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2002-05-30 11:01:36  
Cook County Recorder 23.50

**RIGHT OF WAY AGREEMENT**  
**Water Irrigation**

AGREEMENT made this 17 day of  
MAY, 2002, between  
THOMAS & LINDY DAILY  
404 LEXINGTON DR  
SCH., IL 60195  
07-13-303-013



(Name, Address and Permanent Parcel Number),  
\_\_\_\_\_, Illinois, referred  
to as property owner and VILLAGE OF SCHAUMBURG,  
101 Schaumburg Court, Schaumburg, Illinois, 60193  
Referred to as "Village".

Property Owner currently owns property described as attached on Exhibit A which is immediately adjacent to property under the control of the Village as and for public right-of-way; and

Property Owner wishes to construct a water irrigation system on the property under control of the Village; and

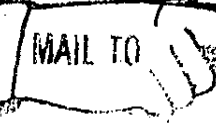
Village has authorized a procedure to allow construction of water irrigation systems on its right-of-way or properties.

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, the parties agree to be bound and obligated as follows:

- 1) Village agrees to allow the construction and issuance of any necessary permits for the construction of a water irrigation system to be constructed in the right-of-way immediately adjacent to property legally described on Exhibit A.
- 2) Property Owner hereby releases and discharges for himself, his legal representatives, successors and assigns from any and all claims, demands, damages, actions, causes of actions, suits at law or equity of any kind or nature in any manner arising out of any other work done in the public right-of-way which may have an impact or an effect on the water irrigation system to be constructed by Property Owner.
- 3) That Property Owner hereby elects and does assume all risk for claims arising before or after date of this Agreement, known or unknown, arising from the construction of the water irrigation system on the Village public right-of-way and knowingly and voluntarily expressly releases the Village of Schaumburg, its successors in interest or any other party authorized by the Village to perform work in the public right-of-way.
- 4) The undersigned, its heirs, executors, administrators, successors in trust or assigns hereby agree to indemnify the Village for any and all claims, demands, damages, actions, causes of actions or suits at law or in equity of any kind or nature, in any manner arising out of, done on behalf of property owner in the water irrigation system.
- 5) This Right of Way Agreement shall be recorded and be of record against the adjacent property owner until said water irrigation system has been removed from public right-of-way.

Thomas Daily  
Property Owner

Cindy L. Daily  
Property Owner



Mail to: Village of Schaumburg, Legal Department, 101 Schaumburg Court, Schaumburg, IL 60193

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# UNOFFICIAL COPY PLAT OF SURVEY

OF PROPERTY DESCRIBED AS:

THAT PART OF LOT 15 LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT FROM A POINT 60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND ALSO THAT PART OF LOT 16 LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 16 DRAWN FROM A POINT 45.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 16 ALL IN UNIT 1 OF LEXINGTON FIELDS, A SUBDIVISION OF PARTS OF SECTIONS 13 AND 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20610401

Property of Cook County Clerk's Office