

# UNOFFICIAL COPY

THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

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



Doc# 1831917047 Fee \$46.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2018 03:25 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): Stone columns

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 \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_.

RECORDING FEE 46-

DATE 11/15/18 COPIES 6x

OK BY RUISTO

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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:

JOSEPH + MARGARET LEAHY  
Name (Printed Name of Legal Property Owners)

VILLAGE OF HINSDALE

[Signature]  
Signature

[Signature]  
Village Manager

\_\_\_\_\_  
Date

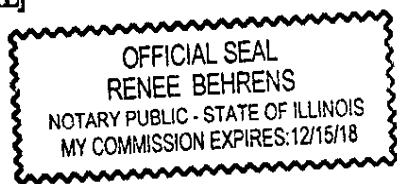
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 11<sup>th</sup> day of April 2018.

[Signature]

Notary Public

[SEAL]



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VILLAGE OF HINSDALE

**APPLICATION FOR IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY**

Name (Legal Property Owners): JOSEPH + MARGARET LEAH-1  
Please include deed or other proof of ownership

Signature: [Handwritten Signature]

Address of Owner: 731 E 7th Street - Hinsdale IL

Address of Property (if different): same

Telephone Number: 708-287-6774 Cell Number: \_\_\_\_\_

Permanent Index Number: 18-07-300-019

Legal Description: Lot 12 in Block 1 in the Woodlands, Hinsdale, Illinois, being a subdivision of the Southwest Quarter of Section 7, Township 38 North, Range 12, East of the third principal meridian, excepting therefrom the West 1312.4 feet of the North 718.2 feet of said Southwest quarter, in Cook County, Illinois.

Name of Installing Company: JJ Hayden, Inc.

Address: P.O. Box 7004 - Woodstock IL 60095

Phone Number: 630-747-7446 Signature: [Handwritten Signature]

Date: 4/2/18

Type of Improvement to be Constructed: Driveway Apron / Flare and Stone Columns.

Other: see attached  
Please provide plans describing the improvement

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**TOTAL PAYMENT DUE**

**\$19,014.85**

**2017 First Installment Property Tax Bill**

By 03/01/18 (on time)

Property Index Number (PIN) 18-07-300-019-0000    Volume 078    Code 21264    Tax Year (Payable In) 2017 (2018)    Township LYONS    Classification 2-09

IF PAYING LATE, PLEASE PAY    03/02/18-04/01/18 \$19,300.07    04/02/18-05/01/18 \$19,585.29    05/02/18-06/01/18 \$19,870.51    **LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW**

**TAXING DISTRICT DEBT AND FINANCIAL DATA**

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
Dupage Water Commission Elmhurst	\$27,478,537	\$15,337,971	\$289,059	98.12%
Des Plaines Valley Mosq Abat Dist Lyons	\$31,092	\$2,855,845	-\$31,092	101.09%
Metro Water Reclamation Dist of Chicago	\$3,426,792,000	\$2,646,412,000	\$1,210,430,000	54.26%
Dupage Comm College 502 (Roselle)	\$290,844,584	\$11,894,865	\$11,894,865	00.00%
Hinsdale Township High School Dist 86	\$37,875,170	\$56,717,883	\$16,249,439	71.35%
Comm Consolidated SD 181 (Burr Ridge)	\$70,282,909	\$30,651,148	\$10,803,013	64.75%
Village of Hinsdale	\$35,584,141	\$111,684,480	\$33,715,824	69.81%
Town of Lyons	\$9,563,820	\$6,193,994	\$6,193,994	00.00%
Cook County Forest Preserve District	\$225,066,355	\$483,567,655	\$292,365,257	39.54%
County of Cook	\$6,147,298,640	\$26,097,192,397	\$17,454,148,122	33.12%
<b>Total</b>	<b>\$10,276,817,052</b>	<b>\$29,462,508,238</b>	<b>\$19,036,058,481</b>	

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](http://cookcountytreasurer.com).

**PAY YOUR TAXES ONLINE**  
at [cookcountytreasurer.com](http://cookcountytreasurer.com) from your bank account or credit card today

**IMPORTANT MESSAGES**

Pay this bill at [cookcountytreasurer.com](http://cookcountytreasurer.com).

**TAX CALCULATOR**

2016 TOTAL TAX 34,572.45  
 2017 ESTIMATE X 55%  
 2017 1st INSTALLMENT = 19,014.85

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

**PROPERTY LOCATION**

731 E 7TH ST  
HINSDALE IL 60521

**MAILING ADDRESS**

JOSEPH A LEAHY  
731 E 7TH ST  
HINSDALE IL 60521-4873

DETACH & INCLUDE WITH PAYMENT

