

UNOFFICIAL COPY



RIGHT OF WAY AGREEMENT

Brick Pavers

Doc#: 0415939022
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 06/07/2004 10:21 AM Pg: 1 of 2

AGREEMENT made this 5-20-04 day of

_____ between

TAD & SONIA REMBISZ

1919 ARKLOW PL

SCHAUMBURG IL 60194

07-20-100-025

(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 above which is immediately adjacent to property under the control of the Village as and for public right-of-way; and

Property Owner wishes to install brick pavers on the property under control of the Village; and

Village agrees to allow installation of brick pavers on its right-of-way or properties, if Property Owner assumes all liability for use, repair, and replacement of the brick pavers.

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 the issuance of any necessary permits for the construction of brick pavers to be installed in the right-of-way immediately adjacent to the 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 brick pavers to be installed 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 installation of brick pavers, on the Village public right-of-way and knowingly and voluntarily expressly releases the Village of Schaumburg, its successors in interest, any other party authorized by the Village, or any party having the legal authority to perform work in the public right-of-way.
4. The undersigned, his/her 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 brick pavers.
5. Property Owner shall be responsible for any and all repairs or replacement of brick pavers should the Village or any authorized user of the right-of-way need to access the right-of-way.
6. This Right of Way Agreement shall be recorded and be of record against the adjacent property owner until said brick pavers have been removed from public right-of-way.

S. Rembisz

Property Owner

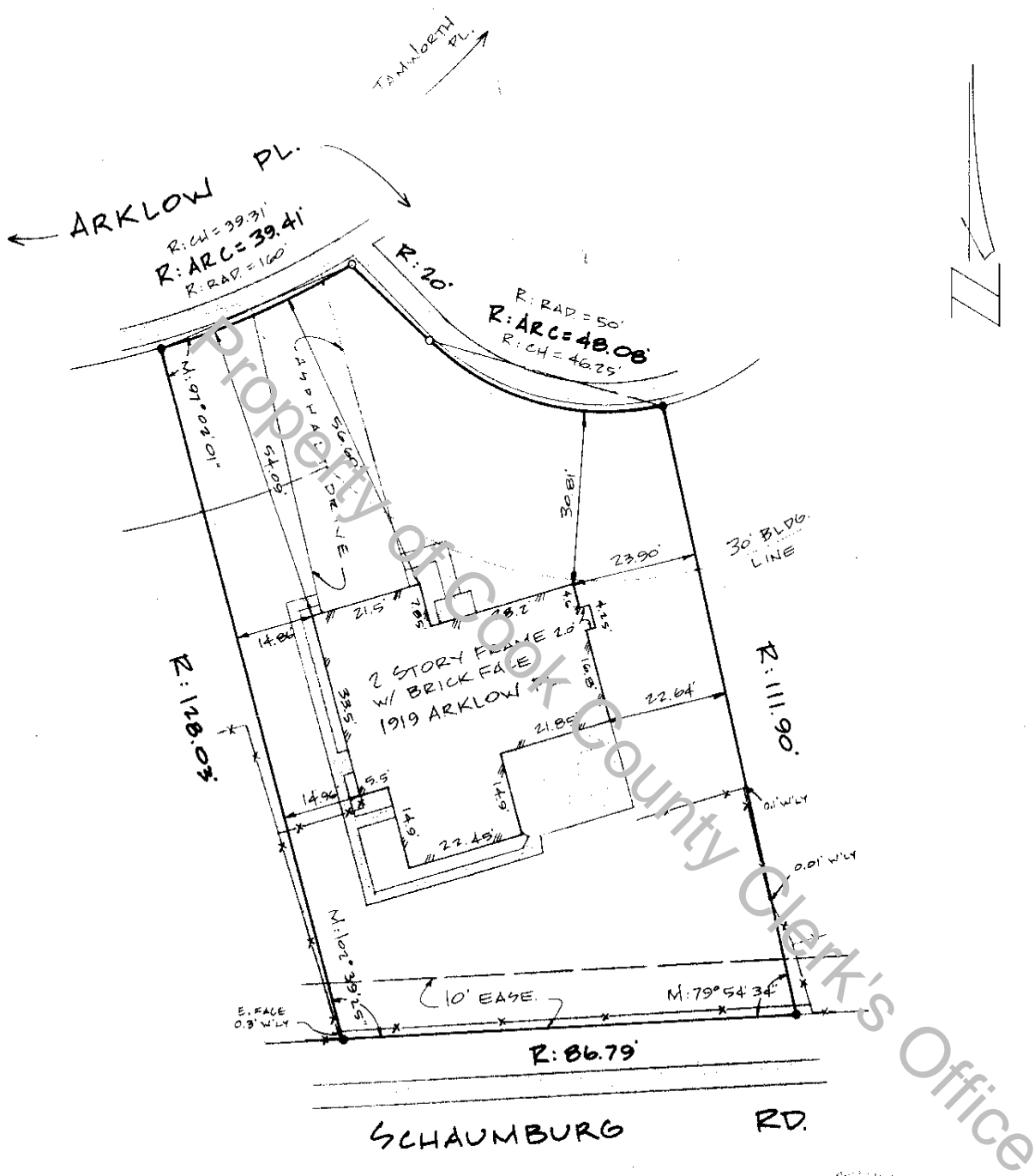
Property Owner

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

PLAT OF SURVEY

UNOFFICIAL COPY

Of Lot 43 in Strathmore Schaumburg Unit Number 2, being a subdivision of part of the Northwest 1/4 of Section 20, Township 41 North, Range 10, East of the third principal meridian, according to the plat thereof recorded April 25, 1969 as Document Number 20822188, in Cook County, Illinois.



Legend	
R - record distance	CH - chord
M - measured distance	● Found Iron
D - deed	○ Set Iron
Concrete shown shaded	—○— Utility pole w/ overhead wires
-X-X-X- Fence line	
▬▬▬ Limits of building	
Scale 1" = 20 feet	

SCHLAF-SEDIG & ASSOCIATES, INC.
 1030 Summerfield Drive
 Roselle, Illinois 60172
 (630) 924-7100

Date of Survey OCT. 21, 1999
 State of Illinois
 County of DuPage



I hereby certify that the above described property has been surveyed, under my supervision, according to the official record and that the above plat correctly represents said survey. All distances are in feet and decimals thereof.

I hereby certify that unless otherwise shown, the buildings on the parcel are within property lines and the adjoining visible improvements do not encroach on the above described property.

Vincent B. Frye

Compare the description of this plat with deed. Refer to title policy for items of record not shown above. Unless otherwise noted, utilities within easements are not shown hereon. Underground utilities including but not limited to conduits and cables (if any) have not been shown hereon.