



Doc#: 0624132018 Fee: \$32.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/29/2006 10:15 AM Pg: 1 of 5

THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

Return to:  
Mathias W. Delort  
Robbins Schwartz Nicholas Lifton  
& Taylor, Ltd.  
20 N. Clark St., Suite 900  
Chicago, IL 60602



*This Space For Recorder's Use Only*

RESTRICTIVE COVENANT FOR  
CONSTRUCTION OF AN IMPROVEMENT  
IN THE PUBLIC RIGHT-OF-WAY

This Restrictive Covenant is made and entered into by the legal title owner (the "Owner") of the property (the "Property") legally described on the attached Application to Construct an Improvement in the Public Right of Way.

The Owner has requested permission to construct the following improvement (the "Improvement") in the existing right-of-way abutting the Property:

- 1. A lawn sprinkler system.
- 2. Decorative landscaping, including flowers, trees and shrubs.
- 3. A decorative driveway apron.
- 4. A decorative mailbox.
- 5. A fence.
- 6. Service walk or carriage walk.
- 7. Retaining walls.
- 8. Other (please specify): \_\_\_\_\_

Authorization to place and maintain any improvement in the public right of-way is conditionally granted by the Village of Hinsdale, Illinois (the "Village"), subject to acknowledgement, agreement, and strict compliance with the following terms, conditions, and understandings:

1. The Owner is the legal owner of the Property and has sought permission and received approval from the appropriate Village official to construct the Improvement, pursuant to the Village Code of Hinsdale.

2. The Improvement shall be constructed, installed and maintained in accordance with the plan entitled MR. + MRS. CAPALETTY, dated 11-26-05, prepared by MASTERS ARCHITECTURE CO.

# UNOFFICIAL COPY

3. The Owner acknowledges and agrees that any Improvement built in the public right-of-way is at risk of being removed or destroyed, and that no assurances of its protection can be given by the Village.

4. The Owner understands, acknowledges, and agrees that the Village assumes absolutely no responsibility for, or liability arising out of, the installation, care, operation, future maintenance, or repair of the Improvement.

5. The Owner understands and agrees that installation and existence of the Improvement within the public right-of-way shall not, in any way, interfere with the right of the Village, its contractors, or other utilities to excavate therein for repair, maintenance, or installation of any public service or utility, sidewalk, street, cable television, or for any other necessary public purpose. The installation and existence of the Improvement within the public right-of-way shall conform and be subject to the requirements of all applicable codes and ordinances of the Village.

6. The Owner understands and agrees that the Village and any utility will not, under any circumstance, maintain, repair, or replace any portion of said Improvement which might be subsequently damaged or removed by any work, accident, maintenance activity, or construction operation undertaken by the Village, its contractors, or other utilities, except to the extent such utility may be otherwise obligated by law or agreement to do so.

7. The Owner agrees to, and does hereby, release, hold harmless, and indemnify the Village, and all of its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, judgments, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that may arise or be alleged to have arisen, out of or in connection with the presence of the Improvement in the public right-of-way, whether or not due or claimed to be due in whole or in part to the active or passive presence or operation of the Improvement. The Owner shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Claims mentioned in this Paragraph.

8. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns, and grantees, and all parties claiming by, through, and under them. Enforcement of this Agreement may be sought by the Village by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation, to compel affirmative action, or to recover damages, and against the Property to enforce any lien created by this Agreement.

9. This Agreement will become a permanent record in the file maintained by the Village on the Property, and shall be recorded, at the expense of the Owner, against the Property in the offices of the county Recorder of Deeds in the county in which the Property is located.

# UNOFFICIAL COPY

10. Any notice to the Owner under this Restrictive Covenant shall be given to the last name and address shown on the most recent tax bill issued by the county in which the Property is located. Any notice to the Village under this Restrictive Covenant shall be given to: Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois 60521-3489 or to such other address at which the principal administrative offices of the Village are located from time to time.

I have read the foregoing special conditions and understandings of this Restrictive Covenant to construct an Improvement in the public right-of-way, fully understand same, and agree to abide by these terms.

Accepted and Approved By:

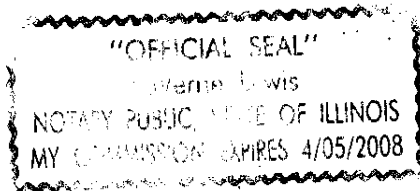
Christie Capalety  
Name (Printed Name of Legal Property Owners)  
Christie Capalety 11/15/05  
Signature Date

VILLAGE OF HINSDALE  
[Signature] 7/31/06  
Village Manager Date

Subscribed and sworn to before me this 15 day of NOVEMBER, 2005

[Signature]  
Notary Public

[SEAL]



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## APPLICATION TO CONSTRUCT AN IMPROVEMENT IN THE PUBLIC RIGHT-OF-WAY

Please print or type.

Christie Capalety  
Name (Legal Property Owners) Please include deed or other proof of ownership.

Christie Capalety 11/15/05  
Signature Date

655 Harding Rd  
Address of Owner

Address of Property (if different)

630-670-8300 630-455-3017  
Home Telephone Number Business Telephone Number

#18 07 301 008 0000  
Permanent Index Number

Legal Description:
SEE ATTACHED

Masters Irrigation Co  
Name of Installing Company

9866 Derby Lane Westchester  
Address of Installing Company

708-343-8900 Dan J... 11-18-05  
Telephone Number Signature Date

Type of Improvement to be Constructed: (Please check one)

- 1. A lawn sprinkler system.
- 2. Decorative landscaping, including flowers, trees and shrubs.
- 3. A decorative driveway apron.
- 4. A decorative mailbox.
- 5. A fence.
- 6. Service walk or carriage walk.
- 7. Retaining walls.
- 8. Other (please specify).

Please provide plans describing the Improvement.  
CHI1 #88661 v2

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568-180  
**TICOR TITLE**

## WARRANTY DEED STATUTORY ILLINOIS

**THE GRANTORS, BRENT KAUFMAN and FRANCES KAUFMAN**, his wife of Hinsdale, Illinois, for and in consideration of Ten Dollars and other valuable consideration in hand paid, **CONVEY and WARRANT to CHRISTIE CAPALETY** the following described Real Estate in the County of Cook, in the State of Illinois, to Wit;

SEE ATTACHED EXHIBIT "A"

We hereby are releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. **SUBJECT TO: all conditions, covenants, easements and restrictions of record, zoning and building ordinances, public utility easements and General Real Estates Taxes not yet due and payable at the time of closing.**

Permanent Real Estate Tax # 18 07 301 008 0000

Address of Real Estate: 655 Harding Rd, Hinsdale, Illinois.

DATED this 30<sup>th</sup> day of June, 2005

  
BRENT KAUFMAN

  
FRANCES KAUFMAN

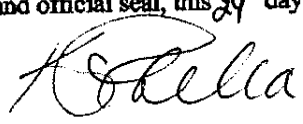
(State of Illinois ) ss,  
(County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois state that BRENT KAUFMAN and FRANCES KAUFMAN, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, they appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Commission expires

Given under my hand and official seal, this 30<sup>th</sup> day of JUNE 2005

NOTARY PUBLIC





This instrument was prepared by Ronald A. Parizek; 206 S. Jefferson, Byrne, Nadborne & Assoc., Chicago, Illinois

MAIL TO:

C. Capalety  
655 Harding Rd  
Hinsdale, IL

SEND SUBSEQUENT TAX BILLS TO:

C. Capalety  
655 Harding Rd  
Hinsdale, IL



Doc#: 0519346075  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 07/12/2005 10:37 AM Pg: 1 of 3

TICOR TITLE