

# UNOFFICIAL COPY

Doc#: 2325613096 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/13/2023 08:54 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 Godette

[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, Suhaila Abdelgadir, represent that I/we are the legal owner(s) ("Owner") of real property commonly known as:

8130 161st PL, Tinley Park, Illinois 60477  
insert property address

PIN(S): 27-23-211-011-0000

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: Brick mail box

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

Owner Signature (if more than one)

Date: 7/31/2023

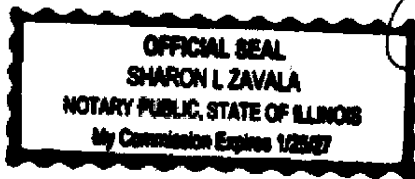
Date: \_\_\_\_\_

NOTARY: STATE OF ILLINOIS, COUNTY OF COOK ) SS

I, SHARON L. ZAVALA, a Notary Public in and for the County and State aforesaid, do hereby certify that SUHAILA ABDELQADER, 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 31<sup>ST</sup> day of July, 2023

Notary Signature: Sharon L. Zavala

[SEAL]



# UNOFFICIAL COPY

REVISED PLANS  
RECEIVED 8.17.23

FINAL APPROVED PLANS  
REVIEWED FOR CODE COMPLIANCE  
By: *[Signature]*  
Building Official

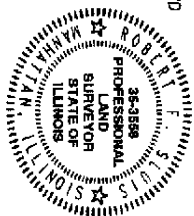
No deviations or changes shall be made in the construction from the approved construction documents unless such changes are expressly and specifically noted in writing by the applicant and the approval of such changes is granted in writing by the Building Official.

The front edge of the Masonry structure shall not be set closer than 15 inches from the real edge of the curb. W/S

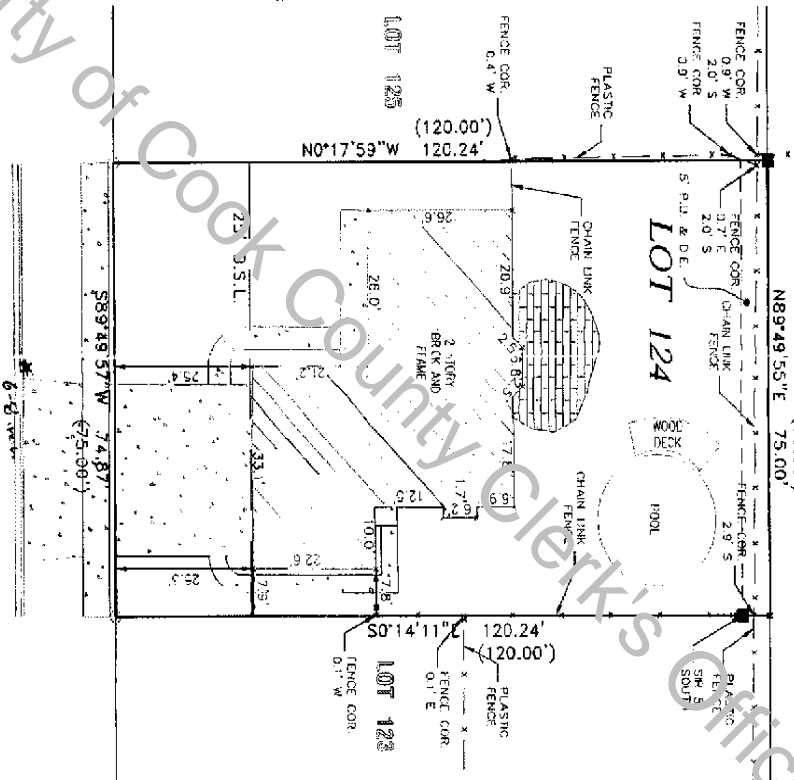
FINAL APPROVED  
8-21-2023 W/S

I, ROBERT F. SLUIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND LOCATED THE BUILDINGS ON THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
GIVEN UNDER MY HAND AND SEAL THIS 25th DAY OF FEBRUARY, A.D. 2020.

*[Signature]*  
ROBERT F. SLUIS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3558  
LICENSE EXPIRES NOVEMBER 30, 2020



## PLAT OF SURVEY



### LEGAL DESCRIPTION

LOT 124 IN MEADOWS PARK ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



- LEGEND**
- FOUND IRON PIPE
  - SET IRON ROD
  - MEASURED DATA (2277)
  - RECORDED DATA
  - PUBLIC UTILITY EASEMENT
  - PAVING EASEMENT
  - BUILDING SETBACK LINE
  - BRICK PAVERS
  - CONCRETE

**MGA** CIVIL ENGINEERING SURVEYING

**M GINGERICH GEREAUX & ASSOCIATES**  
Professional Design Firm License # 184.005003  
P 815-478-9689 www.mg2a.com F 815-478-9685  
25620 S. GOUGAR RD | MANHATTAN, IL 60442

ORDERED BY: <b>JOSEPH KOSTECK</b>	DATE: 8/17/23
DESIGNED BY: <b>JOSEPH KOSTECK</b>	DATE: 8/17/23
CHECKED BY: <b>JOSEPH KOSTECK</b>	DATE: 8/17/23
DATE: 8/17/23	DATE: 8/17/23