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Doc#: 1430229042 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/29/2014 11:32 AM Pg: 1 of 5

THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

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

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): _____

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 NEMETH SPANISH dated 9/15/14 prepared by BRUCE GOLD

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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:

Theresa Lie Nemeth
Name (Printed Name of Legal Property Owners)

Theresa Lie Nemeth 9/15/14
Signature Date

VILLAGE OF HINSDALE

[Signature]
Village Manager

9/20/14
Date

Subscribed and
sworn to before me this
5th day of September, 2014

[Signature]
Notary Public



Property of Cook County Clerk's Office

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PROPERTY OF
 COOK COUNTY CLERK'S OFFICE
 11/11/2011 10:00 AM

Name (Legal Property Owners): Alexander Nemeth + Theresa Lie-Nemeth
 Please include deed or other proof of ownership

Signature: Theresa Lie-Nemeth

Address of Owner: 527 The Ln, Hinsdale IL 60521

Address of Property (if different): _____

Telephone Number : 630-789-6259 Cell Number: 617-875-8585

* Permanent Index Number: 18-06-124-010-0000

* Legal Description: Lot 5 in Block 13 in Jefferson Gardens; A Subdivision of that Part of the west 1/2 of Section 6, Township 38 North, Range 12, East of the third Principal Meridian, in Cook County, Illinois.

Name of Installing Company: AMERICAN NATIONAL SPRINKLER

Address: 924 TRINET COURT, Mundelein, IL 60060

Phone Number: 847-566-0099 Signature: [Signature] B. J. G. G. G.

Date: 9/8/11

Type of Improvement to be Constructed: LAWN SPRINKLER INSTALL

Other: _____
 Please provide plans describing the improvement

\$7,743.23

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By 08/01/14 one time.

IF PAYING LATE PLEASE PAY 08/02/14-09/01/14 \$7,859.38 09/02/14-10/01/14 \$7,975.53 10/02/14-11/01/14 \$8,091.68 LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW

TAXING DISTRICT BREAKDOWN

Taxing District	2013 Tax	2013 Rate	2013 %	Pension	2012 Tax
MISCELLANEOUS TAXES					
DuPage Water Commission Elmhurst	0 00	0 000	0 00%		0 00
Des Plaines Valley Mosq Abate Dist Lyons	33 30	0 016	0 21%	2 08	32 90
Metro Water Reclamation Dist of Chicago	867 95	0 417	5 36%	85 33	811 64
Miscellaneous Taxes Total	901 25	0 433	5 57%		844 54
SCHOOL TAXES					
DuPage Comm College 502 Roselle Burr Rdg	672 30	0 323	4 15%		605 44
Hinsdale Twp High School District 86	4,033 79	1 938	24 91%	99 90	3,799 33
Community Consolidated SD 181 Burr Ridge	7,266 24	3 491	44 87%	189 40	6,947 16
Bond Assumed By D181 Annex	0 00	0 000	0 00%		0 00
School Taxes Total	11,972 33	5 752	73 93%		11,351 93
MUNICIPALITY/TOWNSHIP TAXES					
Hinsdale Library Fund	455 83	0 219	2 81%	37 48	434 33
Village of Hinsdale	1,009 49	0 485	6 23%	368 41	962 99
Lyons Mental Health	233 12	0 112	1 44%		225 94
Road & Bridge Lyons	99 91	0 048	0 62%		96 52
General Assistance Lyons	6 24	0 003	0 04%		6 58
Town of Lyons	141 54	0 068	0 87%		138 20
Municipality/Township Taxes Total	1,946 13	0 935	12 01%		1,864 56
COOK COUNTY TAXES					
Cook County Forest Preserve District	143 62	0 069	0 89%	4 16	138 20
Consolidated Elections	64 52	0 031	0 40%		0 00
County of Cook	572 40	0 275	3 54%	247 68	629 57
Cook County Public Safety	455 83	0 219	2 81%		397 04
Cook County Health Facilities	137 37	0 066	0 85%		138 20
Cook County Taxes Total	1,373 74	0 650	8 49%		1,303 01
(Do not pay these totals)	16,193 45	7 780	100 00%		15,364 04

TAX CALCULATOR

2012 Assessed Value	78,187	2013 Total Tax Before Exemptions	16,193.45
2013 Property Value	781,870	Homewoner's Exemption	00
2013 Assessment Level	X 10%	Senior Citizen Exemption	00
2013 Assessed Value	78,187	Senior Assessment Freeze Exemption	00
2013 State Equalization Factor	X 2.6821	2013 Total Tax After Exemptions	16,193.45
2013 Equalized Assessed Value (EAV)	208,142	First Installment	8,450.22
2013 Local Tax Rate	X 7.780%	Second Installment +	7,743.23
2013 Total Tax Before Exemptions	16,193.45	Total 2013 Tax (Payable In 2014)	16,193.45

IMPORTANT MESSAGES

Thank you for your first installment payment of: \$8,450.22 on 02-01-14

PROPERTY LOCATION

527 THE LANE
HINSDALE IL 60521-2477

MAILING ADDRESS

DIFRESA JULIE NEMETH
527 THE LANE
HINSDALE IL 60521-2477