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Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway/Springfield, Illinois/62764
Telephone 217/782-5597

Copy

October 15, 1986

OFFICIAL BUSINESS
CITY OF CHICAGO HEIGHTS

*Kevin T. Wilson
for John M. Costabile - City Clerk*

Cook County Recorder
Courthouse
Chicago, Illinois 60602

86484657

FILED WITH THIS DOCUMENT

Dear Sir:

In accordance with the provisions of "An Act to revise the law in relation to recorders," approved March 9, 1874, as amended, the Department of Transportation hereby files its report on the flood hazard potential of the following-described plat:

HOLBROOK CIRCLE, being a part of Section 8, Township 35 North, Range 14 East of the 3rd Principal Meridian in Cook County, Illinois, with Certificate of Illinois Licensed Land Surveyor No. 1876, dated June 24, 1986.

COOK COUNTY RECORDER

Based upon data available to the Department, it has been determined that portions of Lots 4, 6 and Outlot "B" are subject to flood risk.

This report is based upon available topographic and hydrologic data and information presented on the plat. The State of Illinois assumes no responsibility by reason of opinions set forth in this filing.

86484657

H. R. HANLEY, Secretary

Donald R. Vonnahme
By
Donald R. Vonnahme, Director
Division of Water Resources

HRH:DRV:PM:lmb
CC: James Mulford
Permit File

DEPT-07 MISC.
#3333 TRAN 4463 10/17/86 16:17:00
#7743 #A *06-484657
COOK COUNTY RECORDER

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PROPERTY DOCUMENT WITH THIS

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AGREEMENT

THIS AGREEMENT by and between the City of Chicago Heights (hereinafter referred to as "the City"), and R. T. Milord Company (hereinafter referred to as RTM), its successors, assigns, and devisees:

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and RTM as follows:

That any parcel of land contained within the following description:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF RIEGEL ROAD AS HERETOFORE LAID OUT AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PUBLIC WAY FORMERLY KNOWN AS RIEGEL ROAD, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE SOUTH 170 FEET THEREOF; ALSO THE SOUTH 240 FEET OF THE NORTH 273 FEET OF THAT PART OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, LYING EAST OF THE EASTERLY LINE OF THE PUBLIC WAY FORMERLY KNOWN AS RIEGEL ROAD; AND ALSO ALL OF VACATED FRANCES LANE AND VACATED OLD RIEGEL ROAD (VACATED PER PLAT RECORDED JANUARY 2, 1975 AS DOCUMENT NO. 22952489), EXCEPTING THEREFROM THAT PART OF OLD RIEGEL ROAD LYING SOUTH OF A LINE 170 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND EXCEPTING THEREFROM THE EASTERLY 1/2 OF OLD RIEGEL ROAD LYING SOUTH OF A LINE 333 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND NORTH OF A LINE 170 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALL IN COOK COUNTY, ILLINOIS,

and also described according to the Plat of Subdivision to be recorded known as Holbrook Circle Subdivision as approved by the City Council of Chicago Heights, shall be further subdivided upon approval by the City Council of Chicago Heights of plans for any residence to be placed thereon. This approval of further subdivision shall be for three additional lots for each approved residence plan. The City shall not withhold such approval unreasonably.

The City acknowledges that it has received an overall plan for such future subdivision, and agrees that any future subdivision of said land shall not require the review or approval of any governmental body other than the City Council of Chicago Heights.

This Agreement shall be binding upon the City Council as it is presently composed, and as it may be composed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

WITNESSES:

John J. ...
July 25, 1986

FOR THE CITY COUNCIL OF CHICAGO HEIGHTS:

By: *[Signature]*
Date: July 25, 1986

FOR R. T. MILORD COMPANY:

By: *[Signature]*
Date: July 25, 1986

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COOK COUNTY CLERK'S OFFICE
130 N. LAUREL STREET
CHICAGO, ILL. 60602
TEL: (312) 437-2000

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3/15/2011

COOK COUNTY CLERK'S OFFICE
130 N. LAUREL STREET
CHICAGO, ILL. 60602
TEL: (312) 437-2000

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OFFICIAL BUSINESS

CITY OF CHICAGO HEIGHTS, ILLINOIS

"NO CHARGE"

By: John M. Costabile

86484657

mail to John M. Costabile
1601 Chicago Road
Chicago Heights, IL 60411

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, John M. Costabile, duly appointed and acting City Clerk of the City of Chicago Heights, Illinois and as such the keeper of the records of the City Council of the City of Chicago Heights, Illinois do hereby certify that the attached copy of Ordinance No. 86-7 adopted by the City Council on July 21, 1986.

is a true and correct copy of the original now on file in the City Hall, Chicago Heights, Illinois.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Chicago Heights, Illinois this 30th day of September, 1986.

John M. Costabile
CITY CLERK

(SEAL)

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ORDINANCE NO. 86-7

An Ordinance subdividing the following parcel of land:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF RIEGEL ROAD AS HERETOFORE LAID OUT AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE PUBLIC WAY FORMERLY KNOWN AS RIEGEL ROAD, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE SOUTH 170 FEET THEREOF; ALSO THE SOUTH 240 FEET OF THE NORTH 273 FEET OF THAT PART OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, LYING EAST OF THE EASTERLY LINE OF THE PUBLIC WAY FORMERLY KNOWN AS RIEGEL ROAD; AND ALSO ALL OF VACATED FRANCES LANE AND VACATED OLD RIEGEL ROAD (VACATED PER PLAT RECORDED JANUARY 2, 1975 AS DOCUMENT NO. 22952489), EXCEPTING THEREFROM THAT PART OF OLD RIEGEL ROAD LYING SOUTH OF A LINE 170 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND EXCEPTING THEREFROM THE EASTERLY 1/2 OF OLD RIEGEL ROAD LYING SOUTH OF A LINE 333 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 AND NORTH OF A LINE 170 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, ALL IN COOK COUNTY, ILLINOIS.

- WHEREAS, Petition for and preliminary plat of subdivision to be entitled "Holbrook Circle" has been received by the Council of the City of Chicago Heights and has by said Council been referred to the Plan Commission for its recommendation; and
- WHEREAS, the Plan Commission, in accordance with the governing subdivision ordinance held a public hearing on said matter on October 30, 1985; and
- WHEREAS, the Plan Commission held a meeting on said matter on November 13, 1985, and by letter has recommended that said parcel of land be subdivided; and

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WHEREAS, the Council has considered the matter and finds the following facts to be true:

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- (1) That the above-described territory is in the County of Cook and State of Illinois.
- (2) That the above-described territory is not included within the Corporate Limits of any other City, Village, or Incorporated Town.
- (3) That the above-described territory is within the Corporate Limits of the City of Chicago Heights.
- (4) That at a special meeting on June 30, 1986, the Chicago Heights Plan Commission recommended approval by the City Council of the submitted plat of subdivision.
- (5) That all pertinent engineering approvals have been obtained.
- (6) That a subdivision improvement bond acceptable to the City Has been submitted.
- (7) That the plat of subdivision contains the following restrictions:
 - (a) All new construction to have a minimum of 1600 square feet of living area;
 - (b) All new construction shall provide a two car garage;
 - (c) Street lighting to be as approved by the City engineer;
 - (d) Foundation walls to be poured concrete.

NOW, THEREFORE, Be it Ordained by the Council of the City of Chicago Heights, Illinois:

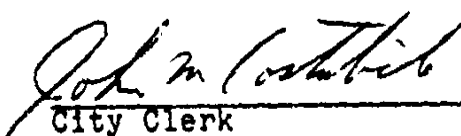
- (1) That the City Council shall approve and hereby does approve the plat of subdivision known as Holbrook Circle as submitted.
- (2) That the above described property within the Corporate Limits of the City of Chicago Heights be subdivided according to that same plat of subdivision, hereby attached and made a part of this Ordinance.
- (3) That the Mayor and City Clerk shall be and are hereby authorized and directed to affix their signatures to the plat of subdivision known as Holbrook Circle as submitted.
- (4) That the City Clerk is hereby instructed and directed to record a Certified Copy of this Ordinance together with the above described plat of subdivision with the Recorder of Deeds in Cook County, Illinois.
- (5) That all the terms and conditions outlined above in the preamble to this ordinance shall become and are made a part of this ordinance of subdivision.

Passed by the City Council of the City of Chicago Heights, Cook County, Illinois this 21 day of July, 1986.



Mayor

PASSED: July 21, 1986
RECORDED: July 21, 1986



City Clerk

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NOT RECORDED
RECORDED IN 1907
INDEXED IN 1907
INDEXED IN 1907

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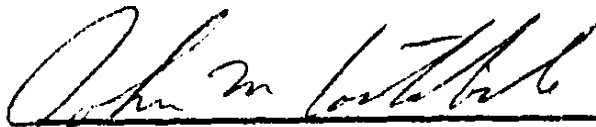
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, John M. Costabile, duly appointed and acting City Clerk of the City of Chicago Heights, Illinois and as such the keeper of the records of the City Council of the City of Chicago Heights, Illinois do hereby certify that the attached copy of Resolution No. 86-51 adopted by the City Council on September 15, 19

is a true and correct copy of the original now on file in the City Hall, Chicago Heights, Illinois.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Chicago Heights, Illinois this 22nd day of September, 1986.

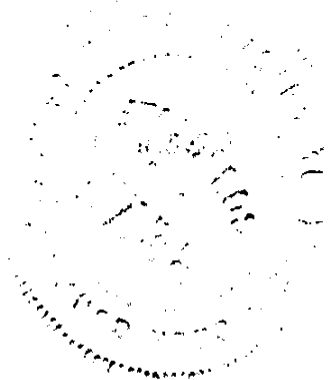

CITY CLERK

(SEAL)

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RESOLUTION NO. 86-51

Authorizing the Mayor and City Clerk
to execute a revised Plat of Subdivision
regarding Holbrook Circle Subdivision.

BE IT RESOLVED, by the City Council of the City of Chicago Heights,
Illinois, that:

The Mayor and City Clerk are hereby authorized to execute a
Revised Plat of Subdivision regarding Holbrook Circle Subdivision. A copy
of the for sale and purchase Agreement is attached hereto and made a part
hereof.

SIGNED and APPROVED:


September 15, 1986



Mayor

PASSED: September 15, 1986

RECORDED: September 15, 1986


City Clerk

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RESOLUTION NO. 86-21


Authorizing the Mayor and City Clerk
to execute a revised Plat of Subdivision
regarding Holbrook Circle Subdivision.

BE IT RESOLVED, by the City Council of the City of Chicago Heights,

Illinois, that:

The Mayor and City Clerk are hereby authorized to execute a
Revised Plat of Subdivision regarding Holbrook Circle Subdivision. A copy
of the for sale and purchase Agreement is attached hereto and made a part
hereof.

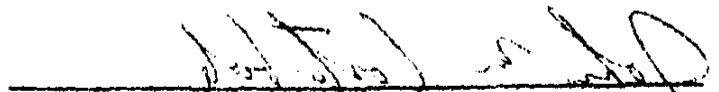
SIGNED and APPROVED:
September 15, 1986



Mayor

PASSED: September 15, 1986

RECORDED: September 15, 1986



City Clerk

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R.T. MILBROOK COMPANY, a Delaware Corporation, 7801 South Industrial Drive, Bridgeview, Illinois, 60435 (hereinafter known as "Seller"), and

Joseph and Rosemary Spolara, 246 *Vollmer Rd, Chi Hk, IL* (hereinafter known as "Buyer") hereby agree that Seller shall sell and Buyer shall buy the following real property upon the terms and conditions hereinafter set forth, to wit:

I. Legal description of real property located in Cook County, Illinois, to wit:

Lot No. 5 according to the plat of subdivision known as Holbrook Circle Subdivision to be recorded or as now recorded in Plat Book _____, Pages _____ of the Public Records of Cook County, Illinois.

II. Purchase Price and Terms of Payment

a) The purchase price shall be \$26,000.00.

b) The purchase shall be payable as follows:

- 1) 15% down payment upon execution of this Agreement; \$ 3,900.00 *by Sept. 22, 1986*
- 2) Balance of 85% at closing. \$22,100.00

*KTM
JMS
LMA*

c) Buyer acknowledges that all or any portion of the monies paid pursuant to this Agreement may be used by Seller for construction of improvements within Holbrook Circle.

III. Evidence of Title

Within ten (10) days prior to closing, Seller shall cause to be delivered to Buyer a title guarantee commitment showing title to be insurable with fee owner's title policy premium, ~~payable by Buyer at closing~~. *Cost of title insurance shall be borne in equal amounts by Buyer and Seller.*

IV. Closing

This transaction shall be closed and the deed and other closing papers shall be delivered on or before *November 3* 1986, unless extended by mutual written agreement of the parties. Closing shall take place at the office of the Seller, or at such other place in Cook County designated by Seller.

*KTM
JMS
LMA*

V. Expenses

Surtax and documentary stamps which are required to be affixed to the instrument of conveyance, the cost of recording the deed and any corrective instruments, intangible tax and the cost of recording any mortgage instruments, the documentary

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stamps to be fixed to the note or notes secured by any mortgage
cost of title insurance and any utility deposits shall be paid
by Buyer.

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VI. The Property

Seller warrants that the real property has dimensions of 105'x 110', and that the only easement through the property is located at the westernmost five feet (5'-0") of said property. Buyer acknowledges the existence of this easement and agrees that Buyer shall not interfere with the construction of sewer or water services on or through this easement.

VII. Acceptance of Deed

The acceptance of a deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to perform pursuant to the provisions of this Agreement, except those which are herein specifically deemed to survive the closing or which survive closing by operation of law.

VIII. Proration of Taxes

All taxes applicable to the property shall be pro rated as of the date of closing. If, at the time of closing, the current year's assessment is available, taxes will be pro rated based upon such assessment and the prior year's millage. If the current year's assessment is not available, Seller shall estimate the amount of taxes, which estimate shall be subject to adjustment upon receipt of the tax bill for the current year.

IX. Conveyance

Seller shall convey title to the Property to Buyer by statutory warranty deed, subject to: (a) taxes for the year of closing and subsequent years; (b) applicable zoning ordinances and all other restrictions and regulations imposed by governmental authorities; (c) matters set forth on the title insurance binder, none of which will affect Buyer's use of the Property as a single family residence; (d) restrictions and easements of record; (e) requirement that new residence have a minimum of 1600 s.f. of living area, a two car garage, and foundation of poured concrete.

X. Real Estate Broker

Buyer represents and warrants to Seller that Buyer has not dealt with any real estate broker or salesman in connection with this transaction at any time. Without limiting the effect of the foregoing, Buyer agrees to indemnify and save Seller harmless from any claim or demand made by any real estate broker or salesman claiming to have dealt or consulted with Buyer. The

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representations and warranties contained in this Paragraph shall survive the closing of this Agreement.

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XI. Buyer acknowledges that the Property that is the subject of this Agreement has not been subdivided as of the date of this Agreement. Buyer further acknowledges that subdivision of the Property cannot occur until the plans for the residence that Buyer intends to construct on the Property have been reviewed by certain authorities of the City of Chicago Heights. Buyer hereby agrees to cooperate with Seller in obtaining timely subdivision of the Property by submitting the required plans to the proper City authorities by _____. Buyer further agrees that, in the event Buyer's plans are not adequate to allow Seller to timely subdivide the Property, that Seller's failure to do so shall not be considered default on the part of Seller.

XII. Default

a) Should Buyer fail to close this transaction as herein provided or fail to perform any of Purchaser's obligations hereunder, Seller may, at its option, cancel this Agreement by notice to Buyer. In such event, Buyer's down payment and all other sums paid to Seller shall be retained by Seller as liquidated and agreed damages for Buyer's default and all rights and privileges hereunder shall terminate. Seller has removed the Property from the market and has incurred indirect expenses relative to this Agreement and Buyer recognizes that no other method could determine the precise damage resulting from Buyer's default. If this Agreement is so cancelled, Seller may sell the Property to any third party as though this Agreement had never been made without any obligation to account to Buyer for any part of the proceeds of such sale. Buyer agrees not to file any action against Seller seeking the return of the deposit or any reduction in the amount of liquidated and agreed damages if this Agreement is terminated for Buyer's default. Should Seller elect not to cancel this Agreement because of the failure of Buyer to close on the scheduled closing date, then and in that event: (1) Buyer shall pay interest at the rate of 18% per annum on the full purchase price less any deposits, from the original closing date until the transaction is closed; and (2) all provisions shall be as of the originally scheduled closing date. Buyer agrees to reimburse Seller for any additional costs incurred because of the delay. If the Seller does give an extension to close beyond the original closing date, said extension shall not preclude or prevent Seller from cancelling the Agreement at any time because of the failure to close on the extended date of closing, and the provisions of this Paragraph shall apply with equal effect to the extended closing date.

b) Subject to Paragraph XI above, should Seller fail to deliver proper deed, or insurable title, or to close on the title to the Property (without default by Buyer) as herein provided, Seller may repay to Buyer all sums paid hereunder upon

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11/11/11

the purchase price of the Property, and upon closing hereof, this Agreement shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder. Buyer's loss and cost shall be limited to the return of all monies paid to Seller, as specified herein.

XIII. Warranties

Any warranties received by Seller from manufacturers, suppliers, and/or contractors shall inure to the benefit of Buyer, unless the warranty is expressly limited to Seller.

Seller warrants to Buyer that any improvement conveyed by Seller to Buyer, specifically excluding any personal property installed thereon, which proves to be defective in materials or workmanship within one (1) year from the date of closing shall be repaired or replaced (at Seller's option) free of charge:

BUYER EXPRESSLY ACKNOWLEDGES THAT THE PROPERTY AND ALL IMPROVEMENTS THEREON ARE BEING CONVEYED WITHOUT ANY EXPRESS WARRANTIES OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, AND THAT ANY IMPLIED WARRANTIES OF ANY NATURE ARE LIMITED IN DURATION TO THE DURATION OF THE AFORESAID EXPRESS WARRANTY.

XIV. Time is of the essence of this Agreement.

XV. This Agreement shall not be recorded in the records of any public entity.

XVI. Possession

Seller agrees to deliver possession of subject Property at the time of closing unless agreed otherwise in writing.

XVII. Assignability

Buyer shall not assign this Agreement.

XVIII. Typewritten or handwritten provisions inserted in this Agreement shall, if initialed by both parties, control printed provisions in conflict therewith.

XIX. All understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embodied in this Agreement. This Agreement may not be changed or terminated orally.

XX. Special Conditions

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11/11/2011

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

WITNESSES:

(as to Seller)

(as to Buyer)

R.T. MILORD COMPANY

By: *Quinn T. Milord*

Date: 9-15-86
(Seller)

Rebecca Spina
Joseph M. Spina

Date: 9-15-86
(Buyer)

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64 copies

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE

PROPERTY TAX
STATEMENT

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3/20/08