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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/16/2022 10:58 AM PG: 1 OF 6

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PROCEED AT OWN RISK DECLARATION

635 S. MADISON AVENUE
LA GRANGE, ILLINOIS

PIN: 18-09-115-009-0000

Property of Cook County Clerk's Office

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PROCEED AT OWN RISK DECLARATION

THIS PROCEED AT OWN RISK DECLARATION ("**Declaration**") is made this 22 day of JUNE, 2022, by Neil M. Neuman, ("**Owner**"), the record title owner of a certain parcel of real estate located in the Village of La Grange, Cook County, Illinois, commonly known as 635 S. Madison Avenue and legally described in **Exhibit A** attached to and, by this reference, made a part of this Declaration ("**Property**").

WITNESSETH:

WHEREAS, the Property is currently improved with a single family residence and Owner desires to install a fence along the rear lot line of Lot 16 in Block 8 of the Country Club Addition to LaGrange; and

WHEREAS, the Village requires that Owner obtain a permit before commencing the installation and construction of the fence on the Property and, as part of the permit application process, Owner must show the Village proof of ownership for the Property; and

WHEREAS, following a diligent search of property records, the Village is unable to determine the actual owner of the eight feet of land at the rear of Lot 16 in Block 8 of the Country Club Addition to LaGrange upon which Owner desires to install the fence; and

WHEREAS, Owner desires to install the fence along the rear of Lot 16 in Block 8 of the Country Club Addition to LaGrange notwithstanding the Village's inability to confirm ownership; and

WHEREAS, the Village has agreed to issue the permit for the installation and construction of the fence, in the absence of the confirmation of ownership, only upon the execution and recordation by Owner of this Declaration against the Property; and

WHEREAS, Owner voluntarily desires to execute this Declaration and to record this Declaration against the Property in order to commence installation and construction of the fence;

NOW, THEREFORE, Owner voluntarily declares that the Property, all portions thereof, and all improvements constructed thereon or therein, are and must be held, transferred, sold, conveyed, used, and occupied subject to the following restrictions and provisions:

1. Owner acknowledges and agrees that: (a) Owner proceeds with the installation and construction of the fence at its sole and absolute risk; and (b) Owner is not and will not be entitled to the issuance by the Village of any permits, including without limitation any permit for the fence, regardless of expenditures incurred by Owner in proceeding prior to the date of, or pursuant to, this Declaration, unless and until Owner has satisfied all of the terms and conditions of this Declaration, or imposed in connection with any approval of the permit, or required by all other applicable Village codes and ordinances.

2. Owner acknowledges and agrees that the Village's agreement to issue a permit for the fence, and its consent to this Declaration, is not to be deemed or construed as requiring the Village to approve any plans or issue any further permits or approvals for the construction of the fence.

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3. Owner acknowledges and agrees that the Village's agreement to not strictly enforce the requirement to provide proof of ownership prior to the issuance of a permit, is not to be deemed or construed as requiring the Village to approve the permit.

4. The Village has the right to enter on the Property at all times from and after the execution of this Declaration to ascertain compliance with the terms, conditions, restrictions, and limitations contained in this Declaration.

5. In the event that it is determined that Owner is not the actual owner of the rear eight feet of Lot 16 in Block 8 of the Country Club Addition to LaGrange included in the fence permit, upon the request of the Village or the actual owner, Owner must, at its sole cost and expense, remove, or cause to be removed, the fence from all areas outside the actual rear property line of the Property, and to bring the Property into compliance with the Village Code, in a manner satisfactory to the Village.

6. In the event that the Village issues a permit to Owner, Owner agrees to strictly comply with any conditions imposed in the permit.

7. Owner expressly acknowledges and agrees that it has sole and absolute liability and responsibility, and the Village will have no liability or responsibility whatsoever, for any costs and expenses incurred in the event that it is determined that Owner is not the actual owner of the property subject to the fence permit.

8. Owner hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Declaration; (b) any action taken by the Village pursuant to or in connection with this Declaration; (c) the review and approval by the Village of any plans for the Property or the fence; or (d) the issuance of the permit for the fence.

9. This Declaration may not be modified, amended or annulled without the express, prior written approval of the Village Manager.

10. The provisions of this Declaration will run with and bind the Property, and are binding upon Owner, and its heirs, successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of any portion of the Property, and all persons claiming under them. If any of the rights or restrictions imposed by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision will continue only until 21 years after the death of the survivor of the now living lawful descendants of the current President of the United States as of the date of this Declaration.

12. This Declaration must be recorded with the Recorder of Deeds of Cook County, Illinois, and all deeds of conveyance relating to the Property, or any part thereof, will be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed by a duly authorized representative on the date first above written.

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ATTEST:

By: [Signature]

Its: nlg

Property Owner

By: [Signature]

Its: nlg

Accepted this 24 day of June, 2022.

[Signature]

Village Manager
Village of La Grange

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on 22 Jun, 2022, by Neil M. Noonan, record title owner of 635 S. Madison Avenue, La Grange, Cook County, Illinois.

Given under my hand and official seal this 22 day of June, 2022.

Lilia E. Cain



My Commission expires:

SEAL

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 16 (EXCEPT THE EAST 8 FEET THEREOF USED FOR ALLEY) IN BLOCK 8 IN COUNTRY CLUB ADDITION TO LAGRANGE, BE A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANT 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-09-115-009-0000

Commonly known as: 635 S. Madison Avenue, La Grange, Illinois

Property of Cook County Clerk's Office