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Glenview



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Cook County Recorder

25.00

COVENANT RUNNING WITH THE LAND FOR 830 PLEASANT LINE GLENVIEW, ILLINGIS 60025

PIN # 04-26-401-053-0000

WHEREAS, Steven Outly and Elsa Outly (Husband and Wife), herein sometimes called "the title owners" are the owners of the following described real estate situated in the Village of Glenview and commonly known as 830 Pleasant Lane Glenview, Illinois:

Lot 7 in Spicer's Subdivision, Being a Subdivision of the North Half of the Southwest Quarter of the Northeast Quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, (Except the Southwest Quarter of Said Northwest Quarter of the Southwest Quarter of Said Northeast Quarter and Except the North Half of the Northeast Cuarter of the Southwest Quarter of Said Northeast Quarter) in Cook County, Illinois.

WHEREAS, Steven Outly and Elsa Outly (Husband and Wife), are the owners of the improvements on said described premises; and

WHEREAS, there is no water main across the frontage of 830 Pleasant Lane, to which said owners could connect; and

WHEREAS, the Village of Glenview is the owner of and maintains a water main in the southern Pleasant Lane right of way immediately West of said described premises to which the owners wish to connect; and

WHEREAS, the Village of Glenview is willing to permit said



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owners to connect to its water main existing and maintained in the southern Pleasant Lane right of way west of said described premises on the condition that if, as and when a water main is installed across the frontage of said described premises that the title owners shall pay to the Village their proportionate share of the cost of installing said water main within the Pleasant Lane right of way with the other property or properties adjacent to such installation.

NOW, THEREFORE, the undersigned do hereby covenant and agree with the Village of Glenview as follows:

- 1. The consideration for executing this "Covenant Running with the Land" is the agreement and permission on the part of the Village of Glenview to permit the undersigned title owners to connect at their sole cost and expense a water service line from the residence at 830 Pleasant Lane on the property herein above described to the Glenview water main now located in the southern Pleasant Lane right of way and west of such residence.
- 2. Steven Outly and Elsa Outly (Husband and Wife), do hereby covenant and agree on their own behalf and on behalf of their respective successors, grantees and assigns, that if, as and when the Village of Glenview or others shall cause a water main to be installed in Pleasant Lane across the frontage of the above described property commonly known as, 830)leasant Lane that they will promptly pay to the Village or others, when determined, the proportionate share of the cost of such installation which is assigned by the Village for the above described property.
- 3. The Village in consideration of such undertaking hereby agrees that it will permit said title owners to connect to the existing water main owned by it row located in the southern Pleasant Lane right of way and west of the above described property, which connection and ary and all expenses which are necessary to make such connection, shall be paid by the title owners.
- 4. The title owners further agree that the proposed connection to the Village's water main in the southern Pleasant Lane right of way and west of the above described property shall be made in all respects in accordance with the ordinances and rules, specifications and requirements of the Village and that appropriate plans will be submitted to and approved by the Village prior to the institution of any work necessary to make such connection.
- 5. It is mutually understood that there shall not be any obligation on the part of the Village of Glenview to build and install a water system in Pleasant Lane and

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that it shall have the sole right to determine as to when it should be built and installed, or if it should be installed.

6. It is mutually understood that should a water main be installed and extended across the frontage of the above described property in Pleasant Lane that said title owners will dis-connect and re-connect, in accordance with the ordinances and rules, specifications and requirements of the Village, in front of 830 Pleasant Lane to a location within the frontage of the above described property to the Pleasant Lane water main, which work and any and all expenses which are necessary to make such re-connection, shall be paid by the title owners and performed within ninety (90) days of receiving writing necification from the Village to perform such reconnection.

This covenant shall run with the land and shall be binding upon the present and future owners and title holders of the property herein descriced and their heirs, assignees and grantees.

I, the undersigned, a Notary Public, in and for Cook County, Illinois, DO HEREBY CERTIFY that Elsa Hernandez-Outey Steven L. Outly known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and executed the foregoing instrument for the uses and purposes therein set forth.

Mol Hankini Notary Public "OFFICIAL SEAL"
CAROL BJANKINI
Notary Public, State of Illinois
My Commission Expires 01/26/01



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