

# UNOFFICIAL COPY

THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-8489



Doc#: 1430229040 Fee: \$46.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/29/2014 11:31 AM Pg: 1 of 5

*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 SITE PLAN dated MAY 15 2008 prepared by GENESIS SURVEYING AND DESIGN BY AR L LANN SPARKERS

# 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:

X JOYCE HECKS  
Name (Printed Name of Legal Property Owners)

[Signature]  
Signature  
3/20/14  
Date

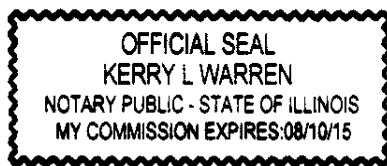
VILLAGE OF HINSDALE

[Signature]  
Village Manager  
9/20/14  
Date

Subscribed and sworn to before me this 20th day of March, 2014

[Signature]  
Notary Public

[SEAL]



# UNOFFICIAL COPY

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

Please print or type.

Joyce Hooks

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

*Joyce Hooks*

3-18-14

Signature

Date

125 HILLCREST HINSDALE, IL

Address of Owner

Address of Property (if different)

630-~~889-7093~~

887-6433

Home Telephone Number

Business Telephone Number

18-07-106-001-0000

Permanent Index Number

Legal Description: LOT 13 IN WOODED ACRES AN ADDITION TO  
 HINSDALE IN SECTION 7 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE  
 THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, IL

JRL LAWN SPRINKLING SYSTEMS

Name of Installing Company

441 E PRAIRIE AVE Lombard, IL

Address of Installing Company

630 889 0901

Signature

Date

7-15-14

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.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

### IMPORTANT MESSAGES

### TAX CALCULATOR

2012 TOTAL TAX		12,252.24
2013 ESTIMATE	X	55%
2013 1st INSTALLMENT DUE MARCH 1, 2014	=	6,738.73

### PROPERTY LOCATION

### MAILING ADDRESS

125 HILLCREST DR  
HINSDALE IL 60521 4735

HAROLD L. HOOKS JR  
125 HILLCREST AVE  
HINSDALE IL 60521-4735

### TOTAL PAYMENT DUE

## \$6,738.73

BY 03/04/14 (on time)  
If paying later, refer to amounts above.

### IMPORTANT MESSAGES

Use of this coupon authorizes the Treasurer's office to reduce the check amount to prevent overpayment. Include only one check and one original coupon per envelope.

SN 0020130100 RTN 500001075 AN (see PIN) TC 008911

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

Property Index Number (PIN) <sup>TPP3</sup>  
18-07-106-001-0000 <sup>Volume</sup>  
Amount Paid 078

\$

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

00201301000180710600100008008911200006738736000068398170000694089900007041971



20 18-07-106-001-0000 0 13 2  
HAROLD L. HOOKS JR  
125 HILLCREST AVE  
OR CURRENT OWNER  
HINSDALE IL 60521-4735

COOK COUNTY TREASURER  
PO BOX 805438  
CHICAGO IL 60680-4116



This mailing name and address is temporary.  
To formally update, use the back of this coupon.

18071060010000/0/13/E/0000673873/1