

FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 4433 Harlem Avenue, Stickney, Illinois 60804 (the “Property”)

GRANT OF A SPECIAL USE PERMIT

On October 24, 2024, the Village of Stickney (the “Village”) Zoning Board of Appeals (the “ZBA”) recommended granting a special use permit (“SUP” or “Special Use”) to install a second floor residential unit (watchman unit) for an existing car wash at the location on the first floor (the “Proposed Use”) in the Village’s B-2 Harlem Avenue and Cicero Avenue Business District zoning district, based on the following:

1. Guadalupe D. Preciado Munoz (the “Applicant”) submitted an application to the ZBA requesting a SUP to operate the Proposed Use at the Property; and
2. The Property is located in the Village’s B-2 Harlem Avenue and Cicero Avenue Business District zoning district; and
3. Section 9.02 of the Village of Stickney Zoning Code (the “Zoning Code”) provides that second floor residential uses are special uses, thus requiring the approval of a Special Use Permit; and
4. In accordance with the Illinois Compiled Statutes and the Village’s Zoning Ordinance, as amended, notice of the hearing regarding the Applicant’s requested SUP (the “Hearing”) was published in one or more newspapers published in the Village, including notice published on June 13, 2024, a copy of which was entered into evidence at the Hearing as “Exhibit A1”, and a second published notice occurring on October 3, 2024 was entered into evidence as “Exhibit A2”. Taxpayer notice was sent via certified mail by the Applicant, a copy of the taxpayer notice and the certified mailing receipts were entered as exhibits at the Hearing as “Exhibit B1 and B2”; and
5. The application packet and submitted plans were marked as “Exhibit C” and “Exhibit D”; and
6. An initial hearing was held on June 27, 2024. This hearing was continued to allow the Village time to review the Applicant’s plans and to allow the Applicant to correct certain service issues. At this hearing, the Building and Zoning Administrator informed the ZBA that the Police Department had concerns related to an incident on May 5, 2024, at 0152 hours, where the applicant held a party at the car wash to watch a sporting event. The Applicant apologized for the incident and he swore under oath that such a party or get together would not occur on or at the commercial uses of the property, particularly the car wash. The hearing was continued to October 24, 2024; and
7. A second hearing was held on October 24, 2024. At said hearing, the Applicant

provided credible testimony as follows:

- a. The Applicant is the owner and operator of the Property, which operates a hand car wash and detailing business as well as a storefront, which used to have a gaming café but is currently vacant; and
 - b. The Applicant desires to live above the car wash and the storefront to watch the business, and he intends to live at the residential unit, if approved, as a full-time resident; and
 - c. The Applicant confirmed that he will also designate at least one parking spot for the residential use, if approved; and
 - d. The Building and Zoning Administrator Josh Brniak testified that if the special use permit is granted, any and all work to create the residential unit or other construction work to the building would be subject to compliance with the Village of Stickney's building, electrical, plumbing, and other requirements, and would be subject to inspection, approval, and the granting of an occupancy permit; and
 - e. The Building and Zoning Administrator Josh Brniak also testified that for a residential use, 1.5 parking spaces are required; and
 - f. The Applicant testified that the building will have a fire alarm connected to the fire department as well as a sprinkler or fire suppression system, and will be all brick; and
 - g. During the hearing, the Zoning Board expressed concerns that the residential unit would become a rental property; and
8. In addition to the above and herein, the ZBA hereby makes the following findings of fact:

- a. **That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, or general welfare.** The Applicant submitted an application related to the development and construction of the proposed Special Use. Provided that the Property is developed, maintained, and operated in substantial compliance with the Application and the findings made as well as the Conditions provided for and defined herein, *infra*, the ZBA finds that the proposed Special Use will not be detrimental to or endanger the public health, safety or general welfare of the surrounding area, the public or the Village generally; and
- b. **That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.** The Property has residential properties to the

north and south and allowing this second-floor residential use would be consistent with the neighboring properties. Based on the evidence elicited at the Hearing, the proposed Special Use will not have any greater impact on the surrounding properties than the existing use. Further, provided that the proposed Special Use substantially complies with the Application and the Conditions provided for and defined herein, *infra*, the ZBA finds that the proposed Special Use will likely have a net positive impact on the property in the immediate vicinity and increase surrounding property values; and

- c. **That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.** The applicable zoning district of the area surrounding the Property is B-2 Harlem Avenue and Cicero Avenue Business District. The properties in this area are mostly residential and commercial. The ZBA finds that the proposed Special Use, subject to compliance with the submitted Application and Conditions provided for and defined herein, *infra*, will not impede the normal and orderly development and improvement of the surrounding property for uses contemplated within the B-2 Harlem Avenue and Cicero Avenue Business District; and
- d. **That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.** The Applicant and the Building and Zoning Commissioner both testified and agreed that the residential use and construction of same will be required to comply with all applicable building codes and requirements. There are also adequate access roads to the Property. The ZBA finds that, provided that the proposed Special Use is developed, maintained, and operated in substantial compliance with the Applicant's testimony as well as the Conditions provided for and defined herein, *infra*, said proposed Special Use shall maintain adequate public utilities, access roads, and/or other necessary facilities; and
- e. **That adequate measures have been or will be taken to provide ingress and egress so designated as to minimize traffic congestion in the public streets.** There is existing and adequate ingress and egress to the Property. The ZBA finds that provided that the Special Use develops, maintains and operates in substantial compliance with the submitted application as well as the Conditions provided for and defined herein, *infra*, said proposed Special Use does not impact the existing adequate ingress and egress to the Property; and
- f. **That the Special Use shall in all other respects conform to the applicable regulations of this ordinance and other applicable Village regulations, except as such regulations may in each instance be modified by the Village pursuant to the recommendation of the ZBA.** Provided that the Property is developed, maintained and operated in substantial compliance with the Application submitted as part of the record

as well as the Conditions provided for and defined herein, *infra*, the ZBA finds that the proposed Special Use shall conform to all applicable regulations. Further, the ZBA finds that the proposed Special Use's compliance with such regulations shall be a condition of the grant of the Special Use; and

9. Upon hearing the testimony, reviewing the application, and taking all relevant information into consideration, the ZBA hereby finds that the grant of the SUP should be approved subject to the following "Conditions":
 - a. The Property shall be owner-occupied only; and
 - b. Common areas and spaces shall only be used for their intended uses; and
 - c. Any violation of the Conditions could result in the revocation of this Special Use Permit and any occupancy permit issued for the Special Use; and
 - d. The Applicant agrees to provide no less than two (2) parking spaces for the residential unit subject to the Special Use Permit; and
 - e. The Applicant agrees to comply with the Conditions of this Special Use Permit; and
10. In light of the above, the ZBA further finds and restates that granting the Special Use Permit complies with the requirements of the Zoning Code and would not: (a) endanger the public health, safety, morals, comfort, or general welfare of the neighborhood; (b) harm the use or enjoyment of property in the immediate vicinity or damage neighboring property values; (c) impede upon the normal and orderly development and improvement of surrounding property; or (d) alter the essential character of the area.

CONCLUSION; CONDITIONS

The Applicant provided evidence that the requested Special Use Permit would comply with the requirements set forth in the Zoning Code, as amended. Testimony at the public hearing on the proposed Special Use Permit further demonstrated and the ZBA further finds that the Special Use Permit would be in furtherance of the public health, safety and welfare, and that the Special Use Permit would otherwise be in the best interests of the Village. Furthermore, the ZBA finds that the Proposed Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the ZBA recommends granting the Special Use Permit, as presented, subject to the Conditions stated herein.


Chairman of the Zoning Board of Appeals for the Village of Stickney

Exhibit A1

DESPLAINES VALLEY NEWS

A HOUSEHOLD NAME IN THE SOUTHWEST SUBURBS SINCE 1913

7676 W. 63rd Street
Summit, IL 60501
(708) 594-9340

NOTICE OF PUBLIC HEARING BEFORE THE ZONING BOARD OF APPEALS FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS JUNE 27, 2024 at 7:00 PM

Notice is given that the Zoning Board of Appeals of the Village of Stickney will conduct a public hearing on June 27, 2023 at 7:00 p.m., at the Village of Stickney Village Hall located at 6533 West Pershing Road, Stickney, Illinois 60402 to take public comment and testimony concerning:

An application submitted by Guadalupe D. Preciado Munoz (the "Owner") and Jose Rafael Once Meno (the "Applicant") related to 4433 South Harlem Avenue, Stickney, IL (the "Property"), requesting a special use permit to install a second floor residential unit (watchman unit) for an existing car wash at that location on the first floor.

The Legal Description provided by the Applicant for the Property is as follows:

THE SOUTH 37 FEET OF LOT 7 AND ALL OF LOT 8 IN BLOCK 6 IN WALTER G. MCINTOSH'S FORESTVIEW GARDENS, SUB-DIVISION OF LOTS 14, 15, 20 TO 23 AND 28 IN CIRCUIT COURT. PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

These requests for variances will be heard at a public hearing held at the Village of Stickney, Village Court Room, located at 6533 W. Pershing Road, Stickney, IL 60804. All persons in attendance at the foregoing hearing shall have an opportunity to give testimony, be heard and ask questions about the project. Further information regarding this application is available through the Zoning Administrator, Josh Brniak (708-749-4490), whose office is located at the Village of Stickney Village Hall located at 6533 West Pershing Road, Stickney, Illinois 60402. Any person wishing to give testimony or public comment at the hearing may present said comment or testimony at the hearing or they may submit their comments or testimony at least one (1) hour before the hearing to the Zoning Administrator, Josh Brniak at jbrniak@villageofstickney.com.

Publication Date this 13 day of June, 2024.

Village of Stickney Zoning Board of Appeals

Being first duly sworn, deposes and says that he is the Publisher of the Desplaines Valley News, a secular weekly newspaper of general circulation in the County of Cook, regularly published in the Village of Summit, with specific circulation to the Villages of Argo-Summit, Brookfield, Countryside, Bedford Park, Bridgeview, Hodgkins, Indian Head Park, LaGrange, unincorporated La Grange Highlands, Lyons Township, and Villages of Lyons, McCook and Willow Springs, Illinois, and various Park, Library and Fire & Police Protection Districts therein, for more than one year prior to the first publication of said notice.

Deponent further says that a notice of which the attached notice is a true and correct copy, was published in said Desplaines Valley News and that the date(s) of paper containing said published notice was the:

13th day of June, 2024
____ day of _____, 20____
____ day of _____, 20____
____ day of _____, 20____

Publisher Representative

Subscribed and sworn to before me, this

13th day of June, 2024

NOTARY PUBLIC



The Desplaines Valley News is a newspaper as defined in Chapter 100, Sections 1,3,5 and 10, Illinois Revised Statutes.

Exhibit A2

DESPLAINES VALLEY NEWS

A HOUSEHOLD NAME IN THE SOUTHWEST SUBURBS SINCE 1913

7674 W. 63rd Street
Summit, IL 60501
(708) 594-9340

**NOTICE OF PUBLIC HEARING
BEFORE THE ZONING BOARD OF APPEALS FOR THE
VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF
ILLINOIS
OCTOBER 24, 2024 AT 7:00 PM**

Notice is given that the Zoning Board of Appeals of the Village of Stickney will conduct a public hearing on October 24, 2024 at 7:00 p.m., which was continued from June 27, 2024, at the Village of Stickney Village Hall located at 6533 West Pershing Road, Stickney, Illinois 60402 to take public comment and testimony concerning:

An application submitted by Guadalupe D. Preciado Munoz (the "Owner") and Jose Rafael Once Meno (the "Applicant") related to 4433 South Harlem Avenue, Stickney, IL (the "Property"), requesting a special use permit to install a second floor residential unit (watchman unit) for an existing car wash at that location on the first floor.

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These requests for variances will be heard at a public hearing held at the Village of Stickney, Village Court Room, located at 6533 W. Pershing Road, Stickney, IL 60402. All persons in attendance at the foregoing hearing shall have an opportunity to give testimony, be heard and ask questions about the project. Further information regarding this application is available through the Zoning Administrator, Josh Brniak (708-749-4400), whose office is located at the Village of Stickney Village Hall located at 6533 West Pershing Road, Stickney, Illinois 60402. Any person wishing to give testimony or public comment at the hearing may present said comment or testimony at the hearing or they may submit their comments or testimony at least one (1) hour before the hearing to the Zoning Administrator, Josh Brniak at jbrniak@villageofstickney.com.

Publication Date this 3rd day of October, 2024.

Village of Stickney Zoning Board of Appeals

Being first duly sworn, deposes and says that he is the Publisher of the Desplaines Valley News, a secular weekly newspaper of general circulation in the County of Cook, regularly published in the Village of Summit, with specific circulation to the Villages of Argo-Summit, Brookfield, Countryside, Bedford Park, Bridgeview, Hodgkins, Indian Head Park, LaGrange, unincorporated La Grange Highlands, Lyons Township, and Villages of Lyons, McCook and Willow Springs, Illinois, and various Park, Library and Fire & Police Protection Districts therein, for more than one year prior to the first publication of said notice.

Deponent further says that a notice of which the attached notice is a true and correct copy, was published in said Desplaines Valley News and that the date(s) of paper containing said published notice was the:

3 day of OCTOBER, 2024

day of , 20

day of , 20

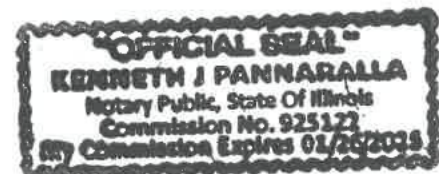
day of , 20

Publisher Representative

Subscribed and sworn to before me, this

3 day of OCTOBER, 2024

NOTARY PUBLIC



The Desplaines Valley News is a newspaper as defined in Chapter 100, Sections 1,3,5 and 10, Illinois Revised Statutes.

Exhibit B1

This exhibit is on file with the Building and Zoning Administrator. This exhibit is open for public inspection.

Exhibit B2

This exhibit is on file with the Building and Zoning Administrator. This exhibit is open for public inspection.

Exhibit C

PETITION FORM

I GUADALUPE PRECIADO owner of the property 4433 s
harlem ave,Stickney Illinois

Im turning in this application to trying to make the
variation on the property, The addition of an apartment
to have a watch man just to have 24hrs of vigilation on
the property because of the increase of vandalism in
the city and I realize that it can be possible because
the property it's a mix use and around the property
there's buildings with the same characteristics being
commercial and residential.

RECEIVED

APR 30 2024

VILLAGE OF STICKNEY

PETITIONER'S CHECKLIST

All petitioners are urged to review the material in this package and the Village Zoning Ordinances

REQUIRED APPLICATION MATERIAL - SUBMIT 30 DAYS BEFORE HEARING

Submit the following to the Village of Stickney Zoning Department at least 30 days prior to the scheduled hearing date:

1. APPLICATION FEE: Make check payable to Village of Stickney
2. PROOF OF OWNERSHIP INFORMATION AND AFFIDAVIT: Three (3) copies.
3. CURRENT PLAT OF SURVEY: Three (3) copies of Plat of Survey of property showing dimensions of proposed construction spotted thereon.
4. APPLICATION: Three (3) copies of completed application.
5. PETITION: Three (3) copies of completed petition detailing the nature of the variation, special use map amendment, etc. being requested; the hardship that would exist if the variation etc. were not granted; unique existing circumstances for the request and statement if the variation etc. will alter the character of the locality.
6. ANNEXATION PLAT AND PETITION (if applicable)
7. PRELIMINARY SUBDIVISION PLANS (if applicable): Not to exceed 36"x 48" sheet size.
 - a. Detailed Site Plan indicating all site improvements such as sign locations, screened trash container areas, loading docks, fire lanes, area lighting, parking, handicap parking, all dimensions and project date, i.e., building area, land area, parking, calculations, etc.
 - b. Preliminary Engineering Site Plans. Please contact our Engineering Company Novotny and Associates - Norm Geary - 630-887-8640
 - c. Floor plan, not working drawings (drawn to 1/4" scale).
 - d. Building elevations indicating height and building materials.
 - e. Building section (multi-floor structures only).
 - f. Landscape plan prepared on a separate sheet indicating species, plant location, quantity, size and spacing.
 - g. Sign elevations.
 - h. Traffic study (when applicable) signed and sealed by P.E.
8. DETAILED PLANS: Three (3) copies of detailed plans of the variation requested, elevation drawings and floor plans showing proposed and existing layout, photos, etc. If fence variation, show proposed placement, height and type of fence on Plat of Survey. (Please fold all drawings and submit three (3) complete sets of the required information).

INCOMPLETE APPLICATION CANNOT BE ACCEPTED

Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402
708-749-4400 Fax: 708-749-4451

Zoning Administrator: Joshua Brniak
Office: 708-749-4400 x524 Email: jbrniak@villageofstickney.com

PLAN COMMISSION/ZONING BOARD OF APPEALS PROCESS
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1. The petitioner first meets with a representative of the Building and Zoning Departments to discuss the proposal and to determine the necessary process for the public hearing. A "concept" plan must be available for review.
2. The Petitioner's Application Packet, which is attached, is required in order to have your hearing for a map amendment, variance, subdivision, special use, etc. processed. It is the basis on which the Plan Commission/Zoning Board of Appeals will make their decision. Please read every page carefully, and if you have any question, do not hesitate to contact the Village of Stickney. If you would like a copy of the sections of the Village Code which pertain to your hearing request, they can be purchased from the Village Clerk.
3. The petitioner submits complete sets of applications to the Building and Zoning Departments one month prior to the Public Hearing Meeting to determine that they are in compliance with the Village requirements. If this review determines that there are no significant issues, then a hearing will be scheduled. If significant changes are required, the petitioner shall resubmit revised plans.
IT IS MANDATORY THAT ALL FORMS MUST BE COMPLETED IN ORDER FOR THE PETITION TO BE PROCESSED. IF ANYTHING IS MISSING, THE HEARING WILL HAVE TO BE CONTINUED.
4. A public hearing is scheduled and all public notice requirements are fulfilled. The Village will place a Public Hearing sign on the subject property. The Village places a public notice in the local newspaper (approximately 15 days.)
5. In all requests requiring Plan Commission/Zoning Board of Appeals public hearings, except Zoning Ordinance text amendments, the applicant, his agent or attorney, shall notify each business and manufacturing property owner of all property within two hundred fifty (250) feet in all directions and each residential property owner of all property within two hundred fifty (250) feet in all directions of the location of the parcel exclusive of roads, alleys, streets and other public right of ways as follows:
 - A). Each letter shall be mailed certified mail, return receipt request, no less than 15 days and no more than 30 days before the hearing date.
 - B). The contents of the letter shall be the same as the newspaper notice and shall

- • be approved by the Zoning Administrator.
 - C). An exemplar copy of the letter, all post office certifications and map or list of addresses where the letters were sent shall be filed with the Village Zoning Administrator prior to the hearing date.
 - D). The list of property owners shall be obtained either by the record from the Cook County Recorder of Deeds or from the tax records maintained by the Cook County Clerk.
6. The Plan Commission/Zoning Board of Appeals hold a public hearing to review the proposal. At the hearing, the petitioner or his/her representative makes a formal presentation to the Commission and answers any questions concerning the proposal. The Plan Commission/Zoning Board of Appeals makes a formal recommendation to the City Council based on their deliberations.
 7. The Village Attorney will present to the Village Council a drafted ordinance for their review. The Council makes the final decision on the recommendation of the Plan Commission/Zoning Board of Appeals (approximately 2 weeks).

INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED

AFFIDAVIT OF OWNERSHIP

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Guadalupe Preciado, under oath, state that I am

owner the sole)
) an) owner of the property
) an authorized officer of the)

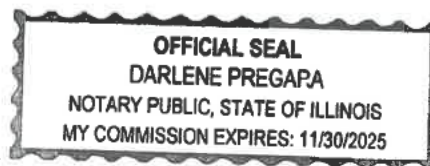
commonly described as 9433 S Harlem ave Stickney Illinois
60402

and that such property is owned by Guadalupe P. Preciado Moñor
as of this date.


Signature

Subscribed and sworn to
before me this 30th
day of April, 2024.


Notary Public



PETITIONER'S APPLICATION

Petitioner: Jose Rafael Parra Meno P.I.N. No.: _____

Address: 622 High Rd Glen Elm Telephone No: 630 853 9380
IL 60137

Owner: Gracia & P. D. Praciado Meno

Address: 5004 S Komensky ave Telephone No: 405 885 0761
Chicago IL 60632

Petitioner is: Attorney _____ Agent _____ Owner _____ Other X

Contact Person
Address: 622 High Rd Glen Elm Telephone No: 630 853 9380
IL 60137

Location: 4433 S Harlem Ave

Zoning: Current: Harlem Ave and Proposed: _____
Land Use: Current: Cicero Ave Proposed: _____
Business District.

PETITIONER'S SIGNATURE

04/30/2024
DATE

OWNER'S SIGNATURE

04/30/2024
DATE

The petitioner must fill out the top section of this page and each of the attached pages. The petitioner and owner must sign this page on the signature line provided above prior to submitting the completed application.

Directions to Complete Forms:

Petitioner: -Individual who is requesting approval from Village
(provide name, address and phone number for each)
Owner: -Owner of subject property
(provide name, address and phone number for each)
Contact Person: -If different from petitioner
(provide name, address and phone number for each)
P.I.N. No.: -Tax identification number
Location: -Address of subject property
Zoning: -The current zoning classification and proposed, if applicable
Use: -The current and use (vacant house, etc.) and proposed

PETITION

It is essential to complete the following questions:

Have you ever applied for a variance for this property? Yes _____ No X
If yes, what was the variance for? _____

Date you appeared before the Zoning Board: _____
Was the variance: Approved _____ Denied _____

Now comes the petitioner:

Being the owner/agent of the property commonly known as: 4433 S Harlem ave
and appeals to the Zoning Board of Appeals for the Village of Stickney for a variation of
Section _____, of the Zoning Ordinances of the Municipal Code for the Village of Stickney in
order to:

Get a permit for an Apartment (Watchment)
at 4433 Harlem ave Stickney IL here at
2nd Floor of existing masonry building (car wash existing?)

I hereby state that the following hardship would exist if the variation were not granted: _____

I hereby state that the following unique circumstances exist: _____

I hereby state that the variation, if granted, will not alter the character of the locality because: _____

Signed _____
Petitioner

30/04/2024
Date

FEE SCHEDULE

- A. Petition requiring hearing before Plan Commission/Zoning Board of Appeals, except a petition for a lot line variation which would, if granted, permit construction of an addition to an existing single family residence.

\$550.00 Fee Section 12.14.1

- B. Petition for a lot line variation which would, if granted, permit construction of an addition to an existing single family residence.

\$550.00 Fee Section 12.14.1

ACCEPTANCE OF APPLICATION

When the Village Clerk or the Department of Building and Zoning determines that the application is complete, the petitioner shall pay the required fees as stated above to the Village Clerk.

A public hearing will be scheduled only when the application has been completed by the petitioner.

NOTIFICATION REQUIREMENTS

The Village of Stickney will place a public notice in the local newspaper and will post a Public Hearing Notice sign(s) on the subject property as required by the Stickney Zoning Regulations. The public notice and posting of the public notice sign will be done no more than thirty (30) days and not less than fifteen (15) days prior to the public hearing date.

HOW TO AVOID POSTPONEMENT

1. Proof of Ownership
 - a. A current title opinion from a title company.
 - b. If the petitioner is not the record owner, they (petitioner) must have a letter of authority from the owner or owners. If there is more than one owner, all parties must sign letter of authority to appear on their behalf.
 - c. If title is in a land trust, a copy of Trust Agreement certified by the Trustee, together with evidence of all current ownership of beneficial interest and letter of authorization to appear before the Plan Commission and/or Zoning Board of Appeal is required.

**PLAN COMMISSION / PUBLIC HEARING
ZONING BOARD OF APPEALS**

**GENERAL PROCEDURES FOR PLAN COMMISSION PUBLIC HEARING
ZONING BOARD**

1. **Formal Announcement**
Exact description of the hearing, as published, including date of publication and name of newspaper.
2. **Roll Call**
Roll call taken of all Plan Commissioners/Zoning Board of Appeals.
3. **Petitioner Identified**
Establish if petitioner is present and ready to proceed. Determine the following:
a) Principal spokesperson
b) Others who will testify
4. **Swear In**
All who will testify

5. **Plan Commissioners/Zoning Board of Appeals**
Questions and comments
6. **Audience**
Comments and questions. Begin with anyone who purports to represent a group (such as a homeowners' association)
7. **Plan Commissioners/Zoning Board of Appeals**
Final deliberation
8. **Motion**
9. **Final disposition**

ILLINOIS

Jesse White • Secretary of State

USA

DRIVER'S LICENSE

Federal Limits Apply



4a LIC NO: [REDACTED]
3 DOB: 09 [REDACTED]
4b EXP: 09 [REDACTED] 4a ISS 05/06/2022
1 PRECIADO MUNOZ
2 GUADALUPE D
5 5004 S KOMENSKY AVE
APT 1
CHICAGO, IL 60632
9 CLASS: D 9a END: NONE
12 REST: NONE
15 SEX: M 16 HGT: 5'-11"
17 WGT: 160 lbs 18 EYES: BRN TYPE: CL
5 DO: 2 [REDACTED]

1624

MID CITY CAR WASH INC.

4433 S HARLEM AVE
STICKNEY, IL 60402-4365

DATE 04/30/2024

2-1/710

PAY
TO THE
ORDER OF Village of Stickney

\$ 550.00

Five hundred and fifty 00/100

DOLLARS  Security Features
Included.
Details on Back.

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Zoning / Petition

⑈00162⑈

MP

COPY

COPY

RECEIVED

APR 30 2024

OWNER'S POLICY OF TITLE INSURANCE

VILLAGE OF STICKNEY

Policy Issuer:
GREATER ILLINOIS TITLE COMPANY, INC.
120 NORTH LASALLE STREET
STE. 900
CHICAGO, IL 60602
PHONE: (312) 236-7300



Policy Number **OX-14897363** File Number: **41069528G**

Issued by Old Republic National Title Insurance Company

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, OLD REPUBLIC NATIONAL 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 protection

if 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.

Countersigned:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Officer or Licensed Agent

By

President

Attest

Secretary

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.

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.

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.

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.

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 any adverse judgment or order.

CONDITIONS (con't)

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.

(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 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.

CONDITIONS (con't)

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 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 \$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 \$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.

(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 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

RECEIVED

APR 30 2024

VILLAGE OF STICKNEY

Agent

A Policy Issuing Agent of Old Republic National Title Insurance Company
File Number: **41069528G**

Owner's Policy (2006)

Schedule A

Policy #: **OX-14897363**

Date of Policy: **JUNE 20, 2023**

Amount of insurance: **\$350,000.00**

Address Reference: **4433 SOUTH HARLEM AVENUE
STICKNEY, IL 60402**

Issued by: **RJL TITLE SERVICES, INC.
6536 WEST CERMAK ROAD
BERWYN, IL 60402
PHONE: (708) 795-9777
FAX: (708) 795-4730**

- 1.. Name of insured:
GUADALUPE DEJESUS PRECIADO MUNOZ
2. The estate or interest in the land that is insured by this policy is:
FEE SIMPLE
3. Title vested in:
THE INSURED
4. The land herein described is encumbered by the following mortgage or trust deed and assignments, and the mortgages or trust deeds, if any, shown in Schedule B hereof:
NONE
5. The Land referred to in this Policy is described as follows:
THE SOUTH 37 FEET OF LOT 7 AND ALL OF LOT 8 IN BLOCK 6 IN WALTER G. MCINTOSH'S FORESTVIEW GARDENS, SUBDIVISION OF LOTS 14, 15, 20 TO 23 AND 28 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Agent

A Policy Issuing Agent of Old Republic National Title Insurance Company
File Number: 41069528G

Owner's Policy (2006)

Schedule B

Policy #: OX-14897363

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AND ASSISTANT SECRETARY OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

Exceptions from Coverage

This policy does not insure against loss or damage, the company will not pay costs, attorney's fees or expenses by reason thereof:

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 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.

Special exceptions:

1. GENERAL REAL ESTATE TAXES FOR THE YEARS 2022 AND 2023.

TAX NO. 19-06-307-028-0000, VOL. 188.

NOTE: THE FIRST INSTALLMENT OF THE 2022 TAXES HAS BEEN PAID.

NOTE: THE SECOND INSTALLMENT OF THE 2022 TAXES AND THE 2023 TAXES ARE NOT YET DUE AND PAYABLE.

2. EXISTING UNRECORDED LEASES, IF ANY.
3. POSSIBLE JUDGMENTS, MISCELLANEOUS MATTERS, AND ESTATES VS. NAMES SIMILAR TO: RAMIRO ESPINOZA.
4. POSSIBLE JUDGMENTS, MISCELLANEOUS MATTERS, AND ESTATES VS. NAMES SIMILAR TO: GUADALUPE MUNOZ.

END OF SCHEDULE B

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



RECEIVED

Agent

A Policy Issuing Agent of Old Republic National Title Insurance Company
File Number: 41069528G

APR 30 2024

VILLAGE OF STICKNEY

Owner's Policy (2006)
Schedule B (continued)
Policy #: OX-14897363

RJL TITLE SERVICES, INC.

BY: 

AUTHORIZED SIGNATORY

NOTE FOR INFORMATION:

ISSUED BY:

**RJL TITLE SERVICES, INC.
6536 WEST CERMAK ROAD
BERWYN, IL 60402
PHONE: (708) 795-9777
FAX: (708) 795-4730**

SERVICE PROVIDER:

**GREATER ILLINOIS TITLE COMPANY
300 E. ROOSEVELT RD.
SUITE 200
WHEATON, IL 60187**

REFER INQUIRIES TO:

**PHONE: 630-462-7800
FAX: 630-462-7821**



BUILDING PERMIT APPLICATION

PERMIT # _____

PIN # _____

FOR OFFICE USE ONLY

Village of Stickney Building Department

6533 W. Pershing Road

Stickney, IL 60402

Phone: 708-749-4400 Fax: 708-749-4451 Email: building@villageofstickney.com



PLEASE PRINT LEGIBLY AND SUBMIT COMPLETED APPLICATION WITH ALL NECESSARY DOCUMENTS

JOB SITE ADDRESS 4433 S Harlem Ave Stickney IL 60402

PROPERTY OWNER Guadalupe D. Preciado Mui Phone [REDACTED] Email [REDACTED]

PROPERTY OWNER ADDRESS (if different) 5001 S Komensky ave

DESCRIPTION OF WORK Proposed Apartment at existing 2nd Floor building (Existing Car Wash)

TOTAL VALUE OF CONSTRUCTION WORK \$ 75,000 (including labor, materials, overhead, and profit) 701@yahoo.com

NOTE: A RECENT PLAT OF SURVEY IS REQUIRED FOR ALL PERMIT APPLICATIONS REGARDING EXTERIOR WORK.

_____ Check here if work is being performed by OWNER. If work is being performed by a CONTRACTOR(S) please fill out page 2 of this application.

Is the permit required for a list of compliance violations? _____ Yes X No

Do you live at the above property address? _____ Yes X No

1) ALL CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH THE VILLAGE OF STICKNEY BEFORE A PERMIT MAY BE ISSUED.

2) LEGAL CONTRACTS WITH FULL SCOPES OF WORK ARE REQUIRED FROM ALL CONTRACTORS AT TIME OF SUBMITTAL. **THE VILLAGE WILL NOT ACCEPT LETTERS OF INTENT.**

I affirm I am the owner of the above listed subject property, or am acting as an authorized agent of the owner. As an owner, I consent to all required inspections of the work performed and that all work shall be conducted and completed in accordance with Village of Stickney codes, ordinances, manufacturer's specifications and industry standards. As an agent of the property owner, I hereby attest that I am duly authorized by the owner to bind the owner to the above stated inspection consent, codes, and standards, and will indemnify the innacuracy of information provided on this permit application, a violation of the applicable codes or standards, or a failure to obtain a required inspection may result in the suspension or revocation of the permit and render all work, systems, or equipment regulated under this permit as unlawful and subject to appropriate fees and fines.

SIGNED Guadalupe D. Preciado Mui _____ DATE 04/30/24

PRINTED NAME

SIGNATURE

FOR OFFICE USE ONLY

FEE BREAKDOWN

PERMIT FEE

\$ _____

ADDITIONAL FEES _____

\$ _____

INSPECTION FEES

Elec _____

Plumb _____

\$ _____

TOTAL PERMIT FEE

\$ _____

3rd PARTY FEES

\$ _____

Building Inspector

Date

BUILDING PERMIT APPLICATION (Page 2)

Village of Stickney Building Department

6533 W. Pershing Road

Stickney, IL 60402

Phone: 708-749-4400 Fax: 708-749-4451 Email: building@villageofstickney.com



CONTRACTOR LIST

ALL contractors and subcontractors MUST be licensed with the Village of Stickney in order to issue a permit.

Please contact Village Hall to complete the contractor license application.

TRADE(S)	Company CONTRACTOR NAME	CITY, STATE, ZIP	BUSINESS PHONE EMAIL	Village License (Office Use Only)			
				Bond	Ins	Other License	Village License
GENERAL	TBD						
ELECTRICAL	TBD						
HVAC	TBD						
PLUMBING	TBD						
DRAINLAYER							
ROOFER	TBD						
FENCE							
DUMPSTER	TBD						
MASONRY	TBD						
DEMOLITION	TBD						
OTHER							
OTHER							

Consumer Rights Notice

Contractors performing work under the auspices of a permit issued to a general contractor or owner are also responsible for compliance with Village of Stickney Codes and Ordinances attendant upon the work performed. A written contract is required for all home improvement projects (including electrical upgrades, sewer repair, etc.) Involving a contract price or cost of \$1,000 or more. A copy of the signed contract (by both contractor and prop. owner) shall be submitted with the permit application. Contractors are required to provide owners with a copy of their state consumer rights and verification of same shall be provided in the contract, pursuant to state statute.

Exhibit D

BUILDING PERMIT APPLICATION

Village of Stickney Building Department
6533 W. Pershing Road
Stickney, IL 60402

Phone: 708-749-4400 Fax: 708-749-4451 Email: building@villageofstickney.com

PERMIT # _____

PIN # _____

FOR OFFICE USE ONLY



PLEASE PRINT LEGIBLY AND SUBMIT COMPLETED APPLICATION WITH ALL NECESSARY DOCUMENTS

JOB SITE ADDRESS 4433 S Harlem Ave Stickney IL 60402

PROPERTY OWNER Guadalupe D. Preciado Mui Phone [REDACTED] Email [REDACTED]

PROPERTY OWNER ADDRESS (if different) 5001 S Komensky ave

DESCRIPTION OF WORK Proposed Apartment at existing 2nd Floor building (Existing Car Wash)

TOTAL VALUE OF CONSTRUCTION WORK \$ 75,000 (including labor, materials, overhead, and profit) 701@yahoo.com

NOTE: A RECENT PLAT OF SURVEY IS REQUIRED FOR ALL PERMIT APPLICATIONS REGARDING EXTERIOR WORK.

_____ Check here if work is being performed by OWNER. If work is being performed by a CONTRACTOR(S) please fill out page 2 of this application.

Is the permit required for a list of compliance violations? _____ Yes X No

Do you live at the above property address? _____ Yes X No

1) ALL CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH THE VILLAGE OF STICKNEY BEFORE A PERMIT MAY BE ISSUED.

2) LEGAL CONTRACTS WITH FULL SCOPES OF WORK ARE REQUIRED FROM ALL CONTRACTORS AT TIME OF SUBMITTAL. **THE VILLAGE WILL NOT ACCEPT LETTERS OF INTENT.**

I affirm I am the owner of the above listed subject property, or am acting as an authorized agent of the owner. As an owner, I consent to all required inspections of the work performed and that all work shall be conducted and completed in accordance with Village of Stickney codes, ordinances, manufacturer's specifications and industry standards. As an agent of the property owner, I hereby attest that I am duly authorized by the owner to bind the owner to the above stated inspection consent, codes, and standards, and will indemnify the innacuracy of information provided on this permit application, a violation of the applicable codes or standards, or a failure to obtain a required inspection may result in the suspension or revocation of the permit and render all work, systems, or equipment regulated under this permit as unlawful and subject to appropriate fees and fines.

SIGNED Guadalupe D. Preciado Mui _____ DATE 04/30/24

PRINTED NAME

SIGNATURE

FOR OFFICE USE ONLY

FEE BREAKDOWN

PERMIT FEE

\$ _____

ADDITIONAL FEES _____

\$ _____

INSPECTION FEES

Elec _____

Plumb _____

\$ _____

TOTAL PERMIT FEE

\$ _____

3rd PARTY FEES

\$ _____

Building Inspector

Date

BUILDING PERMIT APPLICATION (Page 2)

Village of Stickney Building Department

6533 W. Pershing Road

Stickney, IL 60402

Phone: 708-749-4400 Fax: 708-749-4451 Email: building@villageofstickney.com



CONTRACTOR LIST

ALL contractors and subcontractors MUST be licensed with the Village of Stickney in order to issue a permit.

Please contact Village Hall to complete the contractor license application.

TRADE(S)	Company CONTRACTOR NAME	CITY, STATE, ZIP	BUSINESS PHONE EMAIL	Village License (Office Use Only)			
				Bond	Ins	Other License	Village License
GENERAL	TBD						
ELECTRICAL	TBD						
HVAC	TBD						
PLUMBING	TBD						
DRAINLAYER							
ROOFER	TBD						
FENCE							
DUMPSTER	TBD						
MASONRY	TBD						
DEMOLITION	TBD						
OTHER							
OTHER							

Consumer Rights Notice

Contractors performing work under the auspices of a permit issued to a general contractor or owner are also responsible for compliance with Village of Stickney Codes and Ordinances attendant upon the work performed. A written contract is required for all home improvement projects (including electrical upgrades, sewer repair, etc.) Involving a contract price or cost of \$1,000 or more. A copy of the signed contract (by both contractor and prop. owner) shall be submitted with the permit application. Contractors are required to provide owners with a copy of their state consumer rights and verification of same shall be provided in the contract, pursuant to state statute.