

UNOFFICIAL COPY



Doc#: 1618349001 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2016 09:32 AM Pg: 1 of 11

Property of Cook County Clerk's Office

RESTRICTIVE COVENANT AND AGREEMENT

This RESTRICTIVE COVENANT AND AGREEMENT ("Agreement") is being made and entered into this 10th day of June, 2016, by and between the Village of Hoffman Estates, a municipal corporation, with an address of 1900 Hassell Road, Hoffman Estates, IL 60169 (the "Grantor"), and Mario J. Giannone and Judith S. Giannone, 5021 Dukesbury, Hoffman Estates, IL 60010 (the "Grantees"), collectively, the "Parties", under the following circumstances:

1. Grantees are the owners of that certain real property and the improvements thereon located at 5021 Dukesbury Lane in Barrington, IL 60010, in Cook County (the "Property"), which Grantees acquired by Trustee's Deed recorded June 1, 1992 with the Cook County Recorder of Deeds as Document #92381702.

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2. This Agreement pertains solely to the Property described as follows:

LOT 18 IN BLOCK 7 IN HIGHLAND WOODS UNIT TWO, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON OCTOBER 5, 1978 AS DOCUMENT 24659080, IN COOK COUNTY, ILLINOIS.

PIN #02-18-319-018-0000

5021 Dukesbury Lane, Barrington, IL 60010

3. It is the Parties' express intention that this Agreement shall pertain to the Property and that going forward from the date of execution of this Agreement, the covenants made herein shall run with the land and be binding upon the Parties to this Agreement and each of them, and to all successors or owners in title of this Property (collectively, with Grantees, the "Owners").
4. The Property is subject to a prior existing Public Utility Easement in favor of the Village (the "Easement") on which there is located a 12" storm water drainage pipe that services the Property and other properties proximate or adjacent, all as depicted in the Survey Plat for the Property attached to this Agreement as Exhibit A (one page).
5. This Agreement and the covenants contained herein incorporate all of the terms and conditions of Grantees' request for permission from the Village and the Village's grant to Owners of a perpetual, non-exclusive license across the Easement for the purpose of constructing an 8' by 10' shed in the rear yard of the Property (the "Shed"), but strictly in conformance with the plans and specifications provided to the Village that are attached to this Agreement as Exhibit B (two pages) and no larger, and so long as all applicable fees have been paid to the Village in advance and all permits obtained from the Village prior to construction of the Shed, attached to this Agreement as Exhibit C (2 pages).

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6. In signing this Agreement, Grantees acknowledge and agree that this Agreement shall not give rise to any right of ownership belonging to Owners in the property on which the Village's Easement is located.
7. In signing this Agreement, Grantees further acknowledge and agree that the Easement shall otherwise be perpetually preserved and landscaped by Owners, and no other improvement thereon of any kind may be built by any Owner.
8. In signing this Agreement, Grantees further acknowledge and agree that it may become necessary from time to time for the Village to access its storm water drainage pipe located within the Easement or to place additional utilities within the Easement or to cause the Shed to be permanently removed from the Easement or for any other reason, and that in so doing, the Village shall have no liability for any resulting damage or loss that may occur to the Shed or its contents, and the Village shall have no obligation to reimburse any Owners therefor.
9. In entering into this Agreement, Grantees and their assigns and successors in title as Owners hereby further agree to defend, indemnify, hold harmless and release the Village, its officers, elected officials, agents and employees and Owners do hereby release the Village, from any and all liability for damage to the persons or to property occurring on, in or to the Village's Easement.
10. The Village shall record this Agreement with the Office of the Cook County Recorder of Deeds on Grantees' behalf and against the Property, and the County's recording fee will be invoiced by the Village and added to Grantees' next water utility services bill.
11. This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. If any provision(s) or portion(s) herein are declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision(s) or portion(s) shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. The rights, covenants, easements and licenses set forth in this Agreement are intended to and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by Owners of the Property, as the case may be.

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13. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing executed by Grantor and Owner(s), or their respective successors and assigns.

14. All notices required or permitted hereunder shall be in writing and deemed served upon any Owner or the Village upon hand delivery to such Owner or to the Village, or upon deposit in the United States mail, first class postage prepaid, or certified mail, return receipt requested, and addressed to such Owner at the Property and if to the Village, as follows:

If to Village: Village of Hoffman Estates
Attention: Village Manager
1900 Hassell Road
Hoffman Estates, IL 60619

And to: Village of Hoffman Estates
Attention: Village Clerk
1900 Hassell Road
Hoffman Estates, IL 60619

15. This Agreement represents the complete understanding of the Parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties or statements or agreements between the Parties as to the same.

16. No waiver of any provisions hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein.

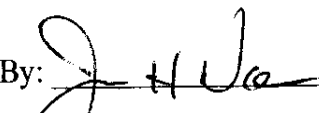
17. The Parties to this Agreement represent and warrant that the persons signing below have the corporate and/or individual authority to do so and are duly authorized to sign this Agreement without the joinder or approval of any other person.

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1. In the event of a dispute between the Parties regarding this Agreement, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.
2. Each of the three (3) Exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully stated herein.
3. This Agreement becomes effective upon execution by the Village.

VILLAGE OF HOFFMAN ESTATES,

Grantor


By: 


James H. Nollis

Name (Please Print)

Village Manager

Title

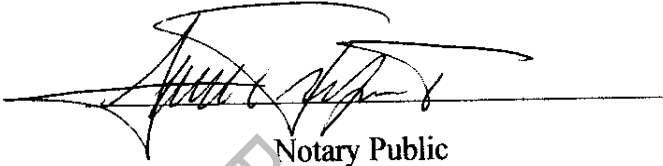

MARIO J. GIANNONE, Grantee


JUDITH S. GIANNONE, Grantee

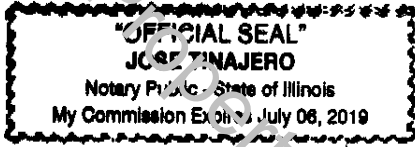
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Subscribed and sworn to before me this

10th day of June, 2016.



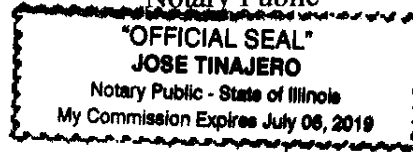
Notary Public



My Commission Expires: July 6, 2019



Notary Public



My Commission Expires: July 6, 2019

CLERK OF COOK COUNTY CLERK'S OFFICE

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AMERICAN SURVEY COMPANY



303 SOMERSET DRIVE
STREAMWOOD, ILL. 60107

SURVEY PLAT

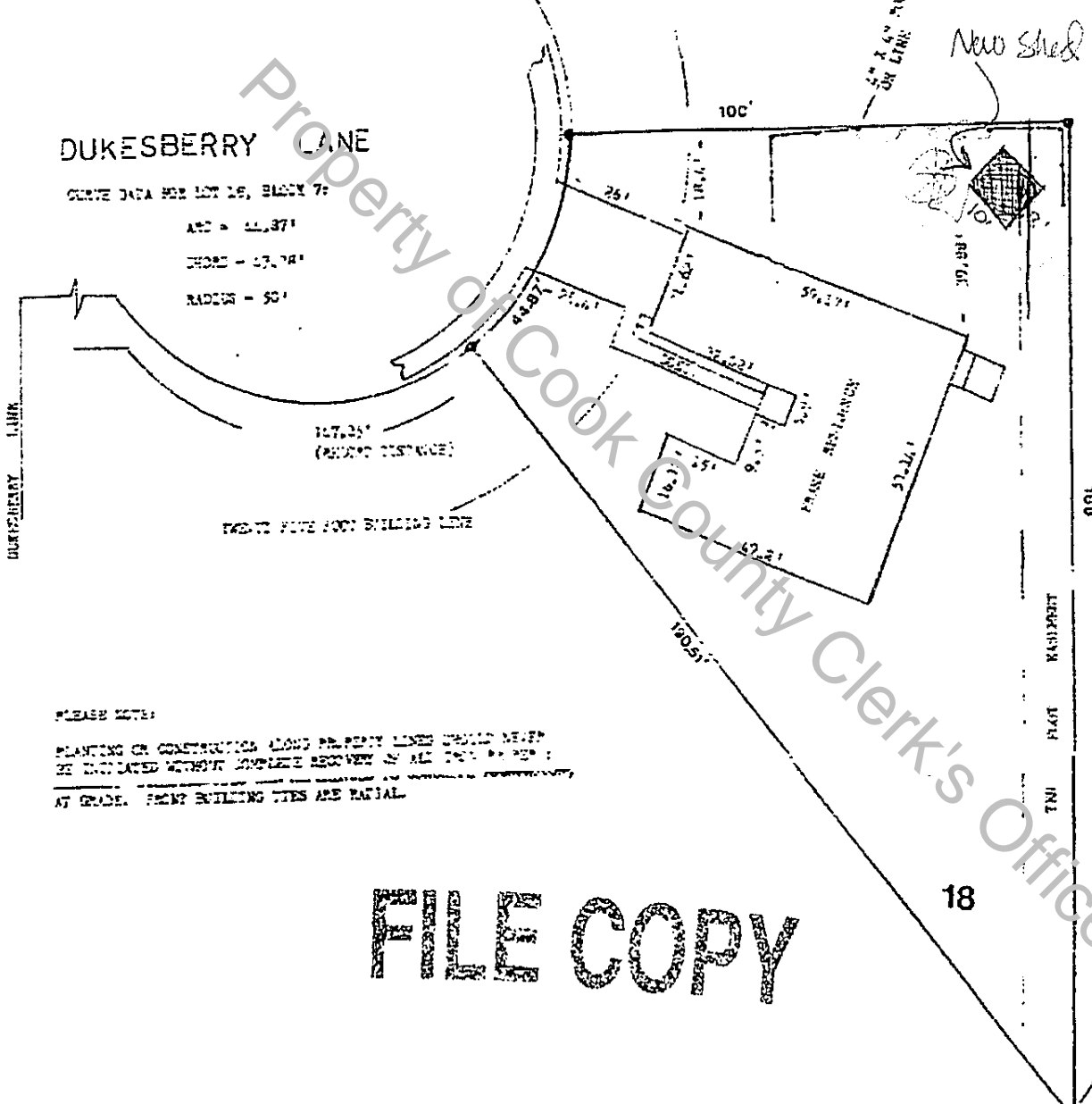
PHONE: 830-4328

OF

LOT 18 IN BLOCK 7 IN HIGHLAND HOME UNIT II, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REFERRED TO WITH THE RECORD OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 24, 1978 AS DOCUMENT 246598C.

ALSO KNOWN AS FULL DUKESBERRY CANE, BARRINGTON, ILLINOIS.

PLEASE NOTE: PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WOLFMAN SPRING, COOK COUNTY, ILLINOIS.



Shed may not be located in easement

DUKESBERRY CANE

CURVE DATA FOR LOT 18, BLOCK 7:

ARC = 111.37'
CHORD = 53.74'
RADIUS = 50'

127.35'
(ARC DISTANCE)

FRONT YOTE 700' BUILDING LINE

PLEASE NOTE:

PLANTING OR CONSTRUCTION ALONG PROPERTY LINES SHOULD BE MADE IN ACCORDANCE WITH THE ORDINANCES OF ALL CITY, COUNTY AND STATE GOVERNMENTS AS TO THE PLANTING OF TREES AND BUSHES AT GRADE. FRONT BUILDING LINES ARE RURAL.

FILE COPY

18

1/2" DIA. IRON ROD 9" BELOW GRADE IN ELEVATED GARDEN AREA, ABOUT 1.25' NORTH - NORTHEASTERLY OF OLIVE GREEN UTILITY PEDASTAL

SCALE: ONE INCH EQUALS: 20 FEET

ORDER NUMBER: 502

TITLE BOOK: PAGE: 1116

ORDERED BY: MR. ERNEST L. BARTO

PLEASE NOTE REFER TO ABSTRACT OR DEED OR BUILDING LINE RESTRICTIONS OR EASEMENTS NOT SHOWN ON SURVEY PLAT. COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY TO AMERICAN SURVEY COMPANY.

INDICATES BUILDING LINE

STATE OF ILLINOIS)
COUNTY OF COOK) ss

REGISTERED PROFESSIONAL LAND SURVEYOR

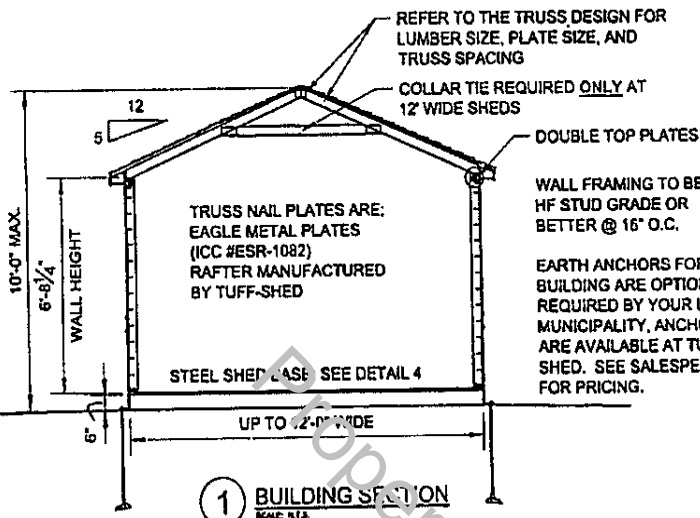
I, BRUCE F. SCHOLLER, REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO THE STANDARD SET AT 68 DEGREES FAHRENHEIT

STREAMWOOD, ILLINOIS JUL 1981 AD 18 52

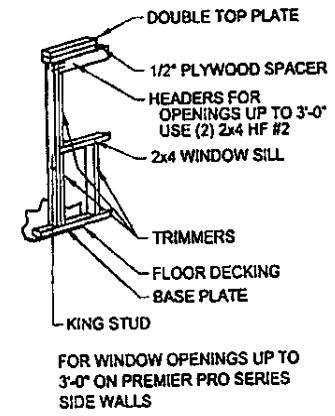
BY: *Bruce F. Scholler*
REGISTERED ILLINOIS LAND SURVEYOR NUMBER 2588.

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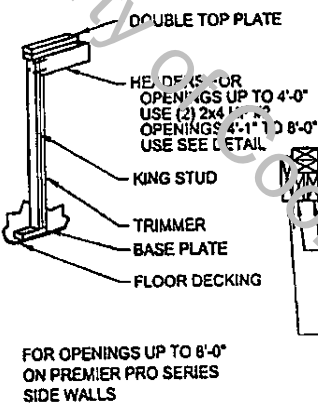
PPR SHED UP TO 12' WIDE x UP TO 24' LONG PREMIER PRO SERIES



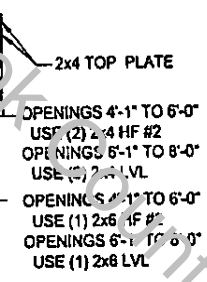
1 BUILDING SECTION
SCALE: N.T.S.



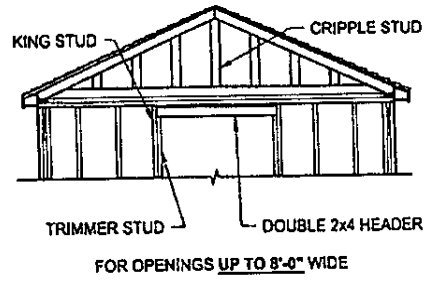
FOR WINDOW OPENINGS UP TO 3'-0" ON PREMIER PRO SERIES SIDE WALLS



FOR OPENINGS UP TO 8'-0" ON PREMIER PRO SERIES SIDE WALLS



OPENINGS 4'-1" TO 6'-0" USE (2) 2x4 HF #2
OPENINGS 6'-1" TO 8'-0" USE (2) 2x4 LVL
OPENINGS 4'-1" TO 6'-0" USE (1) 2x6 HF #2
OPENINGS 6'-1" TO 8'-0" USE (1) 2x8 LVL



FOR OPENINGS UP TO 8'-0" WIDE

2A WINDOW HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.

2B DOOR HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.

3 HEADER DETAIL FOR NON-LOAD BEARING WALLS
SCALE: N.T.S.

NOTES:

1. **BUILDING CODE:** 2009 IBC AND 2009 IRC
 2. **DESIGN LOADING:**
WIND SPEED & EXPOSURE: 90C
ROOF LIVE LOAD: 35 PSF
ROOF DEAD LOAD: 10 PSF
 3. FOR SHEDS WHICH OTHERWISE MEET THE PRESCRIPTIVE REQUIREMENTS OF THE 2009 IBC AND 2009 IRC ALL SHEDS CONSTRUCTED ACCORDING TO STANDARD CONVENTIONAL CONSTRUCTION METHODS.
- NAILING:**
- ROOF:**
ATTACH 7/16" SILVERCREST OSB SHEATHING TO TRUSSES WITH:
8d NAILS @ 6" O.C. AT EDGES
8d NAILS @ 12" O.C. IN FIELD
- WALLS:**
ATTACH 3/8" SMARTSIDE WITH FOIL BACKING TO WALL FRAMING WITH:
8d NAILS @ 6" O.C. AT EDGES.
8d NAILS @ 12" O.C. IN FIELD
- HEADER:**
ATTACH HEADER TO STUD WITH:
4-8d TOENAIL OR 4-16d END NAIL DOUBLED HEADER-16d @ 16" STAGGERED FACE NAIL

- #8 x 3" FLAT SELF-TAPPING SPACED @ 2'
- 3/4" APA OR RATED T&G FLOOR DECK
- 2' x 6" STEEL JOISTS @ 24" (600S137-05)
- #10 x 3/4" PA HEAD SELF-SCREWS (2)
- VENT HOLES
- OPTIONAL L BLOCKS
- 2' x 6" STEEL END (600T12)

1. STEEL SF 2' x 6"-16 2' x 6"-16 (SUPPLIE 600T125-)
2. 3/4" APA DECKING
3. FASTEN #8 x 1-5/8 NO BLOC JOISTS.
4. FASTEN OR TRAC @ 24" O.C.
5. ALLOW CONTIN AS SHOV
6. USE OPT BUILDING SUGGES BLOCKS

TUFF SHED
Storage Buildings & Garages
TUFF SHED, INC.

Order # _____
Customer: _____
Site Address: _____
Building Size: WIDTH x LENGTH x HEIGHT - SQ. FT. AREA

P.O. # _____
Drawn By: SJ
Date: 1/31/12
Checked By: _____
Date: _____
Scale: N.T.S.

THESE DRAWINGS AND THE DESIGN ARE THE PROPERTY OF TUFF SHED, INC. THESE DRAWINGS ARE FOR A BUILDING TO BE SUPPLIED AND BUILT BY TUFF SHED. ANY OTHER USE IS FORBIDDEN BY TUFF SHED INC & THE ENGINEER OF RECORD.

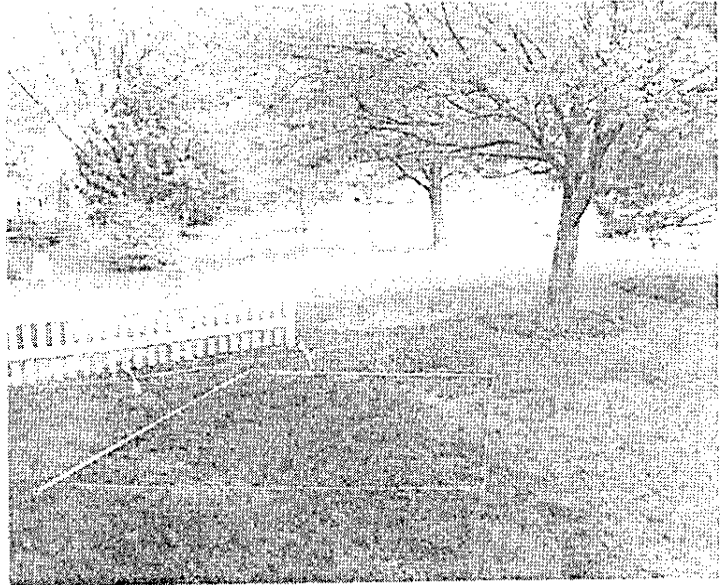
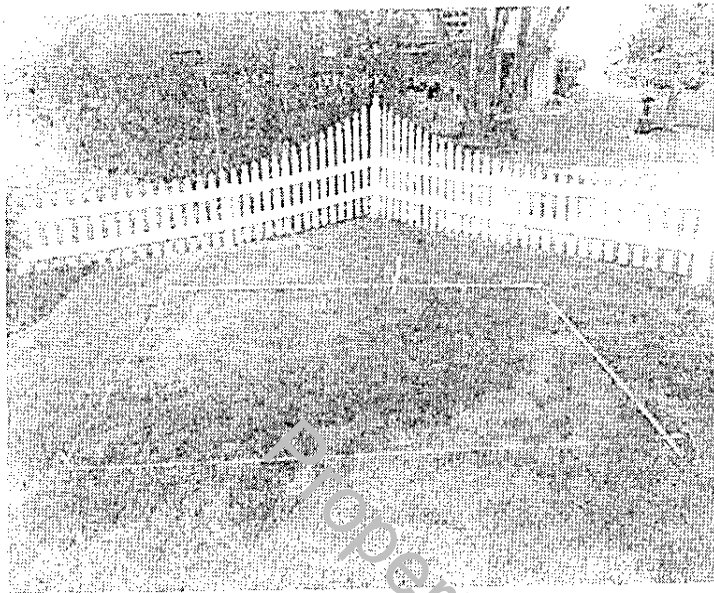
Property Clerk's Office

DRAWINGS BY:
TUFF SHED, INC

IN HOUSE DRAFTING DEPAR
1777 S. HARRISON STREET
DENVER, COLORADO 802
(303) 753-TUFF

TUFF SHED INC. ASSUMES ALL RESPONSIBILITY FOR THE CONTENT OF THESE DRAWINGS AND CONSTRUCTION OF THE BUILDINGS SHOWN!

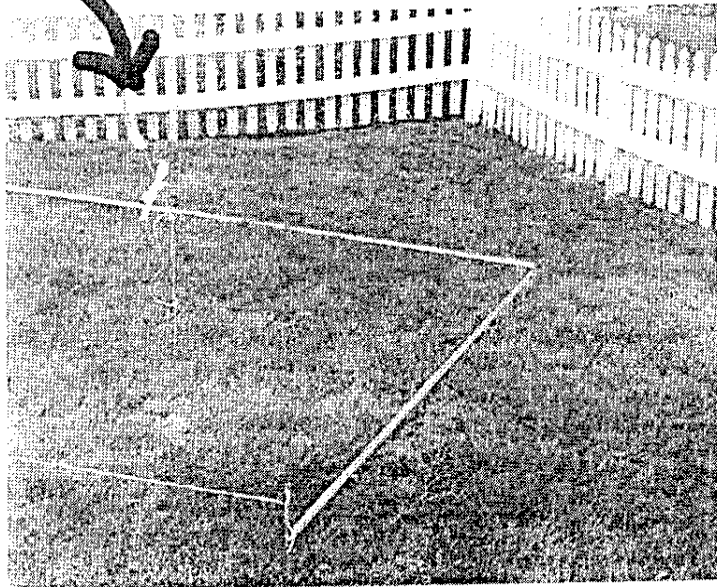
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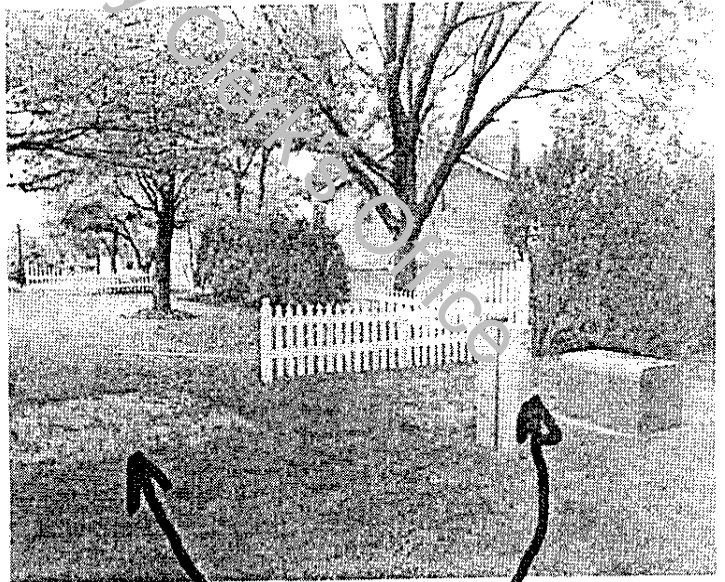
5021 Duesberry Lane

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10 foot easement line



Rear view looking into property



Right corner of shed
over a portion of easement
(nothing servicable underground)

Not allowed

New ComEd completed
underground wiring



Village of Hoffman Estates
Building Permit Application

PERMIT # 605026

PROPERTY ADDRESS: 5021 Dukerberry Lane

Village Use Only	Initials	Date
Permit Received	JM	5-14-16
Building Official Approval	JM	5-24-16
Applicant Notified/Card Complete	CF	5-24-16
Permit Issued	CF	5-24-16
Final Inspection Approved	CF	5-24-16

TOWNSHIP: 01B 02P 06H 07S

Please print all information
 Property Owner:

Applicant: Same as Property Owner - or complete below:

Name <u>MARIO GIANNONE</u>	Name
Company	Company
Address <u>5021 Dukerberry Lane</u>	Address
City, State, Zip <u>Barrington, IL 60010</u>	City, State, Zip
Phone <u>847-991-6621</u>	Phone
E-Mail <u>marzphotoinc@gmail.com</u>	E-Mail

PROJECT INFORMATION:

CONSTRUCTION COST (Required): \$3004.90

- Residential: Owner Occupied Rental
 Commercial: Business/Tenant Name _____

TYPE OF WORK TO BE PERFORMED: Shed

WORK TO BE PERFORMED BY (please complete all that apply):

OWNER/RESIDENT: As legal owner of the subject property I certify that I alone will perform all or part of the work listed on this permit and I assume full responsibility for meeting all applicable code requirements of the Village. I further acknowledge that use of a contractor for any portion of this work shall require such contractor to comply with Village License, Bond and Insurance requirements. Owner initials: _____

CONTRACTOR: All contractors must complete the following and have current License (L), Bond (B) and Insurance (I) documents approved by the Village to perform work in the Village of Hoffman Estates. Contractor requirements can be found at: www.hoffmanestates.org/permits

L	B	I	CONTRACTOR TYPE	NAME	ADDRESS	PHONE
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<u>Tuff Shed</u>	<u>1408 E. Northwest Hwy</u>	<u>847 704 1147</u>

Check box and attach additional page if more than two contractors are used

I hereby certify that I am authorized to make this application and that all information provided by me on or in conjunction with this application is true and accurate to the best of my knowledge. I understand that I will be responsible for correcting any deficiencies within this application and that I am the contact who will be notified when the review is complete. I agree to comply with all conditions required by the Village as part of the issuance of this permit.

APPLICANT SIGNATURE: Mario Giannone DATE: 5/14/16
 PRINT NAME & TITLE: MARIO GIANNONE OWNER PHONE: 847-991-6621

Call
 847-204-8685

Village Use Only	<input type="checkbox"/> Performance Deposit Required	<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> LOC	Amount: _____
BUILDING PERMIT FEE: <u>45.00</u>	Date Received: _____		
<input type="checkbox"/> Plan Sheet Attached	<input checked="" type="checkbox"/> Contractor(s) L B I Complete		
RECAPTURES & OTHER FEES: <u>PR 20.00</u>	<input checked="" type="checkbox"/> Conditions Signed		
TOTAL DUE: <u>65.00</u>	<input checked="" type="checkbox"/> Missing: _____		
PAYMENT TYPE <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Charge			

No error or omission in either the plans or application, whether said plans or application have been approved by the Building Official or not, shall permit or relieve applicant from constructing the work in any manner other than provided for by Village Ordinance.

\$65.00

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Village of Hoffman Estates
Building Permit Application
CONDITIONS OF PERMIT ISSUANCE

Sheds**FILE COPY**

PERMIT #: 16050261

A permit for the above-referenced project is hereby approved subject to the following conditions:

1. Shed shall be located as indicated on approved site plan and shall follow approved construction documents.
2. Location/Zoning:
 - a. Sheds may not be located in any easement.
 - b. Sheds must be located 3 feet from the rear and side property lines.
 - c. Sheds on corner lots must meet principal structure setbacks for the side yard that is adjacent to the street unless a 4 - 6 foot fence is installed, and then it may be located 15 feet from the side property line.
 - d. Sheds located less than 7 feet from the principal structure shall meet the principal structure setbacks and have a minimum 3 feet of separation from the principal structure.
 - e. Sheds must be located a minimum of 5 feet from any swimming pool.
 - f. Sheds may not be located in any front yard.
 - g. Sheds located less than 60 feet from the front property line are subject to the principal structure setbacks.
3. Height, Size, Etc.
 - a. Sheds may not exceed 12 feet in height.
 - b. Sheds may not exceed 150 square feet in size.
 - c. Maximum one shed is permitted per lot.
 - d. Sheds must be anchored per the manufacturer's specifications.
4. **A LOCATION/FOOTING INSPECTION IS REQUIRED PRIOR TO ERECTING THE SHED OR POURING CONCRETE. A FINAL INSPECTION IS REQUIRED UPON COMPLETION OF WORK. CALL CODE ENFORCEMENT AT 847-781-2631 TO SCHEDULE INSPECTION APPOINTMENTS. INSPECTIONS ARE ON A FIRST-COME FIRST-SERVED BASIS (NO SAME DAY INSPECTIONS WILL BE SCHEDULED).**

undersigned also acknowledges the following:

- The Village's Refuse Franchise Program with Groot Industries requires all permanent and temporary roll-off dumpsters must be provided by Groot. To purchase a dumpster contact 1-800-244-1917 or visit www.groot.com.
- There may be private covenants, conditions or restrictions on the property which control the improvements that may be made on the property. The owner is responsible to contact any Owner's Association (HOA, POA, etc.) prior to commencing work to ensure compliance with any private covenants.
- The Village, by issuance of a building permit has no power to and does not abrogate, vary, terminate, waive, or release any such covenants, conditions, and restrictions of record which may be applicable to the subject property.
- The Village of Hoffman Estates, its officials, agents and employees will not enforce private covenants nor directly supervise the performance of any work by a contractor as a consequence of the issuance of this permit.

agree to comply with all conditions required by the Village as part of the issuance of this permit.

APPLICANT'S SIGNATURE:

Mario Giannone

DATE:

5/27/16

PRINT NAME:

Mario Giannone