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Doc#: 2133612058 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/02/2021 09:03 AM 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 Gouette

[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/raining wall/patio and/or service walk.

We, ANNETT + LIEVEN MILLING, represent that we are the legal owner(s) ("Owner")

of real property commonly known as:

1236 WEBSTER CT, Tinley Park, Illinois 60487
Insert property address

PIN(S): 27-35-104-030-0000

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: INSTALLATION LAWN SPRINKLER SYSTEM

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

LIEVEN MILLING *[Signature]*

Owner Signature

ANNETT MILLING *[Signature]*

Owner Signature (if more than one)

Date: 07/19/2020

Date: 07/19/2020

NOTARY: STATE OF ILLINOIS, COUNTY OF Will, SS

Sarah Buda

_____ a Notary Public in and for the County and

State aforesaid, do hereby certify that Lieven & Annett Milling 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

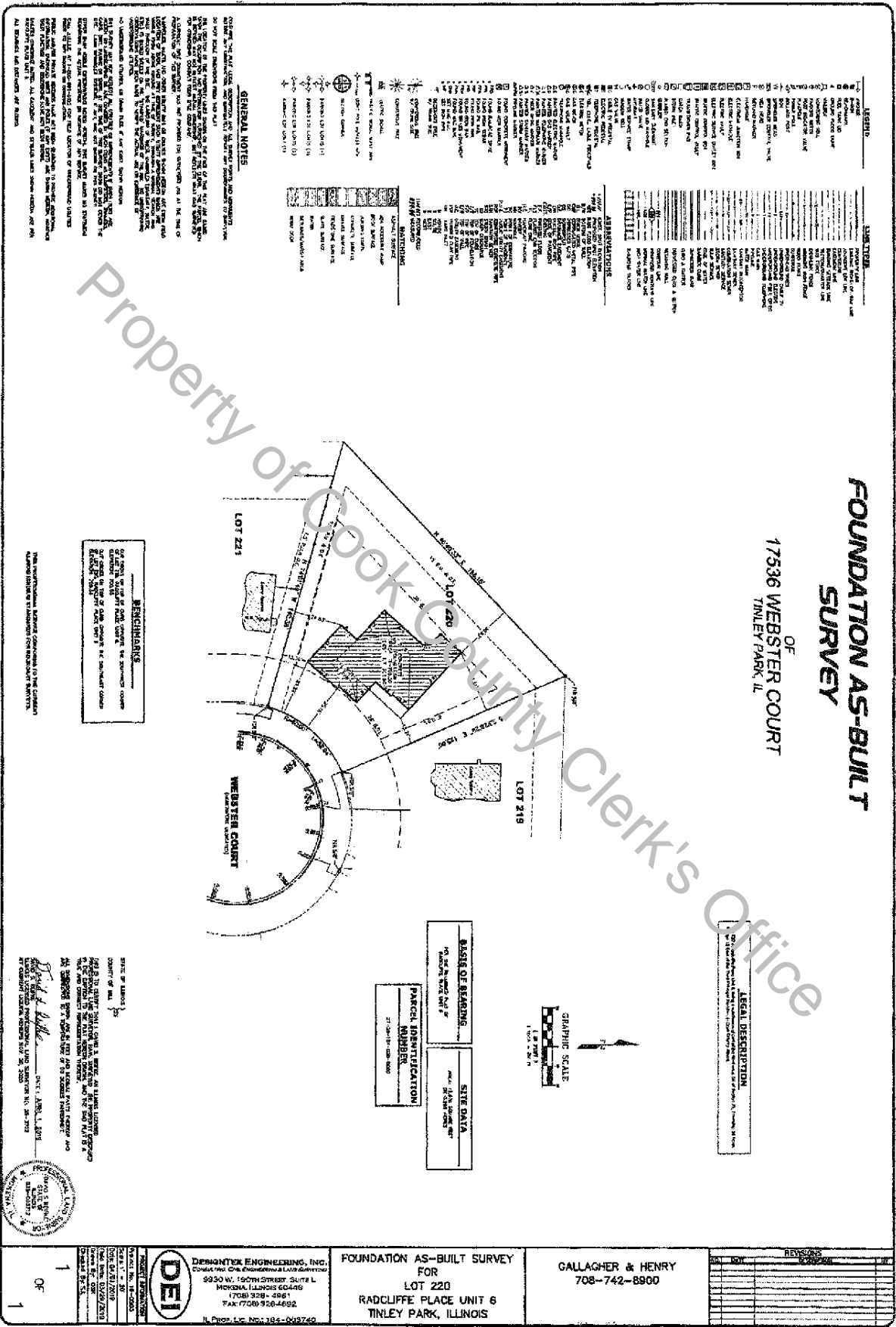
notarial seal this 19th day of July, 2020.

Notary Signature: Sarah Buda

[SEAL]



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FOUNDATION AS-BUILT SURVEY

OF
 17536 WEBSTER COURT
 TINLEY PARK, IL

17536 WEBSTER COURT
 TINLEY PARK, IL

LEGAL DESCRIPTION
 17536 WEBSTER COURT, TINLEY PARK, ILLINOIS

GRAPHIC SCALE
 1" = 50' 0" = 16.13 M

DATE OF BEARING
 02/14/2017

SITE DATA
 17536 WEBSTER COURT
 TINLEY PARK, ILLINOIS

PARCEL IDENTIFICATION
 27-08-17-008-000

REMARKS
 ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.

DATE OF BEARING
 02/14/2017

SITE DATA
 17536 WEBSTER COURT, TINLEY PARK, ILLINOIS

PARCEL IDENTIFICATION
 27-08-17-008-000

REMARKS
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DATE OF BEARING
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SITE DATA
 17536 WEBSTER COURT, TINLEY PARK, ILLINOIS

PARCEL IDENTIFICATION
 27-08-17-008-000

REMARKS
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SYMBOL	DESCRIPTION
(Symbol)	1. CENTER POINT
(Symbol)	2. END POINT
(Symbol)	3. POINT ON CURVE
(Symbol)	4. CENTER OF GRAVITY
(Symbol)	5. POINT OF TANGENCY
(Symbol)	6. POINT OF CURVATURE
(Symbol)	7. POINT OF INTERSECTION
(Symbol)	8. POINT OF SIGHT
(Symbol)	9. POINT OF OBSERVATION
(Symbol)	10. POINT OF MEASUREMENT
(Symbol)	11. POINT OF CORRECTION
(Symbol)	12. POINT OF ADJUSTMENT
(Symbol)	13. POINT OF REVISION
(Symbol)	14. POINT OF DELETION
(Symbol)	15. POINT OF ADDITION
(Symbol)	16. POINT OF MODIFICATION
(Symbol)	17. POINT OF REPLACEMENT
(Symbol)	18. POINT OF SUPPLEMENTATION
(Symbol)	19. POINT OF COMPLETION
(Symbol)	20. POINT OF CLOSURE
(Symbol)	21. POINT OF OPENING
(Symbol)	22. POINT OF TERMINATION
(Symbol)	23. POINT OF EXTENSION
(Symbol)	24. POINT OF CONTRACTION
(Symbol)	25. POINT OF EXPANSION
(Symbol)	26. POINT OF REDUCTION
(Symbol)	27. POINT OF INCREASE
(Symbol)	28. POINT OF DECREASE
(Symbol)	29. POINT OF STABILIZATION
(Symbol)	30. POINT OF UNSTABILIZATION
(Symbol)	31. POINT OF REGULATION
(Symbol)	32. POINT OF DEREGULATION
(Symbol)	33. POINT OF CONTROL
(Symbol)	34. POINT OF UNCONTROL
(Symbol)	35. POINT OF PROTECTION
(Symbol)	36. POINT OF UNPROTECTION
(Symbol)	37. POINT OF SECURITY
(Symbol)	38. POINT OF INSECURITY
(Symbol)	39. POINT OF SAFETY
(Symbol)	40. POINT OF UNSAFETY
(Symbol)	41. POINT OF HEALTH
(Symbol)	42. POINT OF UNHEALTH
(Symbol)	43. POINT OF WELLNESS
(Symbol)	44. POINT OF UNWELLNESS
(Symbol)	45. POINT OF HAPPINESS
(Symbol)	46. POINT OF UNHAPPINESS
(Symbol)	47. POINT OF SUCCESS
(Symbol)	48. POINT OF UNSUCCESS
(Symbol)	49. POINT OF FAILURE
(Symbol)	50. POINT OF SUCCESS

	DEI ENGINEERING, INC. CONSULTING ENGINEERS & LAND SURVEYORS 9330 W. 150TH STREET, SUITE L HOMERIDGE, ILLINOIS 60446 (708) 328-4861 FAX (708) 328-4892 IL Prof. Lic. No. 184-008749	FOUNDATION AS-BUILT SURVEY FOR LOT 220 RADCLIFFE PLACE UNIT 6 TINLEY PARK, ILLINOIS	GALLAGHER & HENRY 708-742-8900	REVISIONS		
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