



## 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**

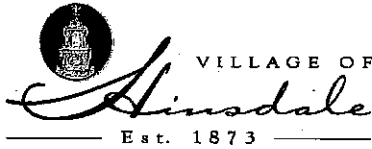
**WEDNESDAY, July 15, 2020**

**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 June 17, 2020
- 4. APPROVAL OF FINAL DECISIONS- None**
- 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 – None**
- 8. PUBLIC HEARING**
  - a) V-03-20, 329 East Sixth Street
  - b) V-04-20, 318 South Garfield Street
- 9. NEW BUSINESS**



## MEETING AGENDA

### 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  
June 17, 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, June 17, 2020 at 6:33 p.m., roll call was taken.

2. ROLL CALL

**Present by telephone:** Members Gary Moberly, Joseph Alesia, Keith Giltner, Tom Murphy, Leslie Lee, 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 thanked retiring Board member Ms. Kathryn Engel for her years of service on the ZBA, and welcomed new member Ms. Leslie Lee, who works with one of the builders in town, and will provide a unique perspective to the Board.

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 May 20, 2020

Following changes to the draft minutes, Member Podliska **moved to approve the draft minutes of May 20, 2020, as amended.** Member Giltner seconded the motion.

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

**NAYS:** None

**ABSTAIN:** Member Lee

**ABSENT:** None

Motion carried.

**4. APPROVAL OF FINAL DECISIONS**

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

- b) Following changes to the draft Final Decision, Member Giltner **moved to approve the draft final decision for V-01-20, 32 Blaine, as amended.** Member Podliska seconded the motion.

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

**NAYS:** None

**ABSTAIN:** Member Lee

**ABSENT:** None

Motion carried.

**5. RECEIPT OF APPEARANCES – None**

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

**7. PRE-HEARING AND AGENDA SETTING**

**a) V-04-20, 318 South Garfield Street**

Mr. Thomas Prame, applicant and owner, addressed the Board setting this is the third renovation of this home, they want to add a sunroom on the southwest side of the house, the kitchen is outdated, and there are foundation issues. They are completely renovating the exterior, including gutters, roof and porch. They introduced the plans in April 2019, and found the (floor area ratio) FAR exceeds the allowable, and he was told by Village staff that an increase in FAR would not be approved. However, the Historic Society encouraged him to apply anyway. He believes this is a simple request, and his architect says it is best to have the foundation line up for water and roof improvements.

It was confirmed that the FAR issue is driven by the previous subdivision of the property.

Chairman Neiman explained there are several criteria in the zoning code that the applicant has to meet for approval. He recommended that to the degree possible, Mr. Prame should speak with neighbors and get their input and be prepared to take the Board through the approving criteria one by one.

Chairman Neiman set the hearing for the July meeting of the ZBA.

Mr. Prame asked the Board's advice as to whether he should halt the project. Chairman Neiman said this variation request is a referral to the Village Board only, and given the structure of the zoning code, the answer would be to recommend not starting work that touches on the variance request. We have to follow code, and there is a purpose behind the process, including a meaningful opportunity for all to be heard.

Mr. Prame expressed his frustration with the process and the resultant expense to him. He reiterated he was strongly encouraged not to apply for a variance, and this is why people do not renovate old homes. Member Murphy said following a quick look at the request, he is favorably disposed. Mr. Prame again stated he was strongly advised not to bring this forward, even though it is only a 96' square feet increase. Member Moberly added this Board does whatever they can to accommodate historic homeowners. Chairman Neiman explained said when professional zoning experts who work for the Village try to steer people away from requesting a variance, it is an effort to get the owner what they want to avoid the zoning process, but it is still within the homeowner's discretion to move ahead anyway. Chairman Neiman said he understands the frustration, and is sorry about the expense, however, just as the Board has rules to abide by, so too do the people who work for the Village have to abide by the code. He is sorry about the time and money, but there is a purpose. Director of Community Development Robb McGinnis said he would forward an email string to members before the hearing to clarify staff's advice to the applicant.

Mr. Prame said he would follow due process.

## **8. PUBLIC HEARING**

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

Chairman Neiman opened the public hearing and explained that the application has requested the hearing be postponed, as there was an issue with the mailing of the legal notice. The Board agreed to continue the hearing as requested.

Member Podliska moved to **close the public hearing for V-03-20, 329 East Sixth Street**. Member Giltner seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **9. NEW BUSINESS**

Member Moberly stated that he had watched the Historic Preservation Commission (HPC) meeting, and that since the garage at 329 East Sixth Street is a contributing historic structure, he believes the HPC should be allowed to weigh in, and be included in the process.

## **10. OLD BUSINESS – None**

1 **11. ADJOURNMENT**

2 With no further business before the Zoning Board of Appeals, Member Podliska made  
3 a motion to **adjourn the Zoning Board of Appeals of June 17, 2020.** Member  
4 Moberly seconded the motion.  
5

6 **AYES:** Members Moberly Alesia, Giltner, Murphy, Lee, Podliska and Chairman  
7 Neiman

8 **NAYS:** None

9 **ABSTAIN:** None

10 **ABSENT:** None  
11

12 Motion carried.  
13

14 Chairman Neiman declared the meeting adjourned at 7:06 p.m.  
15  
16  
17

18 Approved: \_\_\_\_\_  
19

Christine M. Bruton

8a

## MEMORANDUM

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

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

**DATE:** April 8, 2020

**RE:** Zoning Variation – V-03-20; 329 E. 6<sup>th</sup> Street

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In this application for variation, the applicant requests relief from the requirements set forth in section 3-110(A)(2) and 3-110(F)(2) of the Code in order to relocate a detached pre-code garage. The garage is currently over the lot line and the intent is to relocate it into a code compliant location. Section 10-104(E) specifically requires that any relocated structure meet all code requirements, even if located on the same lot. The Code limits detached accessory structures to 15' in height and accessory coverage to 10% of overall lot area. The specific request is for an increase of 4'7" in height and an increase of 3,800 square feet of maximum accessory coverage.

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-1 Residential District in the Village of Hinsdale and is located on the NW corner of 6<sup>th</sup> and Oak Street. The property is approximately 160' x 275' for approximately 41,928 square feet of lot area. The maximum permitted accessory coverage is 10% or 4,192.8 square feet and the existing accessory coverage is approximately 7,904 square feet.

cc: Kathleen A. Gargano, Village Manager  
Zoning file V-03-20

Mrs. J. Reenan  
704 South 7<sup>th</sup> St.  
Hinsdale, IL 60521

May 11, 2020

Application for Variation  
Re: 329 E. Sixth St, Hinsdale  
Zoning Calendar No. V-03-20

Dear Mrs. Reenan:

Over the last couple of years we have appreciated the quality of the restoration of your home, and your continued maintenance of the property. We understand why you and your family are excited to move back in and enjoy your new surroundings.

This letter is much longer than should be necessary, but we think the reasons will be clear when you read it.

#### Lack of Notice

It is only due to a number of events that we contacted the Village of Hinsdale's Building Department to inquire as to whether there were any plans to move the barn/garage on the west side of your property.

Just two weeks ago the Building Department informed us that indeed there were. We were somewhat surprised, if not completely shocked, as neither you, your builder, nor your architect had contacted us as the neighbor most impacted by this project. We believe that this was more than a simple oversight based on your letter of April 4, 2020 petitioning the Hinsdale Zoning Board of Appeals as follows:

"Thank you for considering our application. I would like to request that the initial Zoning Board of Appeals meeting for our application be not just "introductory" to our request (our emphasis). As the Zoning Board ultimately cannot approve our request (and it must be passed on to the Village Board for review), we hope to get this phase of the application done in one meeting if possible." (again our emphasis)

We can only infer from this action, and the lack of notification, that it is likely that the first time we would have become aware of this project would have been when all surrounding neighbors are contacted preceding the public meeting. While at this point we are already behind in the discussion, being advised at such a later time in the Application process would have put us in a much more difficult position making the opportunity to express our concerns and reservations more problematic and challenging.

#### Courtesy to Your Neighbor

As noted above we were completely left out of the loop. After learning about this project, we contacted the other adjacent neighbor and learned that you had already informed them about the planned relocation of the barn/garage. If you would have also contacted us before or during the planning stage - which clearly has been in the works for many, many months prior to April 4<sup>th</sup> 2020 - we would more than likely have responded as follows:



-We have no fundamental objection to the general restoration and reasonable enhancement of the barn/garage.

-We would have asked you to make a reasonable attempt to mitigate the water run-off around this barn/garage, which occurs regularly with any heavy rains. After your devastating fire in 2018, we had eight (8) inches of standing water from the fire hose run off in to our backyard which did not recede for following two (2) weeks while your yard was dry the very next day. This type of flooding is caused partly by geography, but primarily due to the non-permeable surfaces on the west side of your house, this area having already been increased with the last renovation by previous neighbors.

-We would have asked that you consider restoring our natural morning light on the east side of our home. The former owner planted three large conifers on the property line immediately in front of our dining and living rooms and two upstairs bedrooms. They have now completely obstructed our view from these windows and reduced - to zero – any natural light. They now hang over our roof.

-We would have asked that any restoration you undertake not impact the enjoyment of our property.

#### Front vs. Side Yard

We were surprised to learn that your land immediately east and adjacent to our home and on where the barn/garage now sits is apparently considered your “backyard” and not on a side yard. Unfortunately for us, this gives you more leeway in moving this structure closer to our property than if it were considered to sit on the side lot.

Your house has been designated “historical” and yet it is probably the only house in Hinsdale with a tennis court in its front yard (on Oak Street) and which does not have to meet the usual and normal set-back requirements for a front yard. Our understanding is that when constructed, this tennis court was placed in to what was then considered the side yard. But with a subsequent zoning change, the tennis court was “relocated” so that it sits on what is now considered the front yard, and not a side yard. This places us in the unfavorable position of having the barn/garage considered as sitting on a back lot when in effect it is on our side lot line directly adjacent to our home. Clever people these who-ers.

#### Historic Preservation

We noted at least six (6) instances in your Application referring to the historic nature of the barn/garage to be restored. We think that an “historic” building designation should NOT confer any special “rights” that are not available to ordinary property. We understand that you, as an advocate for historic preservation, would also agree that such historic structures should not be given special privileges.

Application: Section II, Sub-Section 5. Standards For Variation, Paragraph (f)

(4) The Application states: "The variations will not unduly increase the danger of flooding."

We disagree.

We have lived in this home for 32 years. We now experience flooding in our back yard following an addition to the non-permeable surfaces during the last renovation on the west side of your house by the previous owner.

The topographic map clearly shows that given the natural slope of the land, any water tends to drain west and north, and with any heavy rain, there is a substantial movement of water flowing behind the barn/garage. To where? To our back yard.

Our experience and the Topographic Survey confirm that, with another new addition with a proposed patio and a proposed expanded additional parking pad, this will further increase the non-permeable surfaces on the west side of your house and amount to approximately 50% of the land space on the west side adjoining our home. Resulting in increased issues with water run off. To our back yard.

As stated under "Courtesy to Your Neighbor" we would appreciate mitigation of the current situation. Any further expansion of these non-permeable surfaces will only make our situation worse.

(2) The Application states: "The variations will not materially impair an adequate supply of light."

We disagree.

The barn/garage is already four to five (4 to 5) feet over the maximum average allowable height. The length facing our property is 31 feet. Consequently, we already lose light into the back rooms of our home. By moving the barn/garage three (3) feet closer to our property line and four (4) feet further south, we will experience additional loss of morning light in to our home.

In addition, two bulky and sizeable trees planted by the previous owners right at the property line now severely curtail the natural light coming in to the front of our home and impact our living room. A third tree was recently removed with huge benefit to us.

(1) The Application states: "The Variations will not be material detrimental to the enjoyment and value of the property in the area."

We disagree.

The Variations as requested will affect the flow of water in to our yard and the loss of light in to our home, and will clearly impact the enjoyment and value of our home. In addition, the plans call for:

a) an outside four (4) foot wide staircase to a second floor balcony of nine (9) foot length on the west side to the barn/garage that will run along the building directly facing and closely adjacent to our deck and dining room,

b) a light on a sensor and an outside light on the balcony will produce bright, intermittent and disruptive light in the vicinity and close to our living space

c) a stone patio directly beneath our dining room and upstairs bed rooms, and

d) a parking pad outside our living room windows.

We believe these additions will

- impair the property value of our home,
- have high probability of creating noise and other activities (for example a fire pit, BBQ) immediately outside and extremely close to our normal living spaces, and
- and as the stairway and entrance are not visible to your house (but in close proximity to ours) – may lead to unsupervised visitors who would have ease of access to our deck and, potentially, our home, and
- create a new space which will include a bathroom, a shower, refrigerator and dishwasher, and a HVAC system – and with minor enhancements, could be ultimately turned in to a residential living space – temporary or otherwise.

From the above, we think you will be able to understand why we are unable to offer support for the Variations requested.

Janet E. M. Lauerman and Fred F. Lauerman

319 E. Sixth Street  
Hinsdale, IL 60521

Copy to:  
Rob McGinnis – Village of Hinsdale Building Dept  
Members of the Zoning Board of Appeals





To: Zoning Board of Appeals-Hinsdale

May 20, 2020

From: Janet and Fred Lauerman

Re: Zoning Calendar No V.03-20; 329 Est 6<sup>th</sup>

Purpose: To Summarize our Key Concerns and Reservations of the adjacent neighbor

Key Concerns and Reservations of Variations requested:

1) Reduced ENJOYMENT and VALUE of our property:

- a) The placement of an outside stairway placed on the west side of the structure that will run parallel to, and 11-12 feet and visible from, our dining and family room and our deck.
- b) The new space on the second floor of the structure, with all its amenities, will be very attractive for parties, extended accommodations for young adults, and visiting extended family and friends. We have no objection to the use of the space, only the placement of the stairs and "front" door on the west side visible from our home.
- c) We believe this variation - and those below - will have an adverse impact on the value of our home.

2) LIGHT:

The current height of the structure - already over the maximum allowable height - detracts from our light. Moving the structure 2 to 3 feet closer and 4 feet south will result in further loss of light. In addition, two bulky and sizeable pine trees, planted by the previous owner right on the property line, have grown to the point of curtailing much of the natural light coming in to our living room. They now have grown above our home and extend and lean over our roof. A third tree was removed with a huge benefit to us.

3) WATER:

The amount of non-permeable surfaces on the west side of the main house, plus the natural topography of the land, now cause a substantial amount of rain water to find its way in to our back yard resulting in standing water - with a potential health hazard - for several days to weeks. The addition of a patio and a parking pad will only increase these non-permeable surfaces which we believe will continue to add to the flow of water into our back yard.

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To:  
**Zoning Board members**  
**Invitation to visit 319 E. 6<sup>th</sup> Street**  
**and site of Application for Variances V.03.20 at 329 E. 6<sup>th</sup> Street**

319 E. 6th Street  
Hinsdale, IL 60521  
June 19, 2020

Thank you for your interest in the proposed relocation of the garage/barn at 329 E. 6<sup>th</sup>.

We are the adjacent neighbor West of 329 E. 6<sup>th</sup> Street for which you have received an Application for Variances, and for which we have concerns on multiple points. We would welcome your visit to our property at 319 E. 6<sup>th</sup> so that you may form your own opinion.

Since the Zoning Board hearing and review on May 20, 2020, some progress has been made regarding concerns with water movement on to our property, if the owners of 329 follow through with their mitigation offer. We would ask that you assess the **total impact on our property and its value, light, privacy, enjoyment, and security** if the Variances are approved, moving the garage/barn and constructing an exterior stairway.

The placement of an exterior staircase on the West side (facing us) is still unresolved, and we continue to encourage the construction of the stairs inside the garage. The owners directly to the north of 329 have also expressed privacy and security concerns with an exterior stairway on the side that faces toward them.

You are free to walk along our driveway toward our garage, turn right behind the deck, and head East toward the structure, the garage, to be moved toward us. This structure is has not been used previously for any living accommodation, but has been used solely as a barn/garage.

First consider that this tall structure (30% over current code) will be moved 3 feet West closer to our house, family room and deck (for parking) and 4 feet South toward 6<sup>th</sup> street, approaching our dining room.

Then imagine the addition of a 3 ½ + foot wide exterior stairway, which will begin in front of our dining room window and extend up to a balcony and a second "front" door, replacing the current windows (where no front door currently exists). This staircase, balcony and front door will land opposite our upstairs back bedroom on the East side. This newly added "living" space at the top the garage (with potential for noise) will presumably be lit – and with the addition of exterior security lights - all shining on to our house, deck and bedroom. It will provide direct access to our deck and backyard.

Then, add another 5 or 6, 16 foot tall and 6 to 7 foot wide, arborvitae in front of the stairway as proposed by the owners. We will be crowded out by a building and stairway 6 to 7 feet closer to us with the addition of another 6 foot wide forest close to our property line. This all adds up to serious concerns with loss of light in the back half of our house, and with loss of privacy, enjoyment, security, and potential loss of value.

If you walk the property line, please observe the topography on the 329 property, and observe the 2 remaining pine trees planted so they extend over our property line, fill our living room windows, eliminating much of the light to this front room, and which now overhang our roof. If you arrive on a sunny morning, you will see the impact on our light.

Please feel free to visit and view the site at any time. If you wish us to accompany you, please call us at 630.986.9743 or contact us by email at [janlauerma@comcast.net](mailto:janlauerma@comcast.net) and [fredlauerma@comcast.net](mailto:fredlauerma@comcast.net). It may be helpful for you if we are able to show you around. We may be out of town over the Fourth of July and for a few days before and following. Thank you for the consideration of our concerns.

Janet and Fred Lauerman

**Christine Bruton**

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**From:** Jennifer Reenan <jareenan@comcast.net>  
**Sent:** Friday, May 29, 2020 10:08 AM  
**To:** Zoning Board of Appeals; Robert McGinnis; Timothy Ryan  
**Cc:** daveknechthomes@gmail.com; Michael Abraham; Joel Rafferty; Neal.Reenan@lw.com  
**Subject:** Follow-Up Letter (Reenan Carriage House)  
**Attachments:** Reenan Letter to Hinsdale ZBA 5-29-2020.pdf

Dear Chairman Neiman,

Thank you for your attention to our proposal at the recent ZBA meeting. Please see the attached letter which lays out our perspective and updates you on the current status of our on-going discussions with the Lauermans. We look forward to speaking with you again at this next hearing. If this does not automatically get distributed to all of the ZBA members, please let me know how best to send to them as email addresses are not provided on the village website.

Regards,

Jen Reenan  
329 East Sixth Street



**Neal & Jennifer Reenan  
329 East 6th Street, Hinsdale, IL 60521**

Friday May 29, 2020

Robert K. Neiman  
Chair of the Zoning Board of Appeals  
Village of Hinsdale

Dear Chairman Neiman and Members of the Zoning Board of Appeals,

Thank you for taking the time to listen to our proposal during our Introductory Hearing on May 20, 2020.

After the meeting, based on the discussion and the credence given to certain assertions by the Lauermans that are not materially relevant to the variances we are seeking, we thought it important to set out in writing our position. Hopefully this will help refocus everyone's attention on the appropriate elements of our proposal for the Zoning Board of Appeal's consideration in light of our application and the relevant ordinances.

We are seeking maximum height and maximum accessory building coverage variations related to moving our pre-existing historic carriage house fully onto our own property so that we can preserve and stabilize it by placing it on a secure foundation. The carriage house currently straddles the property to the north, which is our side yard. We want to move it four feet south and three feet west, well within the appropriate zoning side and rear yard setbacks for our property. Please see the attached document for a representation of the proposed relocation.

The maximum height of our carriage house exceeds the current code standards by 4 feet 7 inches, and the maximum accessory building coverage on our property will increase from the current amount by 1% (essentially the percentage of the structure that currently overlaps the neighboring property).

*For the reasons summarized below, as abridged from our application statement, we believe that we meet the standards for variation. Furthermore, we strongly disagree with the Lauermans' assertions that relocating the carriage house will: 1) materially impair an adequate supply of light, 2) unduly increase the danger of flooding, and 3) materially be detrimental to the enjoyment and value of the property in the area. We will lay out the reasons for our disagreement below as well. We have had some productive discussions with the Lauermans, including an additional one following the Introductory Hearing, and we will also describe some of the concessions we are willing to make to address the Lauermans' concerns should the project go forward as planned.*

**Summary of Standards for Variation**

**1. Unique Physical Condition**

The carriage house is over 120 years old and is listed, with the main house, as part of the designation for the property on the National Historic Register. The carriage house structure

is in a deteriorating condition. It is resting on rotting railway timbers. As stated in our application, current residential code directly prohibits this type of foundation. Our main goal with this project is to relocate it so that it does not encroach on the property to the north - which will therefore enable us to place it upon a foundation within the appropriate setbacks on our property.

**2. Not Self-Created**

The variations are not self-created as the structure was built on the property in 1898-1899.

**3. Denied Substantial Rights**

While we can restore and improve some aspects of the carriage house in place with no variations, it is necessary to place the structure on a foundation to ensure long term stability. We would never excavate and pour foundation on another person's property. *It is our substantial right to be able to repair and restore the carriage house so that it is stable and safe for our use (and hopefully for generations to come), which we will not be able to do without relocating it fully onto our own property and placing it on a proper foundation.*

**4. Not Merely Special Privilege**

Again, the variations are sought so that we can protect, preserve, and stabilize this National Registered Place's contributing structure.

**5. Code and Plan Purposes**

The variations will not result in use or development of the carriage house in a way that causes discord with the general and specific purposes of the Official Comprehensive Plan.

**6. Essential Character of the Area**

Moving our carriage house onto our property and putting it on a foundation will most certainly not be materially detrimental to the general public and to our neighbors.

We have had ongoing communications with our neighbors to the north and west about this project. We were very disappointed that the Lauermans, our neighbors to the west, were able to obtain our application materials from the Village of Hinsdale before they were due to become public, according to the customary notification process. This made the initial communications with them unnecessarily challenging on a personal level as they unfortunately took initial offense to a lack of notice and courtesy, as noted by them at some length in their letter to the Village and us. We had actually sent a handwritten note to them at the end of April inviting a meeting - around the same time that they prematurely received the documents from the Village. Through multiple in person meetings and phone calls, we have been able to repair the relationship and gain a better understanding of their concerns with our proposal. We are currently on cordial terms with both of our neighbors and continue to communicate with both of them as things move forward.

To the best of our knowledge, the Dugans (our neighbors to the north) have no objections to our proposal. In general, moving our building off of their property and setting it down at an appropriate setback from the property line should be considered a benefit to them, as well as us. They have

expressed concerns in the past about the door that is on the north wall of our carriage house, as it currently offers direct access from our garage to their yard and pool. After the relocation, this door would open up onto our property and a fence would separate it from their property. We are not able at the moment to access the utility pole by the most efficient route to our house, as the Dugans have, as is their right, refused to give us permission to bury cable and electrical wires alongside the north side of the garage. As a result, we have had to tack the cable wires up along the exterior of the garage and reroute the electrical, at considerable cost, around the carriage house.

In terms of the Lauermans' issues with our proposal, we will now summarize our response and the current status of the discussions for each category of issue they raised:

### **(1) Light & Height**

Our historic carriage house, like our historical and national register-listed main house, was built in 1898 or 1899. It has been the same height for that entire 120 years. Importantly, we are not increasing the height of the structure. In their letter, the Lauermans state our project will decrease their light in one window of their house. If it's true that it actually will decrease their light, given the current height is staying the same and the small amount of movement, any such decrease would likely be very, very minor and would impact only the morning light for a short period of time. It does not meet the standard of "material impairment" of an adequate supply of light. We note that this hasn't been studied in any methodical way, it has simply been asserted.

In our discussions with the Lauermans, they have consistently told us that light is their least important issue. In fact, we recently removed a large tree along the property line, which they thanked us for - and we have discussed removing one or two additional large spruce trees on our property that were planted by previous owners - which diminish the light in their dining room and living room. While the effect of that has not been studied either, it seems very obvious even to non-technical persons, that the net effect of removing three large evergreen trees, combined with moving the carriage house would result overall in a net gain of light to the Lauermans. We are willing to remove the two additional pine trees, as the Lauermans have requested, if the carriage house is ultimately relocated to the south and west as planned.

### **(2) Drainage & Danger of Flooding**

The Lauermans have a long-standing, existing significant drainage problem, as the pictures they included with their letter show. Most of that problem, according to Fred Lauerman in conversation with us, is a result of their property not being graded appropriately (as water flows downhill) and backups of the city drainage on 6th Street that cause water to flow down their driveway and the driveway of their neighbor to the west. Very little drainage (less than 10% of their total) currently flows to the Lauerman property from ours and, per the engineering report, we are fully in compliance with existing permitted rules.

Our proposal was initially approved by the Village Engineering Department in April. Rob McGinnis requested a second review of the engineering based on the Lauerman's concerns and, for some reason (for which we are currently seeking understanding) the village reversed course on this approval shortly after the May ZBA meeting and made some additional recommendations. On May 21<sup>st</sup>, our architect received new comments based on the second

review stating that we are now required or recommended (unclear) to put in a full permeable paver driveway (at a cost of at least an additional \$60,000) and multiple drywells (\$25,000 each). We are now looking at potentially \$100,000+ (at a minimum) in extra costs to theoretically solve less than 10% of the Lauerman drainage issue. This is, frankly, ludicrous to us - as it will not meaningfully impact their problem and we hope in the coming week to gain an understanding of what factual basis underlies this abrupt change of course by the Village.

Furthermore, in speaking with Fred Lauerman this past weekend, he is not actually asking for any of what the Village proposes and considers the drainage issue settled if we put in a gravel retention space (as proposed by our contractor in the ZBA meeting) under the relocated structure. In addition, we would put in drainage that drained from the west property line towards that retention space. While this retention space and drainage will also cost us additional money (approximately \$25,000), we are willing to do this in the spirit of being good neighbors. We have also offered to replace the new proposed patio/walkway and parking pad with permeable surfaces (at additional costs).

Our belief, based on the engineering report, is that the existing drainage problem is clearly independent of our project, and we should not be required to spend \$100,000+ to remediate it, as whatever we do on our property will not solve their drainage issue. Based on our last conversation, doing the things we are willing to do above above (the gravel retention space, drainage from the west property line by the carriage house to the retention space, and permeable patio & parking pad) will provide the Lauermans with significant additional comfort beyond what was initially proposed, without us having to spend \$100,000 or more on unplanned driveway and drywell expenses.

### **3) Privacy & Enjoyment and Value of the Property in the Area**

Our project provides an opportunity, paid for exclusively by us, to set a historic Hinsdale building correctly on its property and secure it for generations to come. This is in addition to restoring, at the cost of millions of dollars, an elegant, historic home so it can last at least another hundred years and doing so in a way that preserves the character and aesthetic integrity of the architecture and is coherent with the neighborhood. We would expect that this project overall is something the Village would view as a positive.

In order to comply with the existing setbacks, we need to move the structure four feet south. Doing so makes the entry and exit angles to the garage bays in the carriage house much tighter due to the location of the pre-existing, restored porte-cochere of the main house. To alleviate that impractical outcome and minimize the likelihood that someone hits the porte-cochere while parking, we also need to move the house three feet west. This is well within the Village's existing setback guidelines. It is what we feel we reasonably need and is not even as far west as we could place a new structure if we were, in fact, to tear down the carriage house and replace it.

The Lauermans' letter raised concerns about design elements of our project that they did not like. All of these are within our rights to do now in the current location of the structure without any ZBA approval. And, most importantly, are not relevant to the variances we are seeking approval for, so should not be considered or be an impediment to our project moving forward.

For example, the Lauermans would prefer the stairs not to be located on the west side because they feel that it undercuts their privacy. We have explored all four sides with our architects (including multiple additional times - at additional cost - in response to discussions with the Lauermans) and the west is the best and most practical place to locate the stairs. Other options (locating stairs on south or east) would result in changing the exterior façade on the street-facing portions of the structure and would not be historically compatible. Locating stairs on the north would require moving the structure seven or eight feet south (while also moving it four feet west) and would render the driveway non-functional with the porte-cochere location. To put stairs on the north while moving it as planned (only four feet south and three feet west), would require a waiver from the Dugans, which they have indicated they will not grant, and would also require significantly changing the exterior roofline on that side, which would impact the character of the structure and its coherence with the main house.

We believe the Lauermans' privacy and security concerns as related to the stairs are not meaningfully different than what they have now as a practical matter. Some of their speculated uses of the structure are totally off base with the limited use we envisage. In any event, these concerns (which again should not in our view be sufficient to impede our project as they do not relate to the variance we are seeking and are permitted to us to do in the current location) can be adequately addressed by planting trees or bushes along the property line, which we are prepared to do, again, at our cost. Per code, we are required to have a sensor light on the staircase, which will only serve to enhance the security in that area. We have also offered to install a privacy fence along the property line for additional security. The Lauermans additionally expressed concerns about the stone patio and parking pad. We have every right to put those in on our property currently without ZBA approval. Again, these are not relevant to the variation requests related to moving the structure. However, to give them assurance that the patio is not intended to be a gathering space, we have offered to change the patio to be designed as more of a walkway.

In summary, we have set forth below our proposed accommodations and the additional cost to us beyond our proposal that was approved initially by the Village and the Engineering Department.

**Total Accommodations to the Lauermans ~ \$75,000**

<b>Accommodation Proposed</b>	<b>Approximate Additional Cost to Initial Proposal Approved by Village</b>
Removal of two large spruce trees resulting in net light gain to the Lauermans per Lauermans' request	\$5,000
Replacement of the spruce trees with new low trees/bushes along property line to provide privacy without reducing light and to screen new parking pad per Lauermans' request	\$12,500
Replacement of Engineering Dept. initially approved impermeable surfaces with permeable surfaces	\$5,000

Addition of gravel retention space under carriage house and additional drainage from west edge of lot by carriage house	\$25,000
Addition of six 16ft arbor vitae and privacy fence to west side of carriage house	\$25,000
Contribution to communal drain on Lauerman Property as proposed by Fred Lauerman in coordination with other neighbors	\$2,500
<b>Grand Total</b>	<b>\$ 75,000</b>

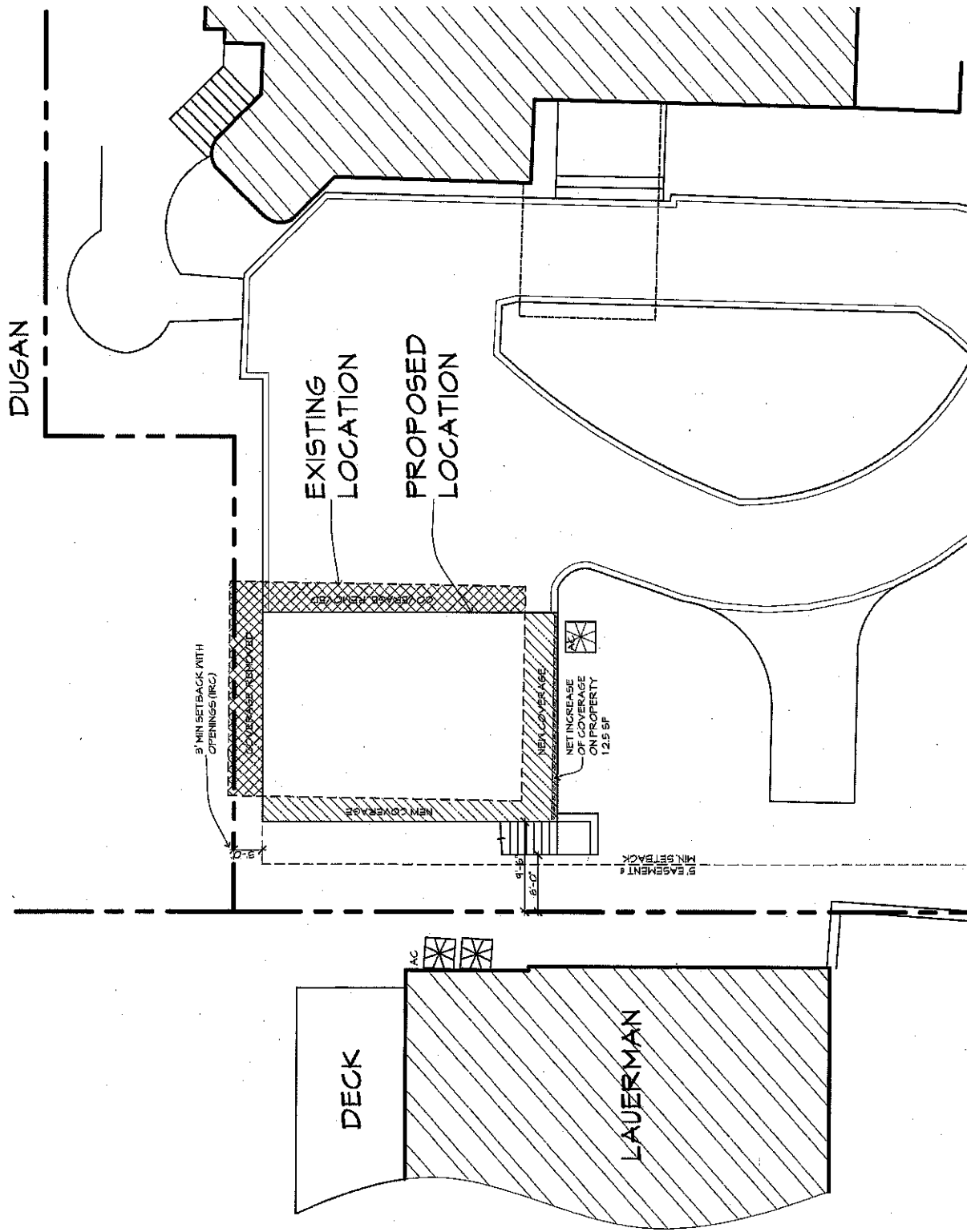
### **Current Status.**

We are sending this letter so the ZBA has the full picture, as at the Introductory Hearing, it had only the Lauermans' letter and our application. Nevertheless, as noted, we have had constructive discussions with them over the last number of weeks. Based on those, we believe the light, privacy and drainage issues are resolved as between us. Indeed, Fred Lauerman essentially said that at the end of his remarks at the Introductory Hearing. The sole remaining issue is the staircase. We understand the Lauermans don't like it, and so have in good faith explored putting it elsewhere than the west, but as noted, none of the other sides are a practical location for it. It will be elegant and in keeping with the character of the house and the neighborhood, and frankly a significant upgrade from what the dilapidated exterior wall visible to the Lauermans is now. We believe the Lauermans objection to the staircase is unrelated to the variances we are seeking, should not be considered, and in any event do not meet the materially detrimental standard. While unfortunately we cannot accommodate this one aspect of the Lauermans' objections and we are permitted to put the staircase there currently, we believe overall we have been very accommodating in trying to address as many of their concerns as we can as underlined by the expected cost of our accommodations (approx. \$75,000). Our willingness to make these various accommodations assumes that we would be granted approval to move the carriage house to the location initially proposed and that no additional expenses related to the second engineering review are required (e.g. recent driveway and drywell recommendations).

In light of the foregoing, we would respectfully ask the ZBA to recommend to the Village Trustees approval of our proposal.

Sincerely,

Neal J. and Jennifer A. Reenan



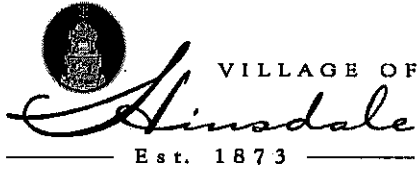
DRAWING:  
Location Overlay

DATE:  
5.23.2020

## Reenan Detached Garage

329 East Sixth Street  
Hinsdale, IL

MICHAEL ABRAHAM  
ARCHITECTURE



8a

## MEMORANDUM

**DATE:** July 10, 2020  
**TO:** Chairman Neiman and Members of the Zoning Board of Appeals  
**CC:** Robb McGinnis, Director of Community Development  
**FROM:** Christine Bruton, Village Clerk  
**RE:** V-03-20, 329 East Sixth Street

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Attached please find a letter from the attorney representing the Mr. & Mrs. Lauerman, the neighbors to the applicants in the above case.

Thank you.



**MATTHEW M. KLEIN**

*Attorney at Law*

**324 W. Burlington**

**LaGrange, IL 60525**

**708) 354-8840 / (708) 354-8850 Fax**

**matthew.klein55@gmail.com**

July 9, 2020

Robert K. Neiman, Chair, and members  
Zoning Board of Appeals  
Village of Hinsdale

Re: V-03-20, 329 East Sixth Street

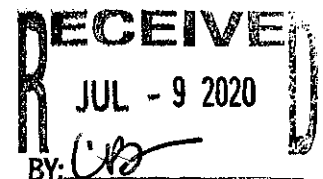
Dear Chair Neiman and ZBA members:

While constructive conversations have gone on between my clients, the Lauerman's and the Reenan's, your applicant, no resolution has been reached.

The primary issue of concern to the Lauerman's is the open staircase on the west side of the relocated and re-purposed garage. The current garage - albeit historic - is just that - a garage with perhaps some storage space in the attic. The proposal not only relocates the garage but makes the attic into habitable second floor space - useable as entertainment or even sleeping space. The only access proposed to this newly usable second floor space is the west side exterior stairway in the rear yard of the Reenan lot adjacent to the Lauerman home.

A couple of important points must first be noted - the Reenan's admit that the garage can remain in its current location, and a new foundation can be installed to support the garage. The asserted financial hardship ( not a justification for a variation) is that the garage must be lifted and moved to easily dig and pour a new foundation. Lifting and moving must occur whether the new foundation is in the existing location or a few feet south and west, and still within the existing footprint. There is no suggestion that the garage can not be restored to the existing location following construction of the new foundation.

Perhaps more important to consideration of the request as currently proposed - an exterior stairway serving an accessory structure is not permitted in a required yard. While the variations for the garage height and accessory use lot coverage are within the ZBA's authority, the location of an exterior stairway in a required yard is only allowed for a primary structure, and under the much stricter setback requirements of section 3-110 (D) [minimum yards], note 5 (f).



As to the ordinance standards for a variation - the request essentially meets none of the standards:

1. Particular Hardship or Practical Difficulty

The garage can be restored in its current location without variation - thus neither hardship nor practical difficulty exists.

2. Unique Physical Condition

The garage may be restored and the foundation reconstructed in the current location. Even if the relocation of the garage were to be allowed - the variation requested is far greater than just relocation due to the plan to use of the second floor space for entertainment or habitation, with an exterior stairway on the west side as the sole access, a major change in the use of the garage, rather than a unique condition caused by the Code or the property. Further, ample space is available on the massive - for Hinsdale - lot to allow relocation of the garage without locating it immediately adjacent to the Lauerman home.

3. Not Self Created.

The need for the variation only arises from the desire to relocate the garage, rather than restore it in its current location. The extent of the variation, and the impact on the Lauerman's, is greatly increased by the change of use of the second floor, and the proposed exterior stairway needed to allow this use, rather than maintain the current second floor use or utilize an interior stairway.

4. Denied Substantial Rights

While improving the foundation of the garage may well be needed, there is no documentation that the Reenan's would be unable to do that in the garage's current location. Even assuming relocation of the garage is warranted, the undue increase of the impact on the neighbors from the change in use of the second floor and the exterior stairway is far beyond any right of the Reenan's.

5. Not Merely Special Privilege

While the effort to preserve the contributing historic structure is meritorious, the request is to relocate the structure without bringing the garage into height compliance, while utilizing the added existing height to change the second floor use from storage to entertainment and perhaps habitation - is clearly a special privilege if allowed.

## 6. Code and Plan Purposes

The requested variation proposes not just the relocation of the garage - but also allows a significant change and increase in the use of the garage. As proposed the second floor will be new entertainment area or habitation - a coach house? The proposed change of use, with the location of the access by exterior stairway virtually on top of the Lauerman's home, is far outside of the purpose of the Zoning Code and Plan.

## 7. Essential Character of the Area

The proposed relocation of the garage - with the change of use of the second floor and the exterior stairway - would be inconsistent and injurious to the use and enjoyment of the Lauerman's home, and would reduce light, air, privacy / security to and value of the adjacent Lauerman home. The unnecessary relocation of the garage and change and increase in use of the garage is inconsistent with the more generous lot spacing provided in the SE Hindale R-1 zoning.

## 8. No Other Remedy

While the Reenans fail to address this required issue, many remedies short of the current proposal that are less imposing on the Code and on the neighbors exist. For instance: a) restoring the garage in its current location; b) relocating the garage as proposed but with an interior staircase; or c) relocating the garage as proposed, but retaining second floor use as storage and thus no need for the exterior stairway.

While there are many other objections to the proposed variation and the impact of the proposed relocation and re-purposing of the garage, we respectfully suggest that the proposal fails to meet the requirement under the Code to justify the variation as requested.

Very truly yours,

Matthew M. Klein  
Attorney for Jan and Fred Lauerman



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): Jennifer and Neal Reenan

Address of Subject Property: 329 East Sixth Street

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

### FOR OFFICE USE ONLY

Date Received: 4/7/20 Zoning Calendar No. V-03-20

PAYMENT INFORMATION: Check # 3685 Check Amount \$ 850.

## SECTION 1- NAME & CONTACT INFORMATION

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

Name: Jennifer and Neal Reenan

Address: [REDACTED]

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:

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: 090-12-225-018

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

a. Attorney:

b. Engineer: Ridgeline Consultants 1661 Aycutt Rd Montgomery IL

c. Architect: Michael Abraham Architecture 148 Burlington Ave Clarendon Hills, IL

d. Contractor: Dave Knecht Homes 15 Spinning Wheel #425 Hinsdale, IL

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:

See Attached

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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.)

See Attached

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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.)

See Attached

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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.)

See Attached

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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: Jennifer Reenan

Signature of Applicant: Jennifer Reenan

Date: 4/2/20

**MICHAEL ABRAHAM  
ARCHITECTURE**

148 BURLINGTON STREET  
CLARENDON HILLS, ILLINOIS. 60514  
PHONE (630) 655.9417

**The Reenan Residence  
329 East Sixth Street  
Hinsdale, Illinois**

May 1, 2020

**Variation Request**

**Section I**

**9. Existing Zoning**

The existing zoning is R1 with single-family detached use for the subject property. All properties and uses within a 250-foot radius of the subject property are zoned R1 single-family detached use. The principal and accessory structure are pre-code dating to the late 1890s. The existing detached garage encroaches over the North property line. The structure is registered with the National Park Service's National Register of Historic Places with the garage listed as a contributing structure. The subject property also falls within the Robbins Park Historic District.

**10. Conformity**

The proposed relocation of the existing historic structure, other than the variances being requested, will increase the overall conformity with the Village Official Comprehensive Plan and the Official Map for the subject property.

**11. Zoning Standard**

We seek two variations to the Hinsdale Zoning Code: (1) 3-110A.2 Maximum height for accessory structure and (2) 3-110F.2 Maximum building coverage, maximum total accessory uses. Conformity with these provisions is not possible as the building is an existing historic structure. Although this is an existing structure, the proposed relocation of the structure requires it to meet all current zoning and use standards per 10-102F.

**12. Successive Application**

To the best of our knowledge, no successive application has ever been filed for this request.

## Section II

### 2. Ordinance Provision

We seek two variations to the Hinsdale Zoning Code: (1) 3-110A.2 Maximum height for accessory structure and (2) 3-110F.2 Maximum building coverage, maximum total accessory uses.

### 3. Variations Sought

Variation (1): 3-110A.2 Maximum height for accessory structure:

We seek a height increase above the current maximum allowed. The current allowable maximum height of 15 feet is measured vertically from average existing grade of the four (4) corners to the mean height between principal eave and the highest ridge.

Variation (2): 3-110F.2 Maximum building coverage, maximum total accessory uses:

We seek an increase in the maximum allowable building coverage, maximum total accessory use beyond the allowable 10% of lot area. This calculates to  $(.1(41,928\text{SF})) = 4,192.8$  maximum allowable square feet for the subject property.

### 4. Minimum Variation

Variation (1): 3-110A-2 Maximum height for accessory structure:

The variation required is an increase of 4'-7". This is a zero increase from what exists today.

Variation (2): 3-110F. 2 Maximum building coverage, maximum total accessory uses:

The variation required is an increase 3,800 square feet to the allowable. This is a 1% increase from what exists today for a margin of error.

### 5. Standards for Variation

(a) Unique Physical Condition:

The current 1 ½ story frame detached garage was built originally as the coach house to the Nationally Registered Historic Orland P. Bassett House, the principal structure on the subject property. Both were constructed around the same time in the late 1890s and the detached structure is listed as a contributing structure on the National Park Service application. The coach house was later converted to 3-car garage. In 1949, the subject property was subdivided and the North 92-feet of the lot was sold off and a new home was constructed there. For unknow reasons, the detached garage was partially located on the new subdivided property to the North, as shown on the plat of survey. An easement was recorded with the DuPage County Assessor's office (R67-14747) for the continued use and maintenance of the structure.

During investigative excavation of the sub-structure for the detached garage, the detached garage was found to be sitting on a severely detreated timber foundation. The International Residential Code with Hinsdale provisions directly prohibits this type of construction. With the intent to restore the exterior façade and create a finished space in the upper level of the structure, it was determined that a concrete foundation system must be part of the project scope in order to protect the structure from any further deterioration and ensure it will last for generations to come.

Adding new foundation meant having to lift the structure off the current timbers and dig directly under it. Through bidding of trades, it was determined that less financial hardship would be realized by digging adjacent to the structure and relocating it to the new sitting as proposed. Given the structure's encroachment, this route made perfect sense.

The accessory building coverage on the subject lot is counted from two existing structures. A roughly 7,217 square foot tennis court that was built in the 1970s and the 687 square foot detached garage. Combined these make up the allowable accessory building coverage.

**(b) Not Self-Created**

The aforesaid unique physical condition as stated in 5(a) above is not a result of any action or inaction of the owner, or of the owner's predecessors in the title. The encroachment easement was known to the owner prior to acquisition of the subject property. This existed prior to the time of the enactment of the provisions from which we seek a variation.

**(c) Denied Substantial Rights**

It is currently our right to fix the detached garage in place with no variations. However, our desire to relocate the detached garage fully on the subject property and abandon the encroachment easement is not allowed per Hinsdale Zoning Code. This is due to the existing structure not meeting the two provisions on which we seek variation.

**(d) Not Merely Special Privilege**

The requested variations are not merely special privilege or additional for the occupant to enjoy. The variations are for the protection and preservation of this National Registered Place's contributing structure.

**(e) Code and Plan Purposes**

The variation will not result in use or development of the subject property causing discord with the general and specific purposes, which the code and the provision - from which a variation is sought - were enacted, or from the general purpose and intent of the Official Comprehensive Plan.

**(f) Essential Character of the Area**

- (1) The variations will not 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.
- (2) The variations will not materially impair an adequate supply of light and air to the properties and improvements in the vicinity.
- (3) The variations will not substantially increase congestion in the public streets due to traffic or parking.
- (4) The variations will not unduly increase the danger of flood or fire.
- (5) The variations will not unduly tax public utilities and facilities in the area.
- (6) The variations will not endanger the public health or safety.

**(g) No Other Remedy**

As stated above, the structure can be maintained in place. We are looking to meet current setback codes and properly restore the structure. The variations to the code being requested are not more than what is existing.

This instrument was prepared by:  
Jason A. Doran  
Momkus McCluskey, LLC  
1001 Warrenville Road, Suite 500  
Lisle, Illinois 60532  
630-434-0400

After recording, return to:

NEAL REENAN  
329 E. 6<sup>TH</sup> ST.  
HINSDALE, IL  
60521



Send Subsequent Tax Bills to:

NEAL REENAN  
329 E. 6<sup>TH</sup> ST.  
HINSDALE, IL  
60521

**WARRANTY DEED**  
(Individual to Individual)

THE GRANTORS, Stephen C. McGue and Julie R. McGue, husband and wife, of Hinsdale, County of DuPage, State of Illinois, for the consideration of ten and 00/100 dollars (\$10.00) and other valuable consideration in hand paid, CONVEY and WARRANT to Jennifer Reenan and Neal Reenan, husband and wife, of 3811 Mallard, Naperville, Illinois 60564, not as tenants in common, not as joint tenants, but as TENANTS BY THE ENTIRETY, all right, title and interest in the following described real estate situated in the County of DuPage, in the State of Illinois, to wit:

LOTS "B" AND "C" (EXCEPT THE NORTH 111.8 FEET OF THE WEST 50 FEET OF SAID LOT "C") IN THE RESUBDIVISION OF HAROLD E. MOYER'S SUBDIVISION OF LOT 4 IN BLOCK 11 OF W. ROBBINS PARK ADDITION TO HINSDALE, IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED ON AUGUST 30, 1949 AS DOCUMENT 575058, IN DUPAGE COUNTY, ILLINOIS.

Subject to: covenants, conditions and restrictions of record and building lines and easements, if any, and general real estate taxes not due and payable at the time of closing.

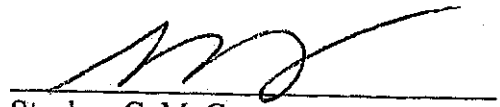
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever.

Permanent Real Estate Index Number: 09-12-225-018-0000

Address of Real Estate: 329 E. 6th Street, Hinsdale, Illinois

Affiants further state naught.

Dated: 6-22-2016, 2016

  
Stephen C. McGue

STATE OF ILLINOIS     )  
  )  
COUNTY OF DuPage    )

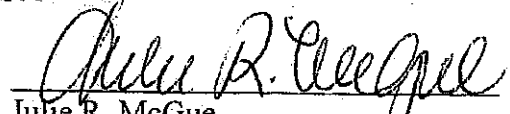
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen C. McGue, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, produced drivers license as identification and acknowledged that he signed, sealed and delivered the Warranty Deed as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal,  
This 22 day of June, 2016.

  
Notary Public



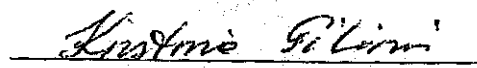
Dated: 6.22, 2016

  
Julie R. McGue

STATE OF ILLINOIS     )  
  )  
COUNTY OF DuPage    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Julie R. McGue personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, produced drivers license as identification and acknowledged that she signed, sealed and delivered the Warranty Deed as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal,  
this 22 day of June, 2016.

  
Notary Public





# PLAT

PHOEBE H. DUTCHER  
Recorder of Deeds  
Du Page County  
Wheaton, Illinois

Nº 2209

Date 5-12-67

Check

Cash

RECEIVED FROM Scotfield + Main

\$9.00

TITLE Deed in Trust Easement

Henry L. Fox - Grantor  
Haris T. & BK # 32657 - Trustee

DESCRIPTION pts of Resub of Harold E. Moyer Sub of Lt 4 B 11 G. Robbin

Park Add to Hinsdale

Sec. 12 Twp. 35. Rng. 11

DATE OF INSTRUMENT May 8, 1967

MAIL TO Scotfield + Main

First National Bank Bldg - Hinsdale, Ill. 60521

Copies Certified

CHARGE

Accompanying Papers Deed in Trust Easement

BOOK 52

PAGE 147

R67-14747

THIS HAS  
FILED FOR RECORD IN RECORDERS  
OFFICE OF DU PAGE COUNTY, ILLINOIS

MAY 12 1967 -9 35AM

*Phoebe H. Dutcher*  
RECORDER

## DEED IN TRUST

MAY 12 1967 -9 35AM

This Indenture Witnesseth, THAT THE GRANTORS  
HENRY L. FOX AND DOROTHY D. FOX, his wifeof the County of Du Page and State of Illinois, for and in consideration  
of ONE (\$1.00) Dollars, and other good and valuable considerations in hand  
paid, Convey and Quit Claim unto HARRIS TRUST AND SAVINGS BANK  
A CORPORATIONof ILLINOIS as Trustee under the provisions of a trust agreement dated the  
11th day of March, 1967, and known as Trust Number 32687  
(hereinafter referred to as "said trustee," regardless of the number of trustees,) the following described  
real estate in the County of Du Page and State of Illinois, to-wit:  
A non-exclusive easement for the purpose of maintaining the  
frame garage located thereon for the use and maintenance  
of said garage over the premises described in the Rider  
attached hereto and made a part hereof and described as parcel  
"A" appurtenant to and for the benefit of the premises  
described as parcel "B" in said Rider.  
See Rider attached hereto and made a part hereof.TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the  
uses and purposes herein and in said trust agreement set forth.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; 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 such 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 present or in future, 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, contract 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 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 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, authorities, duties and  
obligations of its, his 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.If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby  
directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in  
trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the  
statute in such case made and provided.And the said grantor hereby expressly waive and release any and all right or benefit  
under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of home-  
steads from sale on execution or otherwise.In Witness Whereof, the grantors aforesaid have hereunto set their hands and  
seals this 11th day of May, 1967Henry L. Fox [SEAL]  
Henry L. FoxDorothy D. Fox [SEAL]  
Dorothy D. FoxA delineation of the property  
described in this instrument  
appears inPLAT BOOK NO. 52 PAGE 147900  
12

R67-14747

STATE OF ILLINOIS  
COUNTY OF DU PAGE

1. LOUIS R. MAIN

NOTARY PUBLIC in and for said County, in the

State aforesaid, do hereby certify that

HENRY L. FOX AND DOROTHY D. FOX, his wife

personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person  
and acknowledged that they signed, sealed and delivered the said instru-  
ment as their free and voluntary act, for the uses and purposes  
therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notaral seal this

8th day of May A. D. 19 67

Louis R. Main

LOUIS R. MAIN



Trust No. \_\_\_\_\_

## Deed in Trust

HENRY L. FOX AND

DOROTHY D. FOX, HIS WIFE

TO

HARRIS TRUST AND SAVINGS BANK

TRUSTEE

SCOTFIELD AND MAIN  
FIRST NATIONAL BANK BUILDING  
HINSDALE, ILLINOIS

GEORGE E. COLE & COMPANY

RIDER

R67-14747

RIDER attached hereto and made a part hereof DEED IN TRUST between HENRY L. FOX AND DOROTHY D. FOX, His wife, and HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated March 11, 1967 and known as number 32687.

PARCEL "A"

Commencing at the Southeast corner of the North 111.8 feet of the West 50 feet of Lot "C" in the Resubdivision of Harold E. Moyer's Subdivision of Lot 4 in Block 11 of W. Robbins' Park Addition to Hinsdale, a subdivision of the South half of the Northeast quarter and the North half of the North half of the Southeast quarter of Section 12, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded August 30, 1949 as Document 575058; thence West 15 feet on the South line of said North 111.8 feet for a place of beginning; thence continuing West 22.5 feet on the said South line; thence North 1.5 feet, thence East 22.5 feet, thence South 1.5 feet to the place of beginning in Du Page County, Illinois

PARCEL "B"

Lots "B" and "C" (except the North one hundred eleven and eight tenths (111.8) feet of the West fifty (50) feet of said Lot "C") in the Resubdivision of Harold E. Moyer's Subdivision of Lot four (4) in Block eleven (11) of W. Robbins Park Addition to Hinsdale, in Section twelve (12), Township 38 thirty eight North, Range eleven (11), East of the Third Principal Meridian, according to the plat of said Resubdivision recorded on August 30, 1949 as Document 575058, in Du Page County, Illinois.

This easement shall terminate upon the destruction of the garage or upon the removal of said garage located thereon.

See Plat of Survey attached hereto showing delineation of easement.

900/12

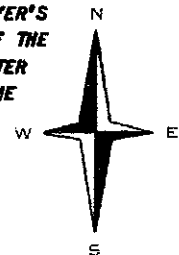
# PLAT OF SURVEY of

Book 52  
Page 147

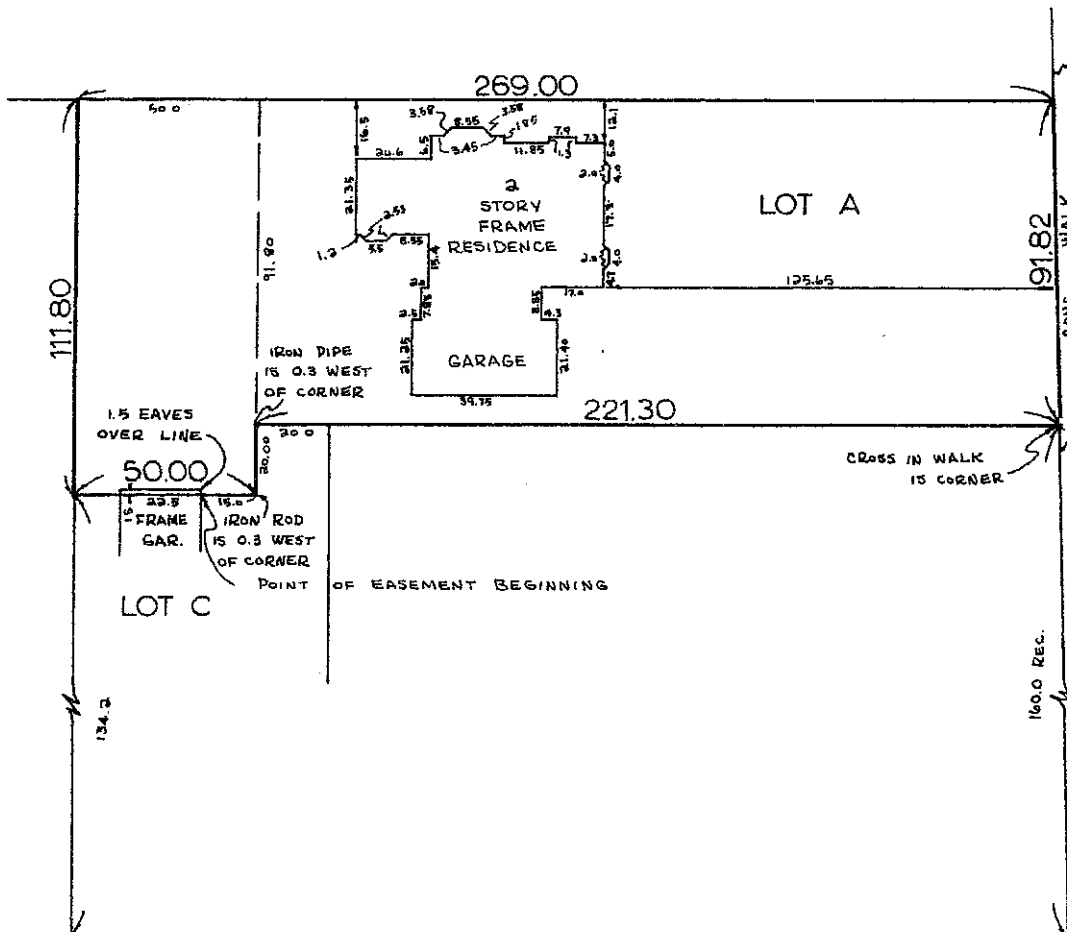
LOT A AND THE NORTH 111.8 FEET OF THE WEST 50 FEET OF LOT C IN THE RESUBDIVISION OF HAROLD E. MOYER'S SUBDIVISION OF LOT 4 IN BLOCK 11 OF W. ROBBINS' PARK ADDITION TO HINSDALE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 30, 1949 AS DOCUMENT 575058, IN DU PAGE COUNTY, ILL.

AND

SHOWING EASEMENT UNDER GARAGE EAVES



SCALE 1" = 30'



6TH ST. (82.5)

For Details of this

Deed in Trust Easement

See Doc. R67-14747

State of Illinois  
County of DuPage

This is to certify that I RONALD W. SCOTT, Professional Land Surveyor No. 1630, have surveyed the above described property as shown on the annexed Plat, which is a correct representation of said survey. All distances are in feet and decimals thereof, and are corrected to a temperature of 68° Fahrenheit.

Given under my hand and seal this 18th day of December, A.D. 1963

Ronald W. Scott (Seal)  
Illinois Land Surveyor No. 1630

For Building Restrictions and Easements refer to your Abstract, Deed, Guarantee Policy and Local Ordinances.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE

R67-14747

FILED FOR RECORD IN RECORDERS OFFICE OF DU PAGE COUNTY, ILLINOIS

MAY 12 1967 -9 35AM

Charles H. Dwyer  
RECORDER

IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.

JOB NO. 700  
BOOK F-3 PAGE 17  
DRAWN BY R.W.S.  
CHECKED BY B.L.W.

**VILLAGE OF HINSDALE**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3489  
630.789.7030

**Application for Certificate of Zoning Compliance**

*You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.*

**Applicant's name:** Jennifer and Neal Reenan

**Owner's name (if different):** \_\_\_\_\_

**Property address:** 329 East Sixth Street

**Property legal description:** [attach to this form]

**Present zoning classification:** R-1, Single Family Residential ☒

**Square footage of property:** 41,928

**Lot area per dwelling:** 1

**Lot dimensions:** 160 x 275

**Current use of property:** Single Family Detached

**Proposed use:** ☒ Single-family detached dwelling  
☐ Other: \_\_\_\_\_

**Approval sought:** ☐ Building Permit ☒ Variation  
☐ Special Use Permit ☐ Planned Development  
☐ Site Plan ☐ Exterior Appearance  
☐ Design Review  
☐ Other: \_\_\_\_\_

**Brief description of request and proposal:**

Relocation of existing detached garage

**Plans & Specifications:** [submit with this form]

**Provided:                      Required by Code:**

**Yards:**

front:	<u>240.0'</u>	Average
interior side(s)	<u>2.5' /</u> _____	<u>2.0' /</u> _____

Provided:

Required by Code:

corner side	101'	Average
rear	6.0'	5.0'
<b>Setbacks (businesses and offices):</b>		
front:		
interior side(s)	/	/
corner side		
rear		
others:		
Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		
<b>Building heights:</b>		
principal building(s):	N/A	
accessory building(s):	N/A	
<b>Maximum Elevations:</b>		
principal building(s):	N/A	
accessory building(s):	19.58'	15.0'
Dwelling unit size(s):		
Total building coverage:	5653.8sf	10482sf
Total lot coverage:	15746sf	20964sf
Floor area ratio:	7815.1sf	10356sf
Accessory building(s):	(1) <sup>Detached</sup> Detached Garage	
<b>Spacing between buildings:</b> [depict on attached plans]		
principal building(s):	31'	
accessory building(s):		
Number of off-street parking spaces required: _____		
Number of loading spaces required: _____		

Statement of applicant:

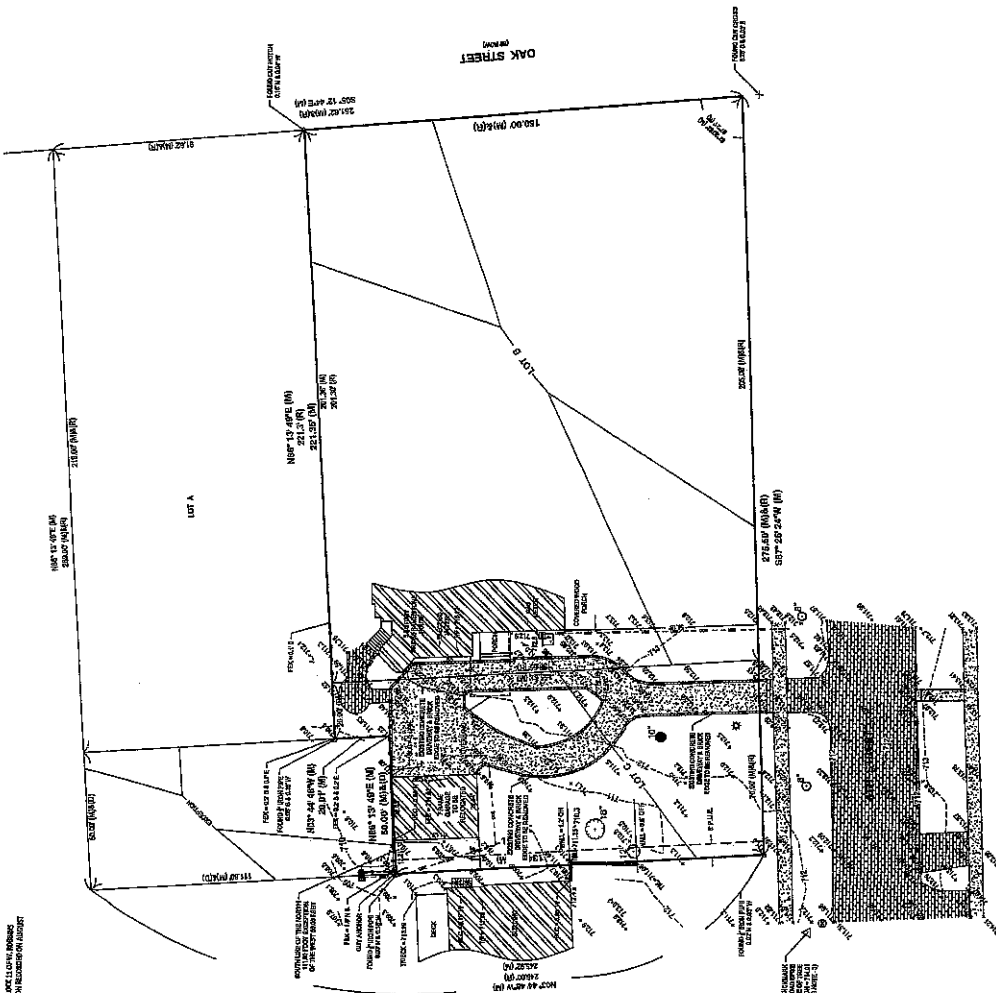
I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: Jennifer Reenan  
Applicant's signature

Jennifer Reenan  
Applicant's printed name

Dated: April 4, 2020

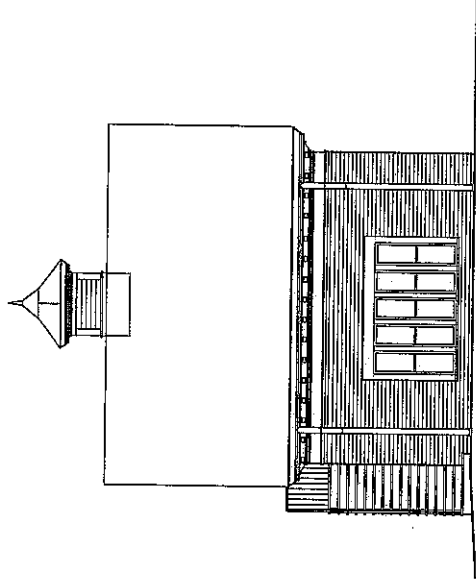
- ELECTRIC LINE \_\_\_\_\_  
GAS LINE \_\_\_\_\_  
TELEPHONE LINE \_\_\_\_\_



- [illegible]



LOT COVERAGE TABULATION	
EXISTING	PROPOSED
PERVIOUS IMPERVIOUS	PERVIOUS IMPERVIOUS
61.1% 25.2%	61.1% 25.2%
2,848 18,768	2,848 18,768
DRIVWAYS	DRIVWAYS
6.1% 2.8%	6.1% 2.8%
7,217 7,217	7,217 7,217
TENNIS COURT	TENNIS COURT
505	505
PATIO/OTHERS	PATIO/OTHERS
1,928 480	1,928 480
TOTAL	TOTAL
41.9% 100%	41.9% 100%
ASSUME A 1' ROOF OVERHANG	ASSUME A 1' ROOF OVERHANG
NET NEW IMPERVIOUS AREA = 804 SF	NET NEW IMPERVIOUS AREA = 804 SF



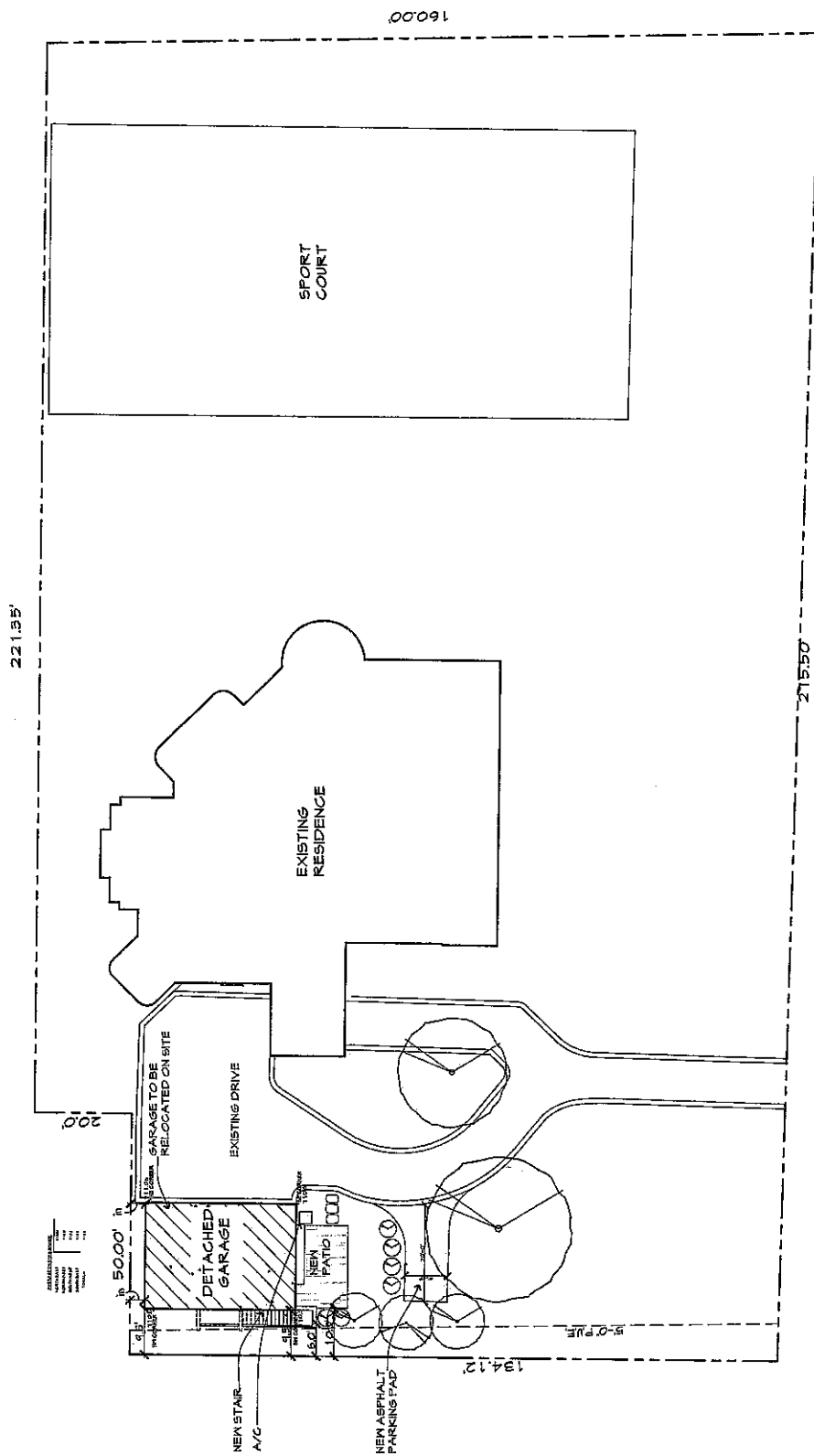
# REENAN DETACHED GARAGE

329 EAST 6TH STREET HINSDALE IL

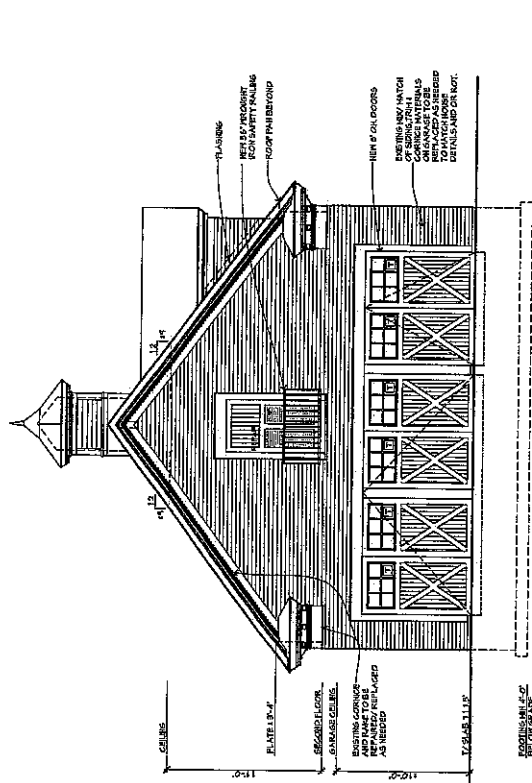
M I C H A E L   A B R A H A M   A R C H I T E C T U R E

148 BURLINGTON AVENUE CLARENDON HILLS IL PHONE (630) 665-9417 MICHAEL-ABRAHAM.COM

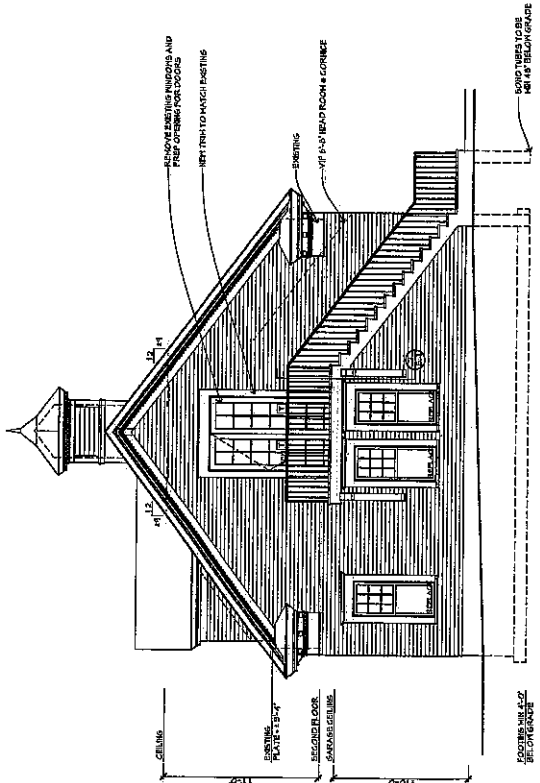




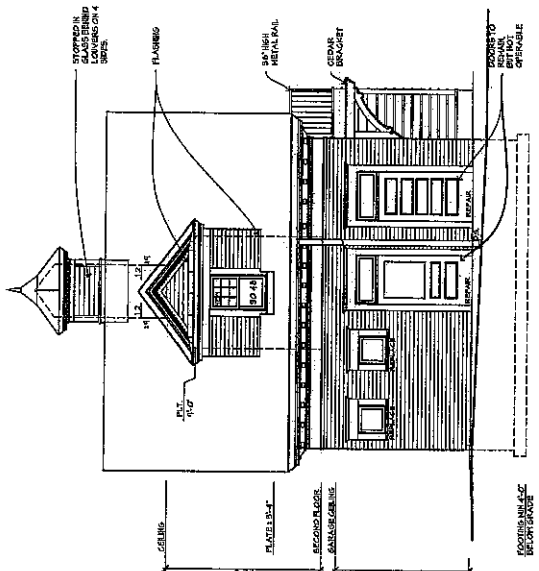




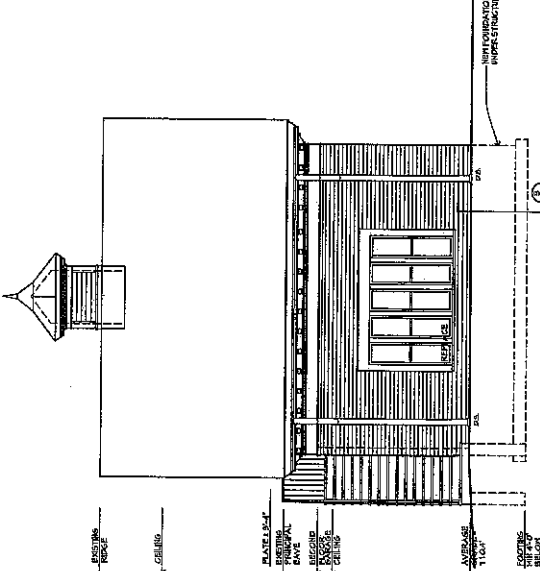
EAST ELEVATION  
1/4" = 1'-0"



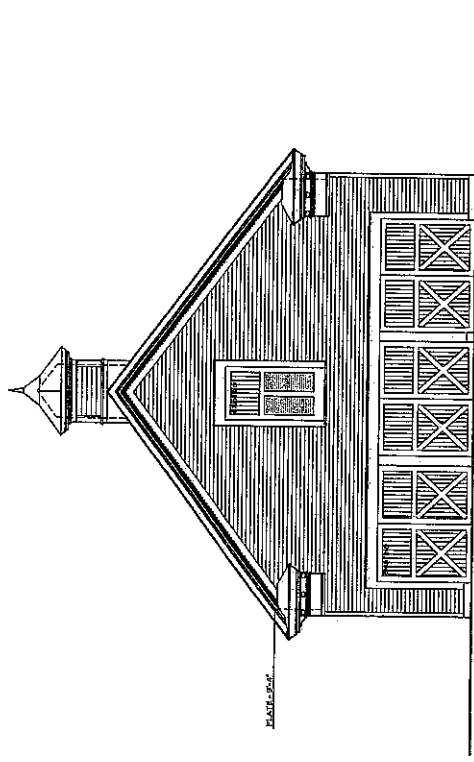
WEST ELEVATION  
1/4" = 1'-0"



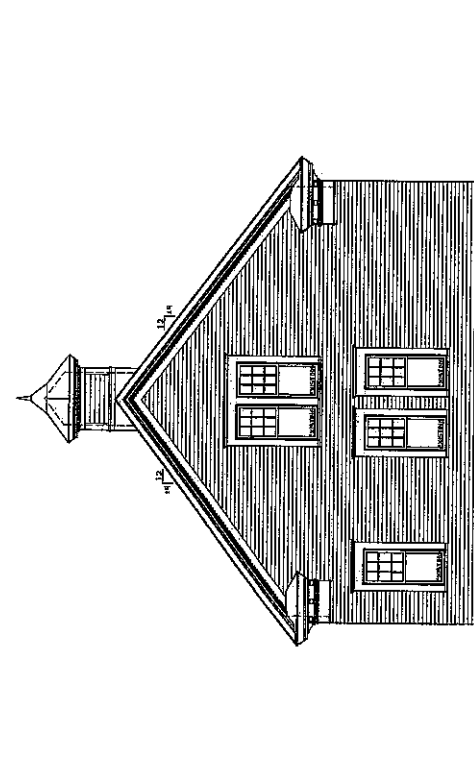
NORTH ELEVATION  
1/4" = 1'-0"



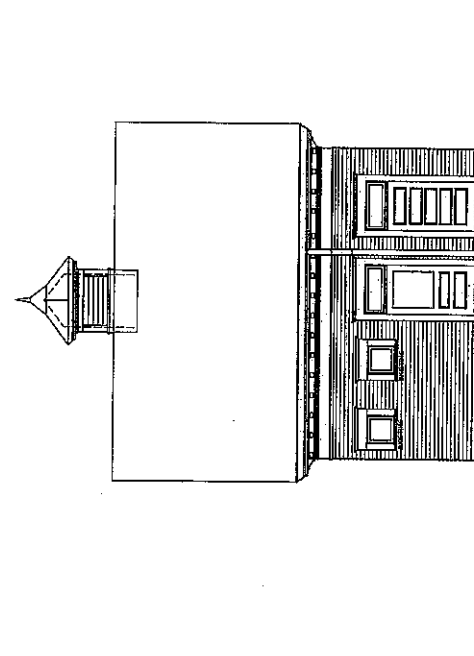
SOUTH ELEVATION  
1/4" = 1'-0"



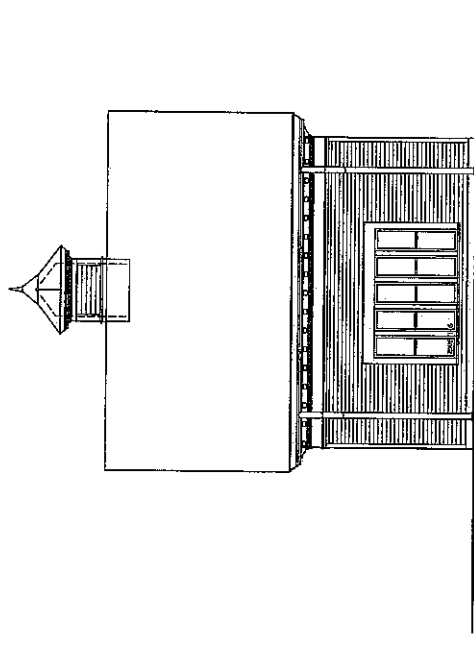
AS BUILT  
EAST ELEVATION  
1/4" = 1'-0"



AS BUILT  
WEST ELEVATION  
1/4" = 1'-0"

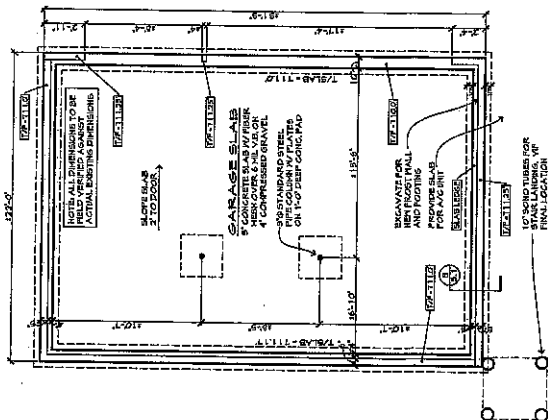
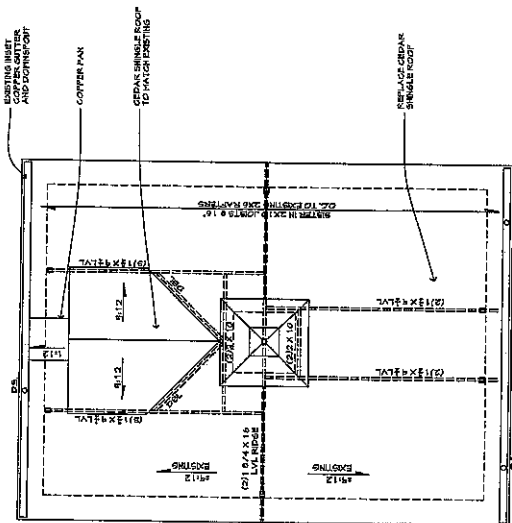


AS BUILT  
NORTH ELEVATION  
1/4" = 1'-0"

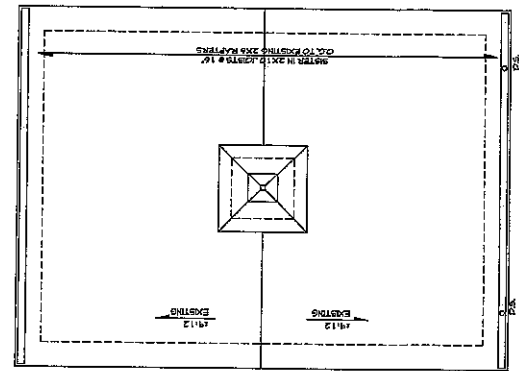


AS BUILT  
SOUTH ELEVATION  
1/4" = 1'-0"

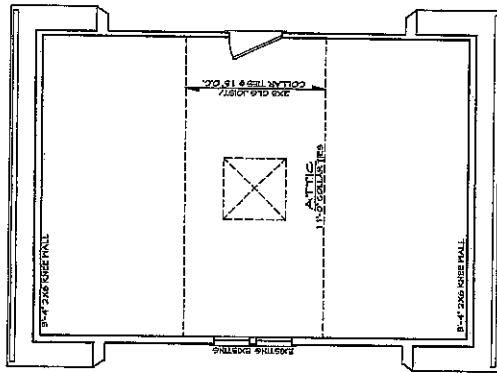
Z  
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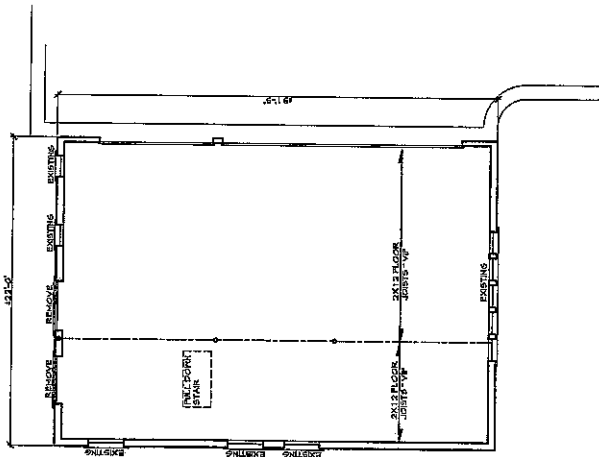




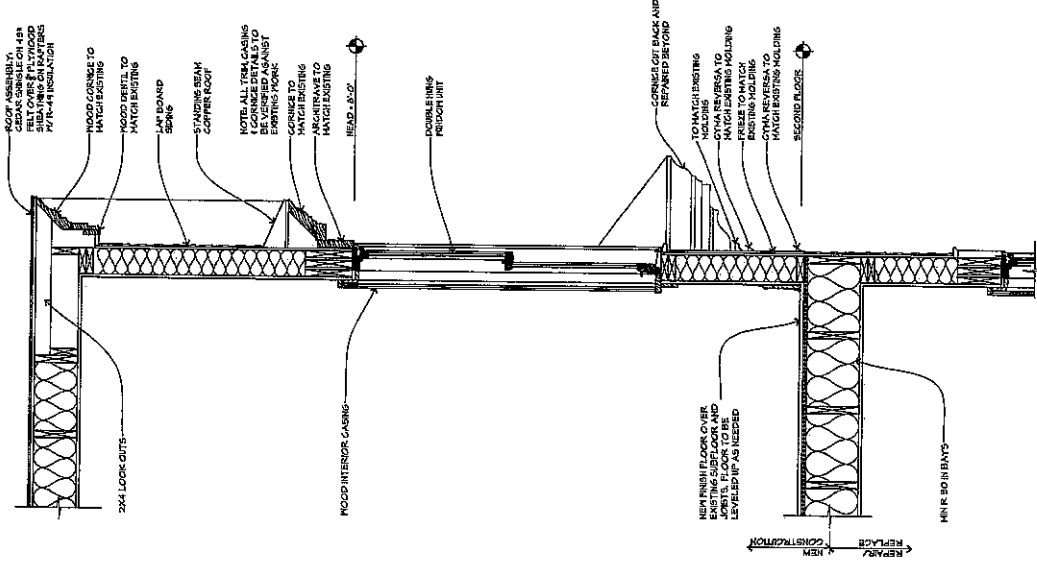
AS BUILT  
NO PLANS



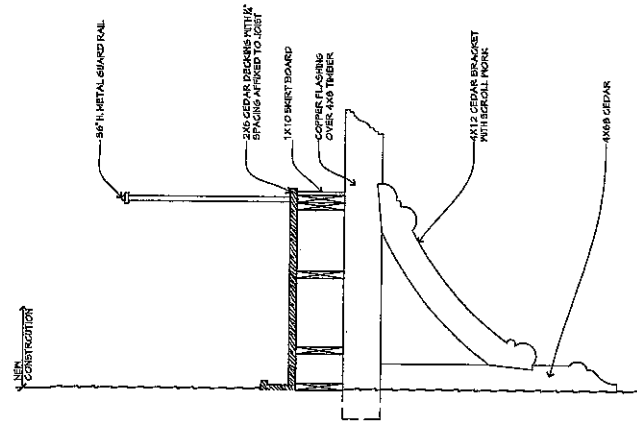
AS BUILT  
SECOND FLOOR PLAN  
1/4" = 1'-0"



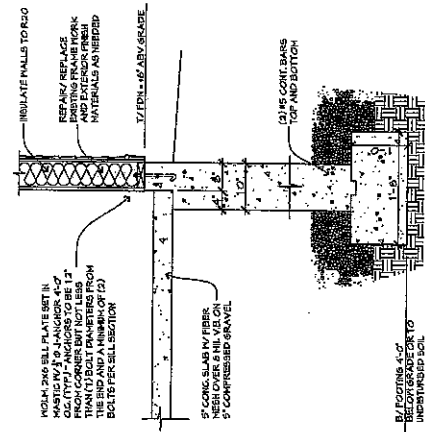
AS BUILT  
FIRST FLOOR PLAN  
1/4" = 1'-0"



1 SECTION AT SOUTH DORMER  
SCALE 1" = 1'-0"

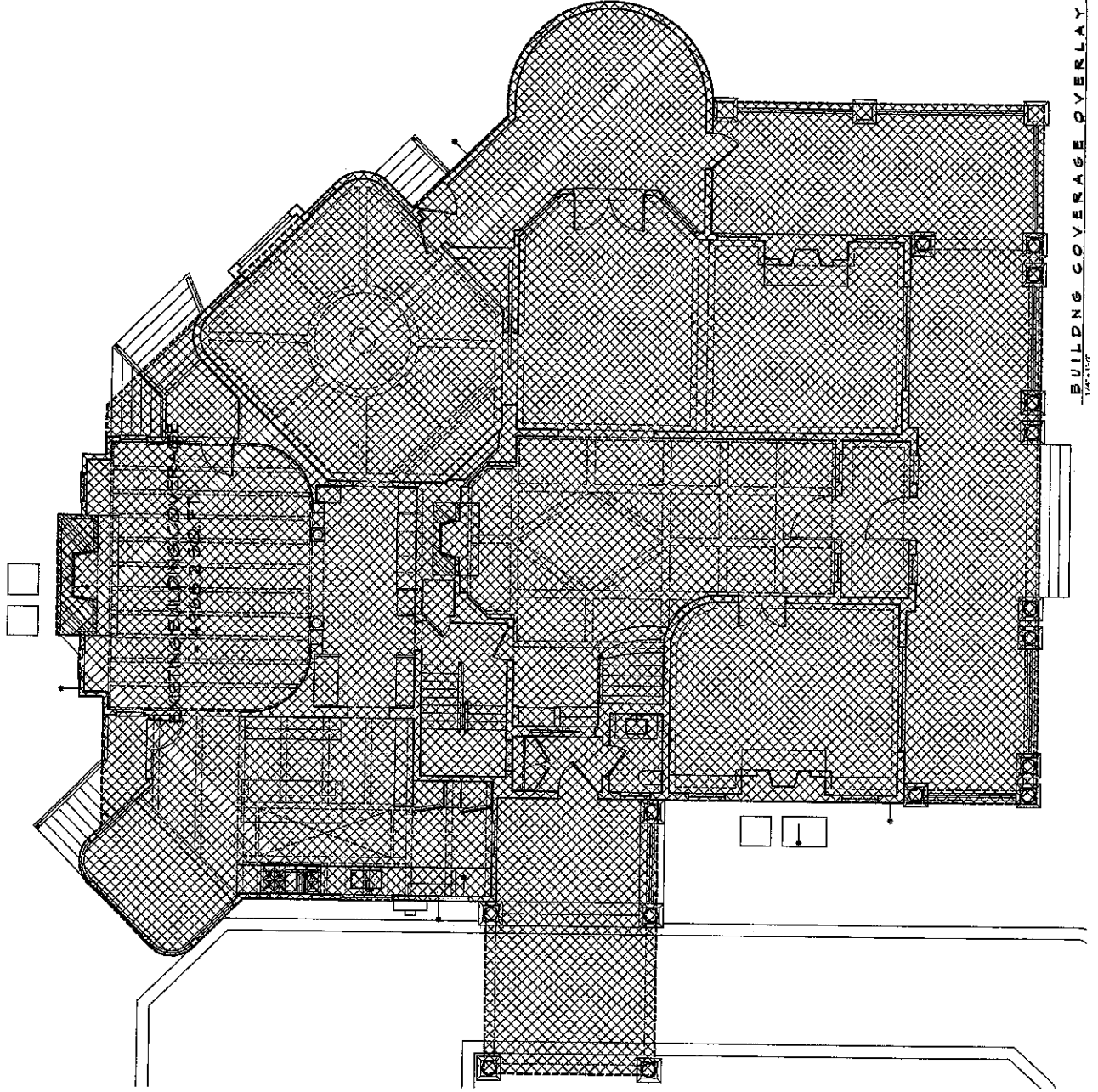
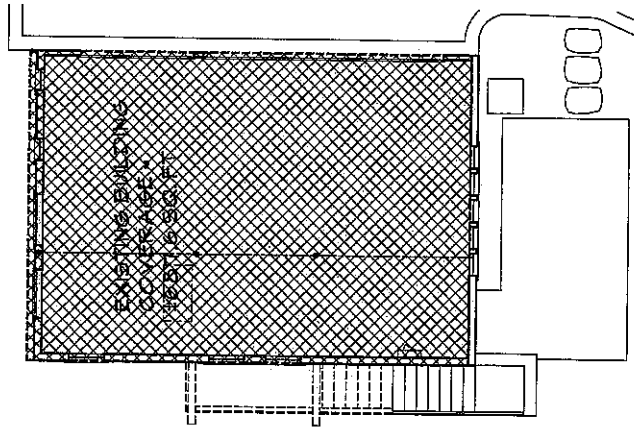


2 BRACKET DETAIL  
SCALE 1" = 1'-0"

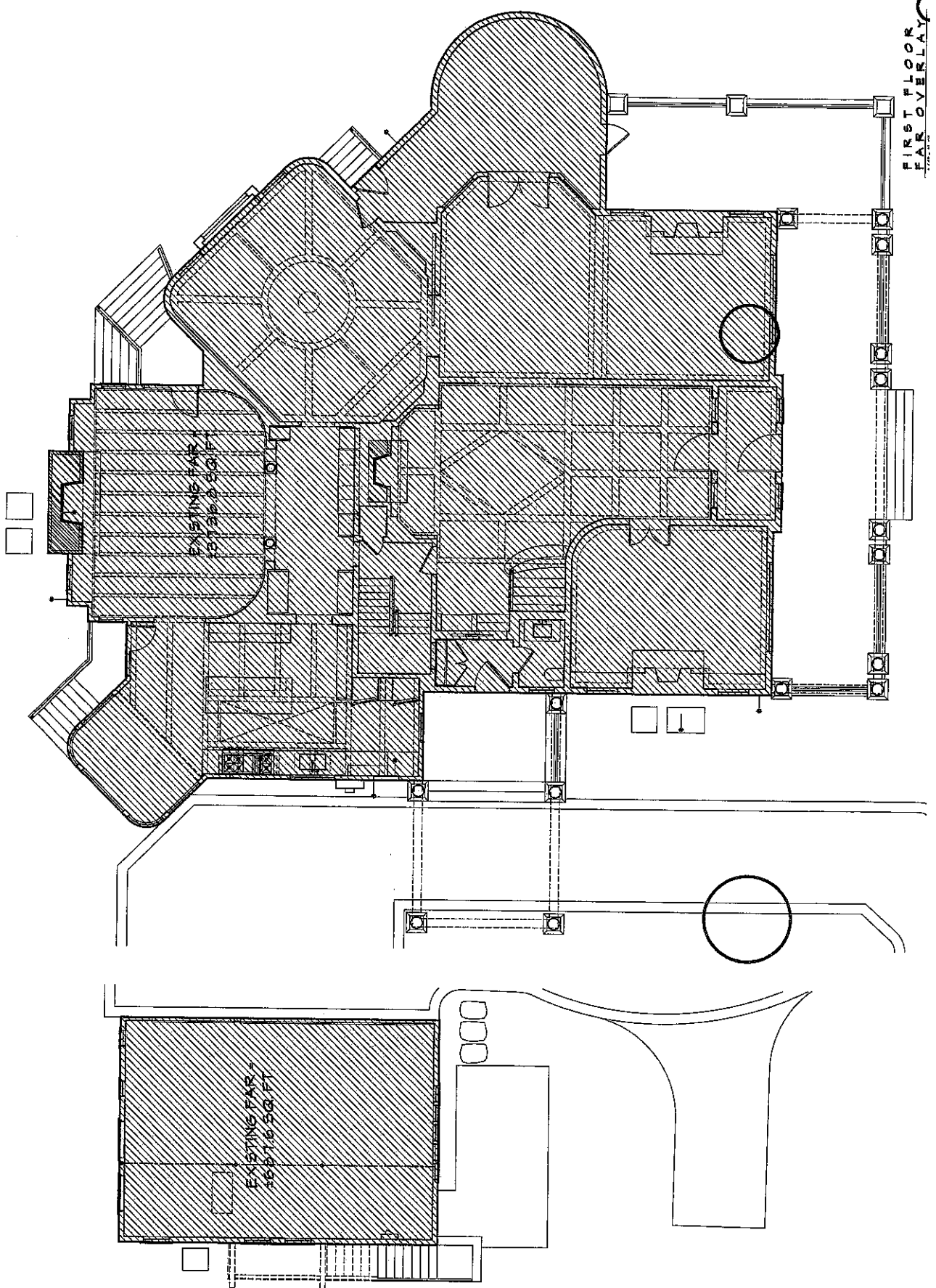


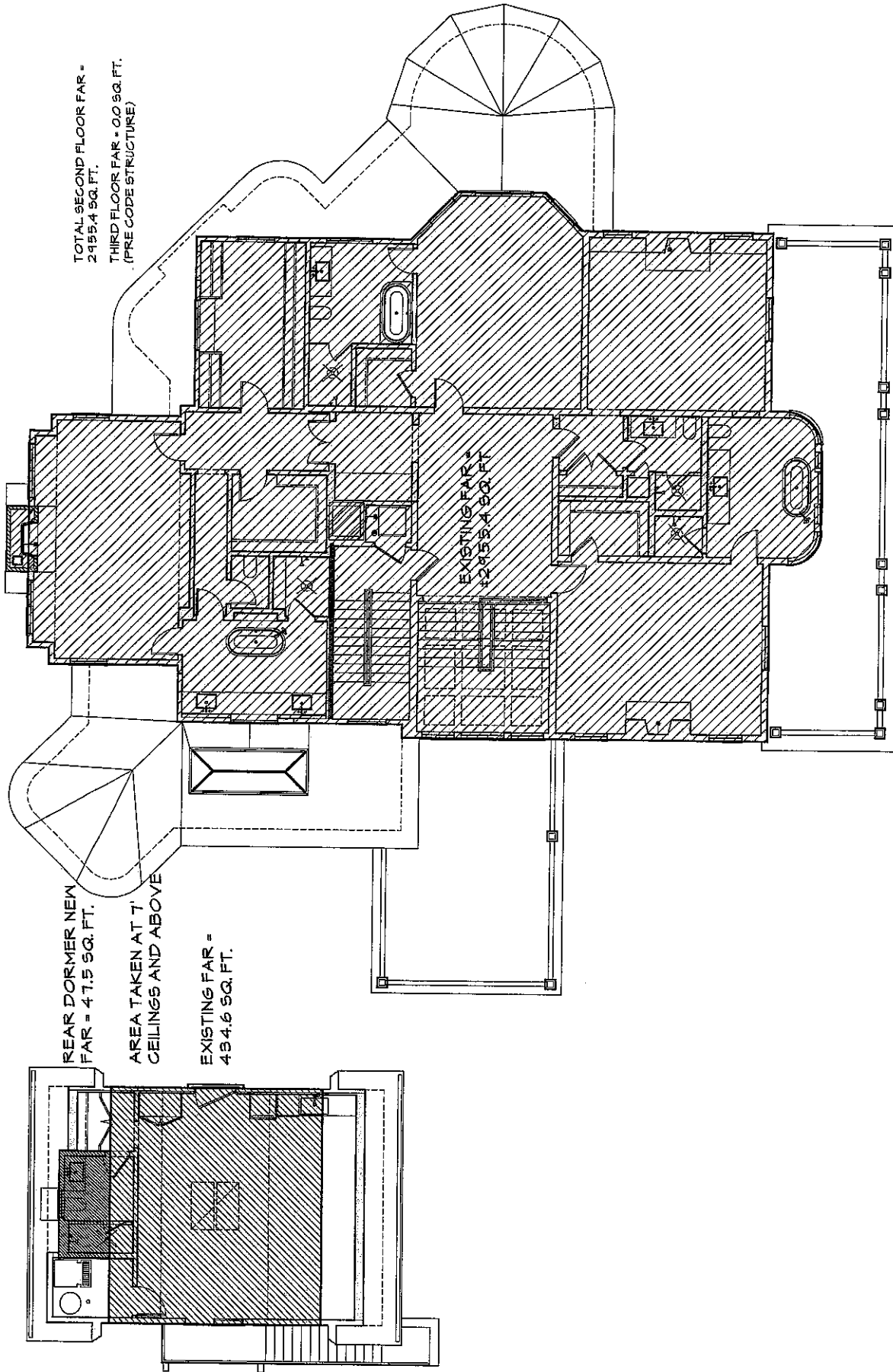
3 PROPOSED FOUNDATION DETAIL  
SCALE 1" = 1'-0"

EXISTING SPORT COURT -  
±7217.1 SQ. FT.



BUILDING COVERAGE OVERLAY  
1/2" = 1'-0"





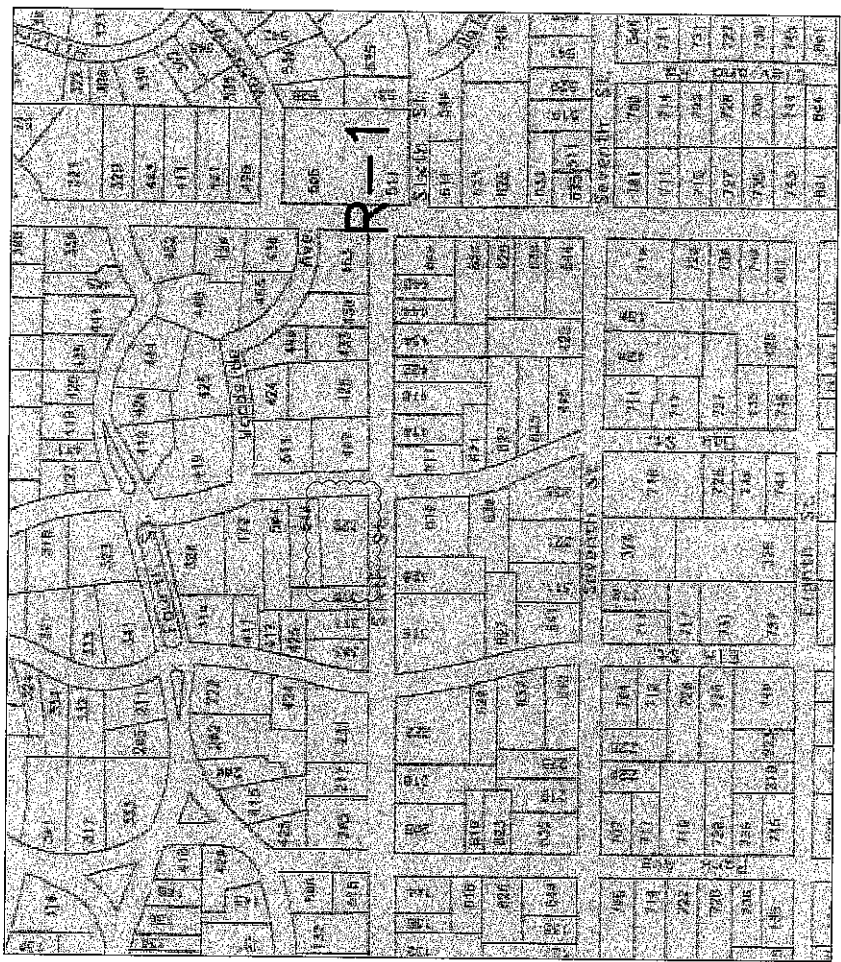
PROJECT NO:  
18013

CHECKED:  
MA

DOCUMENT:  
Issued for Permit 20\_04.07  
Variation Request 20\_04.07

Reenan Detached Garage  
329 East Sixth Street  
Hinsdale, IL

MICHAEL ABRAHAM  
ARCHITECTURE





8a

## MEMORANDUM

**DATE:** July 10, 2020  
**TO:** Chairman Neiman and Members of the Zoning Board of Appeals  
**CC:** Robb McGinnis, Director of Community Development  
**FROM:** Christine Bruton, Village Clerk  
**RE:** V-03-20, 329 East Sixth Street

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Attached please find an additional letter from Mr. & Mrs. Lauerman and one from their attorney relative to the above named case.

Thank you.

Janet and Fred Lauerman  
319 East Sixth Street  
Hinsdale, IL 60521

Robert K. Neiman, Chair, and members  
Zoning Board of Appeals  
Village of Hinsdale  
Re: V-03-20, 329 East Sixth Street

We have asked our lawyer, Matthew Klein, to submit a letter to you, dated July 9, 2020, addressing the legal aspects of the proposed project at 329 East Sixth Street.

Our approach has never been to pursue a legal solution, but to seek a neighborly path forward through reasonable accommodation of competing interests. We have expressed this in previous letters and communications to both the Reenans and to the ZBA members (dated May 11, May 17, and June 16, 2020). However, we sought legal guidance to properly understand the intent and complexities of the local Zoning Codes.

Please understand that since the Reenans Final Letter of May 29, 2020, we have not had any further discussions about the project, except our granting them permission to use our property to connect their electric line.

Again in this letter, we restate our own very specific concerns which we outlined in our letter (dated May 11, 2020) to the Reenans and copied to the ZBA, and which referred to the Application of Variances, Section II, Sub-Section 5, Standards for Variation, Paragraph (f) points 4,2 and 1 of the code.

Simply stated:

- 1) Relocation of a large 31 foot long, overly tall 19.7 foot garage (previously used only for parking and storage) – to be moved 4 foot further South toward 6<sup>th</sup> Street, and 3 foot West closer to our property
  - This building is already 4.7 feet over the maximum average height allowable (30% over Code) and already detracts from our light
- 2) In addition, added to the structure on the West side is an exterior 3 1/2 + foot wide and 15 foot tall and long stairway (where none previously existed) to a 9 foot long balcony with a sliding door (where none previously existed) as the proposed and only access point to the upper half of the garage to proposed living space (where none previously existed)
  - This will run immediately opposite and parallel to and be visible from our deck, dining room, and upstairs bedroom bringing the building additionally closer so that the entire structure will be 1/3<sup>rd</sup> closer to the side wall of our house
  - Please note that the drawing as detailed on the last page of the Final Letter from the Reenans, dated May 29, 2020, is not accurate as it does not portray the full length of the stairway and the balcony
  - This Exterior stairwell will be constructed on to a Secondary building with Zoning Code implication
  - With alteration to character and use of historic building designation



- 3) Creation of Upstairs Living space in a Secondary structure (where none previously existed) with remote access by this Exterior stairway and doorway which is not visible to Reenan's house
  - Major change in use of Secondary building for residential use
  - Please note that this building has never been recognized or used as a "Coach House" but rather a simple barn/garage structure unattached and adjacent to the single family home
  - Additional Living space unattached in a Single family zone with Zoning Code implication
- 4) Any proposed landscaping placed between the stairwell and our house will crowd onto to our property line
  - Creates a 16 foot high, and wide "green wall" with additional loss of light
- 5) Additional parking pad opposite our dining room
  - With potential for increased water run off

Specifically, we disagree with the Reenan's opinion stated in their Final letter that there will be no material impact on our property. We maintain that approval of the requested Variances will indeed have a material and negative impact on our property. In fact no satisfactory resolution has been reached contrary to the statement made in the Reenan's letter that "the light, privacy, and drainage issues are resolved between us" (page 6). That we will in fact suffer from

- Loss of natural light to the back room (den), dining room, and upstairs bedroom
- Loss of privacy and security with exterior stairway and entrance directly opposite and with potential access to our deck, yard and home
- With potential for loss of property value
- Water run off from Reenan property may not be "materially" increased with this building; we welcome their proposal as laid out in their Final Letter to mitigate our current concerns.

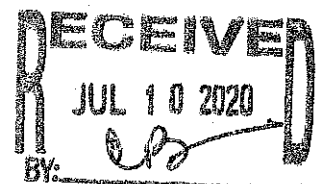
It is our view that, while the proposals and variances requested seek to minimize an inconvenience for the owners, they do so by creating unnecessary hardship for the adjacent neighbors, and do not meet the accepted standards and codes, as stated "Variations will not be materially detrimental to...enjoyment, use or value of property" and "Variations will not materially impair adequate supply of light." We ask that the ZBA members take this into consideration. Additionally, approval of this project establishes a precedent for the conversion of other sites, regardless of whether they are historic or not.

We think that there are reasonable solutions that may accommodate renovation of the garage in place.

With Kind Regards,

Janet E.M. and Fred F. Lauerman

cc: Robert McGinnis – Village of Hinsdale Building Dept



**MATTHEW M. KLEIN**

*Attorney at Law*

**324 W. Burlington**

**LaGrange, IL 60525**

**708) 354-8840 / (708) 354-8850 Fax**

**matthew.klein55@gmail.com**

**July 9, 2020**

Robert K. Neiman, Chair, and members  
Zoning Board of Appeals  
Village of Hinsdale

Re: V-03-20, 329 East Sixth Street

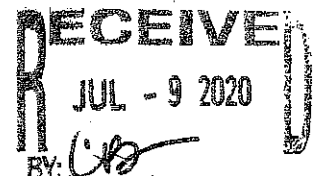
Dear Chair Neiman and ZBA members:

While constructive conversations have gone on between my clients, the Lauerma's and the Reenan's, your applicant, no resolution has been reached.

The primary issue of concern to the Lauerma's is the open staircase on the west side of the relocated and re-purposed garage. The current garage - albeit historic - is just that - a garage with perhaps some storage space in the attic. The proposal not only relocates the garage but makes the attic into habitable second floor space - useable as entertainment or even sleeping space. The only access proposed to this newly usable second floor space is the west side exterior stairway in the rear yard of the Reenan lot adjacent to the Lauerma home.

A couple of important points must first be noted - the Reenan's admit that the garage can remain in its current location, and a new foundation can be installed to support the garage. The asserted financial hardship (not a justification for a variation) is that the garage must be lifted and moved to easily dig and pour a new foundation. Lifting and moving must occur whether the new foundation is in the existing location or a few feet south and west, and still within the existing footprint. There is no suggestion that the garage can not be restored to the existing location following construction of the new foundation.

Perhaps more important to consideration of the request as currently proposed - an exterior stairway serving an accessory structure is not permitted in a required yard. While the variations for the garage height and accessory use lot coverage are within the ZBA's authority, the location of an exterior stairway in a required yard is only allowed for a primary structure, and under the much stricter setback requirements of section 3-110 (D) [minimum yards], note 5 (f).



As to the ordinance standards for a variation - the request essentially meets none of the standards:

1. Particular Hardship or Practical Difficulty

The garage can be restored in its current location without variation - thus neither hardship nor practical difficulty exists.

2. Unique Physical Condition

The garage may be restored and the foundation reconstructed in the current location. Even if the relocation of the garage were to be allowed - the variation requested is far greater than just relocation due to the plan to use of the second floor space for entertainment or habitation, with an exterior stairway on the west side as the sole access, a major change in the use of the garage, rather than a unique condition caused by the Code or the property. Further, ample space is available on the massive - for Hinsdale - lot to allow relocation of the garage without locating it immediately adjacent to the Lauerman home.

3. Not Self Created.

The need for the variation only arises from the desire to relocate the garage, rather than restore it in its current location. The extent of the variation, and the impact on the Lauerman's, is greatly increased by the change of use of the second floor, and the proposed exterior stairway needed to allow this use, rather than maintain the current second floor use or utilize an interior stairway.

4. Denied Substantial Rights

While improving the foundation of the garage may well be needed, there is no documentation that the Reenan's would be unable to do that in the garage's current location. Even assuming relocation of the garage is warranted, the undue increase of the impact on the neighbors from the change in use of the second floor and the exterior stairway is far beyond any right of the Reenan's.

5. Not Merely Special Privilege

While the effort to preserve the contributing historic structure is meritorious, the request is to relocate the structure without bringing the garage into height compliance, while utilizing the added existing height to change the second floor use from storage to entertainment and perhaps habitation - is clearly a special privilege if allowed.

#### 6. Code and Plan Purposes

The requested variation proposes not just the relocation of the garage - but also allows a significant change and increase in the use of the garage. As proposed the second floor will be new entertainment area or habitation - a coach house? The proposed change of use, with the location of the access by exterior stairway virtually on top of the Lauerman's home, is far outside of the purpose of the Zoning Code and Plan.

#### 7. Essential Character of the Area

The proposed relocation of the garage - with the change of use of the second floor and the exterior stairway - would be inconsistent and injurious to the use and enjoyment of the Lauerman's home, and would reduce light, air, privacy / security to and value of the adjacent Lauerman home. The unnecessary relocation of the garage and change and increase in use of the garage is inconsistent with the more generous lot spacing provided in the SE Hindale R-1 zoning.

#### 8. No Other Remedy

While the Reenans fail to address this required issue, many remedies short of the current proposal that are less imposing on the Code and on the neighbors exist. For instance: a) restoring the garage in its current location; b) relocating the garage as proposed but with an interior staircase; or c) relocating the garage as proposed, but retaining second floor use as storage and thus no need for the exterior stairway.

While there are many other objections to the proposed variation and the impact of the proposed relocation and re-purposing of the garage, we respectfully suggest that the proposal fails to meet the requirement under the Code to justify the variation as requested.

Very truly yours,

Matthew M. Klein  
Attorney for Jan and Fred Lauerman

**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



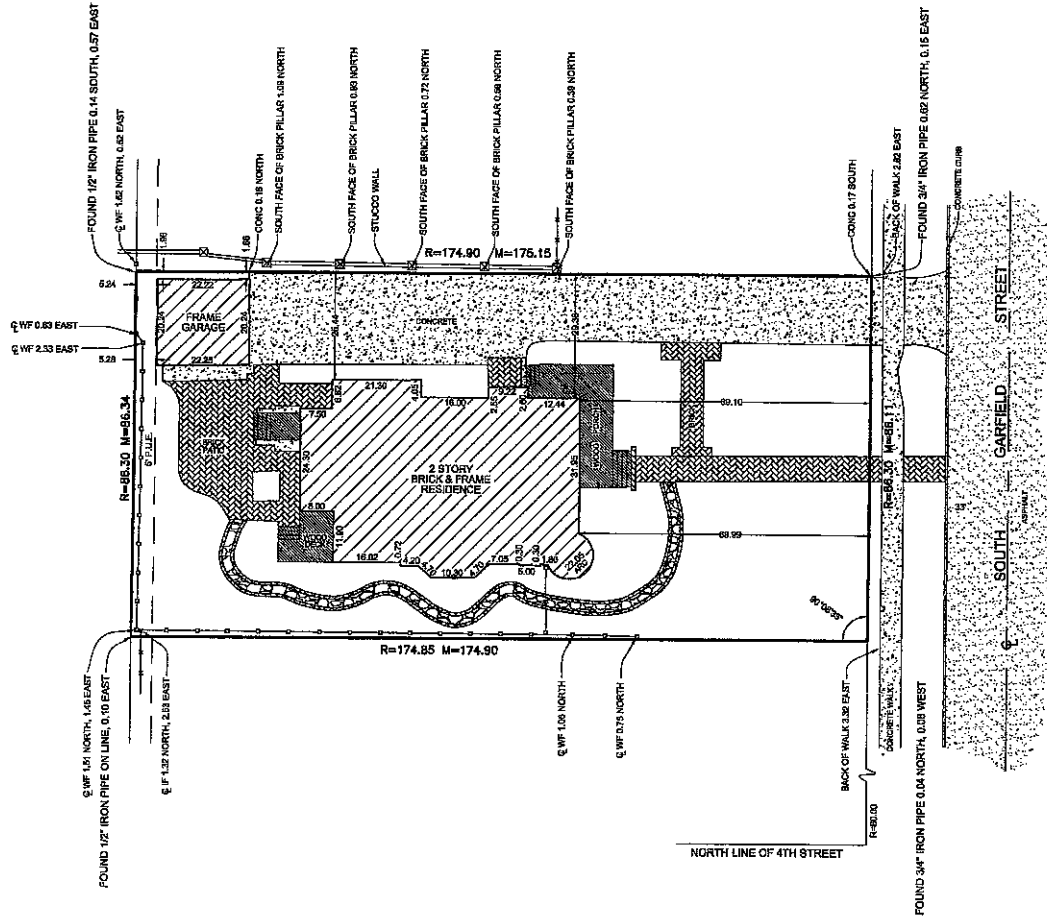
RUSSELL W. SCHOMIG, PLS  
WILLIAM K. SCHOMIG

# SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
E-MAIL: SCHOMIG-SURVEY@SBCGLOBAL.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, 1997, 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. FILE: 190840.GRD

PLAT REVISED: MAY 9, 2019 - DIMENSIONS AT SOUTHEAST BUILDING CORNER

ORDERED BY: THOMAS PRAME

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



## LEGEND

- |                                  |                              |
|----------------------------------|------------------------------|
| M. = MEASURED DIMENSION          | C. = CENTER LINE             |
| R. = RECORDED DIMENSION          | I.F. = IRON FENCE - - - - -  |
| B.L. = BUILDING LINES            | W.F. = WOOD FENCE - - - - -  |
| P.U.E. = PUBLIC UTILITY EASEMENT | W.P. = WOOD PORCH/DECK/STEPS |
| D.E. = DRAINAGE EASEMENT         | B. = BRICK                   |
| STONE                            | ASPHALT                      |
| CONCRETE                         |                              |

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss. 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 # 033-002448





# 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 EXTRACTIONAL 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: ILcputorders@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 according y 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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**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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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.

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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.

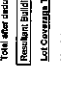
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions;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

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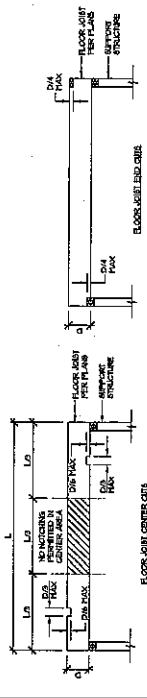
ALTA Commitment for Title Insurance (08/01/2016)





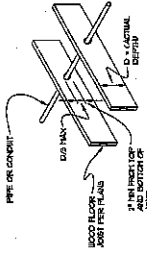
THE "PROSODITIVE" NEEDS-EXTENS FOR BUILDING THERMAL ENVELOPE AND MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS. THE SIMULATED PERFORMANCE ALTERNATIVE IS THEREFORE NOT APPLICABLE.

*The only concern of these children is to establish the identity and common interests of their*



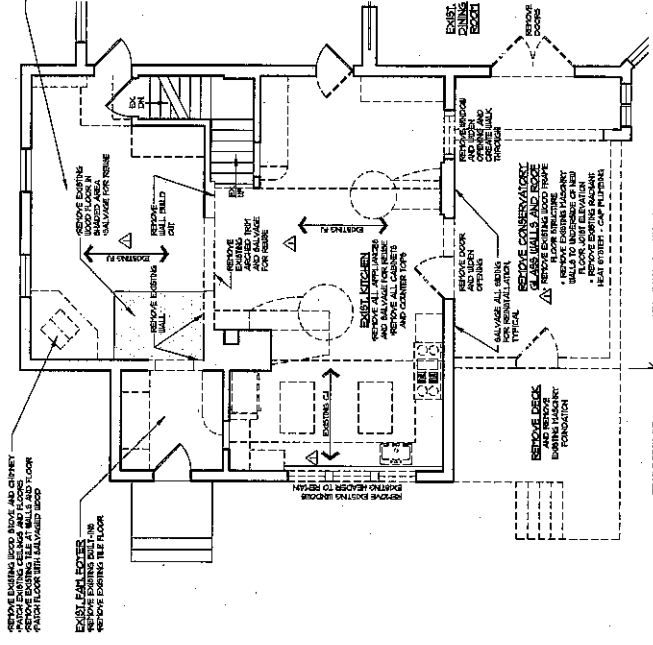
5 FLOOR JOIST NOTCHING DETAILS

**FLOOR JOIST NOTCHING DETAILS**



**4** FLOOR JOIST  
DRILLING DETAIL  
NO SCALE

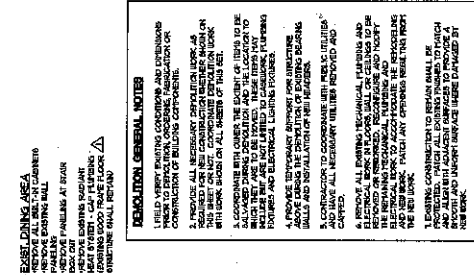
**GENERAL NOTES:**  
1. THESE DETAILS DEVIATE FROM THE STANDARD CODE PRESCRIBED FOR DRILLING AND NOTCHING REQUIREMENTS AND ARE PROVIDED FOR PLANNING PURPOSES ONLY. CONSULT WITH ARCHITECT PRIOR TO ANY DRILLING OR NOTCHING OF STRUCTURAL MEMBERS.  
2. DRILLING OR NOTCHING OF ENGINEERED LUMBER IS RESTRICTED WITHOUT ARCHITECT'S APPROVAL.



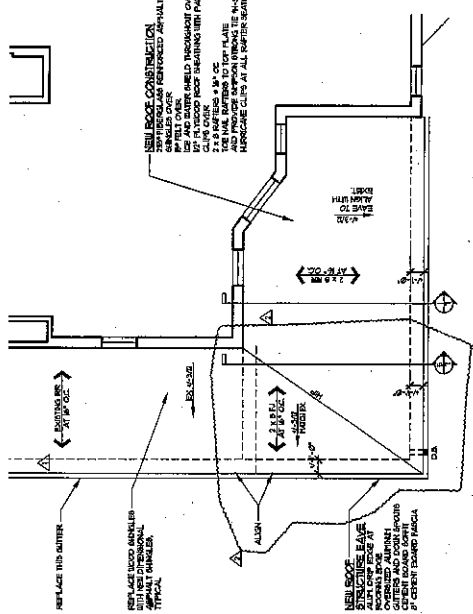
**3** **FIRST FLOOR DEMO PLAN**  
SCALE: 1/4" = 1'-0"

REMOVE DECK AND ALL FOUNDATION / MASONRY WALLS BELOW

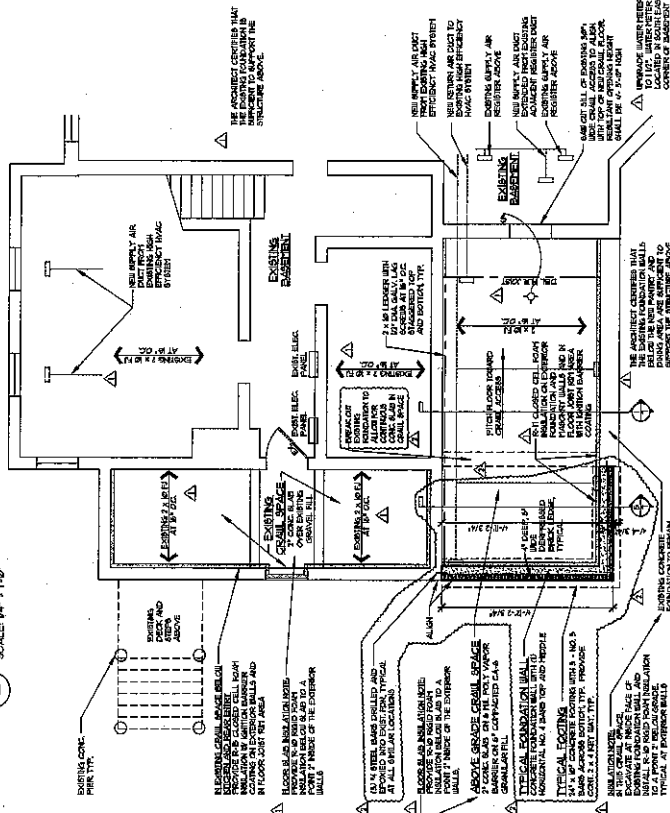
REMOVE MASONRY WALLS ABOVE NEW FLOOR JOIST ELEVATION FOUNDATION / MASONRY WALLS BELOW SHALL REMAIN



**2** **ROOF PLAN**  
SCALE: 1/4" = 1'-0"



**2** **ROOF PLAN**  
SCALE: 1/4" = 1'-0"



**1** FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"

THE ARCHITECT CLARIFIED THAT THE EXISTING FOUNDATION WALLS BELOW THE NEW PAVILION AND DRIVING AREA ARE SUFFICIENT TO SUPPORT THE STRUCTURE ABOVE.

[illegible]

**GUTTERS AND DOWNSPOUTS**  
ALL EXISTING GUTTERS AND DOWNSPOUTS SHALL BE REPLACED WITH NEW OVERSIZED GUTTERS AND DOWNSPOUTS PER SPEC. PROVIDE AN OWNER CREDIT FOR RECYCLING EXISTING ALUMINUM.

## DEMOLITION GENERAL NOTES

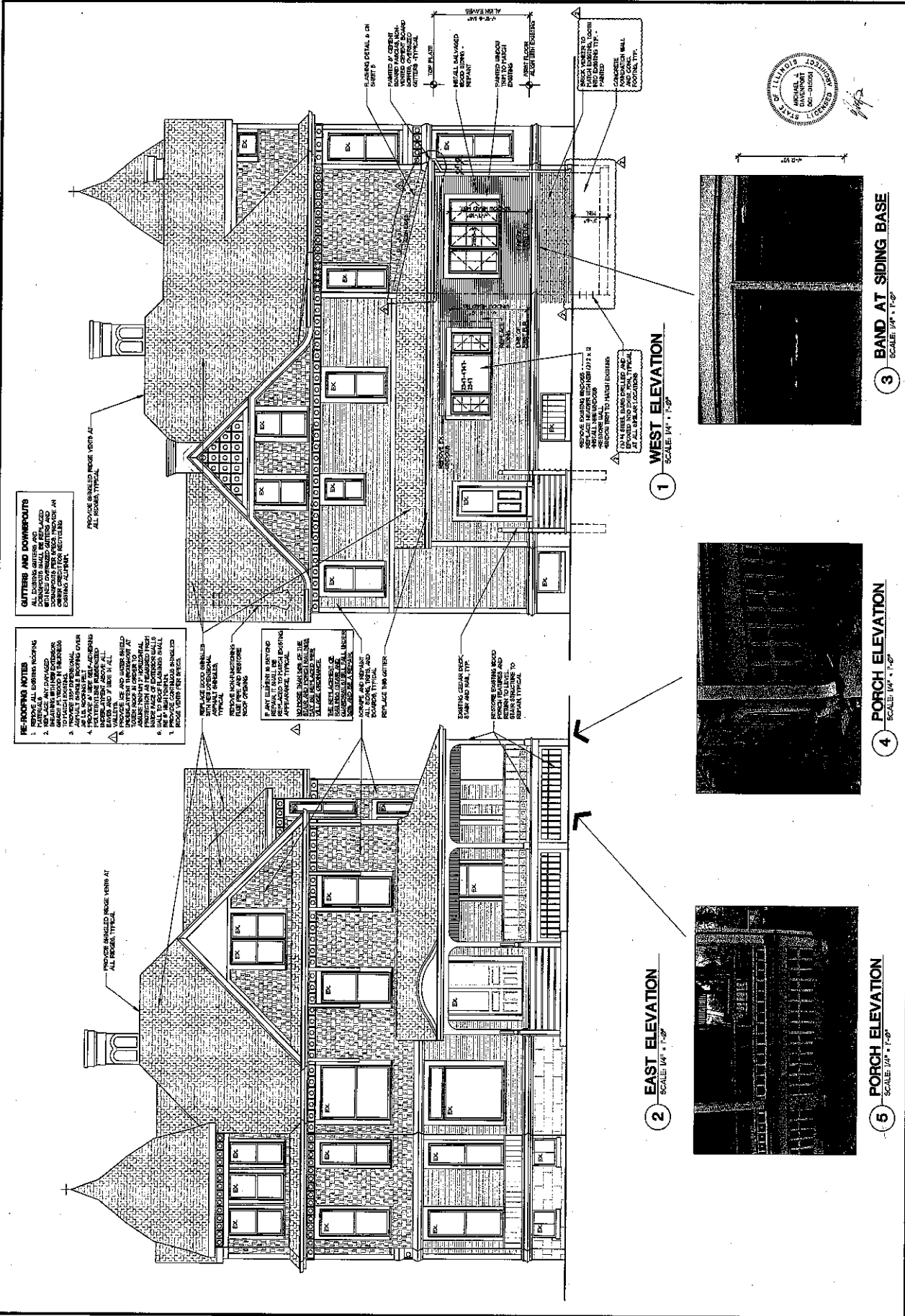
1. UNLESS SPECIFIC CONTRACTORS AND DEMOLITION CONTRACTORS ARE IDENTIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
2. PROVIDE ALL NECESSARY PROTECTION WORK AS REQUIRED FOR THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
3. DEMOLITION SHALL BE DONE IN SUCH A MANNER AS TO PREVENT DAMAGE TO THE REMAINING STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
4. PROVIDE TEMPORARY SUPPORT FOR ALL EXISTING STRUCTURES AND ALL NECESSARY PROTECTION WORK AS REQUIRED FOR THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
5. CONTRACTOR TO DEMOLISH THE EXISTING STRUCTURE AND TO PROVIDE ALL NECESSARY PROTECTION WORK AS REQUIRED FOR THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
6. PROVIDE ALL NECESSARY PROTECTION WORK AS REQUIRED FOR THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.
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10. PROVIDE ALL NECESSARY PROTECTION WORK AS REQUIRED FOR THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE DEMOLITION WORK.

**WALL TYPE LEGEND**

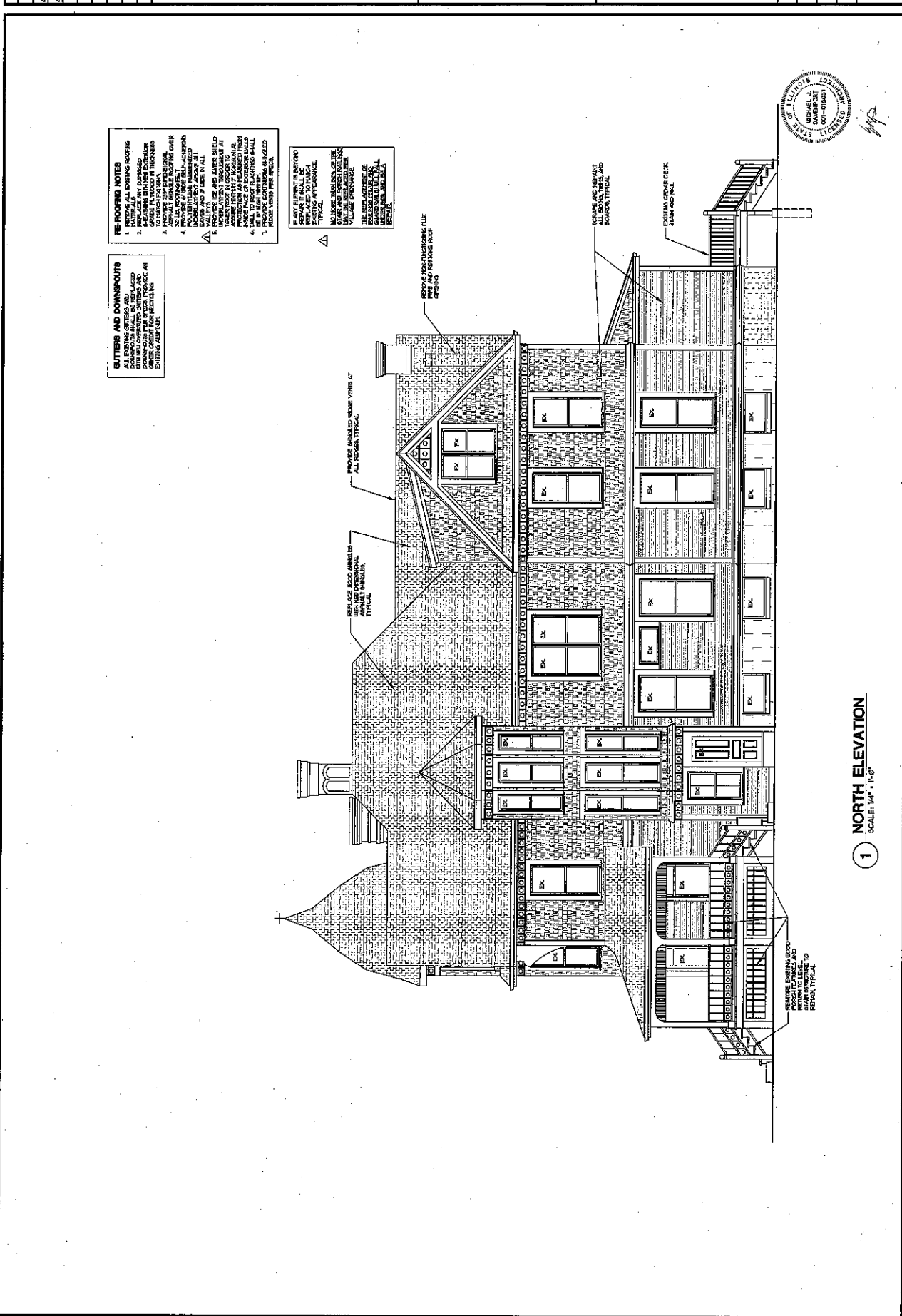
UPGRADE WATER METER SIZE  
TO 1 1/2". WATER METER IS  
LOCATED IN SOUTH EAST  
CORNER OF BASINMENT

The city council of these districts is generally composed of 17 members even in a poor city.

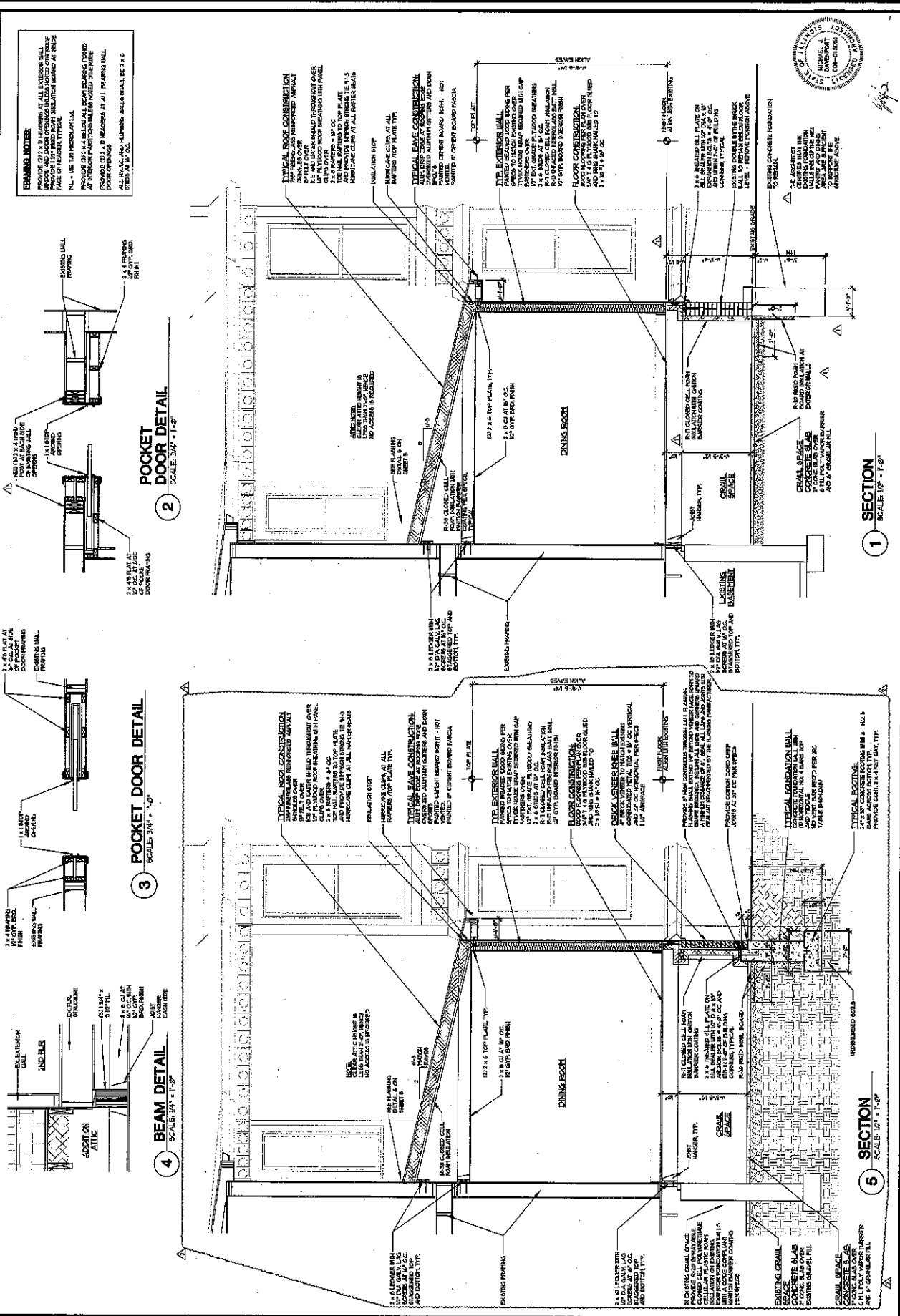












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**1** **ELECTRICAL PLAN**  
SCALE: 1/4" = 1'-0"

1981

5. Garbage Disposer  
See specification Section 22000. Provides 1/2HP electric disposal.
6. Smoke Detector  
Model R6-214 DC battery operated smoke indicator, listed by UL.
7. Carbon Monoxide Detector  
Exting by Owner.

## THE WATER DIAGRAM

2

