
Flame Spread Material	63 - Sawn wood, including all finished lumber
Building Type	3 - Ordinary Unprotected
Detector Presence	N - None present
AES Presence	N - None Present

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Gmail **Kenneth Mayle <ken.mayle@gmail.com>**

Insurance policy question 4714 West Lake Insurability

Don A. Devereaux <don.devereaux@dimondbros.com> Tue, Jul 15, 2025 at 11:52 AM
To: "Debbie A. Metschuleit" <debbie.metschuleit@dimondbros.com>
Cc: Tracy Ruff <tracy.ruff@dimondbros.com>, Lindsay Burton <lindsay.burton@dimondbros.com>, "ken.mayle@gmail.com" <ken.mayle@gmail.com>

Ken,

Here is the response from my underwriter:

Good Morning Don,

Thank you for your inquiry! Loss control reports are propriety information and unfortunately cannot be shared with agents or insureds. Sorry I cannot be of more help!

Best,

Madisen Molter

Senior Commercial Lines Underwriter

But below is what my underwriter back then sent over to me: 11/8/2021

I've left a few messages over the last couple weeks on the loss control findings for 30 Degree Designs to discuss the concerns that I have. The report came back with information that I was not expecting and I was hoping to discuss it over a phone call, however I don't want to postpone reaching out about my concerns any longer.

The biggest concern is that the insured is looking to sublet a large portion of the building to other craftsman/artists, and one of the companies that the insured mentioned they might sublet to eventually is a blacksmith. Outside of that the notes show that the building has been poorly maintained and it could not be confirmed if the sprinkler system is operational. The exterior of the building also shows signs of deterioration. The insured is not looking to purchase the building and has no control over repairs or maintenance of the property.

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Unfortunately I am not comfortable staying on the risk, the findings are unexpected and with having no control over who the insured is subletting to and the condition of the building I will have to mid-term cancel. I'm sorry for the bad news on this one.

Thanks,

Hannah Favret

Senior Commercial Lines Underwriter

Sorry I could not be of more help Ken. Good Luck Sir!

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Donald A. Devereaux, Jr., PHR, CEBS
Sales Executive
NPN #2339446

don.devereaux@dimondbros.com
815.932.6791 ext. 2005
815.703.8132
815.933.5921
301 N. Schuyler Ave., Kankakee, IL 60901

Dimond Bros. INSURANCE

Dimond Bros. Insurance, LLC
CA License #0J05868
IL License #100659850
IN License #931676
WI License #100191702

Additional state license information available on request.

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Please note that leaving a message in email or voicemail does not constitute the binding of coverage and you must speak with an Agency Representative.

From: Debbie A. Metschuleit <debbie.metschuleit@dimondbros.com>
Sent: Monday, July 14, 2025 4:57 PM
To: Don A. Devereaux <don.devereaux@dimondbros.com>
Cc: Tracy Ruff <tracy.ruff@dimondbros.com>; Lindsay Burton <lindsay.burton@dimondbros.com>; ken.mayle@gmail.com

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