

# UNOFFICIAL COPY

Doc#. 2111601403 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/26/2021 01:12 PM Pg: 1 of 4

**THIS DOCUMENT WAS PREPARED BY:**

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

**AFTER RECORDING RETURN TO:**

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

[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, Dan & Kristen Harris, represent that I/we are the legal owner(s) ("Owner")

of real property commonly known as:

17729 Westbridge Rd, Tinley Park, Illinois 60487.  
insert property address

PIN(S): 27-35-111-014-0000

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: Sprinklers

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**

Daniel B Harris Jr.  
Owner Signature

Kristen Harris  
Owner Signature (if more than one)

Date: 10/20/2020

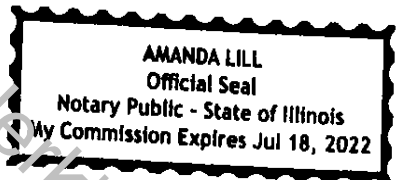
Date: 10/20/2020

NOTARY: STATE OF ILLINOIS, COUNTY OF Cook SS

I, Amanda Lill, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel Harris + Kristen Harris 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 20<sup>th</sup> day of October, 2020

Notary Signature: Amanda Lill

[SEAL]



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16144 E. BELL ROAD  
HOMER GLEN, ILLINOIS 60491

## KDC CONSULTANTS INC.

WWW.KDCCONSULTANTSINC.COM  
LAND PLANNING ENGINEERING LAND SURVEYING

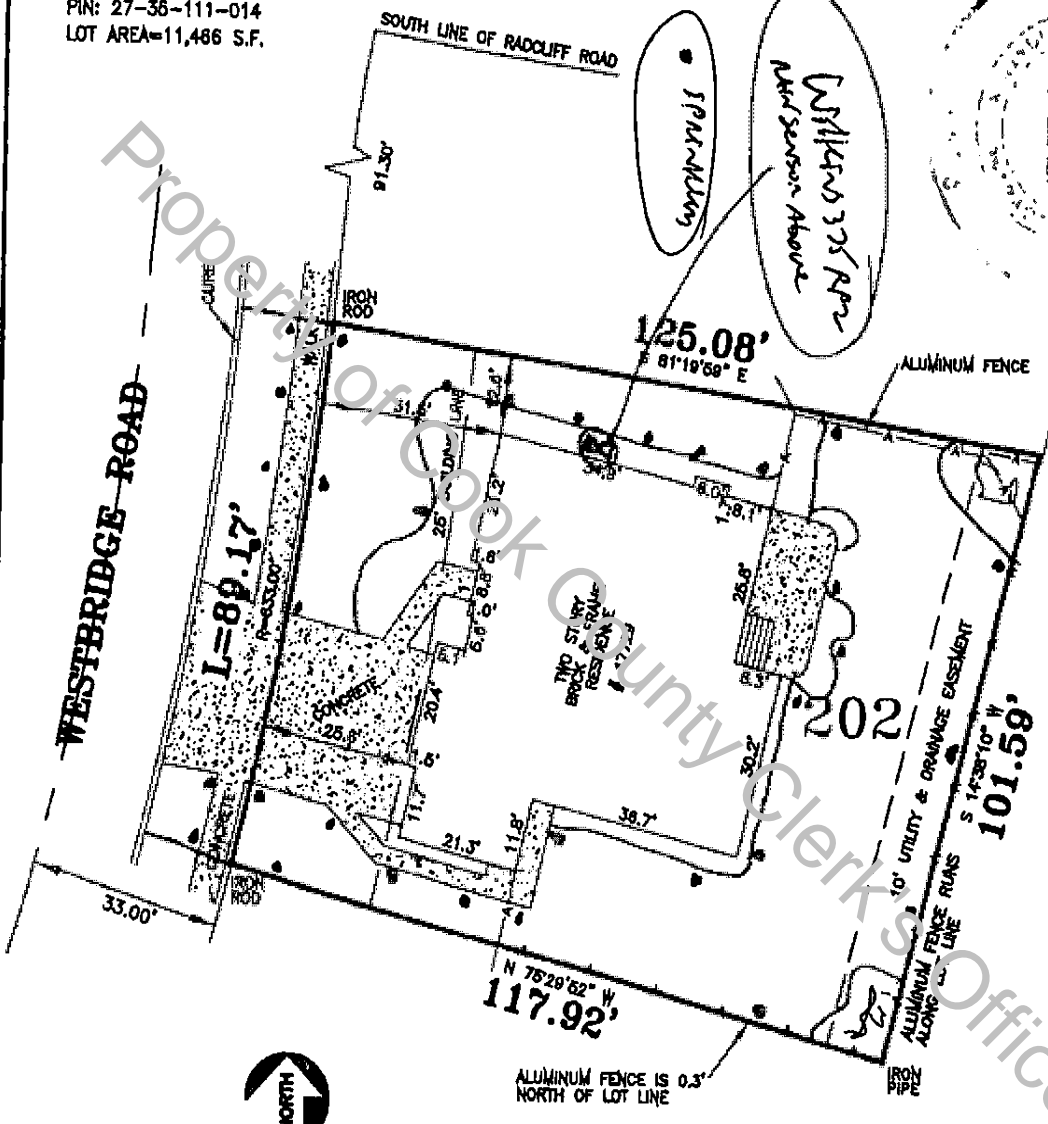
(708) 648-0848  
Fax 648-0848

# PLAT OF SURVEY

OF

LOT 202 IN GALLAGHER AND HENRY'S RADCLIFFE PLACE UNIT 4, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 36, IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2001 AS DOCUMENT No. 0010073723, IN COOK COUNTY, ILLINOIS.

PIN: 27-36-111-014  
LOT AREA=11,486 S.F.



SCALE: 1" = 20'  
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STATE OF ILLINOIS )  
COUNTY OF WILL )  
WE, KDC CONSULTANTS INC., AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. 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.

SURVEYED 2<sup>ND</sup> DAY OF JULY 2016.  
SIGNED THIS 1<sup>ST</sup> DAY OF AUGUST 2016.

BY: \_\_\_\_\_  
PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3184



LUCKE DEWARTH  
11-30-2018

PREPARED FOR: HARRIS

COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT MAY NOT HAVE BEEN FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. AS A TITLE COMMITMENT HAS NOT BEEN FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS SUBJECT TO EASEMENTS OF RECORD.

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SURVEY No. 18-07-032