

# UNOFFICIAL COPY



THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

Doc#: 1430229045 Fee: \$46.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/29/2014 11:34 AM Pg: 1 of 5

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): CIRCULAR DRIVEWAY

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 CIRCULAR DRIVEWAY SYSTEM PLAN, HINSDALE, IL dated 10/1/13, prepared by DAVID LARSEN.

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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:

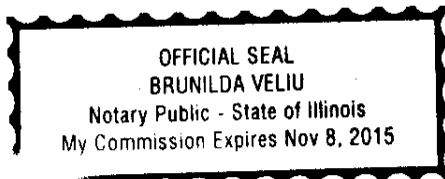
EDMUND L. N/A  
Name (Printed Name of Legal Property Owners)  
Edmund L. N/A 10/30/13  
Signature Date

VILLAGE OF HINSDALE  
[Signature] 11/13/14  
Village Manager Date

Subscribed and sworn to before me this 30<sup>th</sup> day of October 2013.

[Signature]  
Notary Public

[SEAL]



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

Please print or type.

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

[Signature] 10/30/13  
Signature Date

519 THE LAKE  
Address of Owner

HENSLEY, IL 60521  
Address of Property (if different)

(847) 971-8794 (312) 326-8072  
Home Telephone Number Business Telephone Number

Y 18-06-123-010  
Permanent Index Number

Legal Description: <u>LOT 7 IN BLOCK 14 IN JEFFERSON WALKERS</u> <u>A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF SECTION</u> <u>6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD</u> <u>PRINCIPAL MERIDIAN, IN COOK COUNTY OF ILLINOIS.</u>

COUNTY WIDE LANDSCAPING  
Name of Installing Company

42W891 BEITH ROAD ELBURN IL 60119  
Address of Installing Company

630 305 3412 [Signature] 10/30/13  
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.
- 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). CIRCULAR DRIVEWAY

Please provide plans describing the Improvement.

**TOTAL PAYMENT DUE** **2012 Second Installment Property Tax Bill**

**\$7,847.40**

By 08/01/13 (on time)

Property Index Number (PIN) 18-06-123-010-0000 Volume 077 Code 21041 Tax Year (Payable In) 2012 (2013) Township LYONS Classification 2-78

IF PAYING LATE PLEASE PAY 08/02/13-09/01/13 \$7,965.11 09/02/13-10/01/13 \$8,082.82 10/02/13-11/01/13 \$8,200.53 LATE PENALTY IS 1.5% PER MONTH, BY STATE LAW

**TAXING DISTRICT BREAKDOWN**

Taxing District	2012 Tax	2012 Rate	2012 %	Pension	2011 Tax
<b>MISCELLANEOUS TAXES</b>					
DuPage Water Commission	0.00	0.000	0.00%		0.00
Des Plaines Valley Mosq Abatement	33.76	0.015	0.21%	2.25	33.36
Metro Water Reclamation District	832.63	0.370	5.28%	47.25	762.46
<b>Miscellaneous Taxes Total</b>	<b>866.39</b>	<b>0.385</b>	<b>5.49%</b>		<b>795.82</b>
<b>SCHOOL TAXES</b>					
DuPage Community College Dist 502	621.09	0.276	3.94%		590.91
Hinsdale Township High School #6	3,897.59	1.732	24.73%	96.76	3,593.10
School District CC 181	7,126.83	3.167	45.22%	186.77	6,383.23
Bond Assumed By D181 Annex	0.00	0.000	0.00%		0.00
<b>School Taxes Total</b>	<b>11,645.51</b>	<b>5.175</b>	<b>73.89%</b>		<b>10,567.24</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Hinsdale Library Fund	445.57	0.198	2.83%	38.25	390.76
Village of Hinsdale	987.90	0.439	6.27%	355.55	864.92
Lyons Mental Health	231.79	0.103	1.47%		226.36
Road & Bridge Lyons	99.61	0.044	0.63%		97.69
General Assistance Lyons	6.75	0.003	0.04%		7.15
Town Lyons	141.77	0.063	0.90%		140.58
<b>Municipality/Township Taxes Total</b>	<b>1,912.79</b>	<b>0.850</b>	<b>12.14%</b>		<b>1,727.46</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	141.77	0.063	0.90%	4.50	138.20
Consolidated Elections	0.00	0.000	0.00%		59.57
County of Cook	645.84	0.287	4.10%	243.03	531.31
Cook County Public Safety	407.31	0.181	2.58%		383.61
Cook County Health Facilities	141.77	0.063	0.90%		185.85
<b>Cook County Taxes Total</b>	<b>1,336.69</b>	<b>0.594</b>	<b>8.49%</b>		<b>1,298.54</b>
<b>(Do not pay these totals)</b>	<b>15,761.38</b>	<b>7.004</b>	<b>100.00%</b>		<b>14,389.06</b>

**TAX CALCULATOR**

2011 Assessed Value	80,209	2012 Total Tax Before Exemptions	15,761.38
2012 Property Value	802,090	Homeowner's Exemption	.00
2012 Assessment Level	X 10%	Senior Citizen Exemption	.00
2012 Assessed Value	80,209	Senior Assessment Freeze Exemption	.00
2012 State Equalization Factor X	2.8056	2012 Total Tax After Exemptions	15,761.38
2012 Equalized Assessed Value (EAV)	225,034	First Installment	7,913.98
2012 Local Tax Rate X	7.004%	Second Installment +	7,847.40
2012 Total Tax Before Exemptions	15,761.38	Total 2012 Tax (Payable In 2013)	15,761.38

**IMPORTANT MESSAGES**

- Thank you for your first installment payment of: \$7,913.98 on 03-01-13

*Confirmation*  
20130801-1934585

**PROPERTY LOCATION**

519 THE LN  
HINSDALE IL 60521 2452

**MAILING ADDRESS**

E NG  
519 THE LANE  
HINSDALE IL 60521-2452