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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#: 1224329094 Fee: \$46.00

Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 08/30/2012 04:21 PM 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 permiss on to construct the following improvement (the "Improvement") in the existing right-of-way rout ing the Property:

- 1. A lawn sprinkler system.
- 2. Decorative landscaping, including Lowers, trees and shrubs.
- 3. A decorative driveway apron. Bo-41-
- 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 term, 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.
- 2. The Improvement shall be constructed, installed and maintained in accordance with the plan entitled part of Suver, dated 8-1-12, prepared by 104 c Paving + Brick.

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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.
- 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 or installation of any public purpose. The installation and existence of the Improvement within 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 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 utilities, except to the extent such validy may be otherwise obligated by law or agreement utilities, except to the extent such validy 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 appointed officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, employees, demands, damages, liabilities, losses, executions, debts, fines, penalties, and judgments, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that expenses, including administrative of the public right-of-way, whether or not due or claimed to be due in whole 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 atteneys' fees, court costs, and administrative expenses, incurred by the Village in defending usef with regard to any and all of the Claims mentioned in this Paragraph.
- 8. This Agreement shall run with the Property and shall be on ding upon and inure to the benefit of the Owner of the Property, the Owner's successor, assigns, and inure to the benefit of the Owner of the Property, the Owner's successor, 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 person 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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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 thide by these terms. Accepted and Approved By:

Property Owners)

VILLAGE OF HINSDALE

Village Manager

Subscribed and

sworn to before me this

day of 💪

[SEAL]

OFFICIAL SEAL CHRISTINE M DOYLE

Clort's Office NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 7-14-2016

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<u>APPLICATION TO CONSTRUCT AN IMPROVEMENT IN THE</u> <u>PUBLIC RIGHT-OF-WAY</u>

Please print or type.
Jason Edgawater
Name (Legal Property Owners) Please include deed or other proof of ewnership.
John Edgust 8/7/12
Signature
208 Phillippa SA
Address of Owner
Address of Property (if different)
630-321-1594
Home Telephone Number Business Telephone Number
18-06-313-019
Permanent Index Number
Legal Description: The south 30 feet of lot 18 and the north 30 feet of
lot 19 in Block Zin subdivision of that part of of the west half of
The southwest quarter of section 6, join ship 38 north, range 12 east of the
Mird PM lying north of he Chicago, But y ton and Quincy Railway Co.
right-of-way except the north 241.56 feet of said west half of
said south ewest quarter, in Cook County, Illinois.
Dule Bride Paving Co.
Dufle Brick Paving Co. Name of Installing Company
139 Industrial Road, Addison, IL. 601015
Address of Installing Company
630-543-5129 Valling
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.
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. CHI #88661 v2

18-06-313-019-0000

6,198.63

2011 %

078 21041 2011 (2012)

LYONS

IF PAID LATE 08/02/12 - 09/01/12

PHILLIPPA ST

DuPage Water Commission Des Plaines Valley Mosq Abatement Metro Water Reclamation District

DuPage Community College Dist 5 /2 Hinsdate Township High School 86 School District CC 181 Bond Assumed By D181 Annex

MUNICIPALITY/TOWNSHIP TAXES

Municipality/Township Taxes Total

6,108.36

IF PAID LATE 09/02/12 - 10/01/12

IF PAID LATE 10/02/12 - 11/01/12

6,288.90

TAX CALCULATOR

INFO

208

Taxing District

SCHOOL TAXES

School Taxes Total

Hinsdale Library Fund Village of Hinsdale Lyons Mental Health

Road & Bridge Lyons

Town Lyons

General Assistance Lyons

COOK COUNTY TAXES

MISCELLANEOUS TAXES

Miscellaneous Taxes Total

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF

2011 Tax

6,620.99 ON 02-25-12

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

LATE PENALTY 1.5% PER MONTH, BY STATE LAW.

HINSDALE IL 60521 2435

Property location and classification for this PIN

2011 Rate

0.000

Õ 014 Property Classification 2-78

pperty Classification 2-76			
2010 Tax	2010 Rate		
0, 00 26, 41 657, 85 684, 26	0.000 0.011 0.274 0.285		
506. 59 2, 878. 69 5, 382. 84 0. 00 8, 768. 12	0. 211 1. 199 2. 242 0. 000 3. 652		
319. 32 741. 88 187. 27 79. 23 4. 80 115. 24 1, 447. 74	0.078 0.033		
122. 45	0. 051		

0.00 547.42

271 30 196 87

1.138.04

12,038.16

0.000 0.228 0.113

0 474

5 014

0.00% 0.23% 5.30% 0.00 29.30 669.73 2.09 37.67 320 0 0.334 5.53% 0.248 1.506 2.679 0.000 519. 156. 5, 606, 91 0, 00 24. 97% 44. 36% 0. 00% 282.06 4 435 73 44% 2.72% 6.01% 1.57% 0.68% 0. 363 0. 095 3. 041 0. 003 759. 73 198. 81 85. 8 6. 28 0.05% 0.98% 12.01% 0 J59 0 725

2.09

190.45

Pension

Cook County Forest Preserve District Consolidated Elections 0 96% 0 41% 3 03% 2 37% 1 29% 121.39 52.32 466.70 336.96 0.058 0.025 0.223 0.161 County of Cook
Cook County Public Safety
Cook County Health Facilities 0.078 19 0.545 02% Cook County Taxes Total 1,140.62 6.039 100.00% 12,639.08 (Do not pay these totals)

2010 Assessed Value

	74,573	
2011 Property Value		
2011 Assessment Level	724,740	
	X 10%	
2011 Assessed Value		
=	72,474	
2011 State Equalization Factor		

2.9706 2011 Equalized Assessed Value (EAV) 215, 291

2011 Lucai Tax Rate X 6 039%

2011 Total Tax Before Exemptions 13,001.42

Homeowner's Exemption 362 34 Senior Citizen Exemption 00

Senior Assessment Freeze Exemption .00

2011 Total Tax After Exemptions 12,639.08

First Installment 6,620.99

Second Installment 6,018.09 Total 2011 Tax (Payable in 2012)

12,639.08

JASCN EDGEWATER 208 IHLLIPPA ST HINSDALZ I' 60521-2435

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

PAYMENT COUPON

6,018.09

BY 08/01/12 (on time)
If paying later, refer to amounts above.

Use of this coupon authorizes the Treasurer's Office to reduce the check amount to prevent overpayment. Include only one check and one original coupon per envelope.

SN 0020110100 RT# 500001075 AN (see PIN) TC 008911

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

Properer Index Number (PIN) 18-06-313-019-0000

=

T3ND Volume 078

Amount Paid



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

0020110100818063130190000200891120000601809000061083670000619863000006288906



20 18-06-313-019-0000 0 11 4 JASON EDGEWATER

OR CURRENT OWNER

208 PHLLIPPA ST



COOK COUNTY TREASURER PO BOX 805436 CHICAGO IL 60680-4116

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HINSDALE IL 60521-2435

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