

# City of Aurora

Development Services Department | Zoning and Planning Division

44 E. Downer Place | Aurora, IL 60505

Phone: (630) 256-3080 | Fax: (630) 256-3089 | Web: [www.aurora-il.org](http://www.aurora-il.org)



## Land Use Petition

### Subject Property Information

Address / Location: 2931 Village Green Drive

Parcel Number(s): 07-29-320-006

### Petition Request

A Resolution Approving a Final Plan for the property located at 2931 Village Green Drive for a Multi-Family Dwelling (1140) Use

### Attachments Required

(a digital file of all documents is also required)

Development Tables Excel Worksheet - digital only (1-0)  
Word Document of: Legal Description (2-1)

Two Paper and pdf Copy of:  
Final Plan (2-4)  
Final Plat (2-5)  
Landscape Plan (2-7)  
Building and Signage Elevations (2-11)

One Paper and pdf Copy of:  
Qualifying Statement (2-1)  
Plat of Survey (2-1)  
Legal Description (2-1)  
Letter of Authorization (2-2)  
Existing or Proposed CC and Rs OR Lease Restrictions (2-1)

**Petition Fee: \$1,250.00**

**Payable to: City of Aurora**

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.

The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.

Authorized Signature: *Fazal M. Ali* Date 05/26/23

Print Name and Company: FAZAL M. ALI

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this 26<sup>th</sup> day of May 2023

State of ILLINOIS

County of Will ) SS

*Blanca E. Monarrez-Saavedra*  
Notary Signature

NOTARY PUBLIC SEAL

BLANCA E. MONARREZ-SAAVEDRA  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Feb 04, 2026



## Landscape Material Worksheet

**Project Number:** RESMST2022-05658

**Petitioner:** FAZAL ALI, ABDUL MOSHI

### Proposed Street Trees (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name

### Proposed Canopy Trees (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name
Sapindaceae	Acer	Acer Rubrum	Autumn Blaze Mapl
Fabaceae	Caesalpinioideae	Gymnocladus Dioicus	Kentucky Coffee
Fagaceae	Quercus	Quercus Bicolor	Swamp White Oak
Aceraceae	Acer L.	Acer Saccharum	Sugar Maple

### Proposed Evergreen Trees (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name
Pinaceae	Picea	Picea Pungens	Blue Spruce
Pinaceae	Abies	Abies Concolor	Concolor Fir
Pinaceae	Pinus	Pinus Strobus	Eastern White Pine
Pinaceae	Picea A Dietr	Picea Abies	Norway Spruce

### Proposed Understory Trees (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name
Rosaceae	Pyrus	Pyrus Calleryana	Bradford Pear
Betulaceae	Betula	Betula Nigra	River Birch
Rosaceae	Amelanchier	Amelanchier Laevis	Allegheny Serviceberry
Cornaceae	Cornus	Cornus florida	Flowering Dogwood

### Proposed Deciduous Shrubs (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name
Celastraceae	Euonymus	Euonymus Alatus	Dwarf Burning Bush
Rosaceae	Physocarpus	Physocarpus Opulifolius	Common Ninebark
Hydrangeaceae	Hydrangea	Hydrangea	Annabelle Hydrangea
Caprifoliaceae	Diervilla Mill		Bush Honeysuckle

### Proposed Evergreen Shrubs (Minimum of 4 unique entries required)

Family	Genus	Species	Common Name
Buxaceae	Buxus	Buxus X "Glencoe"	Chicagoland Green Boxwood
Cupressaceae	Thuja	Thuja	Arborvitae
Berberidaceae	Berberis L.	Berberis	Barberry
Cupressaceae	Juniperus	Juniperus Chinesis	Blue Point Juniper

For Trees no more than three of the same species shall be clustered together. And the goal should be that no Family shall account for more than 30%, no Genus shall account for more than 20%, and no Species shall account for more than 10% of any Planting Material Type.

The Landscape Materials are subject to review and approval by the Review Planner.

Verified By: \_\_\_\_\_

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

Month Day, Year

From : Abdul Mohsi

8514 Menard Ave, Morton Grove. IL 60053

847-867-9477

[amohsi@gmail.com](mailto:amohsi@gmail.com)

Fazal Ali

13261 Allyn St

Plainfield IL. 60

847-401-5107

TO : City of Aurora, Planning and Zoning Division

44 E Downer Plave, Aurora IL 60507

630-256-3080

[coaplanning@aurora-il.org](mailto:coaplanning@aurora-il.org)

Re : Authorization Letter for : Property address+

2931 Village Greenbr . Aurora. IL 60504

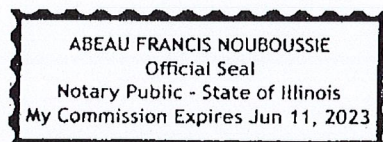
To Whom it may concern

As the record owner of the above stated property I hereby affirm that I have full legal capacity to authorize MAKDA INC, and its representatives to act as the owner's agent through the Final Plan Land use Petition process with the city of Aurora for the said property.

Signature : [Signature] Date 1/30/23

Subscribed and sworn to Before me this 30<sup>th</sup> Day  
Of JANUARY, 2023

Notary Signature [Signature]



State of IL County of COOK  
The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of JANUARY, 2023.  
by ABDUL MOHSI  
\_\_\_\_\_  
Notary Public  
My Commission Expires JUNE 11-2023

Month Day, Year

From : Abdul Mohsi

8514 Menard Ave, Morton Grove. IL 60053

847-867-9477

[amohsi@gmail.com](mailto:amohsi@gmail.com)

Fazal Ali

13261 Allyn St

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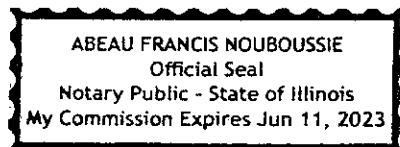
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State of IL County of COOK  
The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of JANUARY, 2023,  
by ABDUL MOHSI  
\_\_\_\_\_  
Notary Public  
My Commission Expires JUNE 11 - 2023

# ALTA OWNER'S POLICY OF TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

**22006796GV**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

**Chicago Title Insurance Company**

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary



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## 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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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**SCHEDULE A**

Address Reference: Vacant Land Lot 3 Unit 24A Village Green, Aurora, IL 60504

Date of Policy	Amount of Insurance
July 8, 2022	\$180,000.00

## 1. Name of Insured:

Abdul Mohsi and Fazal Ali and Abdul Moghni

## 2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

## 3. Title is vested in:

Abdul Mohsi and Fazal Ali and Abdul Moghni, as tenants in common

## 4. The Land referred to in this policy is described as follows:

LOT 3 IN FOX VALLEY VILLAGES UNIT 24A, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1986 AS DOCUMENT R86-63326, IN DUPAGE COUNTY, ILLINOIS.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED****END OF SCHEDULE A****Copyright American Land Title Association. All rights reserved.**

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ALTA Owner's Policy (06/17/2006)





## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

### General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, 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. Taxes for the years 2021 and 2022.

Taxes for the year 2021 are payable in two installments.

The first installment amounting to \$2,982.73 is paid of record.

The second installment amounting to \$2,982.73 is not delinquent before September 1, 2022.

Taxes for the year 2022 are not yet due and payable.

Permanent Tax No.: [07-29-320-006](#).

7. Note set forth in the surveyor's <cert on the plat of Fox Valley Villages Unit 24A First Resubdivision, aforesaid, as follows:

No part of said property platted hereon is located within a special flood hazard area identified by F.E.M.A. map 170320 0025 D.

8. Building set back line as shown on the plat of Fox Valley Villages Unit 24A, aforesaid, as follows:

22.5 feet along the Westerly line, 25 feet along the Northerly line and 5 feet along the Southerly line of Lot 3..

9. Planting easement as shown on the plat and contained in the certificate appended to the plat of Fox Valley Villages Unit 24A, aforesaid, as follows:

15 feet along the Northerly line of Lot 3.

### END OF SCHEDULE B

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation secured by a purchase money Mortgage given to the Insured.

**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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

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(continued)

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter 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.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. 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.  
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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (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 an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (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.

**8. 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.

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(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. 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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) 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 Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Policy Number:

**22006796GV**

General Exception number(s) 1, 2, 3, 4 and 5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

Dated: July 8, 2022



QUALIFYING STATEMENT OF PETITION

March 10, 2023

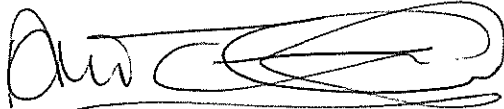
Re: 2931 Village Green Drive, Aurora

Fazal Ali and Abdul Mohsi  
8514 Menard Ave  
Morton Grove, IL  
847-401-5107

The owners of the property located at 2931 Village Green Drive, are proposing to construct a 6-unit townhomes (38' X 150', with 16,275 sq. ft. building) building. The units will consist of 3 story high, 1<sup>ST</sup> floor will be the front and rear entrance, two car garage, mechanical room and a reception room with toilet, 2<sup>nd</sup> floor will be living dining and kitchen with a toilet, the 3<sup>rd</sup> floor will consist of master suite with master bath, walk-in closet plus hall bath and two more bedrooms. Total area of each unit will be 2,710.92 sq. ft., the total land area is 35,450.00 sq. ft. of which 7,517 sq. ft. of hard surface and 19,964 sq. ft. of landscape. The proposed building will face Village Green Drive, ample room for additional onsite guest parking in the rear.

There are existing utilities on site to be tap in, sewer water and storm.

The proposed project is an improvement to the public health, safety, morals, and general welfare. The development of the existing site will have no effect on the use and enjoyment of the surrounding property. The development of this property in in the normal and orderly development of the area. The development will have no effect on existing traffic in the area.



Sincerely,  
Antonio Fanizza Architect

January 17, 2023

Qualifying Statement (for a Land Use Petition)

To: Planning and Zoning Division  
City of Aurora  
1 S Broadway  
Aurora, IL 60505

Re: New Townhomes  
2931 Village Green Drive,  
Aurora.

Dear Sir or Madam

We are proposing to develop an empty parcel of land approximately Thirty-five Thousand Four Hundred Fifty (35,450) sq. ft. with a single building consisting of six (6) townhomes. Each townhome will consist of Two Thousand Seven Hundred Eleven (2,711) sq. ft.) Two (2) car garage included. First floor will have main entrance, half bath, mechanical room and garage. Second floor will have living room, family room half bath and kitchen, third floor will consist of three bed rooms two baths.

Our goal is to attract young families where they can stay and grow with in the unit.

Our process started out meeting city officials it progressed with the involvement of architectural, engineering and construction companies.

Our parcel is surrounded with commercial to the South, empty parcel to the East and West, all along the North side of Village Green Drive are multifamily residences.

It is our belief that this project will fit and work well within the neighborhood.

- The public health, safety morals, comfort or general welfare we will meet by complementing the neighborhood, staying consistent with has been built in the area.
- The use and enjoyment of other property already established or permitted in the general area, the area has multi-family development we are keeping with was previously established.
- Property values within the neighborhood, our development will complement the neighborhood by been a quality product, our value will be consistent if not better.
- The normal and orderly development and improvement of surrounding property for uses established or permitted within their respective existing zoning district, what we are proposing is consistent with improvements of surrounding properties and existing zoning. There are townhomes to the North we propose to do the same.
- Utilities, access roads drainage and/or other necessary facilities, our site has all required utilities, no new access road will be required, and we have provided proper drainage to comply with the City of Aurora.
- Ingress and egress as it relates to traffic congestion in the public street, there is an access road that we will be using as an ingress and egress from the property in turn discharges to two public roads, this should not be creating any congestion.

## ANTONIO FANIZZA ASSOC. LTD

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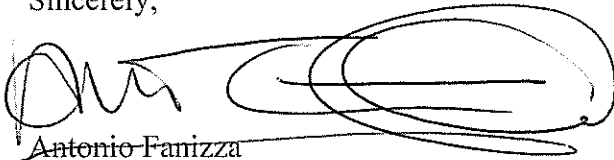
ARCHITECTS

- The applicable regulations of the zoning district in which the subject properties proposed to be or is located, we are meeting all the applicable regulations in B-B the zoning district.
- A bullet point of any variance, modifications or exceptions that you are seeking from the City's Codes and Ordinances, the B-B (Business Boulevard Zoning) district allows minimal residential development, based on conversations with City's staff I meet all restrictions within the B-B zoning we should not be asking for any variance, modifications or exceptions.

This project should be approved for it will be an asset to the City of Aurora.

If you have any questions please feel free to contact us.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'A' followed by a series of loops and a long horizontal stroke.

Antonio Fanizza  
Architect