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THIS DOCUMENT
PREPARED BY, AND
AFTER RECORDING
RETURN TO:

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



1831917045

Doc# 1831917045 Fee \$46.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2018 03:18 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 AS-BUILT Topographic Survey dated 14/11/2016, prepared by Carabus Land Survey, INC

RECORDING FEE 46-

DATE 11/15/16

OK BY

COPIES 6x

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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:

Toussaint & Zakaria, LLC
Name (Printed Name of Legal Property Owners)
[Signature]
Signature
8/25/18
Date

VILLAGE OF HINSDALE

[Signature]
Village Manager: _____ Date

Subscribed and sworn to before me this 5th day of September, 2018

[Signature]
Notary Public
[SEAL]
KERRY L WARREN
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 10, 2019

COOK COUNTY CLERK'S OFFICE

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VILLAGE OF HINSDALE FOUNDED IN 1873

APPLICATION FOR IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

Name (Legal Property Owners): Lexic Tomislav A Zaklina
Please include deed or other proof of ownership

Signature: [Handwritten Signature]

Address of Owner: 711 Justina Hinsdale, IL 60521

Address of Property (if different): _____

Telephone Number : 630-415-6769 Cell Number: 708-554-3811

Permanent Index Number: 18-06-109-010-0000

Legal Description: ~~Residential~~
LOT 10 IN BLOCK 4 IN JEFFERSON GARDENS, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Name of Installing Company:
Address: 41 58th Street Clarendon Hills, IL 60514

Phone Number: 708-657-7310 Signature: [Handwritten Signature]

Date: 8/25/18

Type of Improvement to be Constructed:

Other: a lawn sprinkler system
Please provide plans describing the improvement

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2017 Second Installment Property Tax Bill - Cook County Electronic Bill

TOTAL PAYMENT DUE

\$0.00

By 10/01/2018

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
18-06-109-010-0000	077	21041	2017	(2018)	LYONS	2-78

IF PAYING LATE, PLEASE PAY	10/02/2018 - 11/01/2018 \$0.00	11/02/2018 - 12/01/2018 \$0.00	12/02/2018 - 01/01/2019 \$0.00	LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW
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TAXING DISTRICT BREAKDOWN

Taxing Districts	2017 Tax	2017 Rate	2017 %	Pension	2016 Tax
MISCELLANEOUS TAXES					
DuPage Water Commission Elmhurst	0.00	0.000	0.00%		0.00
Des Plaines Valley Mosq Abate Dist Lyons	41.70	0.015	0.23%	2.78	18.41
Metro Water Reclamation Dist of Chicago	1,117.62	0.402	6.17%	136.22	439.76
Miscellaneous Taxes Total	1,159.32	0.417	6.40%		458.17
SCHOOL TAXES					
DuPage Comm College 502 Roosevelt Burr Rdg	717.28	0.258	3.96%		339.03
Hinsdale Twp High School District 80	4,439.92	1.597	24.50%	125.10	2,102.41
Community Consolidated SD 181 Burr Ridge	8,037.44	2.891	44.35%	189.05	3,719.57
Bond Assumed By D181 Annex	0.00	0.000	0.00%		0.00
School Taxes Total	13,194.64	4.746	72.81%		6,161.01
MUNICIPALITY/TOWNSHIP TAXES					
Hinsdale Library Fund	480.97	0.173	2.65%	33.36	229.63
Village of Hinsdale	1,114.84	0.401	6.15%	239.09	531.83
Lyons Mental Health	250.21	0.090	1.38%		119.15
Road & Bridge Lyons	111.21	0.040	0.61%		50.91
General Assistance Lyons	0.00	0.000	0.00%		3.25
Town of Lyons	175.15	0.063	0.97%		72.57
Municipality/Township Taxes Total	2,132.38	0.767	11.76%		1,007.34
COOK COUNTY TAXES					
Cook County Forest Preserve District	172.37	0.062	0.95%	5.56	68.24
Consolidated Elections	86.18	0.031	0.48%		0.00
County of Cook	909.12	0.327	5.01%	305.81	342.29
Cook County Public Safety	303.04	0.109	1.67%		140.81
Cook County Health Facilities	166.81	0.060	0.92%		94.23
Cook County Taxes Total	1,637.52	0.589	9.03%		645.57
(Do not pay these totals)	18,123.86	6.519	100.00%		8,272.09

TAX CALCULATOR

2016 Assessed Value	39,674	2017 Total Tax Before Exemptions	18,775.76
2017 Property Value	972,140	Homeowner's Exemption	-651.90
2017 Assessment Level	X 10%	Senior Citizen Exemption	.00
2017 Assessed Value	97,214	Senior Freeze Exemption	.00
2017 State Equalizer	X 2.9627		
2017 Equalized Assessed Value (EAV)	288,016	2017 Total Tax After Exemptions	18,123.86
2017 Local Tax Rate	X 6.619%	First Installment	4,549.65
2017 Total Tax Before Exemptions	18,775.76	Second Installment +	13,574.21
		Total 2017 Tax (Payable in 2018)	18,123.86

IMPORTANT MESSAGES

PROPERTY LOCATION

711 JUSTINA ST
HINSDALE IL 60521 2424

MAILING ADDRESS

ZAKLINA LAKIC
711 JUSTNA
HINSDALE IL 60521-2424

*** Please see 2017 Second Installment Payment Coupon next page ***