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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#: 1516729086 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/16/2015 03:57 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 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 M.D.S. BUSLOBS, dated 9-14-14, prepared by MASTERS TERRAZZO CO.

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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 same by these terms.

Accepted and Approved By:

X MIDG Builders Inc
Name (Printed Name of Legal Property Owners)
[Signature]
Signature Date 09/15/14

VILLAGE OF HINSDALE

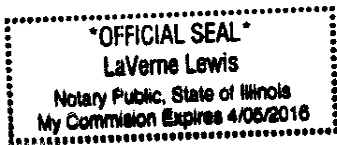
[Signature]
Village Manager

10/22/14
Date

Subscribed and sworn to before me this 16th day of September 2014

[Signature]
Notary Public

[SEAL]



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

Please print or type.

x MDA Builders Inc
Name (Legal Property Owners) Please include deed or other proof of ownership.

x [Signature] 9-16-14
Signature Date

739 PHILIPPA HINSDALE IL.
Address of Owner

SAME
Address of Property (if different)

630-776-0568
Home Telephone Number Business Telephone Number

18-06-108-007-0000
Permanent Index Number

Legal Description:
LOT 7 IN BLOCK 5 IN JEFFERSON GARDENS BEING A
SUBDIVISION OF PARTS OF THE WEST 1/2 OF SECTION 6
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS

MASTERS IRRIGATION CO.
Name of Installing Company

9866 DERBY LANE WESTCHESTER, IL.
Address of Installing Company

708-343-8500 [Signature] 9-16-14
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). _____

Please provide plans describing the Improvement.
 CHI 1 #88651 v2

TOTAL PAYMENT DUE

\$649.90

By 08/01/14 (on time)

2013 Second Installment Property Tax Bill

Property Index Number (PIN) 18-06-108-007-0000 Volume 077 Code 21041 Tax Year (Payable In) 2013 (2014) Township LYONS Classification 2-41

IF PAYING LATE PLEASE PAY 08/02/14-09/01/14 \$659.65 09/02/14-10/01/14 \$669.40 10/02/14-11/01/14 \$679.15

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	2.80	0.016	0.21%		2.76
Metro Water Reclamation Dist of Chicago	72.85	0.417	5.36%	0.17	68.12
Miscellaneous Taxes Total	75.65	0.433	5.57%	7.16	70.88
SCHOOL TAXES					
DuPage Comm College 502 Roselle Burr Rdg	56.42	0.323	4.15%		50.81
Hinsdale Twp High School District 86	338.55	1.938	24.91%		318.86
Community Consolidated SD 151 Burr Ridge	609.84	3.491	44.87%	8.38	583.04
Bond Assumed By D181 Annex	0.00	0.000	0.00%	15.89	0.00
School Taxes Total	1,004.81	5.752	73.93%		952.71
MUNICIPALITY/TOWNSHIP TAXES					
Hinsdale Library Fund	38.26	0.219	2.82%		36.45
Village of Hinsdale	84.72	0.485	6.23%	3.14	80.82
Lyons Mental Health	19.57	0.112	1.44%	30.92	18.96
Road & Bridge Lyons	8.39	0.048	0.62%		8.10
General Assistance Lyons	0.52	0.003	0.04%		0.55
Town of Lyons	11.68	0.068	0.87%		11.60
Municipality/Township Taxes Total	163.34	0.935	12.02%		156.48
COOK COUNTY TAXES					
Cook County Forest Preserve District	12.05	0.009	0.89%		11.60
Consolidated Elections	5.42	0.031	0.40%	0.34	0.00
County of Cook	48.03	0.275	3.52%		52.85
Cook County Public Safety	38.26	0.219	2.82%	20.78	33.32
Cook County Health Facilities	11.53	0.066	0.85%		11.60
Cook County Taxes Total	115.29	0.660	8.48%		109.37
Do not pay these totals)	1,359.09	7.780	100.00%		1,289.44

TAX CALCULATOR

Assessed Value	6,562	2013 Total Tax Before Exemptions	1,359.09
2013 Assessed Value	6,562	Homeowner's Exemption	.00
2013 State Equalization Factor X	2.6621	Senior Citizen Exemption	.00
2013 Equalized Assessed Value (EAV)	17,469	Senior Assessment Freeze Exemption	.00
2013 Local Tax Rate X	7.780%	2013 Total Tax After Exemptions	1,359.09
2013 Total Tax Before Exemptions	1,359.09	First Installment	709.19
		Second Installment +	649.90
		Total 2013 Tax (Payable In 2014)	1,359.09

IMPORTANT MESSAGES

- Thank you for your first installment payment of: \$709.19 on 03-03-14

PROPERTY LOCATION

739 PHILLIPPA ST
HINSDALE IL 60521 2444

MAILING ADDRESS

STATE BK COUNTRYSIDE T
801 PHILLIPPA ST
HINSDALE IL 60521-2446

DETACH & INCLUDE WITH PAYMENT