



Doc#: 1113157126 Fee: \$46.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/11/2011 11:54 AM Pg: 1 of 6

THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

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

PIN:
18-07-110-022-0000

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). DRAINAGE

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 TOPOGRAPHICAL SURVEY & REAR LANDSCAPE PLAN WITH OFF-SITE BASEMENT, dated 6.10.10, prepared by LANDMARK ENGINEERING

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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:

Jane Law
 Name (Printed Name of Legal Property Owners)
 X [Signature]
 Signature Date 7/20/10

VILLAGE OF HINSDALE
[Signature] 12/13/10
 Village Manager Date

Subscribed and sworn to before me this 20th day of July 2010
[Signature]
 Notary Public



Cook County Clerk's Office

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

Please print or type.

JULIE LAUX

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

X Julie Laux

Signature

7/22/10

Date

321. S. COUNTY LANE RD.

Address of Owner

Address of Property (if different)

Home Telephone Number

Business Telephone Number

18-07-110-022-0000

Permanent Index Number

Legal Description:
See attached.

PREMIER LANDSCAPE CONTRACTORS

Name of Installing Company

16 W. 179 JEANS RD.

Address of Installing Company

630.321.9530

Telephone Number

[Signature]

Signature

JOSH MILES

Date

7/23/10

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). DRAINAGE

Please provide plans describing the Improvement.

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PROPOSED UTILITY & DRAINAGE EASEMENT

THAT PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH QUARTER OF LOT 2 IN BLOCK 3 IN HIGHLANDS, BEING A SUBDIVISION OF SAID NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88°2'14" WEST, ALONG THE SOUTH LINE OF SAID NORTH QUARTER, 7.51 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°2'14" WEST, ALONG SAID SOUTH LINE, 5.00 FEET; THENCE NORTH 3°15'47" WEST 54.49 FEET; THENCE NORTH 78°39'51" WEST 59.10 FEET; THENCE NORTH 19°46'28" WEST 147.33 FEET; THENCE NORTH 84°17'58" WEST 44.58 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST LINE OF THIRD STREET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEAST LINE BEING A CURVE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING OF NORTH 47°29'28" EAST, AN ARC DISTANCE OF 6.71 FEET; THENCE SOUTH 84°17'58" EAST 41.27 FEET; THENCE SOUTH 19°46'28" EAST 147.66 FEET; THENCE SOUTH 78°39'51" EAST 60.14 FEET; THENCE SOUTH 3°15'47" EAST 58.47 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1538 SQUARE FEET, MORE OR LESS, THEREIN.

PAY ONLY THIS AMOUNT

\$ 14,009.55

BY 11/15/2004 (on time)

2003 Second Installment Property Tax Bill

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Property Index Number (PIN) 18-07-110-022-0000 Volume 078 Code 21043 Tax Year (Payable In) 2003 (2004) Township LYONS

IF PAID LATE 11/16/2004 - 12/15/2004
\$ 14,219.69

IF PAID LATE 12/16/2004 - 1/15/2005
\$ 14,429.83

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

TAX CALCULATOR

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:
 \$ 11,846.61 ON 02-17-04

THIS TAX BILL MAY BE USED TO PAY AT ANY LASALLE BANK THROUGH 1/15/2005.

Property location and classification for this PIN

321 S COUNTY LINE RD HINSDALE IL 60521 4723 Property Classification 2-09

2002 Assessed Value

161,554

2003 Property Value 1,009,713
 2003 Assessment Level X 16%

2003 Assessed Value = 161,554

2003 State Equalization Factor X 2.4598
 2003 Equalized Assessed Value (EAV) = 397,391

2003 Local Tax Rate X 6.581%

2003 Total Tax Before Exemptions = 26,152.30

Homeowner's Exemption - 296.15

Senior Citizen Exemption - .00

Senior Assessment Freeze Exemption - .00

2003 Total Tax After Exemptions = 25,856.16

First Installment (Due 3/02/2004) 11,846.61

Second Installment (Due 11/15/2004) + 14,009.55

Total 2003 Tax (Payable In 2004) = 25,856.16

Taxing District	2003 Tax	2003 Rate	Pension	2002 Tax	2002 Rate
SUBURBAN T B SANITARIUM	15.72	0.004		23.66	0.006
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	47.15	0.012		43.38	0.011
WATER RECLAMATION DIST	1,418.34	0.361	90.36	1,463.08	0.371
HINSDALE SANITARY DISTRICT	0.00	0.000		0.00	0.000
DUPAGE COLLEGE DIST 502	891.86	0.227	15.71	855.76	0.217
204 BOND/PT. ASSUMED BY 86	0.00	0.000		0.00	0.000
HINSD TWN HIGH SCHOOL 86	6,667.36	1.697	94.29	6,282.17	1.593
SCHOOL DISTRICT C C 181	1,910.23	2.782	231.80	9,212.27	2.336
BOND ASSUMED BY D181 ANNEX	21.43	0.008		31.55	0.008
HINSDALE LIBRARY FUND	652.00	0.166	51.07	607.32	0.154
VILLAGE OF HINSDALE	1,744.44	0.444	424.32	1,589.27	0.403
LYONS MENTAL HEALTH	345.74	0.088		335.21	0.085
ROAD AND BRIDGE LYONS	145.37	0.037		138.03	0.035
LYONS GENERAL ASSISTANCE	7.86	0.002		19.72	0.005
TOWN OF LYONS	137.51	0.035		130.14	0.033
FOREST PRESERVE DISTRICT	231.81	0.059	11.78	240.56	0.061
CONSOLIDATED ELECTIONS	113.94	0.029		0.00	0.000
COUNTY OF COOK	1,921.22	0.489	589.33	2,105.89	0.534
COOK COUNTY HEALTH FACIL.	553.98	0.141		615.20	0.156
(DO NOT PAY THESE TOTALS)	25,856.16	6.581		23,693.21	6.008

JULIE & DOUG LAUX
 321 S COUNTY LINE RD
 HINSDALE IL

IF YOUR MORTGAGE COMPANY PAYS YOUR TAXES FROM ESCROW, DO NOT DOUBLE-PAY YOUR TAXES.

Office