

# UNOFFICIAL COPY

Prepared by:  
Village of Schaumburg  
101 Schaumburg Ct.  
Schaumburg, IL 60193

Mail to:  
Klein Thorpe & Jenkins, Ltd.  
120 S. LaSalle St.  
Suite 1710  
Chicago, Illinois 60603



Doc# 2411720175 Fee \$176.00  
CEDRIC GILES  
COOK COUNTY CLERK'S OFFICE  
DATE: 4/26/2024 11:55 AM  
PAGE: 1 OF 5

[Above space for Recorder's Office]

Record against:  
PIN: 07-24-116-028-0000

## COOK COUNTY, ILLINOIS RECORDING COVER SHEET FOR RIGHT OF WAY AGREEMENT

For the property legally described as:

LOT 282 IN PARK ST. CLAIRE UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13, THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 07-24-116-028-0000

And commonly known as: 119 CORSAIRE LANE, SCHAUMBURG, IL 60173

RECORDING FEE 176-

DATE 4/26/24

COPIES 4x

OK BY R118TD

# UNOFFICIAL COPY

## RIGHT OF WAY AGREEMENT

AGREEMENT made this 28 day of  
MARCH, 2023, between  
Sandeep Dutta, 118 Corsair, Schaumburg  
IL, 60193 07-24-16-028-000

(Name, Address, and Permanent Parcel Number),

Schaumburg, 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 on the property under control of the Village; and

Village has authorized a procedure to allow construction 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 such construction 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 construction by the 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 construction 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 of nature, in any manner arising out of, done on behalf of property owner in said construction.
- 5) This Right-of-Way Agreement shall be recorded and be of record against the adjacent property owner until said construction has been removed from public right-of-way.

X Sandeep Dutta  
Property Owner

\_\_\_\_\_  
Property Owner

# UNOFFICIAL COPY

## AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS-5/3-5013

I, Howard C. Jablecki, being duly sworn, state that I have access to the copies of the attached  
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Right of Way Agreement

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Village of Schaumburg  
(print name(s) of executor/grantor)

Sandeep Dutta  
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

(print your relationship to the document(s) on the above line)

### OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

[Signature]  
Affiant's Signature Above

4/22/24  
Date Affidavit Executed/Signed

**THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE:**

April 22, 2024  
Date Document Subscribed & Sworn Before Me

Daisy Torres  
Signature of Notary Public



**SPECIAL NOTE:** This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.

**UNOFFICIAL COPY**

**COOK COUNTY CLERK**

**EXHIBIT**

**ATTACHED TO DOCUMENT**



Doc# 2411720175 Fee \$176.00  
CEDRIC GILES  
COOK COUNTY CLERK'S OFFICE  
DATE: 4/26/2024 11:55 AM  
PAGE: 1 OF 5

3 pg  
/ DD

\$ 88 -

\$ 88 -

\$ 176 -

**IMAGES STORED IN PLAT DATABASE**