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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



Doc#: 0624132021 Fee: \$34.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/29/2006 10:21 AM Pg: 1 of 6

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 PLAT OF SURVEY, dated 1/3/00, prepared by JAMES E. DAVIDSON JR. (PLAN BY BRUCE ELLIOTT)

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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.

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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:

Tracy & Ray Anderson
Name (Printed Name of Legal Property Owners)

* [Signature] 4/28/06
Signature Date

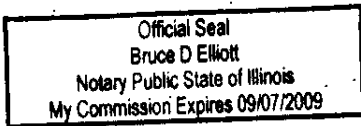
VILLAGE OF HINSDALE

[Signature] 7/31/06
Village Manager Date

Subscribed and sworn to before me this 4th day of April, 2006.

[Signature]
Notary Public

[SEAL]



Property of Cook County Clerk's Office

9209557fax

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

Please print or type.

TRACY & RAY ANDERSON

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

4/20/06

Date

211 JUDITHA ST

Address of Owner

SAULT

Address of Property (if different)

630-920-9335

Home Telephone Number

Business Telephone Number

18-06-315-024 0000 VOL 078

Permanent Index Number

Legal Description:

see attached

AUTOMATIC RAIN, INC.

Name of Installing Company

P.O. Box 126 - Willow Springs 60480

Address of Installing Company

630-468-5055

Telephone Number

Signature

Date

4/24/06

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.

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PLAT OF SURVEY

OF

LOT 3 IN HINSDALE SANITARIUM'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 10 IN SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY, EXCEPT THE NORTH 241.56 FEET OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF JEFFERSON GARDENS, A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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\$ 5,317.98
BY 3/01/06 (on time)

| Property Index Number (PIN) | Volume | Code | Tax Year | (Payable In) | Township |
|-----------------------------|--------|-------|----------|--------------|----------|
| 18-06-315-024-0000 | 078 | 21041 | 2005 | (2006) | LYONS |

IF PAID LATE 3/02/06 - 4/01/06
\$ 5,397.75

IF PAID LATE 4/02/06 - 5/01/06
\$ 5,477.52

LATE PENALTY
IS 1.5% PER MONTH,
BY STATE LAW.

TAX CALCULATOR

2004 TOTAL TAX
2005 ESTIMATE 10,635.96
X 50%
2005 1ST INSTALLMENT
DUE MARCH 1, 2006
= 5,317.98

YOU MAY PAY THIS BILL ONLINE AT COOKCOUNTYTREASURER.COM OR AT ANY CHASE BANK THROUGH 09/01/06.

Property location and classification for this PIN
211 JUSTINA ST HINSDALE IL 60521 Property Classification 2-78

Dear Fellow Taxpayer,

We now offer more ways and more convenience in paying your tax bill - and in checking your tax balance.

Payments may be made online at cookcountytreasurer.com (now year round) at 284 Chase locations across Chicagoland and at 213 participating community banks in Cook County.

To check your tax balance, you may join the taxpayers who have made: 6.6 million visits to our web site cookcountytreasurer.com 1.2 million calls to our 24-hour automated phone system at 312.443.5100

Cook County property owners have embraced technology: 36,000 email inquiries, 212,000 payments online, and 3.6 million payments at area branch banks. Your use of these systems will shape how we develop more services in the years to come.

Sincerely,

Maria Pappas
Maria Pappas
Cook County Treasurer

Cook County Treasurer
cookcountytreasurer.com
312.443.5100

TRACY & RAY ANDERSON
211 JUSTINA ST
HINSDALE IL 60521-2414

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

PAYMENT COUPON

\$ 5,317.98

BY 3/01/06 (on time)
If paying later, refer to amounts above.

See the back side of this bill for detailed payment instructions. Please include only one check and one original payment coupon per envelope. Use of this coupon authorizes Treasurer's Office to reduce check amount to prevent overpayment.

| Property Index Number (PIN) | Volume | T1ST |
|-----------------------------|--------|------|
| 18-06-315-024-0000 | 078 | |

Amount Paid

Include name, PIN, address, location, phone and email on check payable to Cook County Treasurer.

Name/Mailing Address change? Check box and complete form on back to update your name and/or mailing address.

00005317980 180631502400005 00513 00005397756 00005477526 00005557291



20 018063150240000 0 05 0 492826
TRACY & RAY ANDERSON
OR CURRENT OWNER
211 JUSTINA ST
HINSDALE IL 60521-2414

COOK COUNTY TREASURER
PO BOX 4468
CAROL STREAM IL 60197-4468



18063150240000/0/05/E/0000531798/1