



## MEETING AGENDA

### LEGAL NOTICE:

#### **SPECIAL MEETING OF THE VILLAGE OF HINSDALE ZONING BOARD OF APPEALS**

Notice is hereby given that the Zoning Board of Appeals of the Village of Hinsdale, DuPage and Cook Counties, Illinois, will hold a Special Meeting commencing at the hour of 4:30 p.m. on Thursday, July 23, 2020 by teleconference for the purpose of discussing the topics noted on the following 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.*

#### **SPECIAL MEETING OF THE ZONING BOARD OF APPEALS THURSDAY, July 23, 2020 4:30 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 – None**
- 4. APPROVAL OF FINAL DECISIONS**
  - a) V-04-20, 318 South Garfield Street



## MEETING AGENDA

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 - None
9. 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)

**FINDINGS OF FACT AND RECOMMENDATION OF THE  
VILLAGE OF HINSDALE ZONING BOARD OF APPEALS TO  
THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

**ZONING CASE NO:** V-04-20

**PETITIONER:** Thomas and Amy Prame

**APPLICATION:** For a Variation from the floor area ratio requirements and total lot coverage requirements set forth in subsections 3-110 (E)(2) and 3-110(G) of the Zoning Code of the Village of Hinsdale ("Zoning Code"), in order to enlarge an existing sunroom/four-season room.

**MEETING HELD:** A Public Hearing was held electronically on Wednesday, July 15, 2020, pursuant to a notice published in The Hinsdalean on June 18, 2020.

**PROPERTY:** The subject property is commonly known as 318 S. Garfield Street, Hinsdale, Illinois (the "Property").

**SUMMARY OF REQUEST:** The Village of Hinsdale has received a request from Thomas and Amy Prame, property owners of 318 S. Garfield, (the "Applicants") for a variation from the floor area ratio (FAR) requirements set forth in subsections 3-110 (E)(2) and 3-110(G) of the Zoning Code in order to enlarge a sunroom/four-season room (the "Requested Variations"). The specific request is for 96 square feet of relief. The 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 4,819.68 sf. The existing FAR is 5,455.53 sf. The maximum permitted Lot Coverage is 7,541 sf. The existing Lot Coverage is 8,135.04 sf.

The Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA"), has final authority over the Requested Variations.

The Requested Variations are described in more detail in the Application, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

On July 15<sup>th</sup>, 2020, following the conclusion of the public hearing on this matter, the ZBA recommended that the Board of Trustees approve the Requested Variations on a vote of seven (7) in favor, zero (0) opposed, and zero (0) absent.

**PUBLIC HEARING:** At the public hearing on the Requested Variations, Petitioner Thomas Prame testified in support of Petitioners' request.

Mr. Prame testified that the Requested Variations are the result of concerns for the soundness of the southwest side of the foundation of their existing four-season room, and a resulting request from their architect that Petitioners extend that part of the house out from the kitchen. The four-season room collapsed on itself last fall. After examining the damage, their architect recommended extending the four-season room out eight (8) feet to the west and joining it to the rest of the foundation, in order to move water away from the house.

Mr. Prame stated that while there may be other short-term solutions, this is the best long-term solution from a safety and soundness perspective. Water displacement by the house, and a discovery that there is actually no existing foundation underneath the southwest side of the kitchen, are factors in seeking this solution. The expanded four-season room will replace the existing porch, so the overall footprint of the home will remain the same.

In response to a question, Mr. Prame noted his neighbors were supportive and he had received no negative comments regarding the Requested Variations. There will be no change to the appearance of the exterior of the home, and no architectural difference in design.

The various variation standards and how he believed they were met in this particular request were then discussed by Mr. Prame. When the residence was designed in the 1920's, it was not designed to move water properly away from the foundation. The water situation was exacerbated by a subdivision of the lot by a previous owner and the erection of a new home next door. It is important to extend the roofline of the residence to get the water away from this particular corner of the home and to extend the foundation. The cost of the addition will exceed the value that is being added to the residence by the small addition. The Requested Variations are a long-term solution that will help the residence to last for another hundred years.

There being no further questions or members of the public wishing to speak on the application, the portion of the Public Hearing related to the Requested Variations was closed.

Members then discussed the Requested Variations and agreed that the subdivision of the lot by a previous owner in 1972, when a prior zoning ordinance was in place, had resulted in the current Property exceeding the FAR and lot coverage requirements. That subdivision was not done by Petitioner. The Members felt that the minor relief sought through the Requested Variations was appropriate and that the standards relative to variations set forth in 11-503(F) of the Hinsdale Zoning Code had been met. A motion to approve the Requested Variations was made by Member Podliska and seconded by Member Murphy.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

**FINDINGS:** The following are the Findings of the ZBA relative to the Requested Variation:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *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, or 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 owner of the lot. The large existing residence on the Property exceeds FAR and lot coverage requirements due in large part to a subdivision that had occurred well-before the Petitioners owned the Property. Further, the condition of the existing foundation discovered during excavation results in pooling of water that is damaging the residence. The expansion requested is a long-term solution for safety and longevity of the residence. The ZBA finds this standard to have been met.*

3. *Not Self-Created: The 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 the Zoning Code, for which no compensation was paid. The need for the Requested Variation is not self-created, and is in part driven by the original design of the residence and foundation, and, later, a subdivision of the lot by a previous owner. ZBA finds this standard to have been met.*

4. *Denied Substantial Rights: The carrying out of the strict letter of the provisions 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. The Requested Variations will solve a safety problem and create a long-term solution which will allow this residence to be maintained into the future. The ZBA finds this standard to have been met.*

5. *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. The Variation is not sought to make more money from use of the Property, but is instead sought in order to address a safety concern and to facilitate a long-term solution that will allow this residence to be maintained into the future. The ZBA finds this standard to have been met.

6. *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 the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan. The Requested Variations are consistent with the existing use. The ZBA found this standard to have been met.

7. *Essential Character Of The Area:* The variation would not result in a use or development on the subject property that:

*(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.*

The residence on the Property is long-existing. The granting of the Requested Variations will not increase the existing footprint of the residence, will not alter the architectural design of the residence, and will not be visible from the street. Utilities are already in place and there will be no traffic impact or other detrimental effects. The Requested Variations will not endanger the public health or safety.

8. *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 property. The ZBA finds this standard to have been met.

#### **RECOMMENDATION:**

**Based on the Findings set forth above, the ZBA, by a vote of seven (7) in favor, zero (0) opposed and zero (0) absent, recommends to the President and Board of Trustees that the following Requested Variations as described in the Application,**

a copy of which is attached hereto as Exhibit A and made a part hereof, be  
**GRANTED:**

- Variations from the FAR and lot coverage requirements in subsections 3-110 (E)(2) and 3-110(G) of the Zoning Code in order to facilitate the 96-square foot expansion of an existing sunroom/four-season room to the west.

Signed: \_\_\_\_\_  
Robert Neiman, Chair  
Zoning Board of Appeals  
Village of Hinsdale

Date: \_\_\_\_\_

**EXHIBIT A**

**APPLICATION FOR VARIATION  
(ATTACHED)**





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 sq. ft. 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 sq. ft. 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.)

---

---

---

---

---

---

### 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



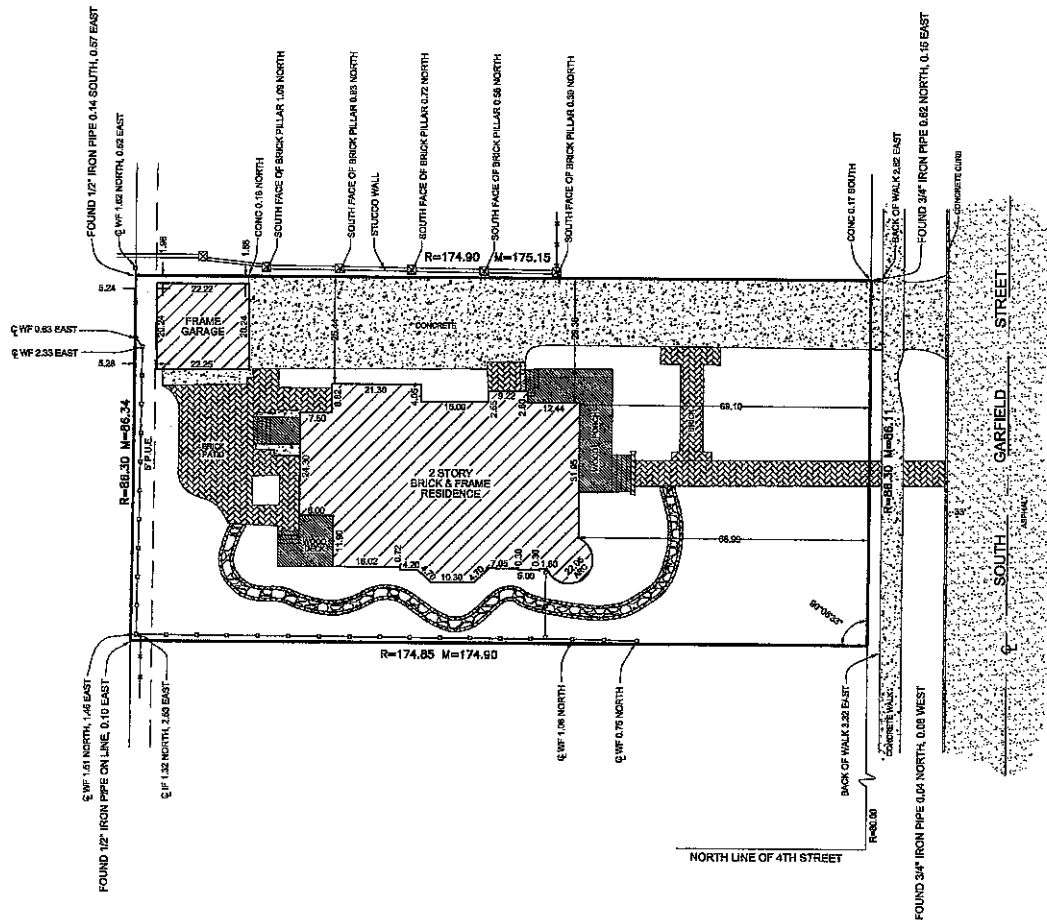
RUSSELL W. SCHOMIG, PLS  
WILLIAM K. SCHOMIG

# 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, 1987, AS DOCUMENT R87-2591, 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 FEB SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEYED: APRIL 12TH, 2019.

BUILDING LOCATED: APRIL 12TH, 2019. FILE: 190840.CRD

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

ORDERED BY: THOMAS FRAME

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



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

STATE OF ILLINOIS } LOT AREA: 15,092 SQUARE FEET.  
COUNTY OF COOK }

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

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

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

BY: Russell W. Schomig  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-022448



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

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

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

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

**Fidelity National Title Insurance Company**

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

Page 1

Printed: 03.03.20 @ 08:47 PM  
IL-FNT-FILL-01040.235213-SPS-1-20-RLC-1904149



**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**

*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.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**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.

*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.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

### SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

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

*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.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



**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.

*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.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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





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

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

**END OF SCHEDULE B, PART I**

*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.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



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

**SCHEDULE B, PART II  
EXCEPTIONS**

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

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

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

*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.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

*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.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



## COMMITMENT CONDITIONS

## 1. DEFINITIONS

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

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

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

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

## 4. COMPANY'S RIGHT TO AMEND

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

## 5. LIMITATIONS OF LIABILITY

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

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

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.

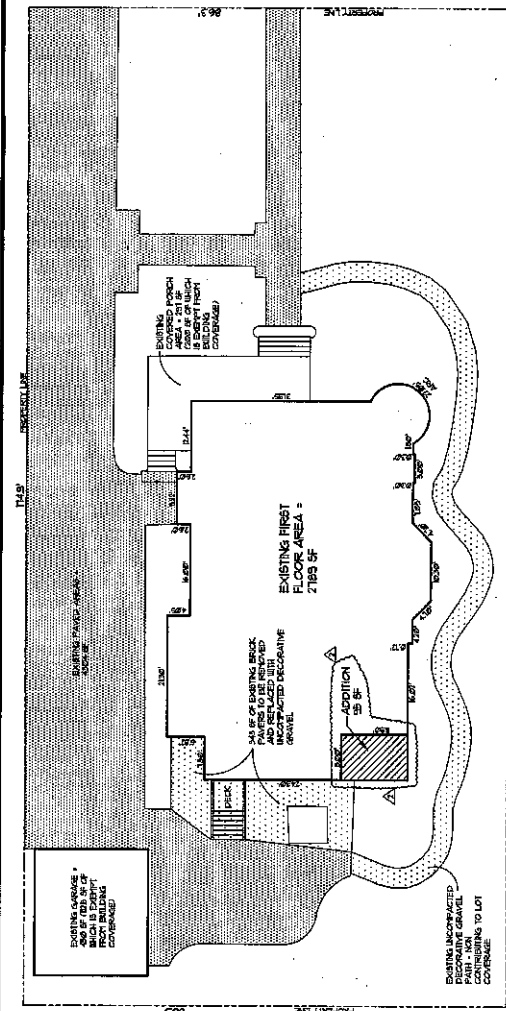
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions;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

Copyright American Land Title Association. All rights reserved.

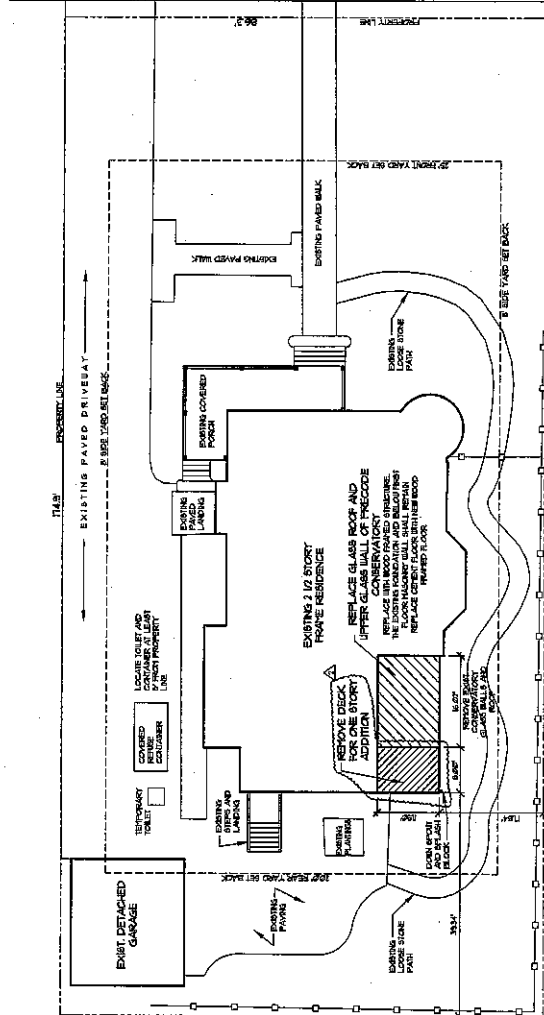
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

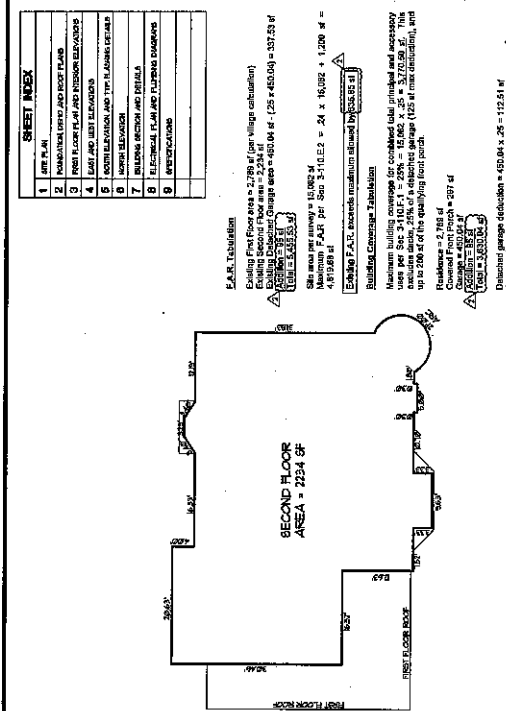




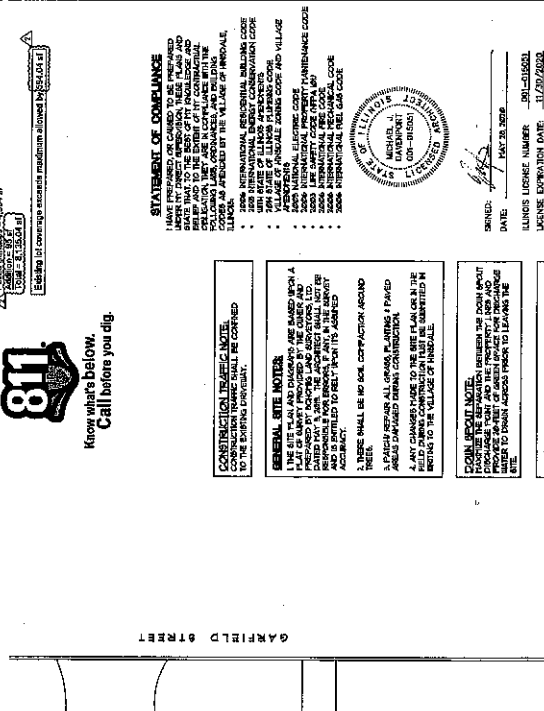
**1ST FLOOR  
F.A.R. AND COVERAGE DIAGRAM**  
SCALE: 1" = 10'-0"



**1** **SITE PLAN**  
SCALE: 1" = 10'-0"



3 2ND FLOOR  
F.A.R. DIAGRAM



THESE PLANS HAVE BEEN PREPARED FOLLOWING THE "PRESCRIPTIVE" REQUIREMENTS FOR BUILDING THERMAL ENVELOPE AND MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS. THE ANTICIPATED PERFORMANCE ALTERNATIVE IS THEREFORE NOT APPLICABLE.

100

RESIDENTIAL ADULTHOOD AND REPEATED FOR	THOMAS and Amy Primm 310 South Garland Street Hindale, Illinois 61521
REVISIONS / ISSUED IN	REV 0000000000 NEXT CHANGES DATE ISSUES NOT RECORDED

1

SITE PLAN

[illegible]

1	Sheet	11/27
---	-------	-------

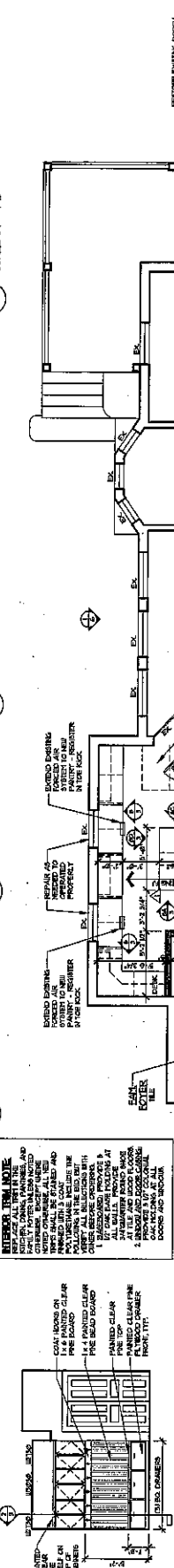
**ଶାସ୍ତ୍ରାବଳୀ ନିକା**



**DAVENPORT**  
**Architects**  
6636 DAVENPORT DRIVE  
DOWNEY, CALIF. 90241  
TEL. (310) 601-0871  
FAX (310) 601-0872  
Copyright © 1997 Davenport Architects  
All Rights Reserved

**DAVENPORT**  
**Architects**  
6636 DAVENPORT DRIVE  
DOWNEY, CALIF. 90241  
TEL. (310) 601-0871  
FAX (310) 601-0872  
Copyright © 1997 Davenport Architects  
All Rights Reserved

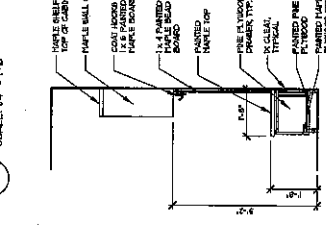
3



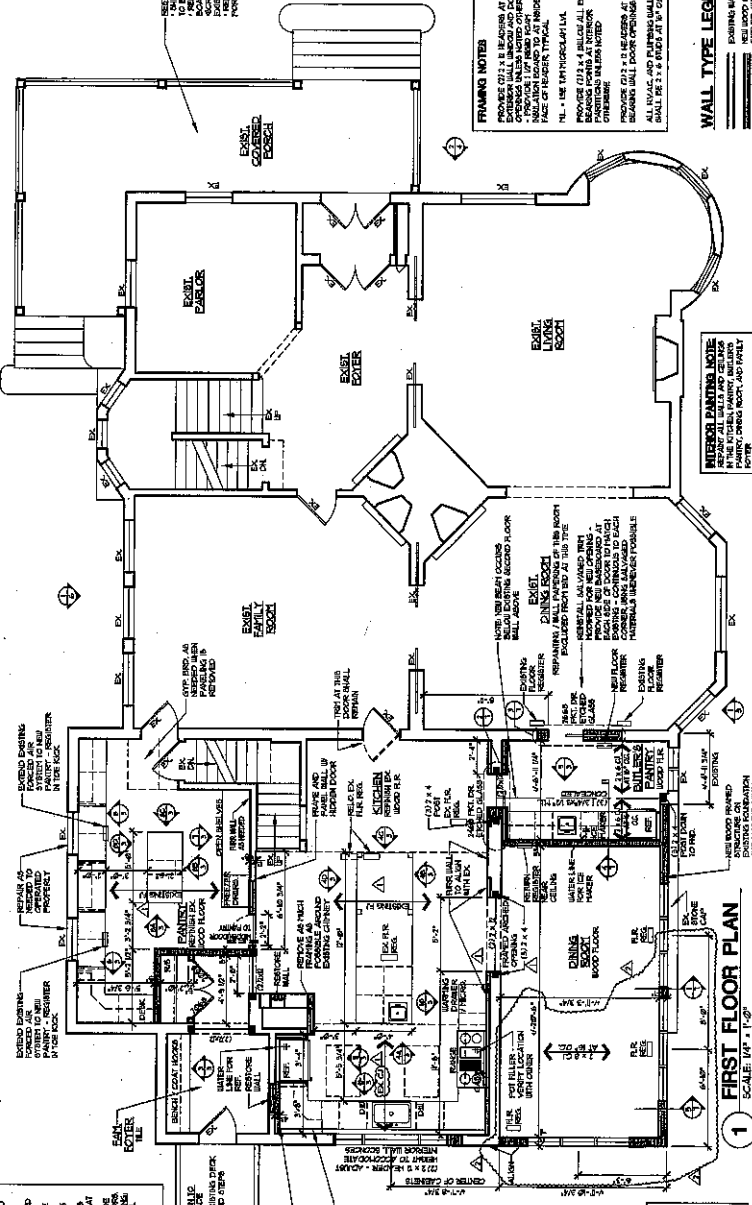
12 KITCHEN ELEV.

8 PANTRY ELEV  
SCALE: 1/4" = 1'-0"

3 FAM. FOY. EL.  
SCALE: 1/4" = 1'-0"



**2 DETAIL**



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

**FRAMING NOTES**

PROVIDE (3) 2 X 8 HEADERS AT ALL EXTERIOR WALL, WINDOW AND DOOR OPENINGS UNLESS NOTED OTHERWISE - PROVIDE 1" RIGID FOAM INSULATION BOARD AT ALL INSIDE FACE OF HEADERS, TYPICAL

N/L - USE 1"X10"MICROLAM LVL

PROVIDE (3) 2 X 8 BULLDOGS AT ALL BEARING POINTS AT INTERIOR PARTITIONS UNLESS NOTED OTHERWISE

PROVIDE (3) 2 X 8 HEADERS AT ALL BEARING WALL, DOOR OPENINGS ALL RIVAC, AND PLUMBING WALLS SMALL FR 2 X 4 STUDS AT 16" O.C.

**WALL TYPE LEGEND**

**INTERIOR PAINTING NOTE:**  
REPAINT ALL WALLS AND CEILING  
IN THE KITCHEN, PANTRY, BUTLER'S  
PANTRY, DINING ROOM, AND FAMILY  
ROOM.

### EXTERIOR WALL RESTORATION NOTES

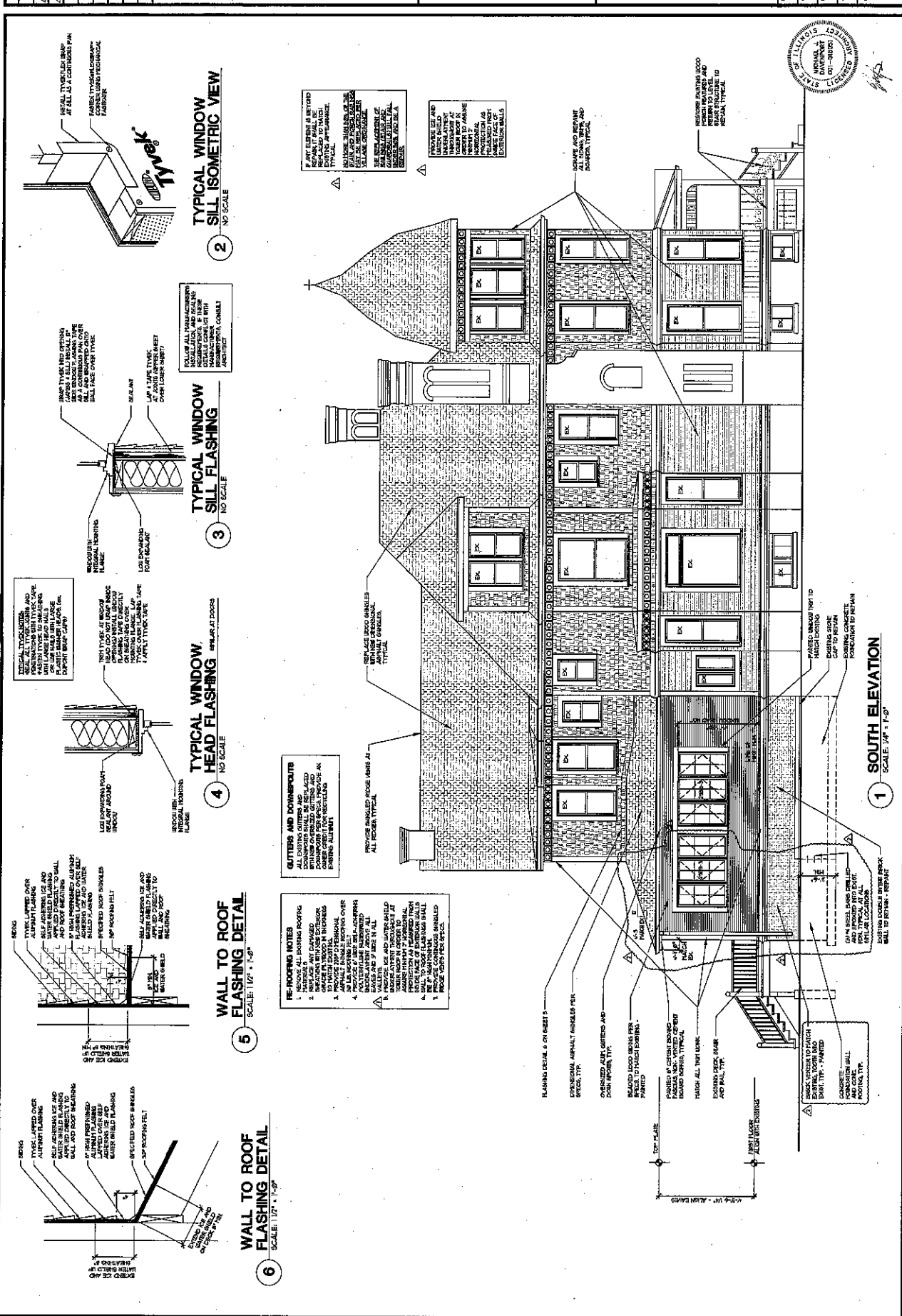
1. SHEATHING AND INSULATION TO BE REMOVED AND REINSTALLED. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION.
2. EXTERIOR FINISHES TO BE REMOVED AND REINSTALLED. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION. PROVIDE NEW 1/2" OSB SHEATHING AND 2" X 4 INSULATION.

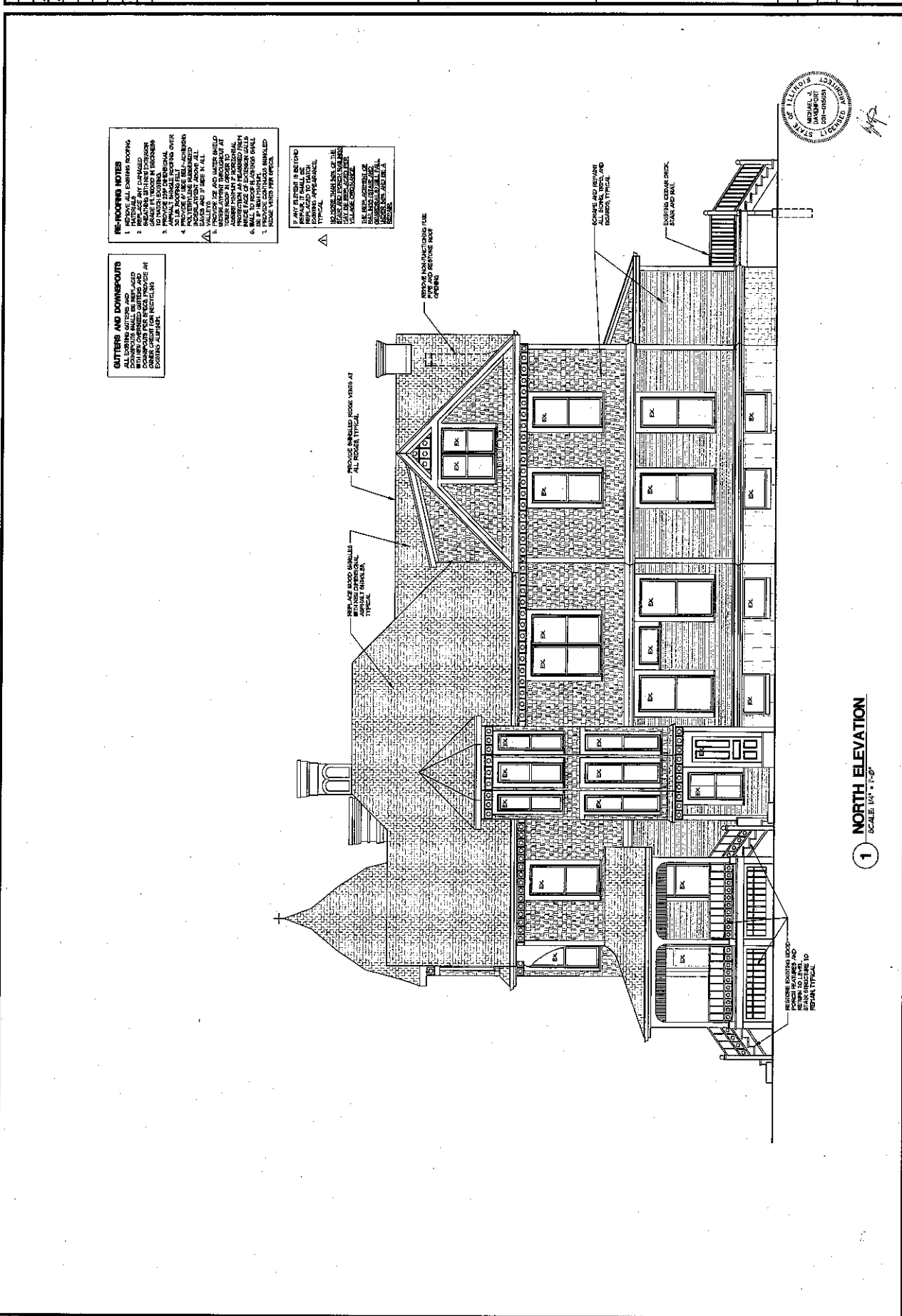
**RANGE HOOD NOTE:**  
A FACILITY AND CRT RANGE HOOD IS ASSIGNED IF SELECTED RANGE HOOD EXCEEDS 460 CFT. NOTIFY THE ARCHITECT AND BUILDING DEPARTMENT IMMEDIATELY SINCE MECHANICALLY OR NATURALLY PROVIDED MAKE UP AIR WILL BE REQUIRED PER CODE.

ROOM NAME	AREA	INLET		VENTILATION	
		REQUIRED	ACTUAL	REQUIRED	ACTUAL
KITCHEN / DINING ROOM	64.0 SF	64.0 SF	64.0 SF	64.0 SF	64.0 SF

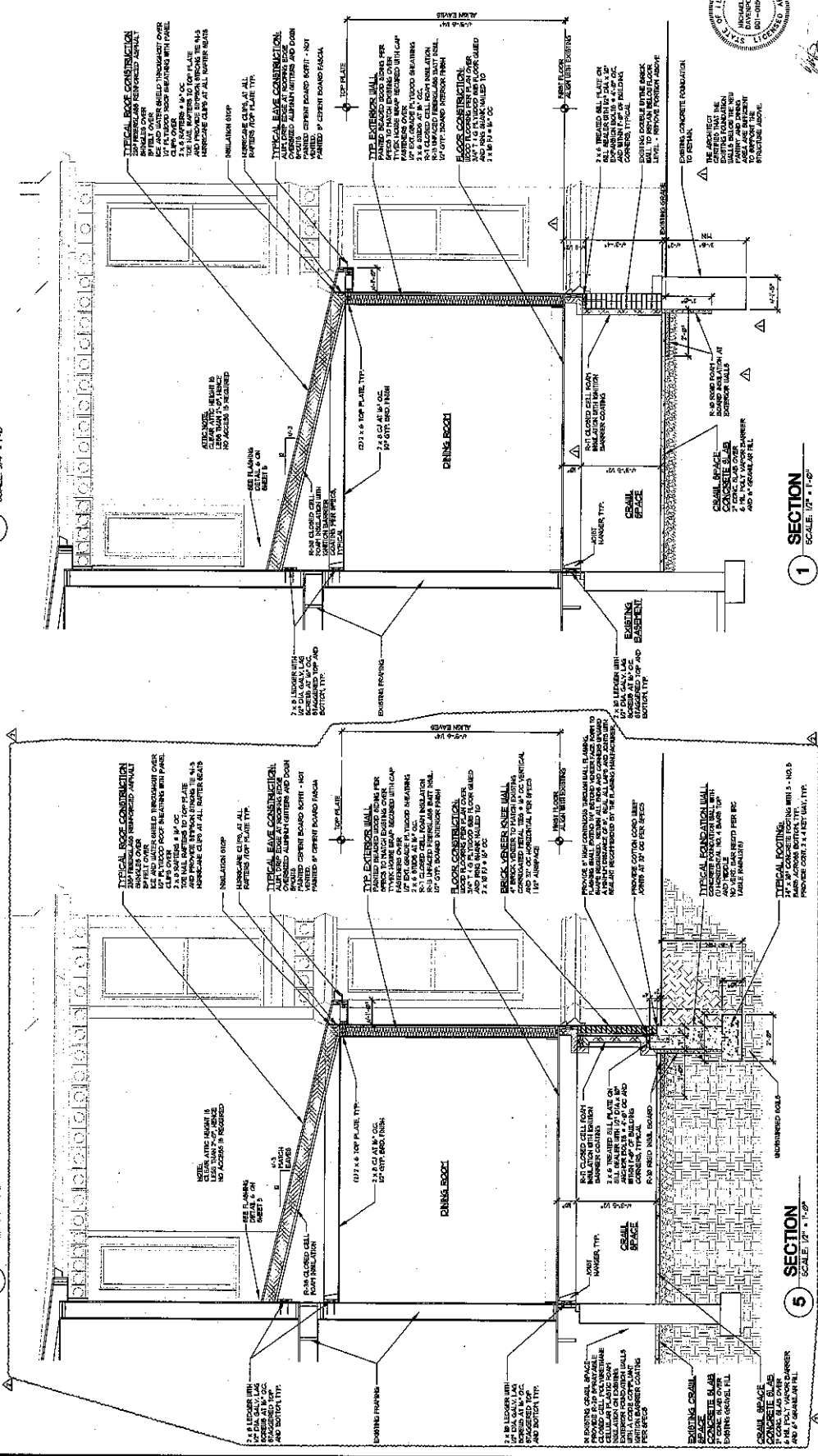
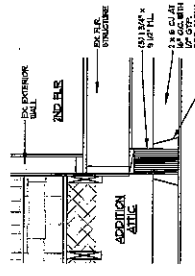








**4** **BEAM DETAIL**  
SCALE: 1/4" = 1'-0"



**FRAMING NOTES:**

PROVIDE (1) 2" x 4 HEADERS AT ALL EXTERIOR WALL  
WINDOWS AND DOOR OPENINGS UNLESS NOTED OTHERWISE.  
PROVIDE (1) 2" RIGID ROOF INSULATION BOARDS AT ROOF  
FACE OF RAFTER, TYPICAL.

NO. 1 - SEE TECHNICAL PART 1A.

PROVIDE (1) 2" x 4 SILL JOIST AT BEAM BEARING POINTS  
AT INTERIOR PARTITIONS UNLESS NOTED OTHERWISE.

PROVIDE (1) 2" x 4 HEADERS AT ALL BEARING WALL  
DOOR OPENINGS.

NO. 1A - ALL R.V.C. AND PUTTING WALLS SHALL BE 2" x 6  
SIZED AT 16" O.C.



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

**5** **SECTION**  
SCALE: 1/2" = 1'-0"

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



