

# UNOFFICIAL COPY

**THIS DOCUMENT WAS PREPARED BY:**

Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606  
Michael A. Marrs, Esq.



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/20/2005 03:27 PM Pg: 1 of 3

**AFTER RECORDING RETURN TO:**

Cook County: Recorders Box 324 (MAM)

Will County:  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attn: Michael A. Marrs

[The above space for recording purposes]

## RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

RE: Proposed Public Right-of-Way use for brick paver/decorative concrete/asphalt driveway approach/brick mailboxes/lawn sprinkler head /decorative landscaping and/or proposed easement encroachment for pool/deck/fence/shed/retaining wall/patio and/or service walk.

I/We, Michael & Holly Nigohosian, represent that we are the legal owners of real property commonly known as:

17978 Semmler Drive, Tinley Park, Illinois 60477.  
Insert property address

PIN(S) #: 27 - 35 - 311 - 013 - 0000

(Survey of property containing legal description of said property is attached and made a part hereof as "EXHIBIT A")

I/We are undertaking the following Project at the above stated Property that will encroach on the Public Right-of-Way:

Project: sprinkler system

I/We understand that the Village Code does not allow for the construction of a driveway in the public right-of-way surfaced with any material other than concrete or asphalt. I/We agree that the driveway to be constructed in the public right-of-way at the above address out of brick paver/decorative concrete/embossed or colored asphalt will be my responsibility to maintain, repair, and replace if necessary, due to any damage by the Village or other public agencies, or due to normal wear and tear.

I/We further understand that, on streets without curbs, the decorative drive must end no less than two feet from the edge of existing pavement.

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I/We understand that the Village will allow the construction of a pool/deck/fence/shed/retaining wall/patio and/or service walk encroaching upon an easement to require the written permission of each utility affected by the subject construction.

I/We agree that the pool/deck/fence/shed/retaining wall/patio and/or service walk encroaching upon the easement at the above address, will be my responsibility to maintain, repair, and replace if necessary, due to any damage by the Village or other public agencies, or due to normal wear and tear.

I/We also understand Village Codes do not permit any obstructions in the Public Right-of-Way and that any lawn sprinkler systems, brick mailboxes, decorative landscaping placed upon the public right-of-way will be my responsibility to maintain, repair, and replace if necessary, due to any damage by the Village or other public agencies, or due to normal wear and tear.

I/We covenant and agree that all construction taking place on the Project will be in accordance with the Village Building Codes.

I/We also understand that as a condition of the Village of Tinley Park granting permission to utilize the public right-of-way abutting the Subject Property and/or easement encroachment for the aforesaid purposes, the undersigned owner(s) covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village of Tinley Park against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, on such uses being located in the public right-of-way and/or easement encroachment and/or from acts or omissions by the undersigned owner, its contractors, sub contractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Subject Property and/or easement encroachment for the aforesaid purposes.

I/We understand that the terms and conditions contained herein apply uniquely to the Public Right-of-Way and Easements of the property at the above address as legally described in Exhibit A and it is the intent of myself and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent purchasers.

This document shall be notarized and recorded with the Cook/Will County Recorder of Deeds.

**NOTE: ALL OWNERS MUST SIGN**

M. Hughes  
Homeowner Signature

H. Nigohosian  
Homeowner Signature (more than one)

Date: 7/25/05

Date: 7/25/05

NOTARY: STATE OF ILLINOIS, COUNTY OF COOK ) SS

I, GAIL E. BARTHEL, a Notary Public in Cook/Will County, in the State of Illinois, do hereby certify that MICHAEL + HOLLY NIGOHOSIAN, is/are personally known to me to be the same person(s) whose name(s) is/are here subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed, and delivered said Instrument as his/her/their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this 25 day of JULY, 2005.

Notary Signature: Gail E. Barthel

[SEAL]



