



CITY OF PARK RIDGE

505 BUTLER PLACE
PARK RIDGE, IL 60068


TEL: 847/ 318-5291

FAX: 847/ 318-6411

TDD: 847/ 318-5252

URL: <http://www.parkridge.us>

DEPARTMENT OF COMMUNITY
PRESERVATION AND DEVELOPMENT

Date: August 25, 2011
To: Zoning Board of Appeals
From: Thomas Hoff, Zoning Coordinator 
Subject: 1128 Garden Street
Case Number: V-11-15 (Minor Variance)

Introduction

Bruce W. Towne, applicant and owner, request a variance to allow a covered entrance to exceed the floor area ratio. The proposal results in a floor area ratio of 45.2%, the maximum permitted is 45% per Section 7.3, Table 3.

The property is zoned R-2 Single Family Residential. Single family residences are located adjacent to the property and are also zoned R-2.

Notification requirements for this application have been satisfied. A legal notice was published in a local newspaper and signs posted on the property as required. Neighboring residents were notified.

Staff Analysis

The variance allows a covered entrance with an area of 18 square feet to exceed the floor area ratio. Variance case V-91-05, Ordinance 91-52 (copy enclosed in the exhibits), was granted to allow the construction of a single family dwelling on a lot with a substandard width and lot area. An analysis of the property indicates the existing residence floor area ratio is 45%. All other zoning requirements shall be met.

Board Action

If the Board decides to act favorably on the variance requests, the proposed motion would be as follows:

To approve a variance to allow a covered entrance with a floor area ratio of 45.2%, instead of 45% required by Section 7.3, Table 3, at 1128 Garden Street, Case Number V-11-15.



Zoning Variance Application

City of Park Ridge

Community Preservation and Development Department • 505 Butler Place • Park Ridge, IL • 60068
Phone: (847) 318-5291 • Fax: (847) 318-6411 • www.parkridge.us

Case Number:

V-11-15

Type of Variance: (Check one)

- ☐ Administrative
☒ Minor
☐ Major

Subject Property Information:

Address:

1128 Garden St

Zoning District:

R-2

Legal Description (can attach separate sheet):

See Title

Applicant Information:

Name:

Bruce W. Towne

Phone:

847 823 3974

Address:

1128 Garden St

E-mail:

PLBT@SBCGlobal.Net

Owner Information:

Name:

Bruce W. Towne

Phone:

Address:

Summary of Proposed Zoning Variance (refer to Section 4.4 of the Zoning Ordinance):

To allow a covered entrance to exceed the floor area ratio, conflicting with Section 7.3, Table 3.

EXHIBIT # 1

I hereby certify, as the undersigned applicant, that the above statements and attached documentation are true and correct to the best of my knowledge.

Signature of Applicant

Bruce Towne

Date

7-7-11

I am asking the zoning board to consider a variance to allow me to build a portico roof to cover the porch on the west side yard of my house at 1128 garden st.
The portico roof cover would exceed Section 7.3 table 3, by ~~40~~ ^{18.4} sq. ft. *BUT 8-19-11*

I have enjoyed living in this neighborhood of Park Ridge for the past 42 yrs. And in this home for 19yrs. I would like enhance the look of the house by building a 4ft. by 10ft portico roof cover, and a new porch. I will also have new siding applied with a 6 in, white trim around the windows and new shutters.

I was concerned about the 4ft by 8 ft. cement stoop that I now have, the steps have sunk into the ground. The added weight of the concrete and excessive water in the side yard and parkway has caused some movement to my foundation.

I have obtained permits to remove concrete stoop and build an uncovered porch ,steps and new siding. The plan was approved by the Park Ridge Appearance committee.

I was reading in the paper in 07, and saw that the city of Park Ridge wanted to encourage the construction of covered porches to enhance the essential characteristics the neighborhoods.

I first asked for 4ft by 8 ft, 32 sq ft., but now am asking for ~~4ft by 10 ft.~~ ^{23ft x 8ft / 184 sq ft} *BUT 8-19-11*
I was told that if I could enlarge my plan to 4ft by 18.5 ft or larger up 100sq ft. That then I wouldn't have to apply for any variance. So I decided to check into doing that. I found that that would take my portico to close to my window shutter, and greater than double my original plan in size and cost that makes it to expensive for me to do.
It would look to large.

I also have hardship of a substandard lot size of 35 ft frontage, when most of the lots have 50 ft frontage. .The house and garage is 74 ft long and 22 ft wide to fit on the lot. The larger length causing increased size of portico.

I am concerned about the flat affect of the look of the house and would like to improve the curb appeal by giving it some depth by adding this new porch with covered portico roof. My intent is to enhance the essential character of the locality.

Thank you for your consideration.

BUT Bruce W. June

Notes:

- (a) The strict application of the standards and conditions of this zoning ordinance will result in undue hardship.
- (b) The plight of the owners is do to unique circumstances
- (c) The variance ,if granted ,will not alter the essential character of the locality

EXHIBIT # 2

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(4-6-90)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
145 E. Algonquin Road
Arlington Heights, Illinois 60005
(708) 364-5560

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Mella
President

EXHIBIT #3



By:

Thomas J. Adams
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

EXHIBIT # 3

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

CHICAGO TITLE INSURANCE COMPANY
LOAN POLICY (1990)
SCHEDULE A

POLICY NO.: 1401 007345212 F2

DATE OF POLICY: SEPTEMBER 25, 1992

AMOUNT OF INSURANCE: \$80,000.00

YOUR LOAN REFERENCE: TOWNE

1. NAME OF INSURED:

FAIRFIELD SAVINGS BANK FSB

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS SCHEDULE AND WHICH IS ENCUMBERED BY THE INSURED MORTGAGE OR TRUST DEED IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

BRUCE W. TOWNE

4. THE INSURED MORTGAGE OR TRUST DEED, AND ASSIGNMENTS THEREOF, IF ANY, ARE DESCRIBED AS FOLLOWS:

MORTGAGE DATED NOVEMBER 5, 1991 AND FILED DECEMBER 9, 1991 AS LR 4016866 MADE BY BRUCE W. TOWNE, BACHELOR TO FAIRFIELD SAVINGS BANK, FSB TO SECURE A NOTE IN THE AMOUNT OF \$80,000.00

EXHIBIT # 3

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

LOAN POLICY (1990)
SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007345212 F2

5. ~~THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF~~
COOK AND IS DESCRIBED AS FOLLOWS:

LOT 9 IN BLOCK 3 IN UNION ADDITION TO PARK RIDGE, SAID ADDITION BEING A
SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT # 3

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

LOAN POLICY (1990)
SCHEDULE B

POLICY NO.: 1401 007345212 F2

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND
THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY
REASON OF:

SPECIAL EXCEPTIONS:

- K 1. TAXES FOR THE YEAR 1992.
NOTE: 1992 TAXES NOT DELINQUENT BEFORE MARCH 1, 1993.

VOLUME NO.: 96.
TAX NO.: 09-35-103-019.

EXHIBIT # 3

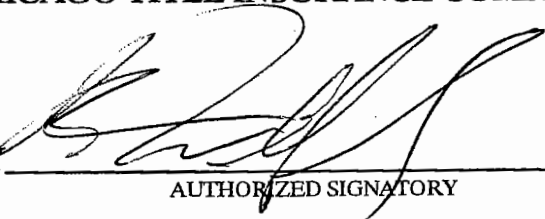
POLICY SIGNATURE PAGE

ORDER NO.: 1401 007345212 F2

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY


A handwritten signature in black ink, appearing to be "B. J. [unclear]", is written over a horizontal line.

AUTHORIZED SIGNATORY

EXHIBIT # 3

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 1401 007345212 F2

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 8.1

THE INSURANCE AFFORDED BY THIS ENDORSEMENT IS ONLY EFFECTIVE IF THE LAND IS USED OR IS TO BE USED PRIMARILY FOR RESIDENTIAL PURPOSES.

THE COMPANY INSURES THE INSURED AGAINST LOSS OR DAMAGE SUSTAINED BY REASON OF LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER:

1. ANY ENVIRONMENTAL PROTECTION LIEN WHICH, AT DATE OF POLICY, IS RECORDED IN THOSE RECORDS ESTABLISHED UNDER STATE STATUTES AT DATE OF POLICY FOR THE PURPOSES OF IMPARTING CONSTRUCTIVE NOTICE OF MATTERS RELATING TO REAL PROPERTY TO PURCHASERS FOR VALUE AND WITHOUT KNOWLEDGE, OR FILED IN THE RECORDS OF THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT IN WHICH THE LAND IS LOCATED, EXCEPT AS SET FORTH IN SCHEDULE B; OR
2. ANY ENVIRONMENTAL PROTECTION LIEN PROVIDED FOR BY ANY STATE STATUTE IN EFFECT AT DATE OF POLICY, EXCEPT ENVIRONMENTAL PROTECTION LIENS PROVIDED FOR BY THE FOLLOWING STATE STATUTES:
NONE.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

CHICAGO TITLE INSURANCE COMPANY

BY 

AUTHORIZED SIGNATORY

NOTE: THIS ENDORSEMENT SHALL NOT BE VALID
OR BINDING UNTIL COUNTERSIGNED BY AN
AUTHORIZED SIGNATORY.

EXHIBIT #3

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to

provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expense incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of a insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

EXHIBIT 3 13

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Dearborn Street

SECTION 2-24-1 DISCLOSURE STATEMENT

Name of Applicant: Bruce W. Towne

Subject Property Information:

Address: 1128 Garden ST

P.I.N. _____

Name and business address of any and all current holders of legal or beneficial title to the Subject Property (attach additional sheets if necessary): Bruce W. Towne

If there is a pending contract for the sale of the Subject Property, list the purchasing party's name: _____

List any entities other than a natural person that hold legal or beneficial title and that have a greater than 3% interest in the entity: 0

For each entity listed above, list every director, officer and manager of the entity: _____

For each entity listed above that is a limited partnership or limited liability company, list the name of every limited or general partner or member: _____

For each limited partner or general partner that is a corporate entity, list the name of every person who holds a greater than 3% interest in the corporation: _____

I acknowledge that I have read and understand the requirements of Article 2, Chapter 24 of the Park Ridge Municipal Code ("Code"). I understand that as the applicant, I am required to keep all of the information on this form current and updated until the City Council takes final action on my request. I also understand that if I fail to comply with this requirement, the City Council may declare the action it has taken with respect to my request null and void. In addition, the City Council may direct the initiation of legal action for a violation of the Code and may seek the penalties set forth in Section 2-24-4 of the Code, including daily monetary fines.

I understand that this disclosure statement will be open for public inspection and will be posted on the City's website prior to any meeting when my request will be acted upon.

I understand that if the Subject Property is assigned, transferred or if an agreement is entered into to transfer any right, interest, or permit within one year of the City Council's final action, there will be a rebuttable presumption that the assignee or transferee had constructive control of the Subject Property at the time of my application. The penalty discussed above will be imposed for any failure to disclose any such assignee or transferee.

I, the undersigned applicant, hereby certify that above statements are true and correct to the best of my knowledge.

Bruce W. Towne
Signature of Applicant

6-29-11
Date



City of Park Ridge

250 FT Buffer
from
1128 Garden St

R-2

B-1

R-4

R-2

EXHIBIT #5



0 70 140

Feet



N GREENWOOD AVE

N CHESTER AVE

N GRACE

N DELPHIA AVE

S DELPHIA AVE

S GREENWOOD AVE

S CHESTER AVE

GARDEN ST

W TOUHY AVE

Phone: (312) 775-0530
 (312) 775-0531
 Fax: (312) 775-7512

Jens K. Doe

SURVEY SERVICE, INC.
Registered Land Surveyors

MS SITE PLAN
+ PLAT OF SURVEY
ORDER 326

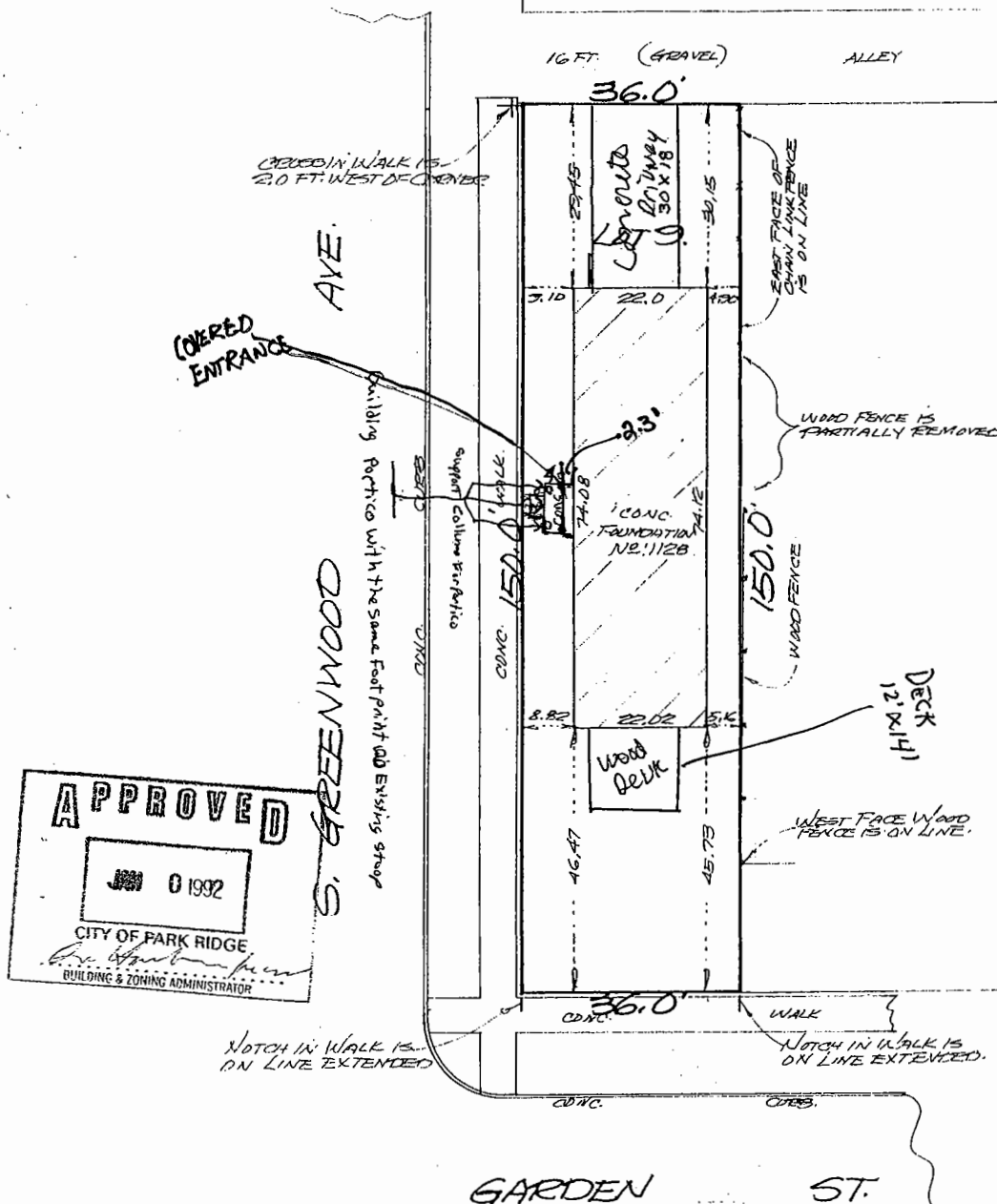
ORDER NO.

32089

PLAT OF SURVEY

"Lot Nine (9) in Block Three (3) in Union Addition to Park Ridge, a subdivision of the North East Quarter of the Northwest Quarter of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT 6



State of Illinois } ss
County of Cook }

JENS K. DOF SURVEY SERVICE, INC. does hereby certify that a survey has been made under its direction, by a Registered Illinois Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

NOTES

Dimensions are not to be assumed or scaled.

The legal Description noted on this plat is a copy of the order and for accuracy MUST be compared with Deed For building restrictions refer to your Abstract, Deed or Contract

Chicago, Illinois Dated 20th day of JANUARY, 1952

JENS K. DOE SURVEY SERVICE, INC.

THOMAS J. POPKE, President
(Illinois Registered Land Surveyor No. 1575)



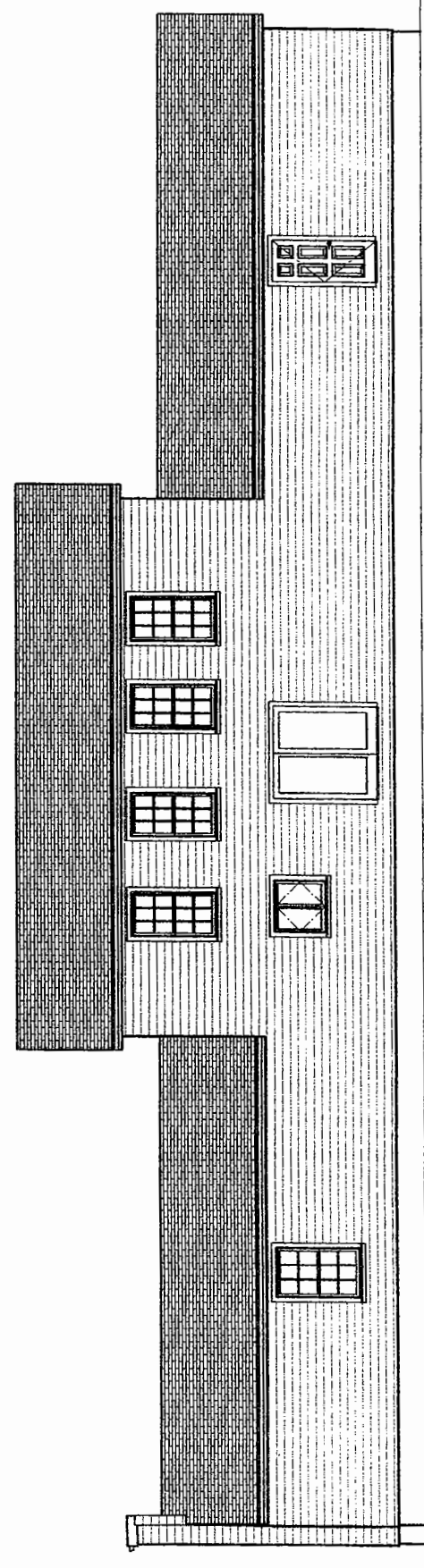
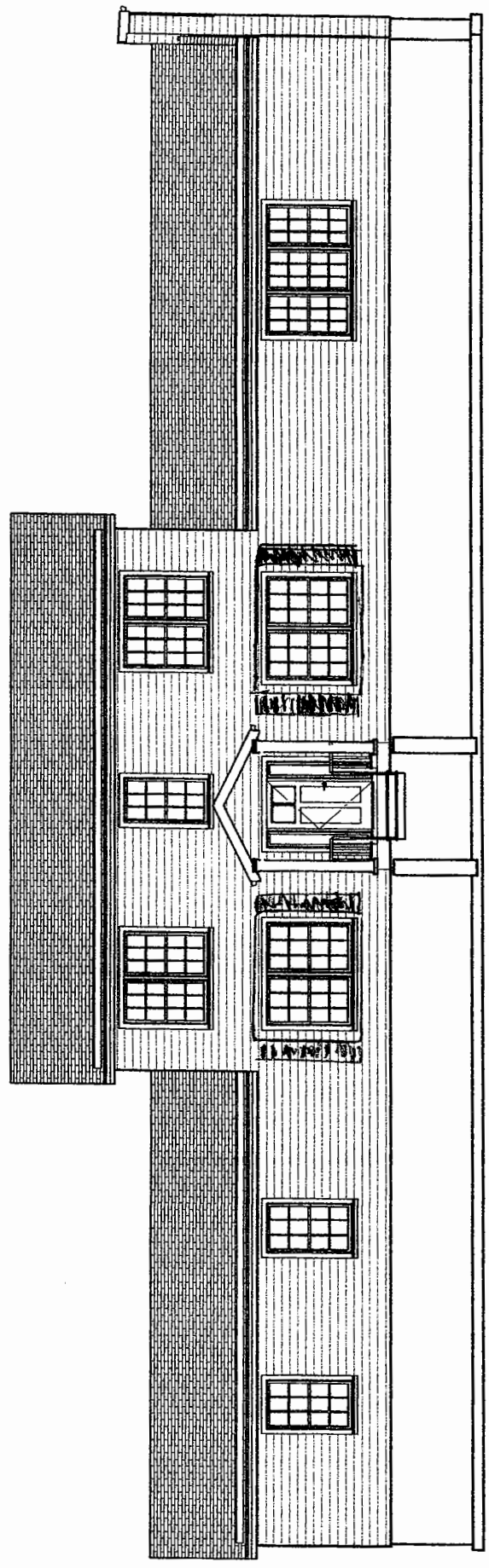
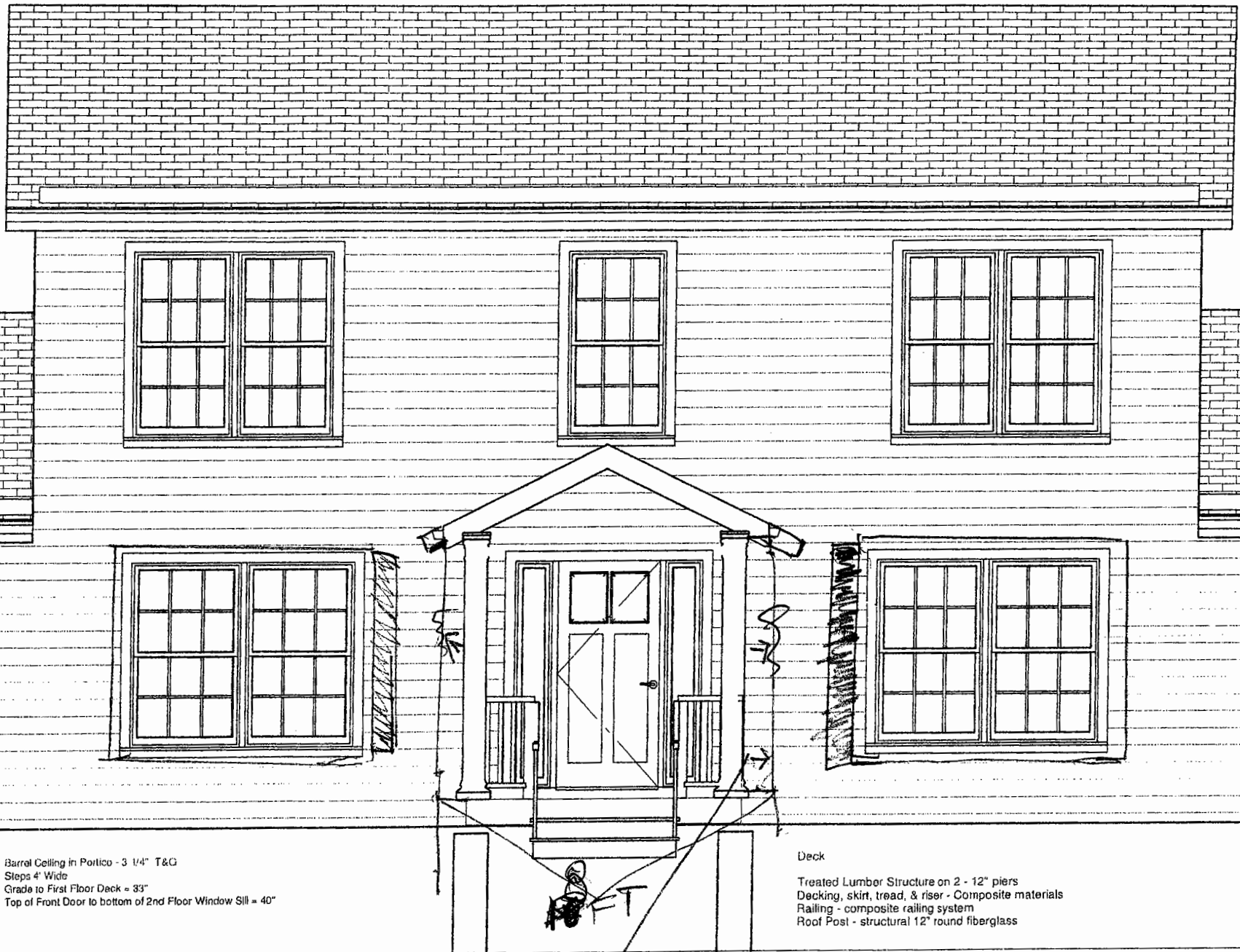


EXHIBIT 37



Barrel Ceiling in Portico - 3 1/4" T&G
 Steps 4" Wide
 Grade to First Floor Deck = 33"
 Top of Front Door to bottom of 2nd Floor Window Sill = 40"

Deck

Treated Lumber Structure on 2 - 12" piers
 Decking, skirt, tread, & riser - Composite materials
 Railing - composite railing system
 Roof Post - structural 12" round fiberglass

8 FT

Will Expand Foot
 Each Side

No Scale	Bruce Towne	4
	1128 Garden Street, Park Ridge	
Front Elevations		Revised 3/10/11

EXHIBIT # 7

20

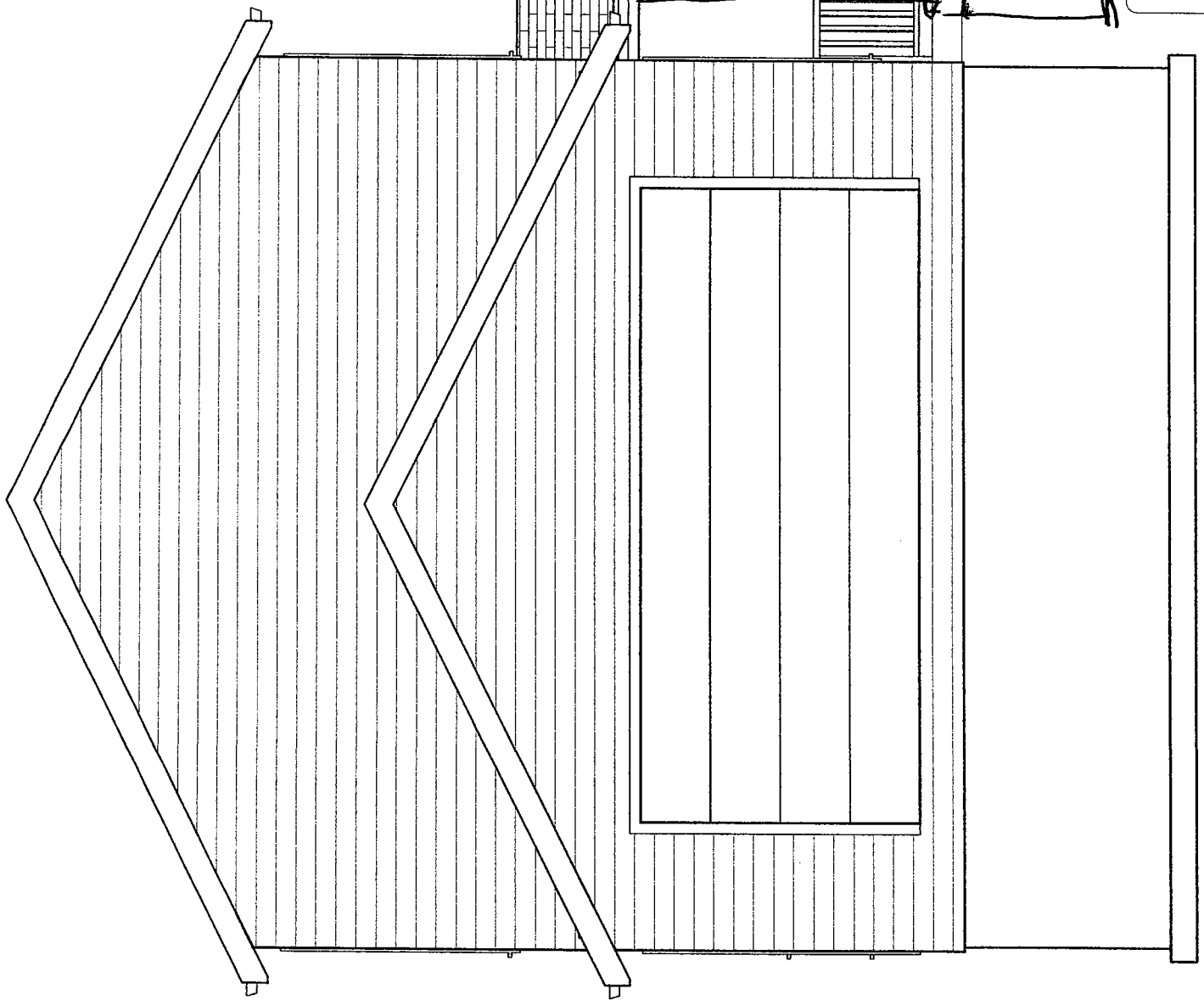


EXHIBIT # 7

EXHIBIT #7



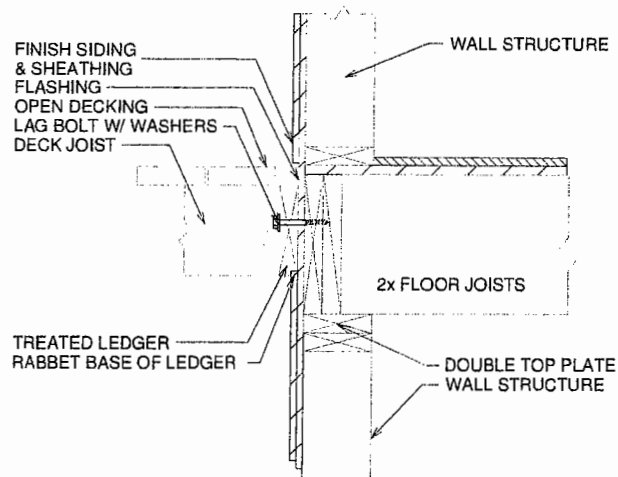
Barrel Ceiling in Portico - 3 1/4" T&G
Steps 4" Wide
Grade to First Floor Deck = 33"
Top of Front Door to bottom of 2nd Floor Window Sill = 40"

Deck
Treated Lumber Structure on 2 - 12" piers
Decking, skirt, tread, & riser - Composite materials
Railing - composite railing system
Rooftop Post - structural 12" round fiberglass

18.5 ft

No Scale	Bruce Towne	4
	1128 Garden Street, Park Ridge	
	FRONT ELEVATIONS	
		Revised 3/10/11

22



Deck Anchored to Wood Wall: Ledger to Wall

(print at 1"=1')

CH2P ARCHITECT INC. MAKES NO WARRANTY FOR THE DRAWINGS
COMPLY WITH ALL BUILDING CODES AND ORDINANCES TO THE MAXIMUM
EXTENT POSSIBLE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS AND FOR THE PROPER INSTALLATION AND
USE OF THE DRAWINGS.
© 2008 CH2P ARCHITECT INC.

EXHIBIT #7

23

No Scale	Bruce Towne 1128 Garden Street, Park Ridge	6
		Revised 3/10/11

ORDINANCE
OF THE CITY COUNCIL OF THE CITY OF PARK RIDGE, ILLINOIS
GRANTING A VARIANCE

WHEREAS, The Zoning Board of Appeals of the City of Park Ridge has received an application for a zoning variance on property hereinafter described; and

WHEREAS, the Zoning Board of Appeals in accordance with the Zoning Ordinance of the City of Park Ridge has held a public hearing to consider the application for a variance; and

WHEREAS, the Zoning Board of Appeals has made findings of fact in support of granting the variance and has recommended to the City Council of the City of Park Ridge that the variance be granted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Park Ridge that a variance is hereby granted to Section 7.02.D.1 of the Park Ridge Zoning Ordinance for the following described property:

Lot 9 in block 3 in Union Addition to Park Ridge, a subdivision of the northeast quarter of the northwest quarter of Section 35, Township 41 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois

property otherwise known as:

1128 Garden Street

to allow the construction of a new single-family dwelling on a lot with the width of thirty-six (36) feet rather than the required fifty (50) feet and an area of 5,400 square feet rather than the required 6,500 square feet in accordance with plans approved by the Zoning Board of Appeals in Case No. V-91-05.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

BE IT FURTHER ORDAINED that the City Clerk is hereby authorized and directed to publish said Ordinance in pamphlet form according to law.

EXHIBIT # 8

24

Adopted by the City Council of the City of Park Ridge,
Illinois, this 3rd day of June, A.D. 1991.

VOTE: AYES 13 Ald. R. Crawford, F. Bartolone, M. Maggio, J. English,
 C. Edlund, N. Stuercke, W. Bell, D. Rundblad, D. Henry,
 T. Johnson, M.A. Irvine, J. Lemmer, C. Hogan.
 NAYS 1 Ald. F. De Paul.

ABSENT -

Approved by me this 3rd day of
 June, A.D. 1991.

Ronald W. Witzke
Acting Mayor

Attest:

Betty W. Henneman
City Clerk

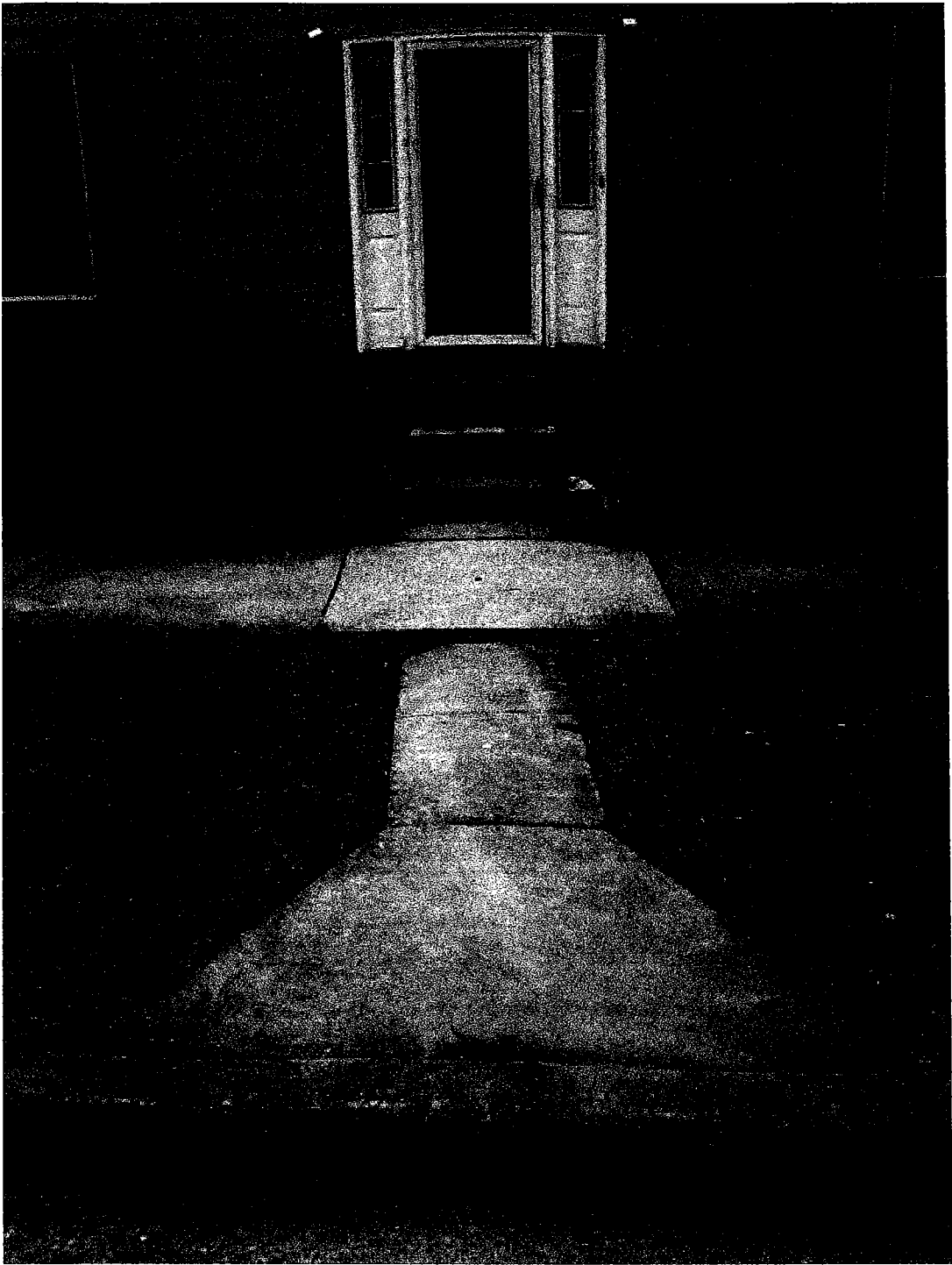
EXHIBIT # 8



Right Perspective

EXHIBIT #9

26



Front Stoop from Street

EXHIBIT # 9