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THIS DOCUMENT WAS PREPARED BY:

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



Doc#: 0827329072 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/29/2008 02:40 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 heads/decorative landscaping and/or proposed easement encroachment for pool/deck/fence/shed/retaining wall/patio and/or service walk.

I/We, Larry Sisk, as owner of Vest Historic Property (insert business name) represent that Vest Historic Property, LLC is the legal owner of real property commonly known as:

6811 Hickory Street Tinley Park, IL 60477, Tinley Park, Illinois 60477.
insert property address

✓ PIN(S) #: 28-30-314-132-0000
(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: Driveway Enclosure

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.

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.

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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.

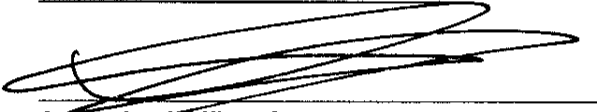
I/We covenant and agree that all construction taking place on the Project will be in accordance with the Village Building Codes.

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: THE UNDERSIGNED OFFICER(S) CERTIFY THAT THEY HAVE THE AUTHORITY TO BIND THE OWNER/BUSINESS HEREIN.



Authorized Officer Signature

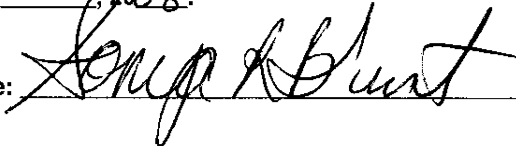
Authorized Officer Signature (if more than one)

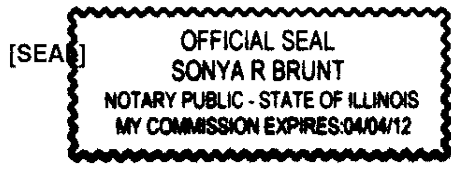
Date: 8/25/08

Date: _____

NOTARY: STATE OF ILLINOIS, COUNTY OF Cook) SS

I, the undersigned, a Notary Public in Cook/Will County, in the State of Illinois, do hereby certify that Harry SBK, is/are personally known to me to be the owner and of Vogt Historic Prop, a ILLINOIS Corporation (the "Corporation"), and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, respectively, of the Corporation, they signed and delivered this instrument and caused the seal of the Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation, and as their free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth. Given under my hand and notarial seal this 25th day of August, 2008.

Notary Signature: 



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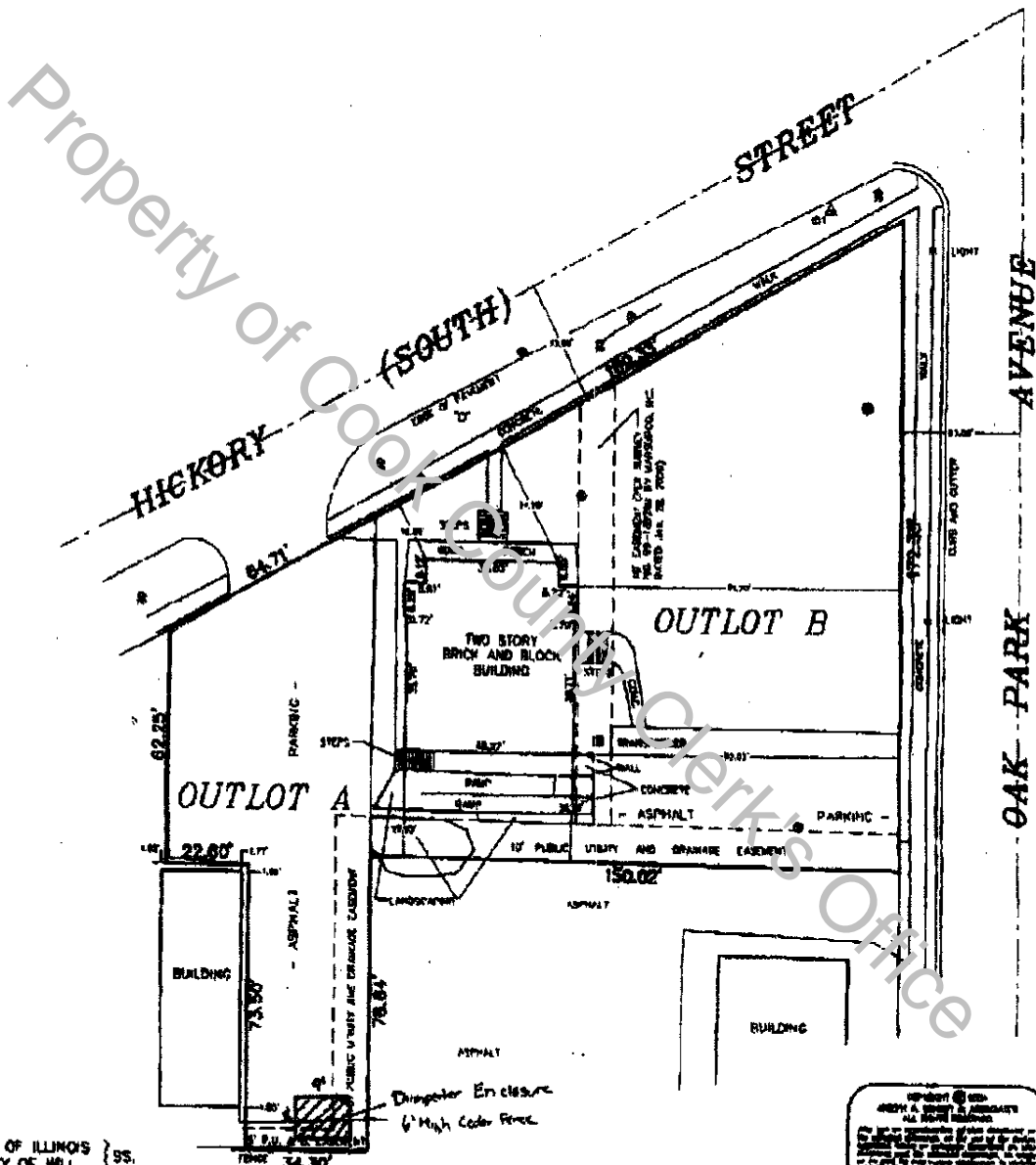


19350 S. MARLEM AVENUE FRANKFORT, IL 60423
PHONE: 708-720-1000 FAX: 708-720-1085
e-mail: survey@jassung.com http://www.jassung.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

PLAT OF SURVEY

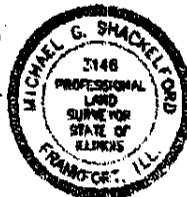
OUTLOTS 'A' AND 'B' IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987 AS DOCUMENT 87437808, EXCEPT THAT PART OF SAID OUTLOT A LYING WEST OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A: THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT A, 34.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 73.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 22.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 62.25 FEET TO THE NORTHERLY LINE OF SAID OUTLOT A, AND TERMINATING THERE, ALL IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS } 95.
COUNTY OF WILL

JOSEPH A. SCHUDT AND ASSOCIATES HEREBY CERTIFY THAT THEY HAVE SURVEYED THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS IN FEET AND DECIMAL PARTS THEREOF.

FRANKFORT, ILLINOIS JUNE 8, A.D. 2004
JOSEPH A. SCHUDT & ASSOCIATES (184-001172)



ORDERED BY: BANK FINANCIAL
ORDER NO. 0405-005
ADDRESS: 6811 HICKORY STREET
SCALE: 1 INCH = 30 FEET

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3148 (exp. 11-30-04)

VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OR TITLE REPORT FOR EASEMENTS AND RESTRICTIONS.