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Doc#. 2319833218 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 07/17/2023 01:05 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. Oa'k Park Avenue Tinley Park, i⊑ ∂0477 Attn: Laura Godette

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

	pool/deck/fence/shed	h.cads/decorative landscaping and/or proposed easement retaining wall/patio and/or service walk.
I/We, <u>LOHR</u> 1	A HABIB	represent that I/we are the legal owner(s) ("Owner")
of real property co	ommonly known as:	OUL
8019 174	th place Ti.	NEY PARK II., Tinley Park, Illinois 60477.
·	insert property addres	SS /
PIN(S): 27	-26-407-00	9-0000
	· · · · · · · · · · · · · · · · · · ·	
A document cor hereof as <u>"EXHIE</u>		ription of said property is attactant and made a part
easement for the	benefit of Owner and t	oject that will encroach on the Public Right-of-Way or he above-stated real property:
- April	V MAILBAY	- 8019-174th Place

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 Only]

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Owner understands and acknowledges that the Village will allow the construction of a pool/deck/fence/shed/retaining wall/patic 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 Co ter.

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 inclo harmless the Village of Tinley Park against any and all claims, costs, actions, losses, demands, in order 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 <u>Exhibit A</u> 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 <u>Exhibit A</u> 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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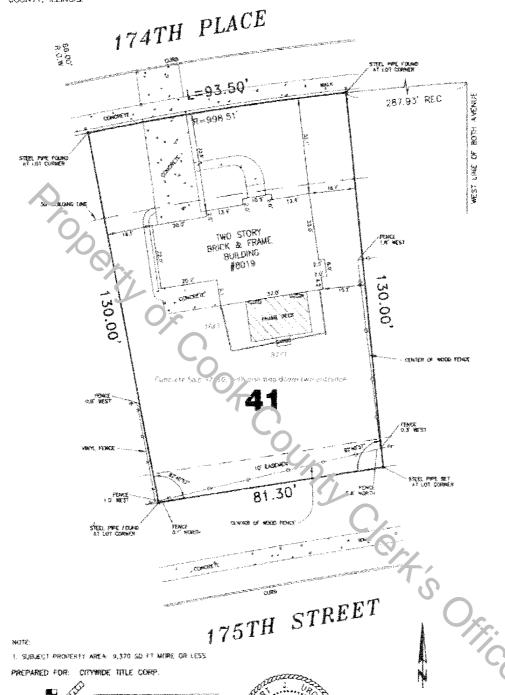
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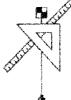
NOTE: ALL OWNERS OF THE BENEFITTING REAL PROPERTY MUST SIGN				
Loke				
Owner Signature	Owner Signature (if more than one)			
Date: 6/27/23	Date: 06/23/2023			
NOTARY: STATE OF ILLINOIS, COUNTY OF	Jak na			
NOTARY: STATE OF ILLINOIS, COUNTY OF COAC SS				
" Coult Dines	, a Notary Public in and for the County and State			
aforesaid, do hereby certify the ASIF ALI + Zora Habib , is/are personally				
known to me to be the same per son(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 ree and voluntary act for the uses and purposes therein				
set forth. Given under my hand and notarial seal with 21 day of				
Notary Signature:	Denose de la companya della companya			
[SEAL]				
OFFICIAL SEAL CAROL A DINASO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 8/3/25	Control Control			

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PLAT OF SURVEY

LOT 41 IN CATALINA'S VALLEY SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.





Urchell and Associates, Inc.

Land Surveying Services

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PARAMETER STORM AND AND AND AND AND AND AND AND ADDRESS OF THE ADD

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALINE, FELD MCHANDITATION OF CRITICAL POINTS SHALLD BE ESTABLISHED FROM TO COMMENCEMENT OF CONSTRUCTION.

FOR BLR.COMO LANG AND OTHER RESTRICTIONS NOT SHOWN HEREON RETER TO THEIR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BURGING AND ZONNUL ORIZINANCES



SCALE SOCIAL COMPU

FELD WORK COMPLETED: 92/02/18
THIS PROFESSIONAL SERVICE CONFORMS TO THE CLIRICAL STANDARDS FOR A BOUNDARY SUPPLY.

TT WW

ACREST & UNCHELL 1915, No. 3438 LICENSE RENEWAL DATE: NOVEMBER 30, 2020 SURVEY No. 19-06-117