
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-052

**A RESOLUTION APPROVING A DRIVEWAY EASEMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND
BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2020-R-052

**A RESOLUTION APPROVING A DRIVEWAY EASEMENT
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND
BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village"), has considered a Driveway Easement Agreement ("Agreement") 6201 175th Street, within the Village; and

WHEREAS, a true and correct copy of said Agreement is attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park that said Agreement be approved and accepted; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the agreement, attached hereto as Exhibit 1, and all necessary Village Officials are hereby authorized to execute the agreement prior to the final recording subject to review and revision as to form by the Village Attorney and Village Staff.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May, 2020.

AYES: Berg, Brady, Brenna, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 19th day of May, 2020.

ATTEST:



VILLAGE CLERK



VILLAGE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-052, **“A RESOLUTION APPROVING A DRIVEWAY EASEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BRENDAN AND NICOLE FITZGERALD, 6201 175TH STREET,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.



KRISTIN A. THIRION, VILLAGE CLERK



Exhibit 1



Doc# 2023406021 Fee \$133.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/21/2020 11:37 AM PG: 0

(The Above Space for Recorder's Use Only)

DRIVEWAY EASEMENT AGREEMENT

This Agreement entered into this ^{May} 19 day of ~~April~~ 2020, by and between Brendan Fitzgerald & Nicole Fitzgerald ("Grantees") whose address is 6201 175th St. Tinley Park, IL 6047 located in the county of Cook, and State of Illinois and Village of Tinley Park ("Grantor").

WHEREAS, Grantees are the owners of a parcel of property described as "Exhibit A" which legal is attached hereto and made a part hereof; and

WHEREAS, Grantor is the owner of a parcel of certain dedicated right-of-way abutting the Grantees Property.

WHEREAS, a portion of the right-of-way serves the Grantees property as a driveway. Said driveway is depicted in that certain Plat of Survey performed by KDC Consultants dated Jan 27 2009 and noted as "pavement." A copy of which is attached hereto as "Exhibit B".

WHEREAS, both Grantor and Grantees desire to keep and maintain the driveway as it presently exists:

NOW THEREFORE FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned GRANTOR, its successors and assigns, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, grants, warrants and conveys to the GRANTEES, and its successors and assigns, a perpetual non-exclusive easement and privilege of ingress and egress over the area outside of Grantees lot line and demarked "pavement" all as depicted on Exhibit B for the sole use of a driveway for vehicular and pedestrian access with the right to maintain and repair the driveway as GRANTEE may from time to time require for the purpose of this grant and the right to clear said driveway of ice snow and other build up including but not limited to bushes and other obstructions from the easement.

Reservation of Rights

Notwithstanding the grant of easement set forth above the Grantor expressly reserves the all of its rights in the property and that of all other governmental authorities having jurisdiction of the land over the entire easement area for ingress, egress and the performance of any and all municipal and other governmental services including the installation repair and maintenance of any and all existing or future underground facilities and utilities and in no case shall the GRANTEE(S) permit any interference with the proper operation and maintenance of any underground facilities or utilities and no permanent

structures shall be erected at any time upon the easement area. GRANTEE(S) agree to restore all property, including but not limited to landscaping, sod and/or blacktop, disturbed by its activities in use of the easement to the condition existing prior to the disturbance or better.

This easement and all the terms, conditions, rights and obligations contained herein shall run with the land and the covenants and agreements herein contained shall be binding upon the parties hereto, their respective GRANTEES, lessees, GRANTORS, its successors, assigns and all subsequent owners of the fee title to the real estate described above by parcel number and common address.

INDEMNIFICATION

GRANTEE, its heirs, successors and assigns, assumes all liability and shall indemnify, defend and hold harmless the Grantor, its officers and employees, for any injury and damage to persons or property occasioned by or arising in connection with GRANTEES use of the easement area.

GENERAL TERMS

1. The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns, and shall run with the title of Property.

2. Neither the VILLAGE, its officers, agents or employees, including any public utility that is authorized to use the public right-of-way, shall be liable for any damage incurred to the easement during or as a result of any repair, maintenance, operation, use or installation of equipment or facilities within the VILLAGE right-of-way, including but not limited to tree removal. Nothing herein shall relieve the Grantee or Grantor or any other person from the obligation to comply with the Illinois Underground Utilities Facilities 4 Damage Prevention Act, 220 ILCS 50/1 et seq.

WITHOUT THE MUTUAL CONSENT of both parties the driveway easement herein will not be extended to serve any other property.

THIS AGREEMENT shall be binding upon the heirs, successors, and assigns of any owner hereunder and shall run with the land of both parties.

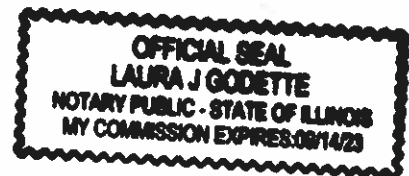
Brendan Fitzgerald

Brendan Fitzgerald

[Signature]

Village of Tinley Park

Nicole Fitzgerald
Nicole Fitzgerald



Subscribed and Sworn to before me
This 28 day of May, 2020

[Signature]
Notary Public

Subscribed and Sworn to before me
This 19 day of May, 2020

[Signature]
Notary Public

Exhibit A

LOT 6 (EXCEPT THE EAST 33 FEET THEREOF) IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS).

Exhibit B

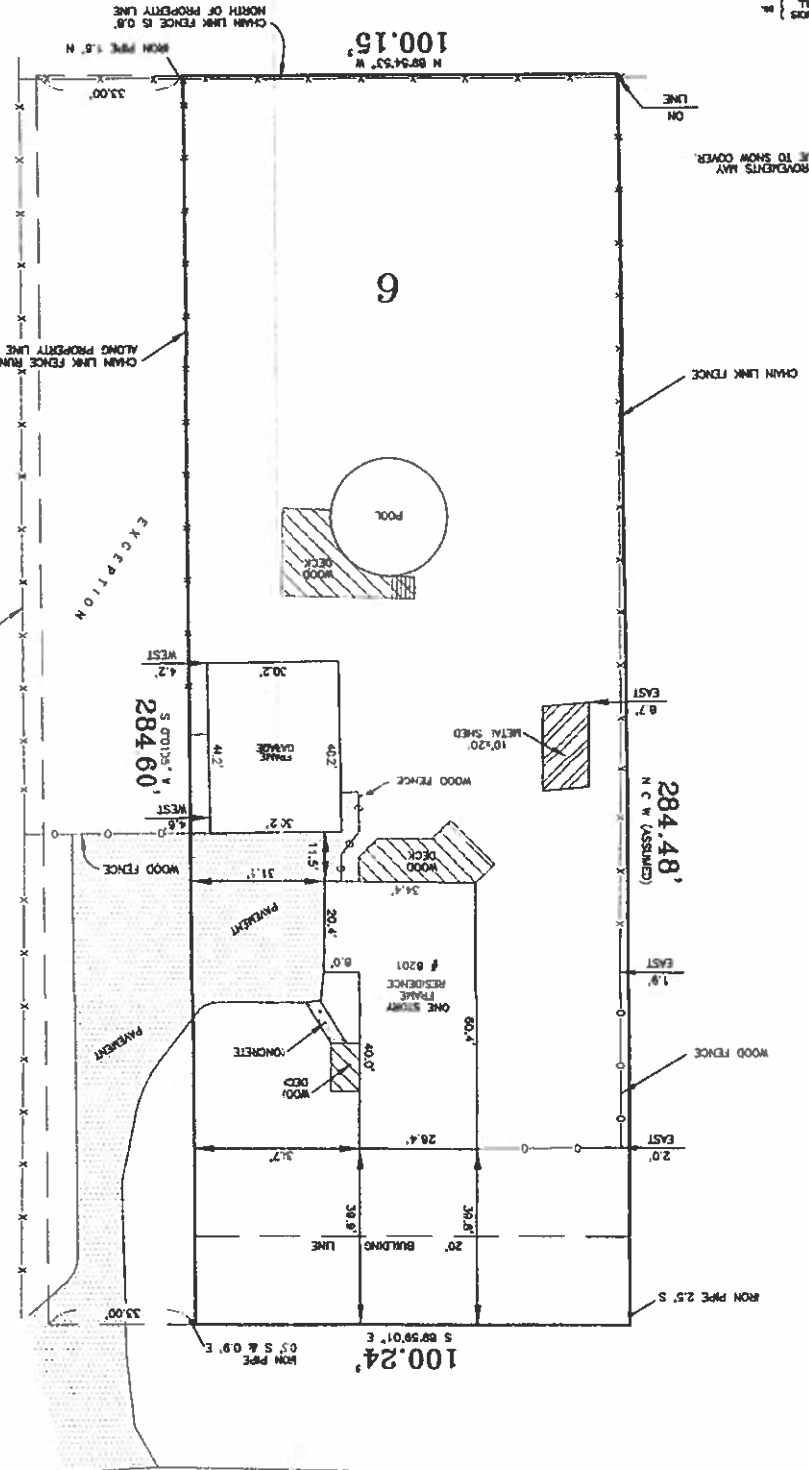


PLAT OF SURVEY

LOT 6 (EXCEPT THE EAST 53 FEET THEREOF) IN BLOCK 2 IN ELIZABETH RIDGE AND AVENUE ESTATES BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS).

W. 175TH STREET

PIN: 28-32-101-006
LOT AREA=28,509 S.F.



PREPARED BY: **KDC CONSULTANTS INC.**
16144 S. BELL ROAD
HOMER GLEN, ILLINOIS 60491
Fax: 645-0546
Survey No. 09-01-005

STATE OF ILLINOIS)
COUNTY OF BELL) ss. _____
I, KDC CONSULTANTS INC., AS ATTORNEY LICENSED
PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT WE
HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION
TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT WE
ARE A duly licensed Professional Land Surveyor in the State
of Illinois. My commission expires on _____.

(Seal of KDC Consultants Inc.)

RECORDING FEE \$13.00
DATE 8/26/13
BY: [Signature]
KDC CONSULTANTS INC.