

UNOFFICIAL COPY

0313332093

Eugene "Gene" Moore Fee: \$26.50

Cook County Recorder of Deeds

Date: 05/13/2003 10:49 AM Pg: 1 of 2

RIGHT OF WAY AGREEMENT**Water Irrigation**

AGREEMENT made this _____ day of _____, 2003, between
 Great Lakes REIT, L.P., 823 Commerce Drive,
 Suite 300

DIN # 07-12-101-017 + 07-12-101-018
 (Name, Address and Permanent Parcel Number),
 Oak Brook, 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.

Great Lakes REIT, L.P.

By: Great Lakes REIT, general partner

Property Owner

By: 

Property Owner Richard L. Raaley, Secretary

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

UNOFFICIAL COPY

Exhibit A

Legal Description

PARCEL 1:

LOTS 4 AND 5 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRANCHISE SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 (IF AND TO THE EXTENT EFFECTIVE) AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT 25406331, FOR INGRESS, EGRESS, DRAINAGE AND ACCESS TO UTILITIES AS SPECIFIED THEREIN, ALL AS CONTAINED WITHIN WALDEN INTERNATIONAL SUBDIVISION.

PARCEL 3:

AN EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 13, 1983 AS DOCUMENT 26640290 FOR UNDERGROUND GENERAL UTILITY PURPOSES AND INGRESS AND EGRESS, AS SPECIFIED THEREIN, ALL AS CONTAINED WITHIN WALDEN INTERNATIONAL SUBDIVISION.

ADDRESS: 1920 AND 1930 NORTH THOREAU DRIVE
SCHAUMBURG, ILLINOIS

PIN: 07-12-101-017
07-12-101-018