

THIS DOCUMENT WAS PREPARED BY:

AFTER RECORDING RETURN TO:

[The above space for recording purposes]

RIGHT-OF-WAY/EASEMENT ENCROACHMENT AGREEMENT

RE: Proposed Public Right-of-Way use for (brick paver/decorative concrete/lawn sprinkler heads / structures for sewer maintenance, flood control and improvement of stormwater drainage).

Owner, _____ and _____, ("OWNER") represent that we are the legal owners of real property commonly known as:

_____, Park Ridge, Illinois 60068.
(insert property address)

PIN(S): _____ (the "Property").

(A survey of the Property, containing its legal description, is attached and made a part hereof as "EXHIBIT A")

Owner is undertaking the following Project at the Property that will encroach on the public right-of-way or an easement:

Project: _____

Owner assumes any and all risks associated with its construction of the driveway in the public right-of-way at the Property out of brick paver/decorative concrete/embossed or colored asphalt, and further assumes full responsibility to maintain, repair, and replace said driveway, if necessary, in the event of any damage by the City of Park Ridge (the "City") or other public agencies, or due to normal wear and tear.

Owner understands that the City will allow the construction of a lawn sprinkler heads, or other structures for sewer maintenance, flood control and improvement of stormwater drainage encroaching upon an easement only upon the written permission of all utilities affected by said construction.

Owner also understands that any lawn sprinkler heads or other structures for sewer maintenance, flood control and improvement of stormwater drainage placed upon the public right-of-way will be allowed by the City at Owner's risk, and Owner is responsible to maintain, repair, and replace if necessary, in the event of any damage by the City or other public agencies, or due to normal wear and tear.

NOTARY:
STATE OF ILLINOIS, COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, is/are personally known to me to be the same person(s) whose name(s) is/are here subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this ____ day of _____, 20____.

Notary Signature: _____

[SEAL]

Owner covenants and agrees that all construction related to the Project will be performed in accordance with all applicable Codes and regulations of the City of Park Ridge.

Owner, in consideration of the City's allowing it to utilize the public right-of-way abutting the Property and/or easement encroachment for the aforesaid purposes, covenants and agrees to defend, indemnify and hold the City and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the aforesaid uses in the public right-of-way and/or easement encroachment and/or any acts or omissions by the Owner, its contractors, subcontractors, agents or employees in constructing, maintaining, or in any way related to Owner's use of the public right-of-way abutting the Property and/or easement encroachment.

Owner understands that the terms and conditions contained herein apply uniquely to the public right-of-way abutting the Property and the easements on or about the Property, and it is the intent of Owner and the City to have the terms and conditions of this instrument run with the land and be binding upon subsequent purchasers.

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

NOTE: ALL OWNERS MUST SIGN

Owner Signature

Owner Signature (if more than one)

Date: _____

Date: _____