

THIS DOCUMENT WAS PREPARED

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

AFTER RECORDING RETURN TO:



Will County: Klein Thor, e & Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, IL 60600 Attn: Michael A. Mans

Doc#: 0533342225 Fee: \$28.00 Eugene "Gene" Moore Cook County Recorder of Deeds

Date: 11/29/2005 02:50 PM Pg: 1 of 3

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

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

IWe, MARIS A. BEAR MARIE BOAR	, represent that we are the legal
owners of real property commonly known as:	
17930 SEMMLER DY. insert property address	Tinley, Park, Illinois 60477.
PIN(S) #: 27-35 - 311 - 009-0000	'Ś
(Survey of property containing legal description of said as <u>"EXHIBIT A"</u>)	d property is attached and made a part hereof
I/We are undertaking the following Project at the above Public Right-of-Way:	ve stated Property that will encroach on the
Project: BRICK PAVERS	
Phase .	•

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 of 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 over of some 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 con unction with the use of the public right-of-way abutting the Subject Property and/or easement encroach nent 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 very Recorder of Deeds.

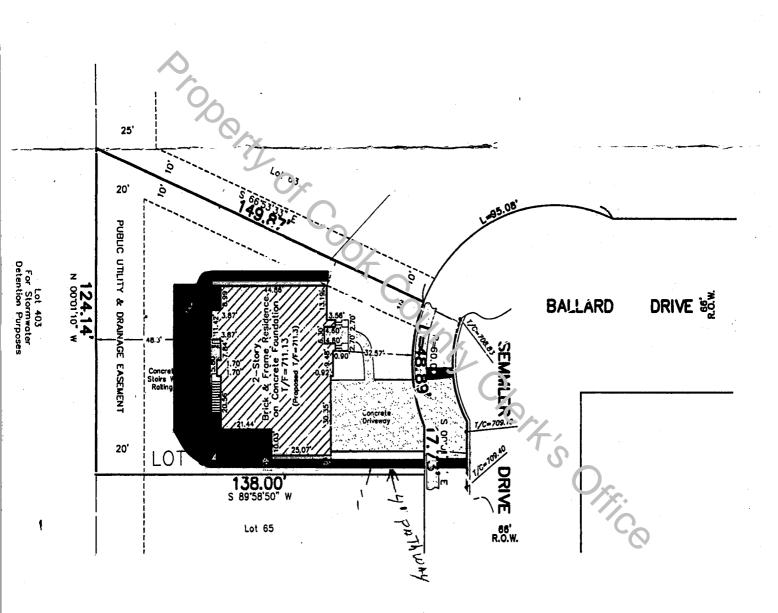
•	
NOTE: ALL OWNERS MUST SIGN	4
Gua: C, By 10/6/2005 Homeowner Signature	Marie Bear
oignature	Homeowner Signature (if more than one)
Date: 10/06/05	Date: 10/06/05
NOTARY: STATE OF ILLINOIS, COUNTY OF COO	<u> </u> <_)ss
State of Illinois, do hereby certify that Mario personally known to me to be the same person(s)	a Notary Public in Cook/Will County, in the
State of Illinois, do hereby certify that Maria	A RODE + Maria Rosa island
personally known to me to be the	H. DEHR + ITIURIE DEFILE, ISTAILE
iologomy 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 neterial seal this and day of
	nand and notarial seal this 60 day of
Notary Signature: Makey J. Hoad	
[SEAL]	"OFFICIAL SEAL"
@PFDesktop\::ODMA/MHODMA/CH2KDC01;iManage:154262:1	Notary Public, State of William

Phone: (708) 799-1000 Fax: (708) 799-1222

Lot 64 in TOVN POLITE STYGLE TAITLY UNIT A Leing subdivision of part of the Southwest 1/4 of Section 35, Township 30 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tiriley Park, Illinois

rea of Lot: 12,903 Square Feet or 0.30± Acres (Area Information Requested by Client)



NOTE: LOT NOT RESTAKED PER CLIENT REQUEST.

SUBJECT TO PUBLIC UTILITIES EASEMENT PER DOC.NO.0021316148

tate of Illinois) a.s.

s, EDMUND M. BURKE ENGINEERING, LTD., Professional Design im Number 184001799, do hereby certify that a land survey has sen made under our supervision of the above described property and that the plat hereon drawn is a representation of said survey. Istances are shown in feet and decimal parts thereof. No imensions should be assumed by scale.

he information contained on this plat is designed for the sole

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