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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#: 0536410029 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/30/2005 09:49 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): replace existing asphalt

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 6/26/90, prepared by Schemig Land Surveyors, Ltd., edited by James Webshaw, on 10/25/05 (date)

Box 266

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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:

James E. Luchchow
Harriet T. Holderness
Name (Printed Name of Legal Property Owners)

VILLAGE OF HINSDALE

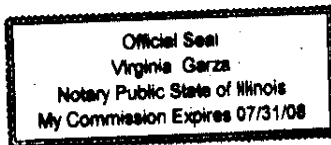
James E. Luchchow 10/25/05
Signature Date
Harriet T. Holderness 10/25/05

[Signature] 10/24/05
Village Manager Date

Subscribed and
sworn to before me this
25th day of October, 2005.

[Signature]
Notary Public

[SEAL]



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

Please print or type.

JAMES E. Luebchow, Harriet T. Holderness

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

Signature: James E. Luebchow, Harriet T. Holderness Date: October 25, 2005

Signature

Address of Owner: 810 Taft Rd., Hinsdale

Address of Property (if different)

630-655-1332

312-845-3726

Home Telephone Number

Business Telephone Number

18-07-304-017-0000

Permanent Index Number

Legal Description:

Lot 10 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, Excepting therefrom the west 122.4 feet of the north 718.2 feet of said Southwest Quarter, in Cook County, Illinois

Community Asphalt

Name of Installing Company

5224 Walnut Ave, Downers Grove, IL 60515

Address of Installing Company

630-968-1434

Signature: Glenn Messner

Date: 10-29-05

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). replace existing asphalt

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

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PAY ONLY THIS AMOUNT

\$ 6,412.83

BY 11/01/05 (on time)

2004 Second Installment Property Tax Bill

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township
 18-07-304-017-0000 078 21043 2004 (2005) LYONS

IF PAID LATE 11/02/05 - 12/01/05
\$ 6,509.02

IF PAID LATE 12/02/05 - 01/01/06
\$ 6,605.21

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

TAX CALCULATOR

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:

\$ 6,017.67 ON 02-14-05

THIS TAX BILL MAY BE USED TO PAY AT ANY BANK ONE/CHASE THROUGH 01/01/06.

Property location and classification for this PIN

810 TAFT RD HINSDALE IL 60521 4837

Property Classification 2-06

*Paid 10/10/05
 JEJ check # 4951*

KEEP UPPER PORTION FOR YOUR RECORDS

2003 Assessed Value	76,177
2004 Property Value	476,106
2004 Assessment Level	X 16%
2004 Assessed Value	= 76,177
2004 State Equalization Factor	X 2.5757
2004 Equalized Assessed Value (EAV)	= 196,209
2004 Local Tax Rate	X 6.501%
2004 Total Tax Before Exemptions	= 12,755.55
Homeowner's Exemption	- 325.05
Senior Citizen Exemption	.00
Senior Assessment Freeze Exemption	.00
2004 Total Tax After Exemptions	= 12,430.50
First Installment (Due 03/01/05)	6,017.67
Second Installment (Due 11/01/05)	+ 6,412.83
Total 2004 Tax (Payable In 2005)	= 12,430.50

Taxing District	2004 Tax	2004 Rate	Pension	2003 Tax	2003 Rate
SUBURBAN T B SANITARIUM	1.91	0.001		7.32	0.004
DUPAGE WATER COMMISSION	0.00	0.000		0.00	0.000
WEST SUB. MASS TRANSIT DIST	0.00	0.000		0.00	0.000
DES. PL. VALL. MOSQUITO DIST	22.95	0.012		21.95	0.012
WATER RECLAMATION DIST	663.50	0.047	43.97	660.20	0.361
HINSDALE SANITARY DISTRICT	0.00	0.000		0.00	0.000
DUPAGE COLLEGE DIST 502	430.22	0.225	7.64	415.14	0.227
204 BOND/PT. ASSUMED BY 86	0.00	0.000		0.00	0.000
HINSD TWN HIGH SCHOOL 86	3,208.49	1.678	89.86	3,103.47	1.697
SCHOOL DISTRICT C C 181	5,407.39	2.828	130.02	5,087.72	2.782
BOND ASSUMED BY D181 ANNEX	9.56	0.005		14.63	0.008
HINSDALE LIBRARY FUND	305.93	0.160	22.44	303.58	0.166
VILLAGE OF HINSDALE	816.46	0.427	265.78	811.99	0.444
LYONS MENTAL HEALTH	172.09	0.090		160.93	0.088
ROAD AND BRIDGE LYONS	70.75	0.037		67.67	0.037
LYONS GENERAL ASSISTANCE	3.82	0.002		3.66	0.002
TOWN OF LYONS	68.84	0.036		64.01	0.035
FOREST PRESERVE DISTRICT	114.73	0.060	5.73	107.90	0.059
CONSOLIDATED ELECTIONS	0.00	0.000		53.04	0.029
COUNTY OF COOK	900.59	0.471	302.11	894.26	0.489
COOK COUNTY HEALTH FACIL.	233.27	0.122		257.86	0.141
(DO NOT PAY THESE TOTALS)	12,430.50	6.501		12,035.33	6.561

JAMES E LUEBCHOW
 810 TAFT RD
 HINSDALE IL 60521-4837

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.