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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# 1831917848 Fee \$48.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2018 03:28 PM PG: 1 OF 6

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 Roberts Landscape Plan, dated _____, prepared by James Martin Associates.

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RECORDING FEE

DATE 11/15/18

OK BY

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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:

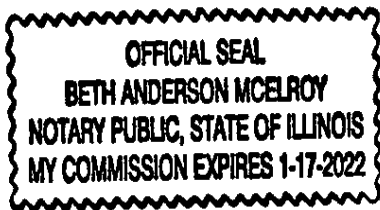
Kevin Roberts
Name (Printed Name of Legal Property Owners)
[Signature]
Signature 7-6-18
Date

VILLAGE OF HINSDALE
[Signature]
Village Manager Date

Subscribed and sworn to before me this 6th day of July

[Signature]
Notary Public

[SEAL]



Property of Cook County Clerk's Office

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VILLAGE OF HINSDALE FOUNDED IN 1973

APPLICATION FOR IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

Name (Legal Property Owners): Kevin Roberts
Please include deed or other proof of ownership

Signature: [Handwritten Signature]

Address of Owner: 620 WOODSIDE AVENUE

Address of Property (if different): _____

Telephone Number : _____ Cell Number: 949-279-9905

Permanent Index Number: 18-07-115-029

Legal Description: SEE ATTACHED

Name of Installing Company: JAMES MARTIN ASSOCIATES, INC.

Address: 59 EAST U.S. HWY 45, VERNON HILLS IL 60061

Phone Number: 847 876 8009 Signature: [Handwritten Signature]

Date: _____

Type of Improvement to be Constructed: WIDEN ~~SOB~~ DRIVEWAY CURB CUTS
ASPHALT DRIVEWAY WITH BRICK
PAVER BANDING

Other: _____
Please provide plans describing the improvement

PROPERTY OF COOK COUNTY CLERK'S OFFICE

17042845

UNOFFICIAL COPY**BOUNDARY SURVEY****COOK COUNTY**

PARCEL 1: THAT PART OF LOT 1 IN LOT 4 IN HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1891 AS DOCUMENT NUMBER 1569674 IN BOOK 51 OF PLATS PAGE 41 IN COOK COUNTY, ILLINOIS, LYING EASTERLY OF A LINE EXTENDED FROM A POINT IN THE SOUTH LINE OF SAID LOT 1 THAT IS 163 FEET NORTHEAST OF THE SOUTHWEST CORNER OF SAID LOT 1 (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 1) AND THROUGH A POINT IN THE SOUTHERLY LINE OF WOODSIDE AVENUE THAT IS THE POINT OF INTERSECTION OF A LINE THAT IS 185 EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE WESTERLY LINE OF SAID LOT 1 WITH THE SOUTHERLY LINE OF SAID WOODSIDE AVENUE AND LYING WESTERLY OF A LINE THAT IS 275 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE WESTERLY LINE OF SAID LOT 1 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 1 (EXCEPT THE WEST 275 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE) IN BLOCK 4 IN HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1891 AS DOCUMENT NUMBER 1569674 IN BLOCK 51 OF PLATS PAGE 41 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT FOR A POINT OF BEGINNING, THENCE EASTERLY A DISTANCE OF 50 FEET ON THE SOUTH LINE OF WOODSIDE AVENUE THENCE SOUTH ON A STRAIGHT LINE TO A POINT ON THE WESTERLY LINE OF ABOVE DESCRIBED TRACT 75 FEET SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID TRACT THENCE NORTHWESTERLY 75 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

TOTAL PAYMENT DUE**\$30,820.10**

BY 08/01/17 (on time)

2016 Second Installment Property Tax Bill

Property Index Number (PIN) 18-07-115-029-0000 Volume 078 Code 21264 Tax Year (Payable In) 2016 (2017)

Township
LYONSClassification
2-09**IF PAYING LATE,
PLEASE PAY**08/02/17 -09/01/17
\$31,282.4009/02/17-10/01/17
\$31,744.7010/02/17-11/01/17
\$32,207.00**LATE INTEREST IS 1.5% PER
MONTH, BY STATE LAW****TAXING-DISTRICT BREAKDOWN**

Taxing District	2016 Tax	2016 Rate	2016 %	Pension	2015 Tax
MISCELLANEOUS TAXES					
DuPage Water Commission Elmhurst	0.00	0.000	0.00%		0.00
Des Plaines Valley Mosq Abate Dist Lyons	94.08	0.017	0.21%	5.53	51.30
Metro Water Reclamation Dist of Chicago	2,246.96	0.406	5.05%	254.58	1,285.61
Miscellaneous Taxes Total	2,341.04	0.423	5.26%		1,336.91
SCHOOL TAXES					
DuPage Comm College 502 Roselle Burr Rdg 1	732.26	0.313	3.90%		938.55
Hinsdale Twp High School District 86	10,742.25	1.941	24.17%	315.46	5,842.58
Community Consolidated SD 101 Burr Ridge 19	005.10	3.434	42.75%	509.16	10,592.69
Bond Assumed By D181 Annex	0.00	0.000	0.00%		0.00
School Taxes Total	31,479.61	5.688	70.82%		17,373.82
MUNICIPALITY/TOWNSHIP TAXES					
Hinsdale Spec Serv Area 13	2,186.08	0.395	4.92%		1,243.36
Hinsdale Library Fund	1,173.29	0.212	2.64%	94.08	660.91
Village of Hinsdale	2,777.39	0.491	6.11%	702.86	1,478.75
Lyons Mental Health	608.78	0.110	1.37%		347.05
Road & Bridge Lyons	230.12	0.047	0.59%		147.88
General Assistance Lyons	16.60	0.003	0.04%		9.05
Town of Lyons	370.80	0.067	0.83%		211.25
Municipality/Township Taxes Total	7,333.06	1.325	16.50%		4,098.25
COOK COUNTY TAXES					
Cook County Forest Preserve District	348.67	0.063	0.78%	11.06	208.23
Consolidated Elections	0.00	0.000	0.00%		102.61
County of Cook	1,748.88	0.316	3.94%	547.90	872.16
Cook County Public Safety	719.47	0.130	1.62%		443.63
Cook County Health Facilities	481.49	0.087	1.08%		350.07
Cook County Taxes Total	3,298.51	0.596	7.42%		1,976.70
(Do not pay these totals)	44,452.22	8.032	100.00%		24,785.68

TAX CALCULATOR

2015 Assessed Value	113,092	2016 Total Tax Before Exemptions	44,452.22
2016 Property Value	1,974,310	Homeowner's Exemption	.00
2016 Assessment Level	X 10x	Senior Citizen Exemption	.00
2016 Assessed Value	197,431	Senior Freeze Exemption	.00
2016 State Equalizer	X 2.8032		
2016 Equalized Assessed Value (EAV)	553,439	2016 Total Tax After Exemptions	44,452.22
2016 Local Tax Rate	X 8.032%	First Installment	13,632.12
2016 Total Tax Before Exemptions	44,452.22	Second Installment +	30,820.10
		Total 2016 Tax (Payable In 2017)	44,452.22

IMPORTANT MESSAGES

- Thank you for your first installment payment of \$13,632.12 on 03-20-17

PROPERTY LOCATION620 WOODSIDE AVE
HINSDALE IL 60521 4756**MAILING ADDRESS**KEVIN ROBERTS
620 WOODSIDE AVE
HINSDALE IL 60521-4756**DETACH & INCLUDE WITH PAYMENT**