

# UNOFFICIAL COPY

THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

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



Doc#: 1001231138 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/12/2010 04:18 PM 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 \_\_\_\_\_, dated 6-2-08, prepared by Richard Uchill.

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

Please print or type.

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

Kendra Ritter of Tiburon Homes LLC 4-1-09  
Signature Date

115 S. Garfield, Hinsdale  
Address of Owner

910 Cleveland Rd  
Address of Property (if different)

630-889-7050 Home Telephone Number Business Telephone Number

18-07-309-046-0000  
Permanent Index Number

Legal Description	See Attached

Automatic Rain Inc.  
Name of Installing Company

P.O. Box 126 Willow Springs, IL 60480  
Address of Installing Company

630-468-5055 Telephone Number  
R. R. Elbert Signature  
4-1-09 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.  
CHI 488661 v2

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## Legal Description – 910 Cleveland

LOT 21 EXCEPT THAT PART OF SAID LOT 21 LYING SOUTHWEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID LOT, THROUGH A POINT IN SAID NORTHWESTERLY LINE WHICH IS 208.98 FEET SOUTHWESTERLY OF THE NORTH CORNER OF SAID LOT 21, IN BLOCK 9 IN "THE WOODLANDS" BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 1312.4 FEET OF THE NORTH 718.2 FEET OF SAID SOUTHWESTERN QUARTER, VILLGE OF HINSDALE, IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

Property of Cook County Clerk's Office

**8,712.96**

**2008 First Installment Property Tax Bill**

**UNOFFICIAL COPY**

J3/09 (on time)

Property Index Number (PIN)	Volume	Code	Tax Year (Payable In)	Township
18-07-309-046-0000	078	21043	2008 (2009)	LYONS

IF PAID LATE 03/04/09 - 04/01/09  
**8,843.65**

IF PAID LATE 04/02/09 - 05/01/09  
**\$ 8,974.34**

IF PAID LATE 05/02/09 - 06/01/09  
**\$ 9,105.03**

TAX CALCULATOR

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

PAY THIS BILL AT [COOKCOUNTYTREASURER.COM](http://COOKCOUNTYTREASURER.COM) OR AT ANY CHASE BANK.

910 CLEVELAND RD

HINSDALE IL 60521

Property Classification 2-06

2007 TOTAL TAX	17,425.92
2008 ESTIMATE	
X	50%
2008 1ST INSTALLMENT	
=	8,712.96

DEAR FELLOW TAXPAYER,

This 2008 First Installment Property Tax Bill is due on or before Tuesday, March 3, 2009. We now offer more options and more convenience in paying your tax bill - and in checking your tax balance.

Payments may be made:

- Online at [cookcountytreasurer.com](http://cookcountytreasurer.com) - you can now pay two tax years online
- At more than 300 Chase Bank locations across Chicagoland
- At 220 participating Community Banks - list available at [cookcountytreasurer.com](http://cookcountytreasurer.com)

For tax balance, refund and property-tax information, join the taxpayers who have made:

- 18 million visits to our Web site - [cookcountytreasurer.com](http://cookcountytreasurer.com)
- Over 2.4 million calls to our 24-hour automated phone system at **312.443.5100**, which provides support in English, Spanish, and Polish
- Nearly 77,000 e-mail inquiries through our Web site by selecting "Contact Us"

In addition, you can check the five previous tax years for available refunds, and view a PIN's exemption history for the previous three tax years by visiting [cookcountytreasurer.com](http://cookcountytreasurer.com).

Sincerely,

*Maria Pappas*

Maria Pappas  
 Cook County Treasurer

Cook County Treasurer  
[cookcountytreasurer.com](http://cookcountytreasurer.com)  
 312.443.5100

TIBURON HOMES LLC  
 115 S GARFIELD  
 HINSDALE IL 60521-4229

NO DUPLICATE PAYMENTS TO BE MADE TO THE COUNTY CLERK'S OFFICE TO AVOID DOUBLE PAY.

Office