

# UNOFFICIAL COPY

THIS DOCUMENT  
PREPARED BY, AND  
AFTER RECORDING  
RETURN TO:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-8489



Doc# 2316557015 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/14/2023 12:16 PM PG: 1 OF 6

*This Space For Recorder's Use Only*

133 Springlake

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

RECORDING FEE \$ 88-  
 DATE 6/14/23 COPIES 0x  
 OK BY Rv15JD

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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:

WAYNE F ROSE POROD

Name (Printed Name of Legal Property Owners)

Wayne Porod Rose Porod  
Signature

Date  
4/26/2022

VILLAGE OF HINSDALE

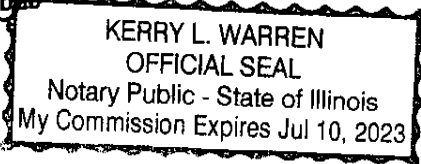
Kathleen G. Gargano

Village Manager: Date

Subscribed and sworn to before me this 26th day of April, 2022

Kerry L. Warren  
Notary Public

[SEAL]



DeKalb County Clerk's Office

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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.

# UNOFFICIAL COPY Exhibit

See



**VILLAGE OF HINSDALE** FOUNDED IN 1837

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

Name (Legal Property Owners): WAYNE & ROSE POROD  
Please include deed or other proof of ownership

Signature: Wayne Porod Roseanne Porod

Address of Owner: 133 SPRINGLAKE AVENUE

Address of Property (if different): \_\_\_\_\_

Telephone Number : 708-267-2912 Cell Number: 708-280-8418

Permanent Index Number: 18-07-108-033-0000

Legal Description: Lot 1 in Bruckers Resubdivision of Lots 7, 8 & 9 (EXCEPT the North 68 feet thereof) in Block 8 in Highland A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Name of Installing Company: Dr. Sprinkler Irrigation

Address: 4014 Center Ave LYONS, IL 60534

Phone Number: 773 707-9839 Signature: [Signature]

Date: 4-26-22

Type of Improvement to be Constructed: Underground Irrigation

Other: \_\_\_\_\_  
Please provide plans describing the improvement

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MAIN2 422088 M

## TOTAL PAYMENT DUE

## 2020 Second Installment Property Tax Bill

# \$ 6,929.27

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
18-07-108-033-0000	078	21041	2020	2021	LYONS	2-78

By 10/01/21 (on time)

<b>IF PAYING LATE, PLEASE PAY</b>	10/02/21 - 11/01/21 <b>\$7,033.21</b>	OR 11/02/21 - 12/01/21 <b>\$7,137.15</b>	OR 12/02/21 - 01/01/22 <b>\$7,241.09</b>
	<b>LATE INTEREST IS 1.5% PER MONTH, BY STATE LAW</b>		

### TAXING DISTRICT BREAKDOWN

Taxing District	2020 Tax	2020 Rate	2020 %	Pension	2019 Tax
<b>MISCELLANEOUS TAXES</b>					
Des Plaines Valley Mosq Abate Dist Lyons	27.78	0.012	0.18%		30.32
Metro Water Reclamation Dist of Chicago	874.96	0.378	5.64%	97.21	842.38
DuPage Water Commission Elmhurst	0.00	0.000	0.00%		0.00
<b>Miscellaneous Taxes Total</b>	<b>902.74</b>	<b>0.390</b>	<b>5.82%</b>		<b>872.70</b>
<b>SCHOOL TAXES</b>					
DuPage Comm Col 502 Roselle Burr Rd	525.44	0.227	3.39%		528.38
Hinsdale Twp High School District 86	4,485.91	1.938	28.90%	129.62	4,307.18
Comm Consolidated SD 181 Burr Ridge	6,589.98	2.847	42.46%	157.40	6,901.45
Bond Assumed By D181 Annex	0.00	0.000	0.00%		0.00
<b>School Taxes Total</b>	<b>11,601.33</b>	<b>5.012</b>	<b>74.75%</b>		<b>11,737.01</b>
<b>MUNICIPALITY/TOWNSHIP TAXES</b>					
Hinsdale Library Fund	439.79	0.190	2.83%	30.09	422.27
Village of Hinsdale	1,025.42	0.443	6.61%	233.78	983.14
Lyons Mental Health	185.18	0.080	1.19%		201.39
Road & Bridge Lyons	83.33	0.036	0.54%		88.79
General Assistance Lyons	6.94	0.003	0.04%		8.66
Town of Lyons	92.59	0.040	0.60%		129.93
<b>Municipality/Township Taxes Total</b>	<b>1,833.25</b>	<b>0.792</b>	<b>11.81%</b>		<b>1,834.18</b>
<b>COOK COUNTY TAXES</b>					
Cook County Forest Preserve District	134.25	0.055	0.87%	4.62	127.76
Consolidated Elections	0.00	0.000	0.00%		64.97
County of Cook	629.60	0.272	4.05%	201.37	595.50
Cook County Public Safety	305.54	0.132	1.97%		290.18
Cook County Health Facilities	113.42	0.049	0.73%		97.45
<b>Cook County Taxes Total</b>	<b>1,182.81</b>	<b>0.511</b>	<b>7.62%</b>		<b>1,175.86</b>
<b>(Do not pay these totals)</b>	<b>15,520.13</b>	<b>6.705</b>	<b>100.00%</b>		<b>15,619.75</b>

### TAX CALCULATOR

2019 Assessed Value	77,692	2020 Total Tax Before Exemptions	16,190.63
2020 Property Value	749,120	Homeowner's Exemption	-670.50
2020 Assessment Level X	10%	Senior Citizen Exemption	.00
2020 Assessed Value	74,912	Senior Freeze Exemption	.00
2020 State Equalizer X	3.2234		
2020 Equalized Assessed Value (EAV)	241,471	2020 Total Tax After Exemptions	15,520.13
2020 Local Tax Rate X	6.705%	First Installment	8,590.86
2020 Total Tax Before Exemptions	16,190.63	Second Installment +	6,929.27
		<b>Total 2020 Tax (Payable in 2021)</b>	<b>15,520.13</b>

### IMPORTANT MESSAGES

#### PROPERTY LOCATION

133 SPRINGLAKE AVE  
HINSDALE IL 60521 4749

#### MAILING ADDRESS

W & R POROD  
133 SPRINGLAKE AVE  
HINSDALE IL 60521-4749

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Michael A. Marrs, being duly sworn, state that I have access to the copies of the attached (print name above)

document(s), for which I am listing the type(s) of document(s) below:

Restrictive Covenant for Construction of an Improvement In the Public Right-of-Way

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Wayne + Rose Porod (print name(s) of executor/grantor)

Kathleen A. Gargano, Village Manager (print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Village Attorney

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Michael A. Marrs Affiant's Signature Above

June 9, 2023 Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

June 9, 2023 Date Document Subscribed & Sworn Before Me

Carol Ann Pinkston Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage page. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.