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THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

Doc#: 1430229044 Fee: \$48.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/29/2014 11:33 AM Pg: 1 of 6

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

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 Grading + Utility, dated 10.11.13, prepared by Morris Engineering, INC.

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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.

Christopher J. PANZICA
ELIZABETH V. PANZICA

Accepted and Approved By:

VILLAGE OF HINSDALE

Name (Printed Name of Legal Property Owners)

Elizabeth V. Panzica 10-25-13
Signature Date

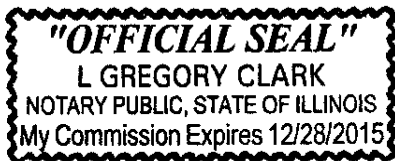
[Signature] 11/13/14
Village Manager Date

Subscribed and sworn to before me this 25th day of October, 2013

L Gregory Clark

Notary Public

[SEAL]



Cook County Clerk's Office

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VILLAGE OF HINSDALE

APPLICATION FOR IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

Name (Legal Property Owners): Christopher J. Panzica and Elizabeth V. Panzica

Please include deed or other proof of ownership

Signature: *Elizabeth V Panzica*

Address of Owner: 735 McKinley LN Hinsdale, IL 60521

Address of Property (if different): N/A

Telephone Number : (630) 323-6454 Cell Number: (630) 561-9474

Permanent Index Number: 18-07-304-019-000 and 18-07-304-004-000

Legal Description:

Lot 4 and the North 1/2 of lot 5 in block 6 in the Woodlands, Hinsdale, Illinois being a subdivision of the Southwest 1/4 of section 7, Township 38 North, Range 12, East of the third principal meridian, in Cook County, Illinois (Except the West 1312.4 Feet of the North 718.2 Feet of said Southwest 1/4) in Cook County, Illinois

Name of Installing Company: PREMIER LANDSCAPE CONTRACTORS

Address: 124/179 JEANS RD, LEMONT, IL 60439

Phone Number: 630.321.9530 Signature: *[Signature]*

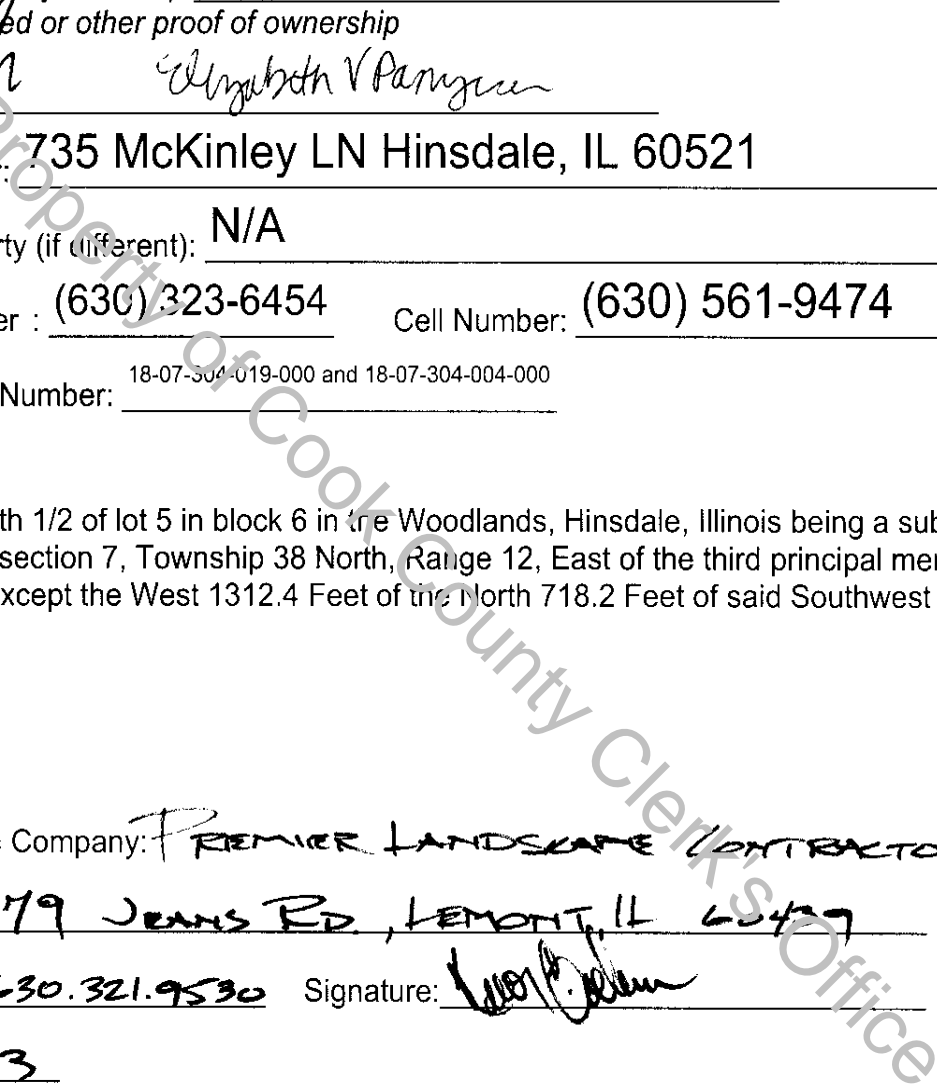
Date: 10.28.13

Type of Improvement to be Constructed:

Decorative Driveway Apron

Other: _____

Please provide plans describing the improvement



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SPECIAL WARRANTY DEED

THE GRANTOR, The Bank of New York Mellon, formerly known as The Bank of New York as Trustee for Certificateholders of the CWMB, Inc., CHL Mortgage Pass-Through Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-01

A corporation created and existing by virtue of the laws of the State of _____, for and in consideration of Ten Dollars (\$10.00), in hand paid, and pursuant to authority given by the Board of Directors of said corporation, does, on this 11 day of June, 2012, REMISE, ALIEN AND CONVEY TO THE GRANTEE,

First Amendment
Order # 20120615

J. Christopher Panzica and Elizabeth Panzica, 4070 Rose Avenue, Western Springs, IL 60558, ^{HUSBAND AND WIFE AS TRUSTEES BY TRUST AGREEMENT}

The following described real estate situated in the County of Cook and State of Illinois, to wit:
LEGAL DESCRIPTION ATTACHED

TO HAVE AND TO HOLD the said premises with all appurtenances thereunto belonging. The GRANTOR does covenant that it has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner incumbered, or charged, except as herein recited; and that said premises, against all persons lawfully claiming, or to claim the same, by, through, or under it, WILL WARRANT AND DEFEND, subject to:

PERMANENT REAL ESTATE NUMBER: 18-07-304-004 + 18-07-304-019-0000

ADDRESS OF REAL ESTATE 735 McKinley Lane, Hinsdale, IL 60521

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, the day and year written above.

The Bank of New York Mellon, formerly known as The Bank of New York as Trustee for Certificateholders of the CWMB, Inc., CHL Mortgage Pass-Through Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-01

Vice-President LIZETH GARCIA, ASST VICE PRESIDENT

Assistant Secretary- HANNICA MCSHAN, ASST VICE PRESIDENT
by Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing LP

STATE OF TEXAS

COUNTY OF COLLIN

I, WILLIAM D OWENS, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that LIZETH GARCIA, AVP personally known to be The Bank of New York Mellon, formerly known as The Bank of New York as Trustee for Certificateholders of the CWMB, Inc., CHL Mortgage Pass-Through Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-01 and HANNICA MCSHAN, AVP personally known by me to be the Assistant Secretary of said corporation, and personally known by me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered the said instrument and caused the corporate seal of the aforesaid corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation.

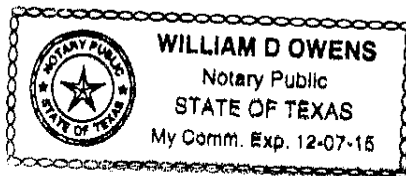
Given under my hand and official seal, this 11 day of JUNE, 2012

Commission expires _____, 20

W.D.O.

NOTARY PUBLIC

This instrument was prepared by STUART M. KESSLER, P.C., 3255 N. Arlington Heights Road, Suite 505, Arlington Heights, IL. 60004



Exhibit

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LEGAL DESCRIPTION

LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 6 IN THE WOODLANDS, HINSDALE, ILLINOIS BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 1312.4 FEET OF THE NORTH 718.2 FEET OF SAID SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS.

735 McKinley Lane
Hinsdale, IL 60521

Property of Cook County Clerk's Office

Mail to:

Send Subsequent Tax Bills To:

PAUL CARVEX

~~PAUL~~ CHRISTOPHER + ELIZABETH PANZICA

35 S. GARFIELD

735 MCKINLEY LANE

HINSDALE, IL 60521

HINSDALE, IL 60521