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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#: 1430229046 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/29/2014 11:34 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 Plat of Survey, dated 10-17-13, prepared by Nanter's Palette.

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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:

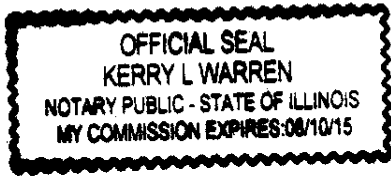
William C Gunn
 Name (Printed Name of Legal Property Owners)
[Signature] 2 September 2013
 Signature Date

VILLAGE OF HINSDALE
[Signature] 9/13/14
 Village Manager Date

Subscribed and sworn to before me this 17th day of October, 2013

Kerry L. Warren
Notary Public

[SEAL]



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

Please print or type.

William C Glynn
Name (Legal Property Owners) *Please include deed or other proof of ownership.*

William C Glynn September 12, 2013
Signature Date

403 N County Line Road Hinsdale
Address of Owner

Address of Property (if different)

630-850-7580 312-346-2700
Home Telephone Number Business Telephone Number

18 06 300 011 0000
Permanent Index Number

Legal Description: Lot 1 in Block 4 in the subdivision of that part of the west half of the southwest quarter of Section 6, Township 38 North, Range 12, East of the Third principal meridian, lying North of Chicago, Burlington & Quincy Railroad Company's right of way, (except the north 241.56 feet of said west half of said southwest quarter in Cook County, Illinois.

Planter's Palette Landscaping
Name of Installing Company

28 W 571 Roosevelt St, Winfield IL 60190
Address of Installing Company

(630) 293-1040 x102 [Signature] 10/11/13
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.
- 4. A decorative mailbox.
- 5. A fence.
- 6. Service walk or carriage walk.
- 7. Retaining walls.
- 8. Other (please specify). brick walk and flagstone patio

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

2009 First Installment Property Tax Bill

\$ 2,965.55

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BY 03/02/10 (on time)

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township
18-06-300-011-0000	078	21041	2009	(2010)	LYONS

IF PAID LATE 03/03/10 - 04/01/10
\$ 3,010.03

IF PAID LATE 04/02/10 - 05/01/10
\$ 3,054.51

IF PAID LATE 05/02/10 - 06/01/10
\$ 3,098.99

TAX CALCULATOR

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

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

2008 TOTAL TAX	5,391.91
2009 ESTIMATE	X
2009 1ST INSTALLMENT	55%
=	2,965.55

403 N COUNTY LINE RD HINSDALE IL 60521

Property Classification 2-03

DEAR FELLOW TAXPAYER,

This 2009 First Installment Property Tax Bill is due by Tuesday, March 2, 2010. Please note that the Illinois Legislature passed a law ordering that the first installment tax bill be calculated at 55% of last year's total property tax obligation. Previous first installment tax bills were calculated at 50%.

Payments can be made:

- Online at cookcountytreasurer.com
- At more than 370 Chase Bank locations across Chicagoland
- At 220 participating Community Banks - list available at cookcountytreasurer.com

Cook County Treasurer

cookcountytreasurer.com
312.443.5100

Do you have a property tax refund?

It's easy to see if there is a refund available. Have your 14-digit property index number (PIN) available, then:

- Visit cookcountytreasurer.com
- Call our 24-hour automated phone system at 312.443.5100 - information available in English, Spanish and Polish

Please take advantage of these quick, easy-to-use refund searches. It may be worth your while!

Sincerely,

Maria Pappas
 Maria Pappas
 Cook County Treasurer

WILLIAM GLYNN
 403 N COUNTY LINE RD
 HINSDALE IL 60521-2404

\$ 2,965.55

BY 03/02/10 (on time)
If paying later, refer to amounts above.

See the reverse side of this bill for detailed payment instructions. Please include only one check and one original payment coupon per envelope. Use of this coupon authorizes Treasurer's Office to reduce check amount to prevent overpayment.

Property Index Number (PIN)	Volume	T1ST
18-06-300-011-0000	078	

Amount Paid

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

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

00002965556 180630001100002 00918 00003010032 00003054518 00003098999



WILLIAM GLYNN
 OR CURRENT OWNER
 403 N COUNTY LINE RD
 HINSDALE IL 60521-2404

COOK COUNTY TREASURER
 PO BOX 4468
 CAROL STREAM IL 60197-4468



18063000110000/0/09/E/0000296555/1