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THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489



Doc#: 1001231132 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/12/2010 04:13 PM Pg: 1 of 5

This Space For Recorder's Use Only

RESTRICTIVE COVENANT FOR CONSTRUCTION OF AN IMPROVEMENT ON 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 3/24/09, prepared by American Sprinkler.

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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 successor, 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:

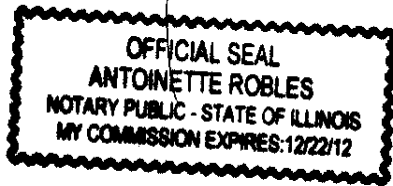
SEAN HAYDEN
Name (Printed Name of Legal Property Owners)
Sean Hayden 3/25/09
Signature Date

VILLAGE OF HINSDALE
[Signature] 12/25/09
Village Manager Date

Subscribed and sworn to before me this 25 day of MARCH 2009

Antoinette Robles
Notary Public

[SEAL]



04/16/2009 05:46 312415717

OR TRADING

PAGE 01/01

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PAY ONLY THIS AMOUNT!
\$ 7,286.95
BY 03/03/09 (on time)

2008 First Installment Property Tax Bill

| Property Index Number (PIN) | Volume | Code | Tax Year | (Payable In) | Township |
|-----------------------------|--------|-------|----------|--------------|----------|
| 18-06-314-024-0000 | 078 | 21041 | 2008 | (2009) | LYONS |

| IF PAID BY | IF PAID BY | IF PAID BY | IF PAID BY |
|---------------------|---------------------|---------------------|---------------------|
| 03/02/09 - 03/07/09 | 03/02/09 - 03/07/09 | 03/02/09 - 03/07/09 | 03/02/09 - 03/07/09 |
| 7,396.25 | 7,505.95 | 7,505.95 | 7,505.95 |

TAX CALCULATOR

PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR AT ANY CHASE BANK.

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

2007 TOTAL TAX 14,573.90
 2008 ESTIMATE X 50%
 2008 1ST INSTALLMENT
 = 7,286.95

Property location and classification for this PIN

218 JUSTINA ST HINSDALE IL 60521 Property Classification: 250

DEAR FELLOW TAXPAYER:

This 2008 First Installment Property Tax Bill is due on or before this day of March, 2009. We now offer more options and convenience for paying your tax bill. Please check your account balance on our website.

Online: COOKCOUNTYTREASURER.COM You can now pay your taxes online.

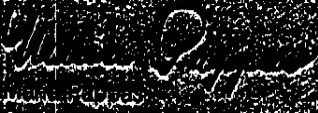
At any of the 220 participating Community Banks. Lists available at COOKCOUNTYTREASURER.COM

For a toll-free helpline and to be a qualified first-time taxpayer who have added 10 million visits to our website.

Over 25 million calls to our 24-hour automated phone system at 312.443.5100 which provides support in English/Spanish.

Early 77,000 e-mail inquiries through our website by selecting "Contact Us."

In addition, you can check the site previous to your arrival for hours and view a PIN's workup history for the previous three days at VISUALPIN.COOKCOUNTYTREASURER.COM

Sincerely,

 Mike Cooper
 Cook County Treasurer

Cook County Treasurer
 cookcountytreasurer.com
 312.443.5100

\$100
 312
 443
 7550

S HAYDEN & J HARRISON
 218 JUSTINA ST
 HINSDALE IL 60521-2415

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



Clerk's Office

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

Please print or type.

SEAN HAYDEN

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

Signature Sean Hayden Date 3/24/09

Address of Owner 218 JUSTINA ST. HINSDALE, IL 60521

Address of Property (if different)

Home Telephone Number 630 654-2739 Business Telephone Number 312 848 1969

X Permanent Index Number 18-06-314-024-0000

| |
|--|
| Legal Description: Lot 16 and the North 12.5 Feet of Lot 17 in Block 7 in the subdivision of that part of the west 1/2 of the southwest 1/4 of section 6, Township 39 North, Range 12 East of the third principal meridian, lying north of Chicago, Burlington and Quincy Railroad Company's right of way (except the North 241.56 Feet of said west 1/2 of said southwest 1/4) in Cook County, Illinois |
|--|

American National Sprinkler

Name of Installing Company

Address of Installing Company 924 Torrel Court Mundelein IL 60066

Telephone Number 847 566-0999 Signature John Muller Date 3/24/09

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.

CHD 488661 v2