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THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

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

PIN:

18-06-300-017-0000



Doc#: 1113157127 Fee: \$46.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/11/2011 11:54 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): Two 2.5' decorative pillars in right of way

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 & Survey, dated 10-15-2010, prepared by Rene Jansen.

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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:

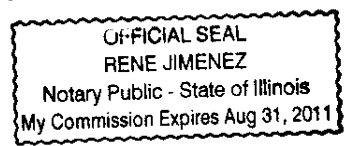
Ruchi Mohan
Name (Printed Name of Legal Property Owners)
Ruchi Mohan 10/15/10
Signature Date

VILLAGE OF HINSDALE
[Signature] 11/27/11
Village Manager Date

Subscribed and sworn to before me this 15 day of October

[Signature]
Notary Public

[SEAL]



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

Please print or type.

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

Ruchi Mohan 10/15/10
Signature Date

437 W County Line Rd
Address of Owner

437 W County Line Rd
Address of Property (if different)

(630) 902-3310 (630) 544-0146
Home Telephone Number Business Telephone Number

18-06-300-017-0000
Permanent Index Number

Legal Description:
Lots 1 and 2 (except the South 60 feet) in the
Block 15 in Jefferson Gardens, a subdivision of part of the West
1/2 of Section 6, Township 38 North, Range 12 East
of the Third Principal Meridian, in Cook County, Illinois

Jimenez & Sons Landscaping Inc
Name of Installing Company

11657 S Parker Rd Home Glen IL Oct 15-2010
Address of Installing Company 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. pavers
- 4. A decorative mailbox.
- 5. A fence.
- 6. Service walk or carriage walk.
- 7. Retaining walls.
- 8. Other (please specify). decorative pillars in pkwy

Please provide plans describing the Improvement.
CHI 1 #88661 v2

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that JPMORGAN CHASE BANK, N.A., duly authorized to transact business in the State of Illinois, GRANTOR, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged does hereby GRANT, CONVEY and SELL to SAMEER GAUR and RUCHI MOHAN, his wife, as tenants by the entirety, address: 3423 Tall Grass Dr., Naperville, Illinois, GRANTEES, all of the following described premises situated in Cook County, Illinois, to-wit:

LOTS 1 AND 2 (EXCEPT THE SOUTH 60 FEET) IN BLOCK 15 IN JEFFERSON GARDENS, A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 437 N. COUNTY LINE ROAD, HINSDALE, IL 60521
Permanent Index No: 18-06-300-017-0000

To Have and To Hold the said premises unto the said GRANTEES, subject only to:

- (a) general real estate taxes for the 2nd installment 2009 and subsequent years;
- (b) building lines and easements of record; and
- (c) rights of the public, the state of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.

And said grantor, hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

And the said GRANTOR, for itself and its successors, does warrant to the said GRANTEES, only that:

1. GRANTOR has not done or suffered to be done anything whereby the said premises hereby granted are, or may be in any manner,

encumbered, and

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- 2. GRANTOR will forever defend the said premises against all persons lawfully claiming through GRANTOR, but not otherwise.

IN WITNESS WHEREOF, the said JPMORGAN CHASE BANK, N.A., has caused these presents to be signed by its Vice President on its behalf, this _____ day of September, 2010.

JPMORGAN CHASE BANK, N.A.

By: *Michael Giterman*

Vice President

THIS INSTRUMENT WAS PREPARED BY:

Hauselman, Rappin & Olswang, Ltd.

39 South LaSalle Street

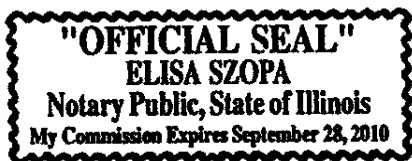
Chicago, Illinois 60603

STATE OF ILLINOIS

COUNTY OF COOK

I, Elisa Szopa, a Notary Public in and for said County, in the State aforementioned, DO HEREBY CERTIFY that Michael Giterman, personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., of said Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22nd day of September, 2010.



Elisa Szopa
Notary Public

Return to:

Mail Tax Bills to: