

**RIGHT OF WAY AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(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 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.

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

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