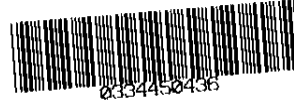


# UNOFFICIAL COPY

RETURN RECORDED  
DOCUMENT TO:

RECORDER'S BOX NO: 429



Doc#: 0334450436  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 12/10/2003 01:49 PM Pg: 1 of 4

This instrument prepared by:  
J. Patrick Hanley  
Corporation Counsel  
Village of Skokie  
5177 Oakton  
Skokie, Illinois 60077

## AGREEMENT

**THIS AGREEMENT** made and entered into this eleventh day of November 2003 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **Farrel Wilson and Philip Marienthal** (hereinafter referred to as **OWNER**). The parties agree as follows:

1. **OWNER** is the title owner of the following described real estate (hereinafter "property"):

*Parcel 1:*

*Lot 6 in Central Park addition to Niles Center, being a subdivision of part of the south 5 1/2 acres of the north 12 acres of lot 4 in the County Clerk's Division of the northeast 1/4 of section 14, Township 41, North, Range 13, east of the Third Principal Meridian in Cook County, Illinois*

*Parcel 2:*

*The south 10.00 feet of lot 7 in the complete house addition to Lincolnwood 1st addition, a subdivision of the south 2 acres of the north 6 1/2 acres of the south 48 rods of the north 68 1/2 rods of the west 40 rods of the northeast 1/4 of section 14, township 41 north, range 13, east of the Third Principal Meridian, in Cook County, Illinois.*

*Commonly known as: 9450 Lincolnwood Drive, Evanston, Illinois.*

*PIN: 10-14-200-059-0000*

2. **OWNER** has requested a permit from the **VILLAGE** to install a brick paver driveway on the property, commonly known as 9450 Lincolnwood Drive, Skokie, Illinois including the driveway approach adjacent to the property, which is public right-of-way.

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3. In accordance with Section 90-46 of the Skokie Village Code, the **VILLAGE** agrees to grant the request to install and maintain such brick pavers on the public right-of-way portion of the driveway approach adjacent to the property as indicated on the plat attached hereto marked Exhibit "1" and hereby made a part of this **AGREEMENT**. Exhibit "1" shall be a current plat of survey showing the proposed driveway approach in the right-of-way and a description of the material to be used.
4. That the **OWNER** shall incur any and all costs related to the installation, maintenance, repair, restoration and removal of the brick pavers.
5. That the installation, maintenance, repair, restoration and removal of the brick pavers shall be in accordance with **VILLAGE** standards as determined by the Village Manager or designee.
6. That in consideration of the aforesaid permission granted by the **VILLAGE**, **OWNER** and all future **OWNERS** of the aforesaid property shall be responsible for snow removal, maintenance, installation, restoration, repair and replacement of such brick pavers on the public right-of-way portion of the driveway approach adjacent to the property.
7. That in further consideration, **OWNER** and all future **OWNERS** shall be responsible for any and all costs related to the installation, repair, restoration, maintenance or removal of the such brick pavers regardless of the cause for such installation, repair, restoration, maintenance or removal. That if at anytime the Village performs any work that results in the need for restoration or repair of the brick pavers, the **OWNER** and all future **OWNERS** shall be responsible for any and all restoration or repair and costs related thereto.
8. That if at anytime the **VILLAGE** causes or approves by whatever means or mechanism, the installation of an intersecting public sidewalk, the **OWNER** and all future **OWNERS** shall cause, at the then current **Owner's** sole expense, the removal of the brick pavers and replacement with the same material as the intersecting public sidewalk.
9. That the **OWNER** and all future **OWNERS** shall forever hold harmless and indemnify the **VILLAGE**, its agents and employees, and save them from and indemnify the **VILLAGE** for all costs, claims, suits, demands, and actions, including but not limited to court costs and attorney's fees arising from or through or because of or in any way connected with any work performed or being done in the installation, maintenance, restoration, excavation, construction, building, repair or finishing of the brick pavers on the driveway approach on public right-of-way adjacent to their property. This shall include, but not be limited to when the **VILLAGE** or any utility is maintaining, installing, repairing, or constructing within the public right-of-way.
10. That the **OWNER** and all future **OWNERS** shall reimburse the **VILLAGE** for any and all damage to **VILLAGE** property or persons, arising directly or

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indirectly as a result of the installation, repair, restoration, removal, maintenance or existence of the brick pavers.

11. That the **OWNER** and all future **OWNERS** shall be solely responsible for the acts and/or omissions of their agents, contractors and/or employees.
12. That the public right-of-way portion where the brick pavers materials are installed shall be included in the **OWNER'S** homeowner's insurance policy. The applicable insurance shall be in an amount determined by the Village Manager or designee and the homeowner shall:
  - i. provide the **VILLAGE** with 30 days notice, in writing, of cancellation or material change;
  - ii. name the **VILLAGE** as an additional insured on all required insurance coverage. The **VILLAGE**, its agents, officials and employees shall be specifically referenced on all applicable certificates.
13. That in the event that the **OWNER'S** Homeowners Insurance is either canceled or lapses, or the Village is removed from the policy as an additional insured, **OWNER** shall assume any and all liability for any loss a claim occurring on or within the above referenced public right-of-way.
14. That the **OWNER** and all future **OWNERS** shall comply with all Codes, Ordinances, policies, procedures and rules and regulations of the **VILLAGE**.
15. That by the execution of this **AGREEMENT**, **OWNER** declares that they have the authority to execute this **AGREEMENT** on behalf of all current and future **OWNERS**.
16. That a copy of this **AGREEMENT** shall be recorded with the Recorder of Deeds or at the **OWNER'S** expense.

**VILLAGE OF SKOKIE**

By: [Signature]  
its **VILLAGE MANAGER**

**ATTEST:**  
[Signature]  
**VILLAGE CLERK**

**PROPERTY OWNERS**

By: [Signature]  
By: [Signature]

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NO. 465 P002/002

7100 N. TRIPP AVENUE  
LINCOLNWOOD, ILLINOIS 60712

PROFESSIONALS ASSOCIATED SURVEY, INC.  
Property - Alta - Topo - Condo - Mortgage Survey

TEL: (847) 675-3000  
FAX: (847) 673-2167

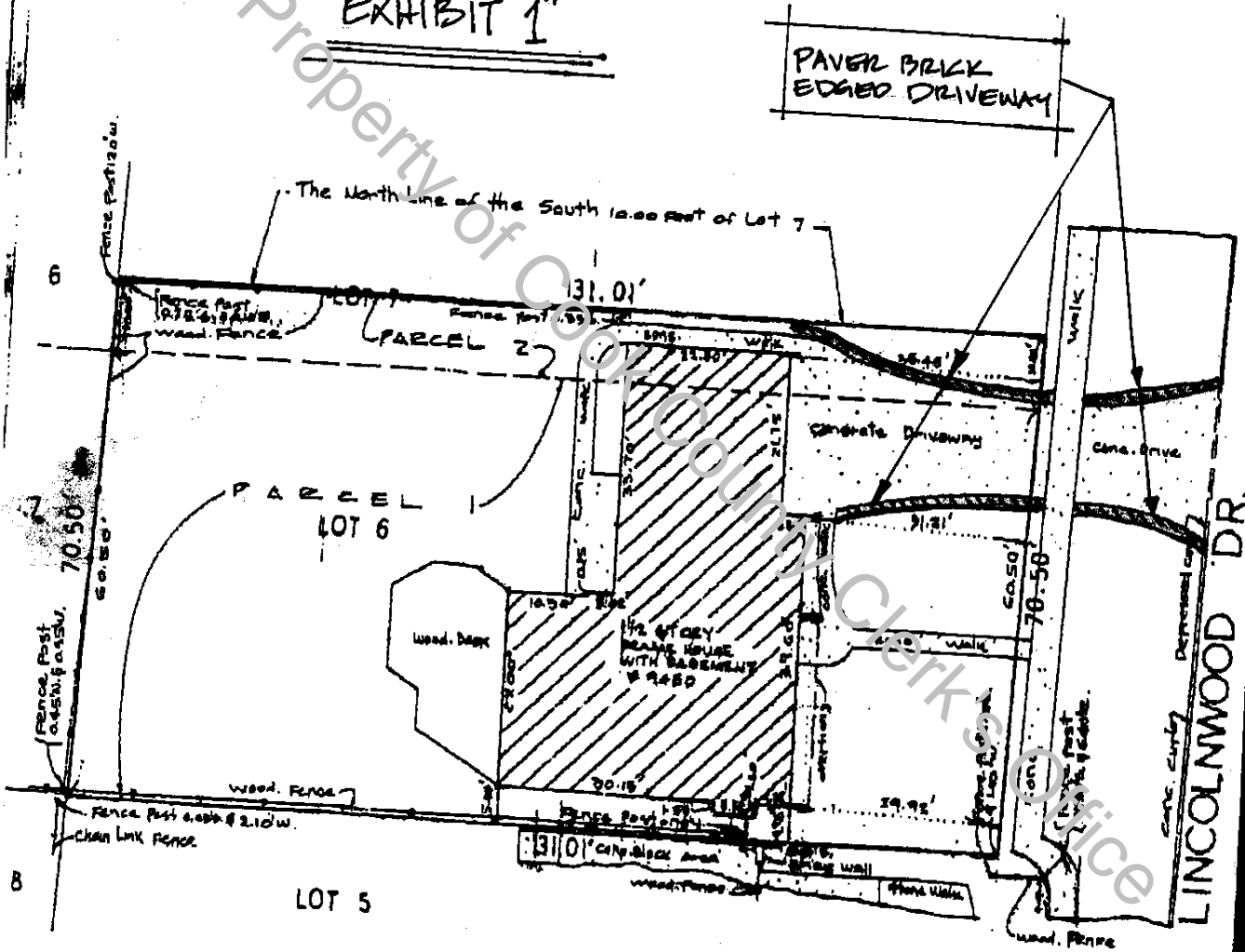
# PLAT OF SURVEY

OF



PARCEL 1:  
LOT 6 IN CENTRAL PARK ADDITION TO MILES CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 ACRES OF THE NORTH 12 ACRES OF LOT 4 IN THE COUNTY CLERK'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PARCEL 2:  
THE SOUTH 10.00 FEET OF LOT 7 IN THE COMPLETE HOUSE ADDITION TO LINCOLNWOOD 1<sup>ST</sup> ADDITION, A SUBDIVISION OF THE SOUTH 2 ACRES OF THE NORTH 6 1/2 ACRES OF THE SOUTH 48 RODS OF THE NORTH 48 1/2 RODS OF THE WEST 60 RODS OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
COMMONLY KNOWN AS: 9430 LINCOLNWOOD DRIVE, EVANSTON, ILLINOIS.

## EXHIBIT "1"



✓ CHECKED IN BOX MEANS THAT SURVEY HAS BEEN  
REVIEWED AND FOUND TO BE CORRECT WITH A NEW SET OF  
MORNING COAST TRANSMISSION AND IS NOT TO BE USED  
FOR CONSTRUCTION.

THE LEGAL DESCRIPTION SHOWN ON THIS PLAT HEREON  
DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY  
SHOULD BE COMPARED WITH THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 0-55549  
Scale: 1 inch = 10 feet  
Date: MAY 26, 2001  
Ordered by: Sept + Z. Barman  
Attorney at Law



THE DIMENSIONS AND ANGLES ARE SHOWN ONLY WHERE  
YOUR SURVEY OR INSTRUMENT

CONVERT ALL POINTS BEFORE BUILDING BY SAME AND  
DO NOT MAKE ANY ALTERATIONS

PROFESSIONALS ASSOCIATED SURVEY, INC. is hereby  
certified to have prepared the above described plat in  
accordance with the provisions of the Illinois Surveying  
Act, Chapter 120, Section 1-1.1, et seq.

*Wayne W. Donger*