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RIGHT OF WAY AGREEMENT

AGREEMENT made this 18 day of May, 2010, between
David M. Hobbie
121 Parkwood Dr

Doc#: 1021834066 Fee: \$38.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/06/2010 11:51 AM Pg: 1 of 2

(Name, Address, and Permanent Parcel Number),

_____, Illinois, referred
to as "Owner" and Village of Schaumburg,
101 Schaumburg Court, Schaumburg, Illinois 60193
referred to as "Village".

"Owner" currently owns property described as attached
on Exhibit A which is immediately adjacent to property
under the jurisdiction of the Village as and for public
right-of-way, referred to as "ROW"; and

"Owner" wishes to construct on the ROW of the Village; and

Village has authorized a procedure to allow construction
on its ROW.

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 such construction of item in the right-of-way immediately adjacent to property legally described on Exhibit A.
- 2) 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 construction by the owner on the item constructed.
- 3) That owner hereby elects and does assume all risk for claims arising before or after date of this Agreement, known or unknown, arising from construction on the Village ROW 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 of nature, in any manner arising out of, done on behalf of owner in said construction or maintenance of the item.
- 5) This Right-of-Way Agreement shall be recorded and be of record against the owner until said construction or item has been removed from ROW.

David M. Hobbie
Property Owner

Christina M. Hobbie
Property Owner

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**OVERSIZE
EXHIBIT**

**FORWARD ORIGINAL
TO PLAT COUNTER
FOR IMMEDIATE
SCANNING**