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THIS DOCUMENT WAS
PREPARED BY, AND AFTER
RECORDING RETURN TO:

Village of River Forest
400 Park Avenue
River Forest, Illinois 60302
Attention: Village Administrator



Doc# 2220140040 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/20/2022 12:03 PM PG: 1 OF 4

[The above space ...]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

The undersigned(s) represent that David Simon Senny Simon is / are the legal owner ("Legal Owner") of real property commonly known as: 726 Forest, River Forest, Illinois 60305 PIN(S) #: 15-12-101-016-0000 ("Benefitted Property"), and a survey with the legal description of the Benefitted Property is attached and made a part hereof as "EXHIBIT A".

1. **Ownership.** Legal Owner is undertaking the following "Project" at the above stated Benefitted Property and on adjacent Village of River Forest ("Village") public right-of-way that will encroach on the public right-of-way: 726 Forest lawn sprinkler system.

2. **Acknowledgment.** Legal Owner understands and acknowledges that the Village of River Forest Village Code does not permit any obstructions in the public right-of-way and does not allow for the placement of the Project underneath the public right-of-way without the Village's express permission.

3. **Repairs.** Legal Owner agrees that the Project placed by Legal Owner or an agent of Legal Owner for the benefit of the Benefitted Property, and which encroach upon the public right-of-way contiguous with the Benefitted Property, will be the responsibility of Legal Owner to maintain, repair, and replace if necessary, at Legal Owner's sole cost and expense, due to any damage by the Village, other public agencies or any other person for whatever reason, including but not limited to excavation in the public right-of-way for the purposes of repairing a water main break, installation or replacement of a water main, water line, sewer main, sewer lateral line, or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

4. **Quality of Work.** Legal Owner agrees that any work to be performed on or underneath the public right-of-way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.

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I/We further agree, on behalf of Legal Owner, that the Legal Owner shall be responsible for any and all costs of restoring any disturbances of the Public Right-of-Way caused by its installation and use of the Encroachment in the Public Right-of-Way, and any and all repairs or damage to the Public Right-of-Way arising from the misuse or damage to same by it, or its officers, agents, employees, contractors, subcontractors, successors, and assigns, to the reasonable satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance, the Legal Owner shall return the Public Right-of-Way to good order, condition and repair. In the event the Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the Public Right-of-Way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, the Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Encroachment and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the Public Right-of-Way or removal of the Encroachment under this paragraph.

I/We further agree, on behalf of Legal Owner, that Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the Public Right-of-Way. The Village retains the right to grant easements, licenses, or any other property interests in and to the Public Right-of-Way in which the Encroachment is located, as determined by the Village in the Village's sole discretion. This Agreement shall not limit or prohibit the Village from granting easements, licenses, or any other property interests in or to the Public Right-of-Way in which the Encroachment is located, as determined by the Village in the Village's sole discretion.

I/We further agree, on behalf of Legal Owner, that if the Village, in its sole discretion, determines that the Encroachment should be removed for any reason, or no reason, or that the further existence or use of the Encroachment in the Public Right-of-Way is or will be, hazardous to the public or to the Public Right-of-Way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Encroachment at the Legal Owner's sole expense. In the event the Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame, the Village may make the necessary modifications or remove the Encroachment. In the event the Village installs and/or makes the necessary modifications, Legal Owner agrees to pay the costs of such modifications or improvements upon written demand to the Village, or the Village may remove the Encroachment in its Public Right-Of-Way and/or lien the Benefitted Property for the costs of such modifications. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Encroachment or the Public Right-of-Way or removal of the Encroachment under this paragraph.

I/We, on behalf of the Legal Owner, also understand that as a condition of the Village of River Forest granting permission to utilize the Public Right-of-Way abutting the Benefitted Property for the aforesaid purposes, the Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village of River Forest, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature, including, but not limited to attorneys' fees, related to this Agreement or such Encroachment being located in the Public Right-of-Way and/or from acts or omissions by the Legal Owner, its contractors, sub contractors, or agents or employees in maintaining the same and/or conjunction with the use of the Public Right-of-Way abutting the Benefitted Property for the aforesaid purposes.

I/We, on behalf of Legal Owner, understand that the terms and conditions contained herein apply uniquely to the Public Right-of-Way adjacent to the Benefitted Property at the above address as legally described in Exhibit A and it is the intent of myself and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent purchasers of the Benefitted Property.

This document shall be notarized and recorded with the Cook County Recorder of Deeds.

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NOTE: THE UNDERSIGNED OFFICER(S) CERTIFY THAT HE/THEY HAVE THE AUTHORITY TO BIND THE LEGAL OWNER HEREIN.

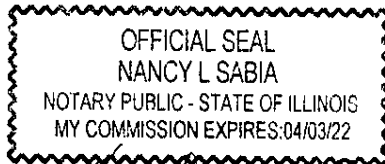
Name: DAVID SIMON
[Signature]

Name: Sandy Simon

Date: 9/21

Date: 9/7/21

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

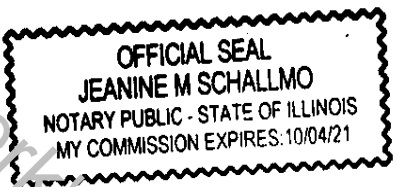


[Signature]

I, the undersigned, a Notary Public in Cook County, in the State of Illinois, do hereby certify that _____ is/are personally known to me to be the _____ and _____ [or _____], a _____ Corporation (the "Corporation"), and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, respectively, of the Corporation, they signed and delivered this instrument and caused the seal of the Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation, and as their free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of September, 2021.

Notary Signature: [Signature] [SEAL]



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726 Forest

The north 22 feet of the south 37 feet of lot 24 in Thatcher subdivision of the west ½ of the northwest ¼ of section 12, township 39 north, range 12, east of the third principal meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

