



## MEETING AGENDA

Due to the ongoing public health emergency, and based on the authority provided by Executive Order 2020-07, issued by Governor Pritzker on March 16, 2020, as most recently extended by Executive Order 2020-33, dated April 30, 2020, and Executive Order 2020-32, issued by Governor Pritzker on April 30, 2020, limiting public gatherings and suspending the Open Meetings Act physical presence requirement, this meeting will be conducted electronically. The meeting will still be broadcast live on Channel 6 and the Village website.

Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at [cbruton@villageofhinsdale.org](mailto:cbruton@villageofhinsdale.org). Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, public comment may also be made by phoning into the meeting at 312.667.4792 Conference Code 581537. If you have questions regarding communication to the Board during the meeting, please contact Assistant Village Manager/Director of Public Safety Brad Bloom at 630.789.7007.

### **ZONING BOARD OF APPEALS WEDNESDAY, June 17, 2020 6:30 P.M.**

**This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website**  
*(Tentative and Subject to Change)*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
  - a) Meeting of May 20, 2020
- 4. APPROVAL OF FINAL DECISIONS**
  - a) V-01-20, 32 Blaine
- 5. RECEIPT OF APPEARANCES – None**
- 6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE**
- 7. PRE-HEARING AND AGENDA SETTING**
  - a) V-04-20, 318 South Garfield Street
- 8. PUBLIC HEARING**
  - a) V-03-20, 329 East Sixth Street *(This hearing has been postponed at the request of the applicant.)*



## MEETING AGENDA

### 9. NEW BUSINESS

### 10. OLD BUSINESS

### 11. ADJOURNMENT

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Darrell Langlois, ADA Coordinator at 630-789-7014 or by TDD at **630-789-7022** promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

[www.villageofhinsdale.org](http://www.villageofhinsdale.org)

VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS  
MINUTES OF THE MEETING  
May 20, 2020

1. CALL TO ORDER

The regularly scheduled meeting of the Hinsdale Zoning Board of Appeals (conducted electronically via Zoom) was called to order by Chairman Bob Neiman on Wednesday, May 20, 2020 at 6:36 p.m., roll call was taken.

2. ROLL CALL

**Present by telephone:** Members Gary Moberly, Joseph Alesia, Keith Giltner, Tom Murphy (*arr. 6:38 p.m.*), Kathryn Engel, John Podliska, and Chairman Bob Neiman

**Absent:** None

**Also Present:** Director of Community Development/Building Commissioner Robb McGinnis and Village Clerk Christine Bruton

Chairman Neiman read the following for the record:

"This open meeting of the Zoning Board of Appeals of the Village of Hinsdale is being conducted remotely consistent with Governor Pritzker's Executive Order of March 16, 2020, due to the current State of Emergency in the State of Illinois given the outbreak of the novel coronavirus.

In order to mitigate the transmission of the virus and reduce risk of COVID-19 illness, we have been advised and encouraged by the State to postpone consideration of public business where possible, and where a meeting is necessary, to limit public gatherings, and as such, the Governor's Order suspends the requirement of the Open Meeting Act that members of the public body be physically present. Further, all members of public bodies are allowed and encouraged to participate remotely.

The Order allows public bodies to meet remotely and encourages public bodies to ensure that the public may monitor the meeting."

He also set ground rules to minimize issues for the video conferencing.

3. APPROVAL OF MINUTES

a) Meeting of February 19, 2020

Following changes to the draft minutes, Member Alesia moved to approve the draft minutes of February 19, 2020, as amended. Member Engel seconded the motion.

**AYES:** Members Moberly Alesia, Giltner, Murphy, Engel, Podliska and Chairman Neiman

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

1 **4. APPROVAL OF FINAL DECISIONS – None**

2  
3 **5. RECEIPT OF APPEARANCES – None**

4  
5 **6. RECEIPT OF REQUESTS, MOTIONS, PLEADINGS, OR REQUESTS TO MAKE**  
6 **PUBLIC COMMENT OF A GENERAL NATURE – None**

7  
8 **7. PUBLIC HEARING**

9 **a) V-01-20, 32 Blaine**

10 Mr. Tom Hawbecker applicant and owner of 32 Blaine, addressed the Board and  
11 explained that they acquired the building in October 2019, with the intent to use it  
12 as a law office for two attorneys and one paralegal. This property was used as a  
13 law office before, but under the home occupation provision of the code. They are  
14 making the necessary changes to get their Certificate of Occupancy (CO) as a  
15 non-home occupation law office. Parking is the main issue. He explained that  
16 properties are residential in character in this area. They intend to maintain the  
17 style of the original structure, while making the necessary code changes. They  
18 will add interior stairwells, two means of ingress and egress, and expand the  
19 existing dormers to accommodate these additions. There is a handicap accessible  
20 ramp in the rear of the house. They will rebuild the front porch, install a new  
21 stairwell in the rear of the building, and pave the parking area. The parking area  
22 only allows for seven spaces, including one ADA compliant spot. In the end, every  
23 single structure in O-1 District cannot meet parking requirements of the code. As  
24 parking congestion was a concern of the Board at prehearing, he elaborated there  
25 are seven parking spaces on site, one of which is a handicap spot. They will house  
26 the estate planning portion of their business at this location and are confident this  
27 is ample parking. However, there is additional parking on Blaine and they are only  
28 a block away from the new parking deck.

29 Chairman Neiman asked Mr. Hawbecker to review all the approving criteria one by  
30 one and explain why this application meets the criteria.

31  
32 *(The court reporter administered the oath, Mr. Hawbecker confirmed his previous*  
33 *testimony was the truth.)*

34  
35 Mr. Hawbecker explained the home was built in the early 1900's, this is the existing  
36 structure on the existing lot; all homes in the area are similar. There is no  
37 detriment, as it has been the same for the last 100 years. The proposed  
38 improvements will not impair light or air in the area. It will not increase congestion,  
39 there is parking on the property. They will install a French drain to improve water  
40 drainage in the area, but not increase the footprint of the existing building. It will  
41 not endanger health or safety. The proposed updates will create a positive visual  
42 impact for the area. They have met with the Plan Commission and received  
43 unanimous approval from them. He added it is impossible to meet code  
44 requirements and keep the O-1 classification intact. He referenced one of the  
45 drawings in the packet that illustrates where the parking spaces will be located.  
46 Member Engel stated she is familiar with the subject property, and the applicant's  
47 other offices. She does not believe they are seeking special privilege, and doesn't

1 believe there is any way to make 11 parking spaces available. She has no  
2 additional questions or concerns. She believes preserving the homes on the street  
3 is good for the Village, and no neighboring residents or businesses have raised  
4 objections. Member Murphy stated he had nothing to add, and agrees with  
5 Member Engel's remarks. Member Alesia confirmed with Mr. Hawbecker that there  
6 have been no neighbor objections. Member Giltner and Member Podliska agree  
7 the applicant has met the standards for approval. Member Moberly said this is a  
8 straightforward request, he had watched the Plan Commission hearing and  
9 supports the request. Chairman Neiman agreed with the other members, and  
10 commented the parking is driven by ADA requirements, and there is plenty of street  
11 parking based on projected activity in the office.

12  
13 Member Engel moved to **close the public hearing for the case known as V-01-**  
14 **20, 32 Blaine.** Member Giltner seconded the motion.

15  
16 **AYES:** Members Moberly Alesia, Giltner, Murphy, Engel, Podliska and Chairman  
17 Neiman

18 **NAYS:** None

19 **ABSTAIN:** None

20 **ABSENT:** None

21  
22 Motion carried.

## 23 24 **DELIBERATIONS**

25  
26 Chairman Neiman opened deliberations on V-01-20, 32 Blaine.

27 Member Murphy moved to **approve the variation request know as V-01-20, 32**  
28 **Blaine, for the reasons previously stated.** Member Giltner seconded the motion.

29  
30 **AYES:** Members Moberly Alesia, Giltner, Murphy, Engel, Podliska and Chairman  
31 Neiman

32 **NAYS:** None

33 **ABSTAIN:** None

34 **ABSENT:** None

35  
36 Motion carried.

## 37 38 **8. PRE-HEARING AND AGENDA SETTING**

### 39 **a) V-03-20, 329 East Sixth Street**

40 Persons participating electronically on this matter introduced themselves: Mr. Neil  
41 Reenan and Mrs. Jen Reenan, Mr. Dave Knecht, contractor, Mr. Michael Abraham  
42 and Mr. Joel Rafferty, architects for the project.

43 Ms. Reenan addressed the Board stating theirs is the Orland P. Basset house  
44 which suffered a significant fire during roof repair two years ago. Since that time  
45 they have been restoring and rebuilding the home. In addition to the main house,  
46 there is a carriage house built in 1898. There are a number of concerning issues  
47 with this structure that need to be addressed. The building encroaches on the  
48 neighboring property line, and it is difficult to access the utility pole. They are

1 asking for a variation to relocate the building within the appropriate boundaries.  
2 There are preservation issues; there is no foundation, the building sits on rotten  
3 railroad ties, and siding and gutter work is necessary. They hope to rebuild it so  
4 it will last 100 more years, but they are reluctant to invest hundreds of thousands  
5 dollars unless they can move it.

6 They have talked to their neighbors to the north, the Duggan's, who have no  
7 reservations about the proposed project. Their neighbors to the west, the  
8 Lauermans, have understandable concerns, however, they are having good  
9 dialogue to address their concerns.

10 Chairman Neiman stated he understands there have been discussions with the  
11 Lauermans, who have submitted a document listing their objections to the project.  
12 He advised that whatever the Reenan's can do to address these concerns before  
13 the hearing would be best. Their main objection is water drainage; he asked does  
14 the existing plan address or minimize the flow of water to the Lauerman property.  
15 It is in the Reenan's best interest to incorporate in detail a drainage solution.

16 Mr. Reenan said the proposal is set up not to increase water flow, and noted the  
17 Lauerman's have an existing drainage issue. A small part of their issue comes  
18 from the existing properties, but their contribution is below the specified 10%. He  
19 said he talked to Mr. Lauerman and said they want to add a drain across the back  
20 of the property to divert water to Elm Street. Mr. Lauerman is trying to collect  
21 money from neighbors to pay for this, and he has explored the idea of a pump on  
22 his property, which the Reenan's have offered to help fund. They would be willing  
23 to make their parking area a permeable surface, and replace the patio with  
24 permeable flagstones. Mrs. Reenan said they are sensitive to Lauerman's  
25 drainage issues, but she understands this is not part of the variation request, and  
26 the structure is within the allowable coverage. Chairman Neiman explained if a  
27 neighbor is going to be affected adversely from the granting of the variance,  
28 several of the criteria to be met imply the Board can't approve the request.  
29 Chairman Neiman again urged the Reenan's to try to resolve the Lauerman's  
30 concerns, and asked if the applicants would be interested in continuing the public  
31 hearing to a later date to firm up the plans that will address their concerns. Mr.  
32 Reenan said he is open to that, but pointed out their experts are saying this will  
33 not create additional water flow to the neighbor's property.

34 Mr. Abraham asked for the Board's concerns with the application, and pointed out  
35 the they are not going to be able to solve the Lauerman's entire problem with  
36 water. Mrs. Reenan pointed out the engineering report indicates the proposed  
37 project does not make their water worse. They are not increasing their runoff. Mr.  
38 Abraham said a comprehensive solution for that area will take a long time and is  
39 a project in and of itself. Mr. Reenan said they want to be good neighbors and  
40 help with a solution.

41 Member Giltner asked if the structure will have the same footprint, are they adding  
42 concrete driveway footage? Mr. Rafferty responded stating the driveway is moved  
43 slightly and a parking pad is added. Mr. Reenan said all those surfaces will be  
44 permeable now, they are building in more cushion to deal with existing problem,  
45 but they are not adding to their drainage issue.

46 Chairman Neiman is glad they are willing to work with the Lauerman's, and it is a  
47 fair point that they are not responsible for drainage solutions for the Lauerman's.  
48

1 Mr. Fred and Mrs. Janet Lauerman confirmed that they were present on the call.

2  
3 Mr. Reenan confirmed that the relocated coach house would be 3' feet closer to  
4 the Lauerman's property, but within the permitted area. Mr. Rafferty illustrated the  
5 utility easement and buffer relative to the Lauerman's property, and pointed out it  
6 is still almost 10' feet of their property.

7 Regarding the Lauerman's concern about privacy because of the location of the  
8 proposed exterior stairway, Mr. Reenan said they explored other options for  
9 locating the stairs. This is the only place that works and allows the stairs to be  
10 within the required setbacks. Otherwise, they would have to move the structure  
11 further south, and the third garage bay would not be accessible. Mr. Duggan, the  
12 other impacted neighbor, was only concerned that the character of the building not  
13 change dramatically. They will plant 6-8 16' feet tall arborvitae along the west lot  
14 line or install a fence to screen the staircase. The Lauerman's letter states they  
15 are concerned about people hanging out on the balcony, but Mr. Reenan said that  
16 is not the intended use, and added that safety requires the stair be located outside  
17 not inside. He believes the trees are a good solution.

18 Regarding the reduction of light, Mr. Reenan reported that the Lauerman's had  
19 invited them to their home to experience the light situation. The Reenan's agreed  
20 to remove two large pine trees and replace them with shorter species to allow more  
21 light. Around the car park area, they plan to plant low growing bushes.

22 Mr. Rafferty said the new foundation will be poured footings and concrete per the  
23 Village code, but will not affect water run-off, because they can store water under  
24 the structure. Discussion followed regarding the height of the structure.

25 Mr. Rafferty said it is slightly higher than the allowable 15' feet, the pitch of the  
26 roof is steep and matches that of the house. Further, this is dictated by the grade  
27 of the property, if the garage were lowered it would likely increase water flow to  
28 the west.

29 Mr. Abraham explained, relative to the water conversation, they can excavate all  
30 the soil, and backfill with stone, making the three-car garage foundation area  
31 compensatory storage for water. He said this will not cure Lauerman's water  
32 problem, and this is not in the current plan, but will pursue this in the natural course  
33 of discussion. No additional variance is required to do this.

34 It was confirmed that this variation approval is a recommendation only to the  
35 Village Board.

36 Mr. Fred Lauerman addressed the Board and talked about the water problem. He  
37 thinks storing water under the garage is a good idea, and that a permeable patio  
38 and parking area is also good. He said they can also do some grading on their  
39 property. Regarding light, removing the trees will help, but moving the building 4'  
40 feet closer will take away light.

41 He mentioned a potential increase of traffic to the front door on the west side of  
42 the garage, and he thinks it's possible to install an internal staircase. He agreed  
43 there have been good discussions with the Reenan's, and he appreciates their  
44 willingness to accommodate some of their needs.

45 Mrs. Janet Lauerman said she echoes her husband's comments, and agrees the  
46 meetings have been friendly so far. She said they purchased their home 33 years  
47 ago, and the water problems started happening 10 years ago as patios and

1 swimming pools have been going in the area. She said she feels they are bearing  
2 the hardship of this proposed project.

3  
4 There was no one else on the telephone wishing to speak. Chairman Neiman  
5 scheduled the public hearing for June. He asked Mr. McGinnis to provide the  
6 procedural rules for time limits during public hearings to all parties.  
7

8 **9. NEW BUSINESS**

9  
10 **10. OLD BUSINESS – None**

11  
12 **11. ADJOURNMENT**

13 With no further business before the Zoning Board of Appeals, Member Giltner made  
14 a motion to **adjourn the Zoning Board of Appeals of May 20, 2020**. Member Alesia  
15 seconded the motion.  
16

17 **AYES:** Members Giltner, Alesia, Murphy, Engel, Podliska and Chairman Neiman

18 **NAYS:** None

19 **ABSTAIN:** None

20 **ABSENT:** Member Moberly  
21

22 Motion carried.

23  
24 Chairman Neiman declared the meeting adjourned at 7:58 p.m.  
25  
26  
27

28 \_\_\_\_\_  
29 Christine M. Bruton  
30

Approved: \_\_\_\_\_

**FINAL DECISION**

**VILLAGE OF HINSDALE  
ZONING BOARD OF APPEALS  
PETITION FOR VARIATION**

**Zoning Calendar:** V-01-20

**Petitioner:** 32 Blaine LLC

**Meeting held:** Public Hearing was held on Wednesday, May 20, 2020 at 6:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on February 27, 2020.

**Premises Affected:** Subject Property is commonly known as 32 Blaine Street, Hinsdale, Illinois and is legally described as:

**Permanent Index Number 09-12-201-011-0000:** THE SOUTH 30 FEET OF LOT 12 AND THE NORTH 40 FEET OF LOT 13 IN GLADSTONE PARK, BEING A RESUBDIVISION OF BLOCK 4 IN ROBBINS FIRST ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION IN THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GLADSTONE PARK, RECORDED SEPTEMBER 7, 1887 AS DOCUMENT 38039, IN DUPAGE COUNTY, ILLINOIS

**Subject:** In this application for variation, the applicant requests relief from the off-street parking requirements set forth in section 9-104(G)(1)(b) of the Code in order to lawfully convert an existing house into an office as permitted in the O-1 zoning district. The code requires a total of 11 parking spaces based on the square footage of the existing structure. Based on the size of the lot, the applicant proposes to construct 7 spaces including 1 ADA space. The specific request is for a reduction of 4 spaces in order to accommodate the change of use.

**Facts:** This property is a conforming lot located in the O-1 Specialty Office District in the Village of Hinsdale and is located on the west side of Blaine Street between Hinsdale Avenue and First Street. The property is approximately 70' x 133' for approximately 9,310 square feet of lot area. The maximum permitted lot coverage is 80% or 7,448 square feet and the existing lot coverage is approximately 6,114 square

**Action of the Board:** Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had been met. Specifically cited reasons included the size of the lots in the area and the inability to meet the parking requirements set forth in the code, ADA requirements for accessible spaces, and plenty of street parking given the amount of traffic that the business anticipates.

A motion to recommend approval was made by Member Murphy and seconded by Member Giltner.

**AYES:** Members Moberly, Alesia, Giltner, Murphy, Engel, Podliska, Chairman Neiman

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

#### THE HINSDALE ZONING BOARD OF APPEALS

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Chairman Robert Neiman

Filed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with the office of the Building Commissioner.

7a

## MEMORANDUM

**TO:** Chairman Neiman and Members of the Zoning Board of Appeals

**FROM:** Robert McGinnis MCP  
Director of Community Development/Building Commissioner

**DATE:** June 11, 2020

**RE:** Zoning Variation – V-04-20; 318 S. Garfield

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In this application for variation, the applicant requests relief from the Floor Area Ratio (FAR) and Total Lot Coverage requirements set forth in section 3-110(E)(2) and 3-110(G) of the Code in order to enlarge a sunroom. The specific request is for an increase of 96 square feet.

It should be noted that in the event the Zoning Board of Appeals approves the request, it will move on to the Board of Trustees as a recommendation. The ZBA does not have final authority on either of the requested variations in this case.

This property is a conforming lot located in the R-4 Residential District in the Village of Hinsdale and is located on the west side of Garfield just south of 3<sup>rd</sup> Street. The property is approximately 86'x175' for approximately 15,082 square feet of lot area. The maximum permitted FAR is 4,819.68sf. The existing FAR is 5,455.53sf. The maximum permitted Lot Coverage is 7,541sf. The existing Lot Coverage is 8,135.04sf..

cc: Kathleen A. Gargano, Village Manager  
Zoning file V-04-20



19 E. Chicago Avenue, Hinsdale, IL 60521

## APPLICATION FOR VARIATION

**COMPLETE APPLICATION CONSISTS OF (10) COPIES**  
(All materials to be collated)

**FILING FEES: \$850.00**

Name of Applicant(s): Thomas M. Prame

Address of Subject Property: 318 S. Garfield St.

If Applicant is not property owner, Applicant's relationship to property owner:

N/A

### FOR OFFICE USE ONLY

Date Received: 6/10/20 Zoning Calendar No. V-04-20

PAYMENT INFORMATION: Check #                      Check Amount \$

**Thomas Prame**

**Application for Variation – Summary & Addition Requested Information:**

**Summary of Request:**

My wife and I purchased our home at 318 S. Garfield St. approximately 5 years ago. We have a passion for older homes and renovating them for generations to come. This is our third renovation, the other two were in Michigan. We have spent the last 3 years working on the interior of the home with 2 approved renovations by the village. Our third renovation request is the exterior and kitchen. The exterior of the home is in very difficult condition, requiring an exterior refinish, gutters, roof, and porch renovation. There was a sunroom constructed in the mid 1900's to the home that was poorly built, collapsed onto itself and has foundation/safety issues which has sunk dining room ~3 inches. Our intent on this part of the project was to secure the integrity of the foundation and sunroom roofline by extending the room a modest 8 feet to allow the corner of the sunroom to align with the corner of the kitchen. This would provide the best foundation and roofline design to ensure the integrity of the home for years to come. It does not add value to the home and the cost far exceeds the modest incremental increase in space (96 feet). We were encouraged not to apply for the variance in April 2019 as we started this process and advised exceptions would most likely not be granted. With a renovation cost over \$300,000, which will not add value to the home due to most of the project is maintenance related, this risk was too high to not comply with the recommendation provided. The Hinsdale Historic Society heard about our situation and pushed us to apply for the exception. It has been very difficult to navigate the process of applying for a variance, understanding what is acceptable for old homes, being advised not to ask for exceptions and how to navigate the approval process. I can understand the apprehension firsthand on why older homes are demolished rather than renovated, the financial risk and uncertainty of project approval is a key element. We thank you in advance for your consideration and look forward to completing our project in the near future.

Thomas and Amy Prame

## **Application Information Requested**

### **Page #3**

#### **7. Neighbors**

Jim and Sharon Starkston, 306 S. Garfield St. Hinsdale

Mark and Sandy Rutter, 320 S. Garfield St. Hinsdale

Tom and Dede Marsh, 23 E. Fourth St. Hinsdale

#### **8. Survey – Attached to application**

#### **9. The property is a historic 1800's home. A single-family residence that is surrounded by all sides (within 250 feet) by single-family residences.**

#### **10. N/A – a FAR variance request**

#### **11. N/A**

#### **12. N/A**

### **Page #5**

#### **5. Standards for Variation**

- (a) Unique Physical Condition. The home is one of Hinsdale's original homes built in the 1880's. It is one of the few remaining Queen Anne style homes left in the village. Due to years of dis-repair the sunroom has collapsed, this room has foundation issues and its sinking the dining room of the home. The intent was to redo do the room, integrate the sides and roof into the architectural design of the home with alignment with the back of the home. This will provide best design for the foundation of the home for years to come and provide a physical appearance that aligns with homes of that period.
- (b) This issue was not self-created. It is a 100 (+) year home that has succumbed to time and poor design foundation and roof line design from 50+ years ago, putting this portion of the home at risk.
- (c) Neighbors with surrounding historic homes in Hinsdale have been granted variances commonly enjoyed with renovations of historic homes. Our request is very modest and in the best interest in keeping the longevity of the home. We are not looking to make

substantial increased in our FAR but align the roofline and foundation to ensure long term safety and soundness.

(d) This request is not a special privilege request. It is a design request to secure the corner foundations of the home, align rooflines to move water away from the home. The modest additional square footage does not add value to the home and will add considerable cost with no tangible monetary value.

(e) The proposed variance does not result in a use of the subject property that would not be in harmony with the intent of the Official Comprehensive Plan.

(f)

1. The proposed variance request is not detrimental to public welfare, civic enjoyment, use or value of property surrounding the property.
2. It would not impair supply of light and air to any properties in the vicinity
3. It would not increase congestion in the street
4. It would not increase the danger of flood or fire
5. It would not unduly tax public utilities and facilities
6. It would not endanger the public health or safety

(g) No Other Remedy: We are asking for the best long-term remedy for our historic home, not a short-term fix that will result in potential future repairs. The best long-term architectural design is to modestly extend the foundation 8 feet and connect to the back of the home. Allowing for proper water run off by securing the foundation and roofline of the home as one. We have invested considerable resources with our last two permitted renovations (for the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the home). Each has been with a vision and desire to have the home exceed our lifetime and be enjoyed by generations to come. This request is consistent with that long-term philosophy and comes only with additional cost and no additional increase in home value.

**SECTION 1- NAME & CONTACT INFORMATION**

1. **Owner.** Name, mailing address, telephone number and email address of owner:

Name: Thomas M. Prame

Address: 310 S. Garfield St. Hinsdale, IL 60521

Telephone: [REDACTED] email: [REDACTED]

2. **Trustee Disclosure.** In the case of a land trust provide the name, address, telephone number and email address of all trustees and beneficiaries of the trust:

Name: N/A

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

3. **Applicant.** Name, address, telephone number and email address of applicant, if different from owner:

Name: N/A

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

4. **Subject Property.** Address, PIN Number, and legal description of the subject property, use separate sheet for legal description, if necessary.

PIN Number: 0912131009

Title attached.

5. **Consultants.** Name and address of each professional consultant advising applicant with respect to this application:

a. Attorney: —

b. Engineer: —

c. Architect: Davenport Architects, 6636 Blackstone Dr. Hinsdale, IL 60521

d. Contractor: Thornwood Construction, 1532 Thornwood Dr. Downers Grove, IL 60516

6. **Village Personnel.** Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:

a. N/A

b. \_\_\_\_\_

7. **Neighboring Owners.** Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.

After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.

8. **Survey.** Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.
9. **Existing Zoning.** Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.
10. **Conformity.** Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.
11. **Zoning Standards.** Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.
12. **Successive Application.** In the case of any application being filed less than two

years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

## SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.
2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

3-110(E)(2) + 3-110(G)

3. Variation Sought. The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)

96 sf. of relief

4. Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.)

The minimum variation is 96 sf. of relief

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:
- (a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.
  - (b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.
  - (c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
  - (d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.
  - (e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.
  - (f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:
    - (1) Would be materially detrimental to the public welfare or materially

injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

- (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - (3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - (4) Would unduly increase the danger of flood or fire; or
  - (5) Would unduly tax public utilities and facilities in the area; or
  - (6) Would endanger the public health or safety.
- (g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.  
(Attach separate sheet if additional space is needed.)

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### SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.

2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

## SECTION IV

1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
2. Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
3. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

Name of Applicant:

Thomas Prame

Signature of Applicant:

Thomas Prame

Date:

6/10/20



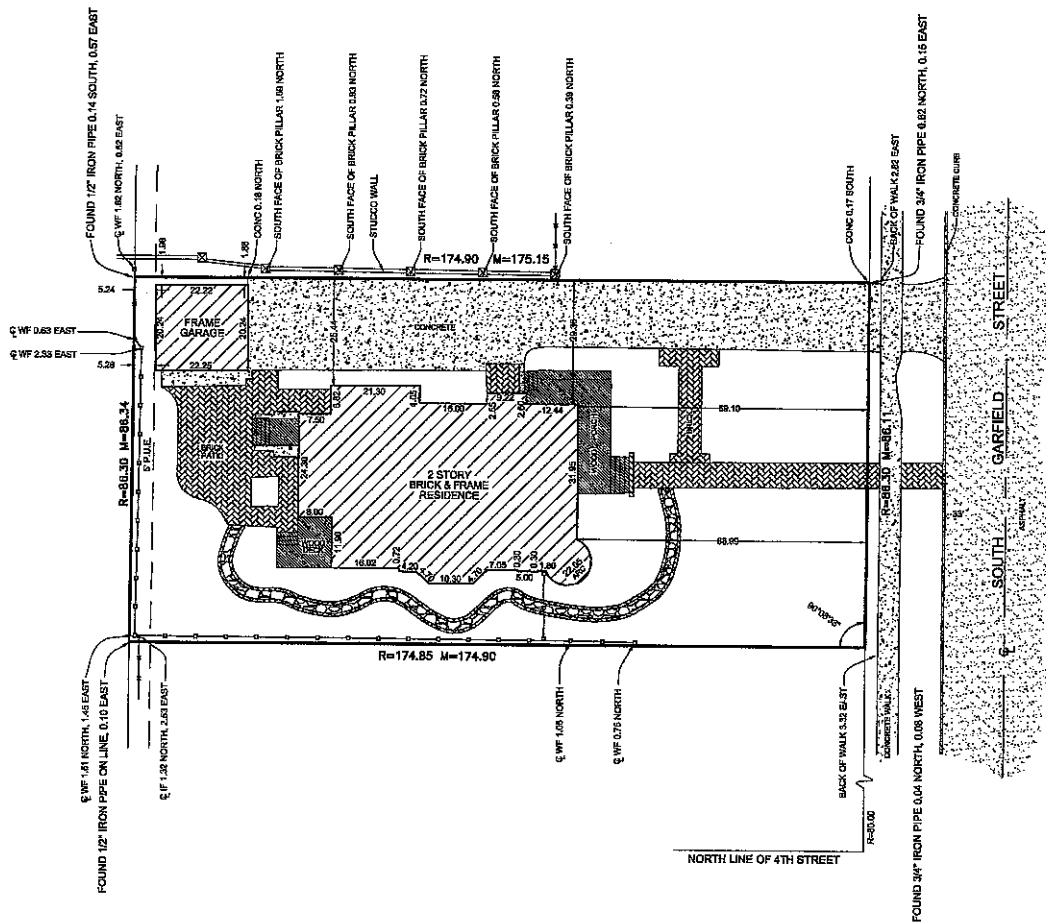
RUSSELL W. SCHOMIG, PLS  
WILLIAM K. SCHOMIG

# SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
E-MAIL: SCHOMIG-SURVEY@SBGGLOBAL.NET  
WEB: WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

LOT 1 IN PALMROS' RESUBDIVISION, A RESUBDIVISION OF LOT 4 (EXCEPT THE WEST 75 FEET THEREOF) IN BLOCK 10 OF THE PLAT OF THE TOWN OF HINSDALE IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 25, 1987, AS DOCUMENT R67-2591, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 318 SOUTH GARFIELD STREET, HINSDALE.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY, UNLESS OTHERWISE NOTED. THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT. THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEYED: APRIL 12TH, 2019.

BUILDING LOCATED: APRIL 12TH, 2019. FILED 190840.010

PLAT REVISED: MAY 8, 2019 - DIMENSIONS AT SOUTHEAST BUILDING CORNER

ORDERED BY: THOMAS PRAME

PLAT NUMBER: 89NF5 & 190840 & H25-51 SCALE: 1" = 20'



- LEGEND
- M. = MEASURED DIMENSION
  - R. = RECORDED DIMENSION
  - B.L. = BUILDING LINES
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - ☐ = STONE
  - ☐ = CONCRETE
  - = CENTER LINE
  - +—+— = IRON FENCE
  - x—x— = WOOD FENCE
  - ▨ = WOOD PORCH/DECK/STEPS
  - ▨ = BRICK
  - ▨ = ASPHALT

STATE OF ILLINOIS } COUNTY OF COOK } LOT AREA: 15,082 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002418



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**RLC-1904149**  
**Update 2**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Fidelity National Title Insurance Company**

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY****COMMITMENT NO. RLC-1904149****UPDATE 2****Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 8200 185th Street, Suite F Tinley Park, IL 60487 Main Phone: (708)873-5200 Email: ILcpuorders@fnf.com	Fidelity National Title Company, LLC 8200 185th Street, Suite F Tinley Park, IL 60487 Main Phone: (708)873-5200 Main Fax: (708)873-5206

**Order Number: RLC-1904149**

Property Ref.: 318 S Garfield Ave, Hinsdale, IL 60521

**SCHEDULE A**

1. Commitment Date: February 19, 2020
2. Policy to be issued:
  - (a) ALTA Short Form Residential Loan Policy 2012  
Proposed Insured: U.S. Bank, NA, ISAOA  
Proposed Policy Amount: \$1,400,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:  
Thomas Prame and Amy Prame, husband and wife, as tenants by the entirety
5. The Land is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

LOT 1 IN RESUBDIVISION OF LOT 4 (EXCEPT THE WEST 75 FEET THEREOF) IN BLOCK 10 OF THE PLAT OF THE TOWN OF HINSDALE, IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 25, 1967 AS DOCUMENT R67-02591, IN DUPAGE COUNTY, ILLINOIS.

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Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
8200 185th Street, Suite F  
Tinley Park, IL 60487

**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26), is effective January 1, 2010. This Act places limitation upon our ability to accept certain types of deposits into escrow. Please contact your local Fidelity National Title Office regarding the application of this new law to your transaction.
6. Payment of real estate taxes affecting the land that may be due or payable prior to closing (or as may be required by a lender to be insured). Schedule B tax exception will be amended accordingly based on later date search and payment as noted herein.
7. For all mortgages and liens referenced below, we should be furnished with proper payoff figures, authorizations, funds and documents sufficient to pay of and release said liens at or prior to closing.
8. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
9. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Until July 1, 2018, satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

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**SCHEDULE B, PART I  
REQUIREMENTS  
(continued)**

10. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. Furnish for recordation a full release of the mortgage
- Amount: \$858,000.00  
Dated: September 6, 2016  
Mortgagor(s): Thomas Prame and Amy Prame, husband and wife  
Mortgagee(s): Mortgage Electronic Registration System, Inc. (MERS) solely as nominee for Lake Michigan Credit Union  
Recording Date: September 15, 2016  
Recording No.: R2016-099328
12. Furnish for recordation a full release of the mortgage
- Amount: \$279,800.00  
Dated: June 24, 2016  
Mortgagor(s): Thomas Prame and Amy Prame  
Mortgagee(s): TCF National Bank  
Recording Date: September 15, 2016  
Recording No.: R2016-099329
- The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the mortgagor to the mortgagee directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record
13. For any special service areas and/or sanitary districts referenced below as a Schedule B Exception, a full payment letter must be presented in conjunction with any deed to be recorded.
14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

16. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Until July 1, 2018, satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
17. Note for the information regarding endorsement requests:
- All endorsement requests should be made prior to closing to allow ample time for the Company to examine required documentation.

**END OF SCHEDULE B, PART I**

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Fidelity National Title Company, LLC  
8200 185th Street, Suite F  
Tinley Park, IL 60487

**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records:
2. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any Lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. Taxes for the year(s) 2019 and thereafter, not yet due and payable  
Permanent Tax No.: 09-12-131-009  
Note: 2018 taxes in the amount of \$19,714.58 have been paid.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

8. Note: terms and conditions of the Flagg creek water reclamation district amended ordinance 756, recorded March 13, 2009, as document R2009-037066, which relate to the payment of user charges prior to the sale or transfer of real estate within the districts service area, the computation of water consumption, and the evaluation of connection permits for the sale of commercial property within said service area. Ordinance provides in part that no person shall sell, transfer or otherwise convey title to or beneficial interest in any real property which is supplied with water service by the Flagg creek water reclamation district without first obtaining a closing letter showing that all sewer assessments are paid in full.

Note: We should be furnished with a closing letter showing all sewer assessments are paid in full in connection with any recording to which the ordinance applies.

In the event of a transfer of the property with compensation, we should be furnished satisfactory evidence of compliance in the form of a connection letter as set forth in said ordinance.

9. Utility easement as shown on the plat of Resubdivision of Lot 4 (except the West 75 feet thereof) in block 10 of plat of the Town of Hinsdale, aforesaid, as follows:

5 feet along the West line of the land.

10. Possible encroachment of garage onto the easement.

11. The following endorsements have been approved for the loan policy:

- 1) ALTA Endorsement 9-06
- 2) ALTA Endorsement 8.1 (Environmental)

12. The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Nancy L. Chapa
Grantee:	Thomas Prame and Amy Prame, husband and wife as tenants by the entirety
Recorded:	November 10, 2015
Recording No:	<u>R2015-123948</u>

**END OF SCHEDULE B, PART II**

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ALTA Commitment for Title Insurance (08/01/2016)



## COMMITMENT CONDITIONS

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2159.

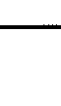
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)





now what's below.  
Call before you dig.

GARFIELD STREE

**CONSTRUCTION TRAFFIC NOTE:**  
CONSTRUCTION TRAFFIC SHALL BE CONFINED

**GENERAL SITE NOTES:**  
THE SITE PLAN AND DIAGRAMS ARE BASED UPON A  
PLAN OF SURVEY PROVIDED BY THE OWNER AND  
PREPARED BY CHENGLIANG LAND SURVEYORS, LTD.  
DATED MAY 3, 2003. THE ARCHITECT SHALL NOT BE  
RESPONSIBLE FOR ERRORS, IF ANY, IN THE SURVEY  
AND IS ENTITLED TO RELY UPON ITS ASSUMED  
ACCURACY.

3. PATCH REPAIR ALL GRASS PLANTING & PAVED AREAS DAMAGED DURING CONSTRUCTION.

4. ANY CHANGES MADE TO THE SITE PLAN OR IN THE FIELD DURING CONSTRUCTION MUST BE SUBMITTED IN WRITING TO THE VILLAGE OF HENSOALL.

DOWN ABOUT NOTE.

**ENERGY CODE COMPLIANCE:**  
THESE PLANS HAVE BEEN PREPARED FOLLOWING THE "TRANSFORMATIVE" REQUIREMENTS FOR BUILDING THERMAL ENVELOPE AND MECHANICAL...

RECEIVED PERSONAL INCOME ALIQUOTIZATION IS  
THEREFORE NOT AFFEASIBLE

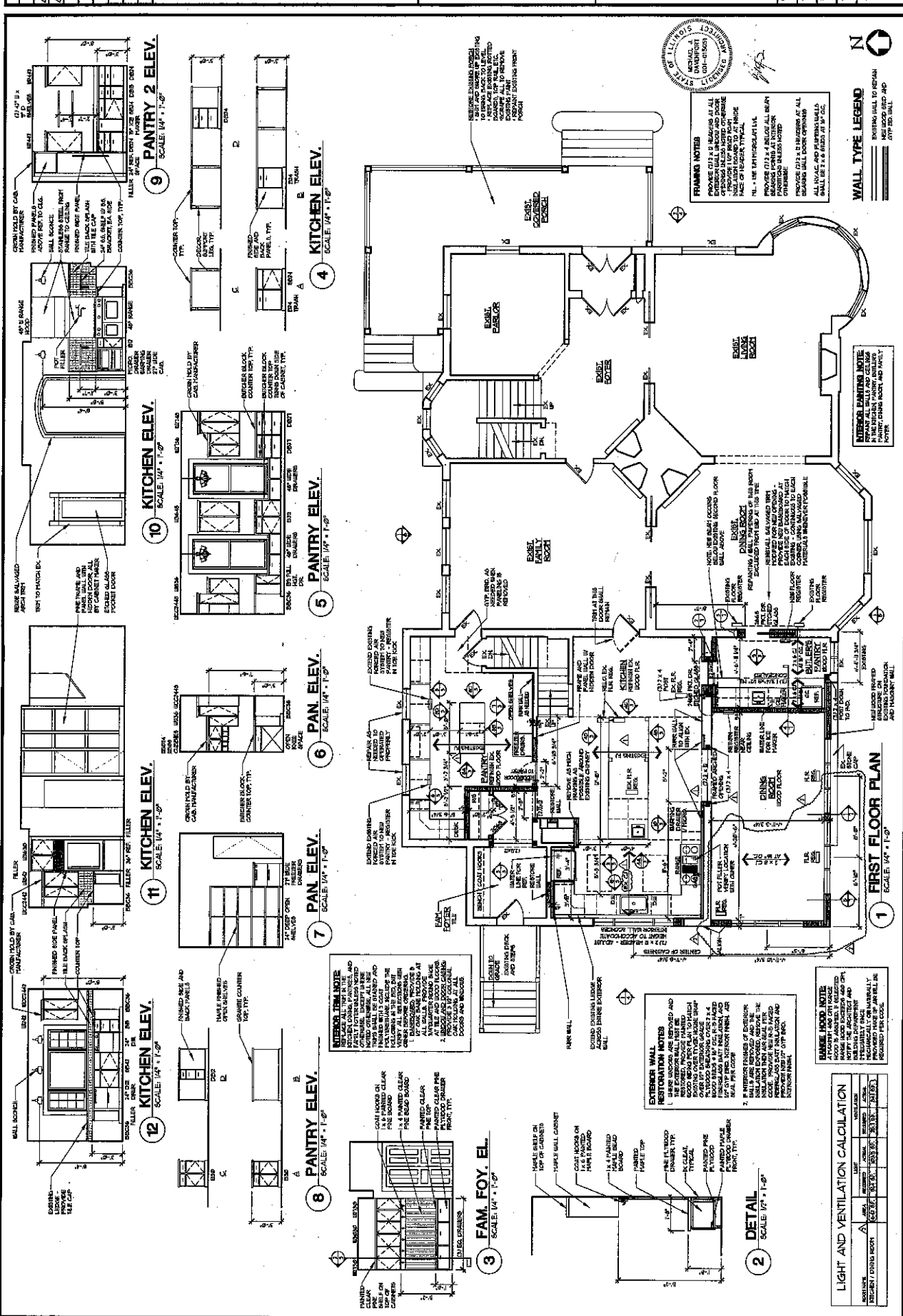
**STATEMENT OF COMPLIANCE**

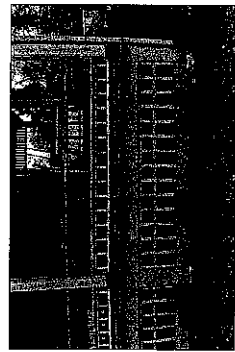
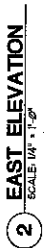
WITH STATE OF ILLINOIS APPENDIX  
2004 STATE OF ILLINOIS FILING CODE  
VILLAGE OF MEDALE ZONING CODE AND VILLAGE  
APPENDIX#10  
2005 NATIONAL ELECTRIC CODE  
2006 INTERNATIONAL PROPERTY MAINTENANCE CODE  
2003 LIFE SAFETY CODE NFPA 101  
2006 INTERNATIONAL FIRE CODE  
2006 INTERNATIONAL MECHANICAL CODE  
2006 INTERNATIONAL PIPE GAS CODE

LICENSE NUMBER: 001-015051  
 LICENSE EXPIRATION DATE: 11/20/2020  
 DATE: MAY 28 2019  
 0 COPYRIGHT 2019 - DAVENPORT ARCHITECTS

These drawings are to explicitly depict the general nature

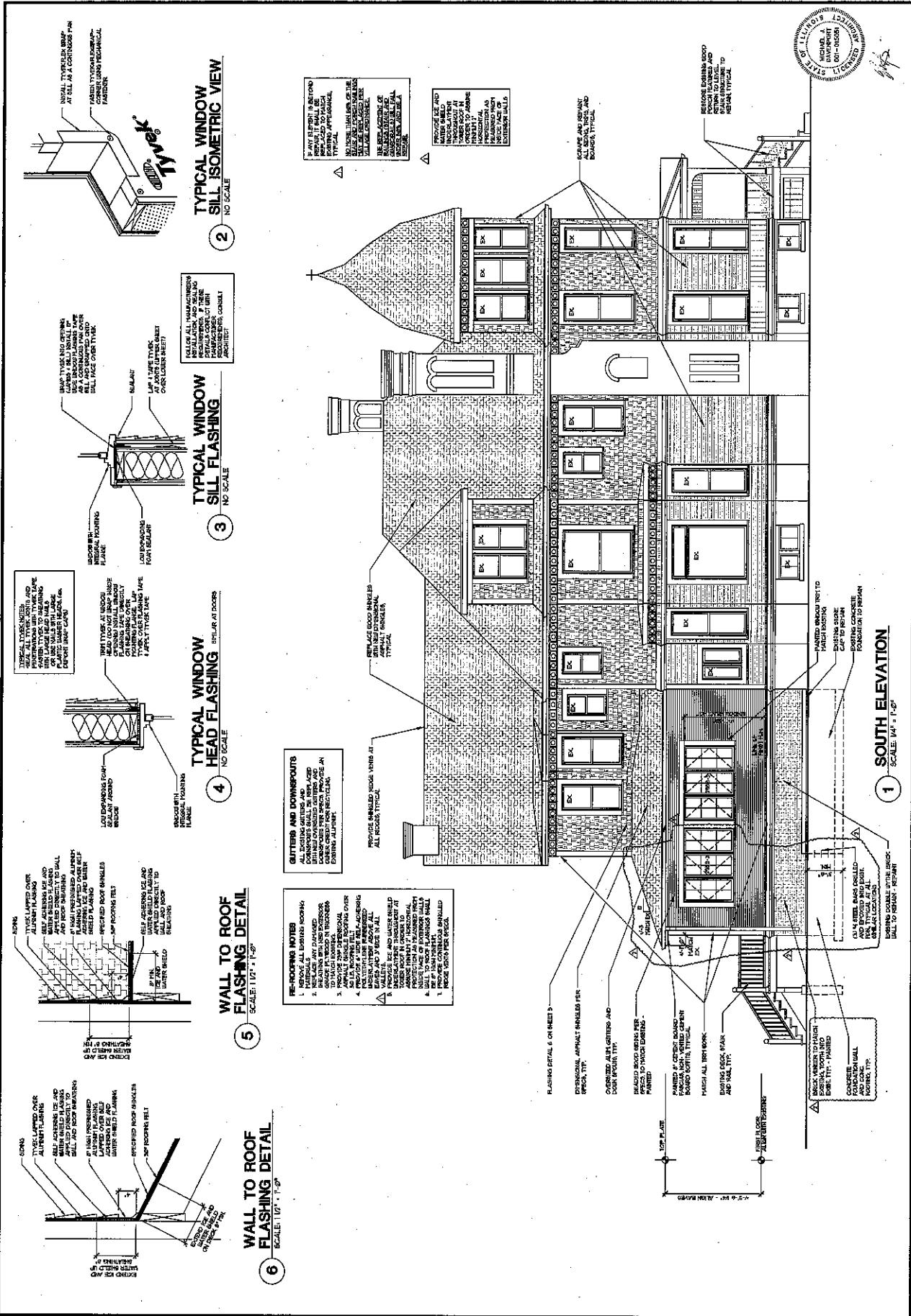


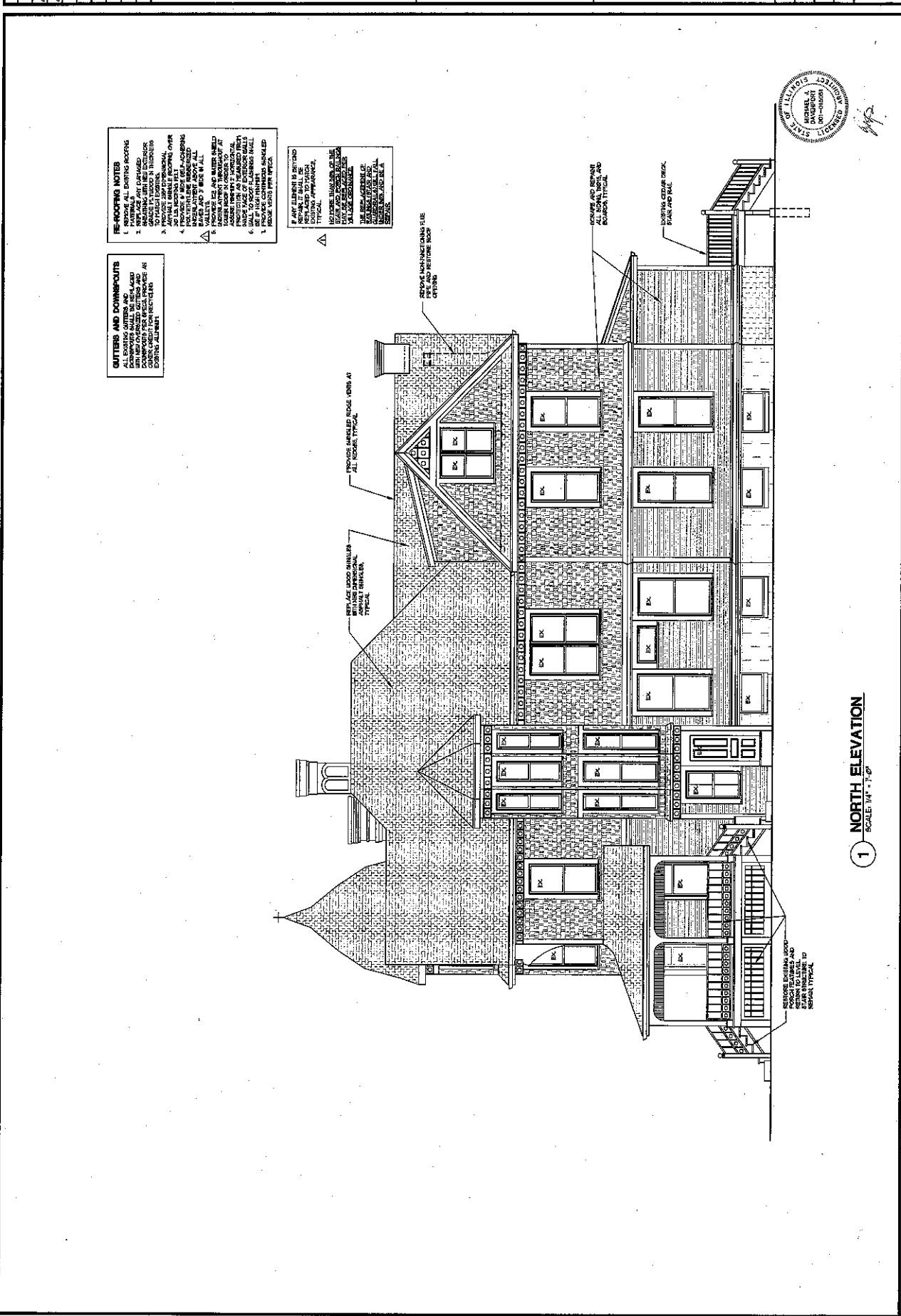




**5** **PORCH ELEVATION**  
SCALE: 1/4" = 1'-0"

The only purpose of these drawings is to graphically depict the general nature of the work.





DATE	1/10/2017
BY	DAVENPORT
CHK	DAVENPORT
APP	DAVENPORT
REV	
NO.	1
DESCRIPTION	REVISION
NO.	2
DESCRIPTION	REVISION
NO.	3
DESCRIPTION	REVISION
NO.	4
DESCRIPTION	REVISION
NO.	5
DESCRIPTION	REVISION
NO.	6
DESCRIPTION	REVISION
NO.	7
DESCRIPTION	REVISION

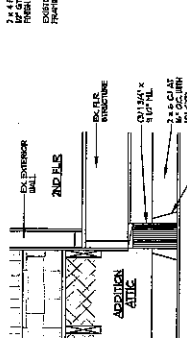
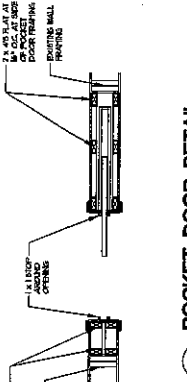
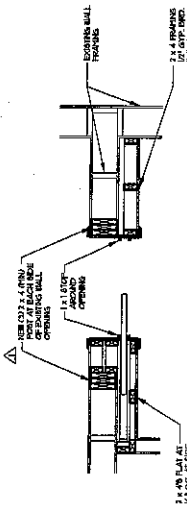
THOMAS AND AMY PRIMS  
300 South Garfield Street  
Hinsdale, Illinois 60521

# BUILDING SECTION AND DETAILS

DAVENPORT  
Architects  
1000 North Dearborn Street  
Chicago, Illinois 60610  
Tel: 312.329.1100  
Fax: 312.329.1101  
www.davenportarchitects.com

DATE	1/10/2017
BY	DAVENPORT
CHK	DAVENPORT
APP	DAVENPORT
REV	
NO.	1
DESCRIPTION	REVISION
NO.	2
DESCRIPTION	REVISION
NO.	3
DESCRIPTION	REVISION
NO.	4
DESCRIPTION	REVISION
NO.	5
DESCRIPTION	REVISION
NO.	6
DESCRIPTION	REVISION
NO.	7
DESCRIPTION	REVISION

**FRAMING NOTES:**  
1. ALL FRAMING SHALL BE 2" X 4" UNLESS NOTED OTHERWISE.  
2. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
3. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
4. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
5. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
6. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
7. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.  
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10. ALL ROOFING SHALL BE 1/2" MINIMUM THICKNESS.



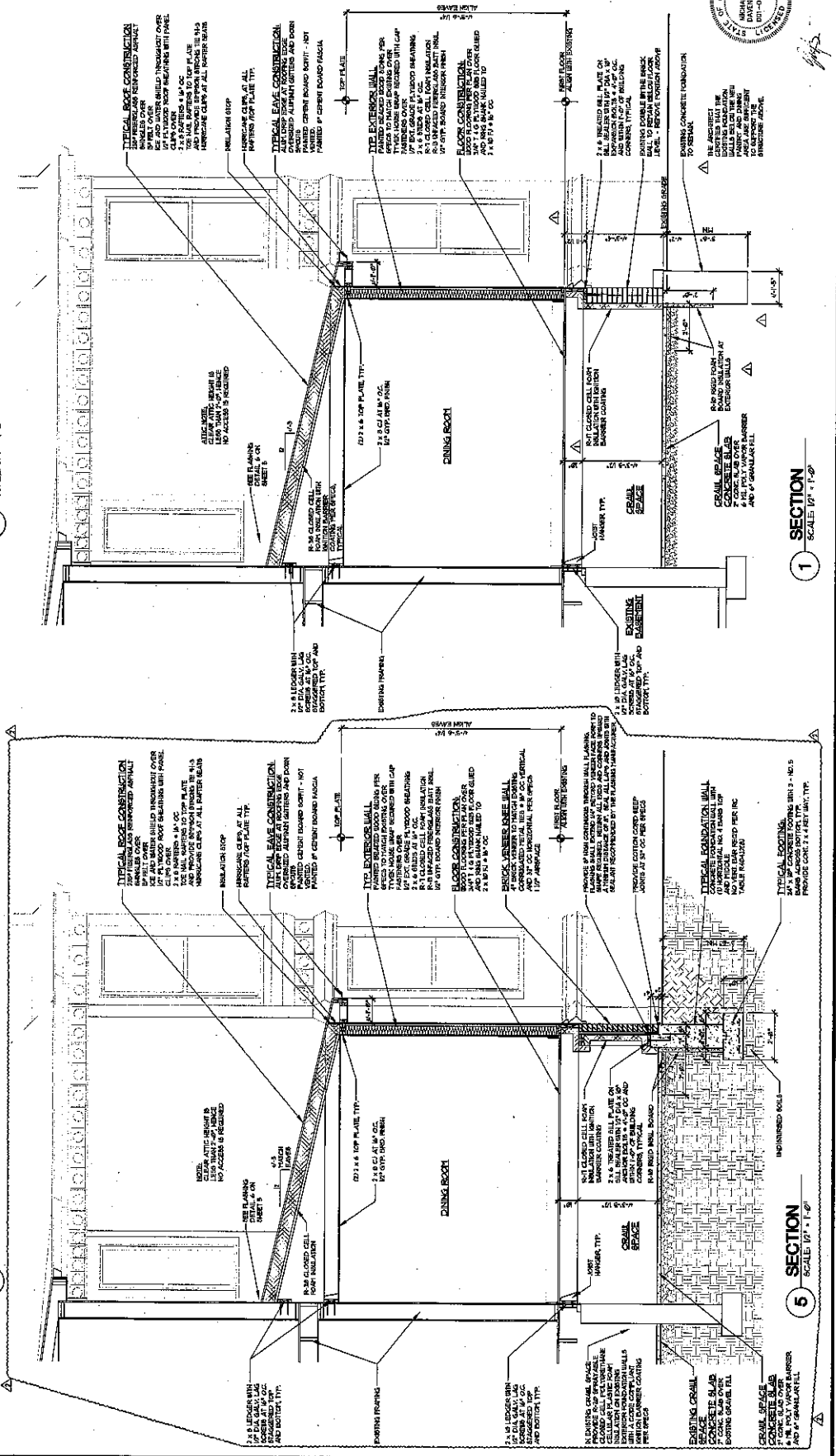
POCKET DOOR DETAIL  
SCALE 3/4" = 1'-0"

POCKET DOOR DETAIL  
SCALE 3/4" = 1'-0"

BEAM DETAIL  
SCALE 1/4" = 1'-0"

SECTION  
SCALE 1/2" = 1'-0"

SECTION  
SCALE 1/2" = 1'-0"



The study prepared by these drawings is to be used for the general information of the owner.

Sheet	8	OF 8 SHEETS
Date	1/11	
Drawn	BLVD 714-AP	
Revised	ADD NOTED	
Drawn	8/20/2002	



**DAVENPORT**  
Architects

4444 Midway Drive  
Suite 100  
Dallas, Texas 75244  
Tel: (214) 352-2973  
Fax: (214) 352-2974  
www.davenportarchitects.com

[illegible]

**WASTE WATER  
RISER DIAGRAM**

ING CODE APPENDIX 'A'.  
IF SERVICE IS REQUIRED  
IS SUFFICIENT

PER BLACKBERRY  
METER AND 1 1/2"  
EXHIBITING 1 1/2"

The only purpose of these dialogues is to graphically depict the structural nature of the work.

