

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

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

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT

The undersigned(s) represent that _____ is / are the legal owner ("Legal Owner") of real property commonly known as: _____, River Forest, Illinois 60305 PIN(S) #: _____ ("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: _____.

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.

5. **Restoration.** Legal Owner agrees to be solely responsible for any and all costs of restoring any disturbances of the public right-of-way caused by its installation and use of the Project underneath the right-of-way, and any and all repairs or damage to the public right-of-way arising from the use, misuse or damage to same by Legal Owner, or its agents, employees, contractors, subcontractors, successors, invitees, permittees, or assigns, to the satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance of the Project, Legal Owner shall return the public right-of-way to good order, condition and repair. In the event 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, Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Project underneath the right-of-way 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 Project improvements.

6. **No Liens.** 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.

7. **Removal.** If the Village, in its sole discretion, determines that further existence or use of the Project under 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 Project at Legal Owner's sole expense to make the Project and/or public right-of-way safe for, and compatible with, public use. In the event Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame or Legal Owner fails to begin working expeditiously to render the Project or public right-of-way safe for the public, the Village may make the necessary modifications or remove the Project. In the event the Village installs and / or makes the necessary modifications, Legal Owner shall pay the costs of such modifications or improvements upon written demand of the Village, or the Village may remove the Project underlying its right-of-way and/or lien the Benefitted Property for the costs of such modifications. Notwithstanding any term in this agreement to the contrary, the Village may remove the Project from the public right-of-way, at Legal Owner's cost and expense, in its sole discretion. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Project or the Public Right-of-Way or removal of the Project.

8. **Indemnification, Defense and Hold Harmless.** Legal Owner agrees and acknowledges that as a condition of the Village granting permission to utilize the public right-of-way abutting the Benefitted Property for the Project, Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, related to this agreement, the Project or the public right-of-way abutting the Benefitted Property and / or from acts or omissions by Legal Owner, its contractors, subcontractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Benefitted Property.

9. **Future Owners.** Legal Owner acknowledges and understands 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 Legal Owner and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent owners of the Benefitted Property or any portion thereof. This document shall be notarized and recorded with the Cook County Recorder of Deeds. The undersigned Legal Owner certifies that they have the authority to bind Legal Owner.

LEGAL OWNER:

Name: _____ Name: _____
Date: _____ Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 _____ and _____, 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, and as their free and voluntary act, and as their free and voluntary act.

Given under my hand and notarial seal this ____ day of _____, 20_____.

Notary Signature: _____ [SEAL]

EXHIBIT A
LEGAL DESCRIPTION