

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, _____, represent that I/we are the legal owner(s) ("Owner")

of real property commonly known as:

_____, Tinley Park, Illinois 604____.
insert property address

PIN(S): _____

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: _____

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.

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.

NOTE: ALL OWNERS OF THE BENEFITTING REAL PROPERTY MUST SIGN

Owner Signature

Owner Signature (if more than one)

Date: _____

Date: _____

NOTARY: STATE OF ILLINOIS, COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, 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 ____ day of _____, 20__.

Notary Signature: _____

[SEAL]

I, _____, _____ of the Village of Tinley Park, certify that this document is being recorded by and for the benefit of the Village of Tinley Park, Cook and Will Counties, Illinois.

Village of Tinley Park, Cook and Will Counties, Illinois

By: _____

Name: _____

Title: _____

NOTARY: STATE OF ILLINOIS, COUNTY OF _____) SS

I do hereby certify that _____ is personally known to me to be the _____ of the Village of Tinley Park, an Illinois municipal corporation (the "Village"), is also known to me to be the same person whose name is subscribed above to the above instrument, and appeared before me this day in person and acknowledged that as such, he signed and delivered the said instrument pursuant to authority given him by the Village Board of Trustees, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Signature: _____

[SEAL]