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THIS DOCUMENT WAS PREPARED BY:

Village of Tinley Park
Building Department
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

Doc#: 2105555059 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/24/2021 10:03 AM Pg: 1 of 4

AFTER RECORDING RETURN TO:

Village of Tinley Park
Attn: Clerk's Office
16250 S. Oak Park Avenue
Tinley Park, IL 60477

[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, Lindsey & David Mikols, represent that I/we are the legal owner(s) ("Owner")

of real property commonly known as:

7520 162 Pl.

insert property address

, Tinley Park, Illinois 60477.

PIN(S): 27-24-208-023-0000

A document containing a legal description of said property is attached and made a part hereof as **"EXHIBIT A"**.

Owner is undertaking the following Project that will encroach on the Public Right-of-Way or easement for the benefit of Owner and the above-stated real property:

Project: new concrete driveway and garage

Owner understands and acknowledge 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. Owner agrees 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 the responsibility of the Owner 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.

Owner further understands and acknowledges 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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Owner understands and acknowledges 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.

Owner agrees and acknowledges that the pool/deck/fence/shed/retaining wall/patio and/or service walk encroaching upon the easement at the above address, will be the responsibility of Owner 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.

Owner also understands and acknowledges that 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 the responsibility of Owner 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.

Owner covenants and agrees that all construction taking place on the Project will be in accordance with the Village Building Codes.

Owner, as a condition of the Village of Tinley Park granting permission to utilize the Public Right-of-Way and/or easement encroachment for the aforesaid purposes, 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, relative to such uses being located in the Public Right-of-Way and/or easement encroachment and/or arising from acts or omissions by the Owner, his or her contractors, sub-contractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way and/or easement encroachment for the aforesaid purposes.

Owner understands that the terms and conditions contained herein apply uniquely to the Public Right-of-Way and easement on or adjacent to the benefitting real property at the above address as legally described in **Exhibit A** and it is the intent of Owner and the Village to have the terms and conditions of this instrument run with the benefitting real property legally described in **Exhibit A** and be binding on subsequent owners and purchasers of the benefitting real property.

This document shall be notarized and recorded with the Cook or Will County Recorder of Deeds, as applicable.

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NOTE: ALL OWNERS OF THE BENEFITTING REAL PROPERTY MUST SIGN

[Signature]
Owner Signature

[Signature]
Owner Signature (if more than one)

Date: 7-13-20

Date: 7/13/20

NOTARY: STATE OF ILLINOIS, COUNTY OF Cook, SS

I, LISA S BECK, a Notary Public in and for the County and State
aforesaid, do hereby certify that LINDSEY - DAVID MIKOLIS, is/are personally
known to me to be the same person(s) whose name(s) is/are here subscribed to the foregoing
instrument, and appeared before me this day in person and acknowledged that he/she/they signed
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 13 day of JULY, 2020.

Notary Signature: [Signature]

[SEAL]



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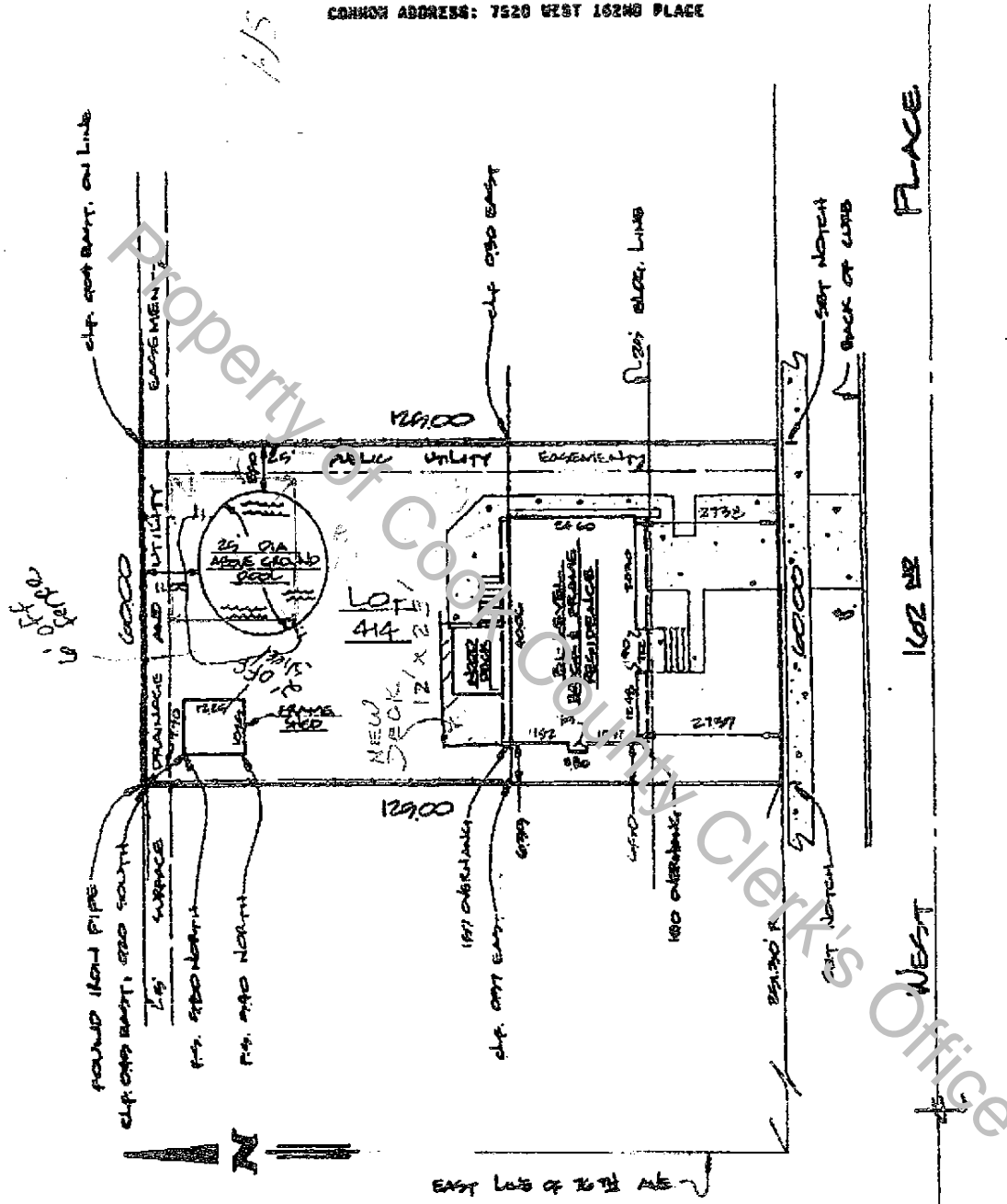
Russell Schowig, P.L.S. # 2445
William Schowig

Plat of Survey

LaGrange Park, Illinois 60525
Office (708) 352-1432
Fax (708) 352-1454

LOT 414 IN BREMEN TOWN ESTATES UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTH-WEST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 24; OF PART OF THE SOUTH-EAST 1/4 OF THE NORTH-WEST 1/4 OF SECTION 24; OF PART OF THE NORTH-WEST 1/4 OF THE SOUTH-EAST 1/4 OF SECTION 24; OF PART OF THE NORTH-EAST 1/4 OF THE SOUTH-WEST 1/4 OF SECTION 24; TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 7520 WEST 102ND PLACE



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT WAS NOT FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE BASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCE. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT PERMISSION OF SCHOWIG LAND SURVEYORS, LTD. THIS PLAT IS NOT TRANSFERABLE. ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES.

SURVEYED: MAY 24, 1993

BUILDING LOCATED: MAY 24, 1993

ORDERED BY: Mary Niago - Mc Nabafa

PLAT NUMBER: 980401

SCALE 1" = 20'

STATE OF ILLINOIS
COUNTY OF COOK

WE, SCHOWIG LAND SURVEYORS, LTD. AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HERON DRAWN AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

- LP - IRON PIPE
- CLP - CRASH LINK FENCE
- DL - DRASHING BASEMENT
- WF - WOOD FENCE
- P.U. - PUBLIC UTILITY BASEMENT
- BL - BUILDING LINE

Russell W. Schowig
PROFESSIONAL ILLINOIS LAND SURVEYOR