# **UNOFFICIAL COPY**

THIS DOCUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

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



Doc# 1628713056 Fee \$48.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 10/13/2016 02:21 PM Pg: 1 of 6

#### RESTRICTIVE COVENANT FOR CONSTRUCTION OF AN IMPROVEMENT IN THE PUBLIC RIGHT-OF-WAY

This Restrictive Covenant is nisde 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 night-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:

- 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.
- The Improvement shall be constructed, installed and maintained in dated accordance with the plan entitled Drivers 3/16 prepared by Indian



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## **UNOFFICIAL COPY**

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

Please print or type.
Barlam Smith
Name (Legal Property Owners) Please include deed or other proof of ownership.
Facol 3mils 2.9.16
Signature
4443 clausen Am Western Springs Ic 6155
Address of Cwaer
904 Cleveland Ninsdall IC 40521
Address of Propercy (if different)
708-446-0363
Home Telephone Number  Business Telephone Number
18-07-309-022
Permanent Index Number
Legal Description: LotZZ In block Ain Woodlands Husdale Illinois
being a subdivision of the South west Quarter of Section ? Township
38 North Range 12 East of the Third Principal Meridian Except
the West 1312. 4 Feel of the North 718.2 feet of said Southwest:
anarter in look County, Illinois
Indian Ridge Landscaping Inc
at notelling Company
11503 W. 23-d Place Burn Linge II. 60527
AT A Ning Company
630 662 1675 Dawl Hot (Kylent) 2/3/2016
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.
2. Decorative landscaping, including nowers, trees and sin dis.  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. CHII #88661 v2

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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 rublic purpose. The installation and existence of the Improvement within other necessary rublic purpose. The installation and existence of the Improvement within the public right-of-vay 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 which might be subsequently damaged or removed by the Village, its contractors, or other activity, or construction operation undertaken by the Village, its contractors, or other activity, except to the extent such utility may be otherwise obligated by law or agreement utilities, except to the extent such utility may be otherwise obligated by law or agreement to do so.
- The Owner agrees to, and does hereby, release, hold harmless, and indemnify the Village, and all of its elected and appoint a officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, judgments, demands, damages, liabilities, losses, exceptions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that expenses or be alleged to have arisen, out of or in connection with the presence of the 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 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 hinding upon and inure to the benefit of the Owner of the Property, the Owner's successors, arsigns, and inure to the benefit of the Owner of the Property, the Owner's successors. Arsigns, 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 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 CO**

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:

(Printed Name of Legal Property Owners)

Signature

VILLAGE OF HINSDALE

County Clark's Office

Make Manager

Subscribed and

sworn to before me this

Notary Public

[SEAL]

"OFFICIAL SEAL" SUE A. QUIGLEY Notary Public, State of Illinois My Commission Expires 05-01-2017

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UNOFFICIAL COMPANY
Chicago Title and Trust Company
5 Worthweld Com. #400 Woothbooter II 60154

5 Westbrook Corp., #100, Westchester, IL 60154 Phone: (708)409-9039 | FAX: (708)409-9914

#### **MASTER STATEMENT**

Settlement Date: January 14, 2016

Escrow Number: CMWH-5036-15NW5781151WH

Disbursement Date: January 14, 2016

Escrow Officer: Kristi L Brennan

Buyer: Barbara Anne Byron Smith and The Northern Trust Company, not individually but solely as

Co-Trustees of the Barbara Anne Byron Smith Revocable Trust un

Seller: 3107 LSD LLC

904 Cleveland Hinsdale, IL 60521

Property: 904 Cleveland

Hinsdale, IL 60521

	¥	Hinsdale, IL 60521					
	SELLE	R			BUY	ER	
\$	DEBITS	\$ CREDITS	\$		DEBITS	\$	CREDITS
•		FINANCIAL CONSIDERATION					
		1,650,000.00 Contract sales price		1,6	50,000.00		05 000 00
		[ eposit or earnest money					25,000.00
		Coldwell Banker - P.O.C.\$17,195.00(B)*					27,882.00
	27,882.00	2015 Tax Credit					1,069.46
	1,069.46	Tax Credit 01/01/16-01/14/16					1,000.40
		COMMISSIONS					
	47 40E 00	Listing Broker commission to Coldwell Banker					
	17,195.00	Dep. retained by Coldwell Banker 17,195.00					
		Coldwell Banker \$17,195.00					
	41,050.00	Selling Broker commission to Dawn McKenna					
	, ,, = =	RE: Dep. retained by Coldwell Canker 17,195.00					
		Dawn McKenna \$41,050.00					
		TITLE & ESCROW CHARGES					
	2.00	State of Illinois Policy Registration Fee					
	3.00	Chicago Title Company, LLC					
	50.00	CPL Fee to Seller					
	00.00	Chicago Title Insurance Company	) ·		25.00		
		CPL Fee to Buyer		).			
		Chicago Title Insurance Company			125.00		
		Policy Update Fee Chicago Title Company, LLC			0		
		Wire Transfer Service Fee			40.00		
		Chicago Title and Trust Company					
	125.00	Commitment Update Fee					
	,	Chicago Title Company, LLC			15.00		
		E Recording and Service Fees			,0.00		
		Chicago Title Company, LLC Wire Transfer Service Fee					
	40.00	Chicago Title and Trust Company					
	4.050.00	Escrow Fees			1,250.00		
	1,250.00	Chicago Title and Trust Company					
	4,525.00	Owner's title insurance					
	-4,020.00	Chicago Title Company, LLC			0.00	ı	
		SE 287 - Policy Modification 4			0.00	,	
		Joseph M. Del Preto					
		Policies to be issued: Owners Policy					
		Coverage: \$1,650,000.00 Premium: \$4,525.0	0				
		Version: ALTA Owner's Policy 2006					

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## COMMITMENT No. 15NW5781151WH

3107 LSD, LLC Barbara Smith **SELLER:** BUYER:

SELLER

DATE OF CLOSING: January 14, 2016	CREDIT SELLERS	CREDIT BUYERS
Purchase Price	<u> </u>	\$1,650,000.00
Earnest Money	25,000	0.00
Commission Balance Commission \$58,245.00 less Earnest Money 25,000.00 33,245.00 Plus EM Released 7,805.00	33,245	5.00
4 (,050.00 \$41,050.00 payable to: Dawn McKenna		
Mortgage Payoff: Countryside Bank through 1/25/16	1,206,69	7.50
Real Estate Taxes: 2015 Prorated @ 105%	27,88	2.00
2015 Prorated @ 105% 1/1/16-1/14/16- \$76.39 per day x 14 days	1,06	9.46
Sellers Title Insurance Owners Policy State transfer County transfer IL Policy Tax	1,65	55.00 60.00 55.00 3.00
Recording Release Commitment Update Closing Protection Letter Wire Payoff	5	5.00 50 50 10.00
Wire Proceeds Waiver New Construction ½ Closing Fee Tax Payment Fee	1,25	50.00
Survey		
Attorney's Fee - Joseph M. Del Preto	50	00.00
TOTAL CREDITS: \$1,302,861.96		
CASH TO BALANCE TO SELLER	\$ <u>34'</u> \$1,650	7,138.04 0,000.00 \$1,650,000
	4	400V
		X

PURCHASER