

THIS DOCUMENT WAS PREPARED BY:

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

## **AFTER RECORDING RETURN TO:**

Cook County: Recorders Box 324 (MAM)

- -- Will County: --
- -Kloin Trieri e & Jenkins, Ltd.
- 20 North Wasker Drive, Suite 1669 -
- Chicago, IL 60306-
- -Attn: Michael ... it arrs

Doc#: 0526641164 Fee: \$28.00

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 09/23/2005 03:55 PM Pg: 1 of 3

[The above space for recording purposes]

## RIGHT-OF-WAY ENCROPCHMENT WAIVER AND AGREEMENT

I/We,	HOMAS LUKOSE + SUJA LUKOSE, represent that we are the legal
	real property commonly known as:
	7985 SEMMLER DR, Tinley, Park, Illinois 60477.
	erty address
PIN(S)	27-35-313-033-0000
(Surve	f property containing legal description of said property is attached and made a part hereof
1/1/1-	undertaking the following Project at the above stated Property that will encroach on the
	ght-of-Way:

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.

<sup>⁻</sup>0526641164 Page: 2 of 3

## **UNOFFICIAL COPY**

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 \*!/a; as a condition of the Village of Tinley Park granting permission to utilize the public right-of-way abuting 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 vinatever 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 combined 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/Vill County Recorder of Deeds.

<u>NOTE: ALL OWNERS MUST SIGN</u>	
x Olfom Cuis	M Rya Lynnso
Homeowner Signature	Homeowner Signature (if more than one)
Date: Staples	Date: 8/29/05
NOTARY: STATE OF ILLINOIS, COUNTY OF	
1,9/ATTOUR A SMOTH	, a Notary Public in Cook/Will County, in the
State of Illinois, do hereby certify that SUTATIV	umasukuse )Thomas Lukose, 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	
signed, sealed, and delivered said instrument as his/	her/their free and voluntary act for the uses and
purposes thereft set forth. Given under my	hand and notarial seal this day of
Notary Signature:	
[SEAL]	
@PFDesktop\::ODMA/MHODMA/CH2KDC01;iManage;154262;1	

OFFICIAL SEAL
KATHR', N A SMITH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/06/07

0526641164 Page: 3 of 3

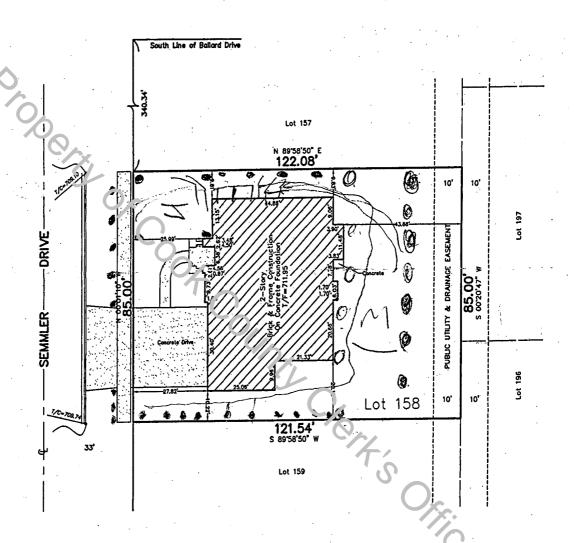
EDMUND M. BURKE ENGINEERING, LTD.
4101 Flossmoor Road, Country Club Hills, Illinois 60478
Phone: (708) 799-1000 Fax: (708) 799-1222



Lot 158 in TOWN POINTE SINGLE FAMILY UNIT 4, being a subdivision of part of the Southwest 1/4 of Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 17985 Semmler Drive Tinley Park, illinois

Area of Lot: 10,354 Square Feet or 0.24± Acres (Area Information Requested by Client)



Lot not restaked at client request

Ve, EDMUND M. BURKE ENGINEERING, LTD., Professional Design Tim Number 184001799, do heroby certify that a land survey has seen made under our supervision of the above described property nd that the plat hereon drawnf is a representation of said survey, istances are shown in feet and declinal parts thereof. No limensions should be assumed by scale.

he information contained on this plat is designed for the sole eneith of the Owner/Client. We assume no liability whatsoever or the unauthorized use or rause of this document.

Date: August 25, 2003 Country Club Hills, Illinois Date: August 25, 20

MULLIA SWILL

LINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002182

DONALD R. SMITH

© Edmund M. Burke Engineering, Ltd., 2003

OF ILLINO

05-16-05 Located Building & Improvments

ORDERED BY:

Hartz Construction

SCALE: 1" = 20' ORDER No. 94-170-158