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LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT



Doc#: 0407250002
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 03/12/2004 07:54 AM Pg: 1 of 8

Plan Commission Case
91-15P, 04-3-Z-3254

*AMALGAMATED BANK OF CHICAGO *flka*

This Agreement is entered into this 1st day of March, 2004 by and between Amalgamated Trust & Savings Bank, Trustee under Trust # 5610 (hereinafter referred to as "TRUSTEE"), Congregation Or Torah (hereinafter referred to as "CONGREGATION"), and the VILLAGE OF SKOKIE, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"). The parties to this Agreement hereby agree as follows:

1. **TRUSTEE** is the owner of real property located in the Village of Skokie, described as follows:

PARKING SPACES ON

LOTS 4 THRU 7 (BOTH INCLUSIVE) IN BLOCK 2, LOTS 20 THRU 42 (BOTH INCLUSIVE) IN BLOCK 1, VACATED SPRINGFIELD AVENUE LYING BETWEEN LOT 7 BLOCK 2 AND LOT 20 BLOCK 1, AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS AND STREETS IN HARRY A ROTH AND COMPANY TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER HEIRS SUBDIVISION OF THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO;

LOTS 56 THRU 66 (BOTH INCLUSIVE) AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS IN NORTHWESTERN EXTENSION REALTY COMPANIES DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION, IN THE SOUTH QUARTER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-14-310-055, 10-14-310-056

commonly known as 3828 Dempster Street, Skokie, Illinois.

2. **CONGREGATION** is the owner of real property located in the Village of Skokie, described as follows:

LOTS 10, 11, AND 12 IN "ADDITION TO TIMBER RIDGE", BEING A SUBDIVISION OF THE WEST 200 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 10-14-311-050

commonly known as 3750 Dempster Street, Skokie, Illinois.

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3. At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit, Business License, or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
4. By the terms of the aforesaid permit, the **TRUSTEE** and **CONGREGATION** are required to install and maintain landscaping in accordance with a plan dated December 19, 2003 approved by the **VILLAGE**.
5. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **TRUSTEE** and **CONGREGATION** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the **VILLAGE's** land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **TRUSTEE** and **CONGREGATION**.
6. The purpose of this Agreement is to assure:
 - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
 - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
7. The property, which is the subject matter of this Agreement, is legally described above. The portions of the subject property which are to be landscaped and maintained pursuant to the terms and conditions of this Agreement are indicated on the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.
8. **TRUSTEE** and **CONGREGATION** agree that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the subject property. Such landscaping is necessary in order for the **TRUSTEE** and **CONGREGATION** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **TRUSTEE** and **CONGREGATION** requested development or use of the property.
9. **TRUSTEE** and **CONGREGATION** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **TRUSTEE** and **CONGREGATION** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or permit specifies maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.
10. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **TRUSTEE** and **CONGREGATION** fail to meet the standard of maintenance necessary to keep the landscaping in a healthy

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condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **TRUSTEE** and **CONGREGATION** who shall have 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20-day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **TRUSTEE** and **CONGREGATION** or mail a copy of it by certified mail to the **TRUSTEE** and **CONGREGATION**'s last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.

11. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.
12. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **TRUSTEE** and **CONGREGATION** for payment. If the **TRUSTEE** and **CONGREGATION** fail to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the subject property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.
13. In addition to having a lien placed on the subject property, the **VILLAGE** may institute a legal action to collect the amount owed. The **TRUSTEE** and **CONGREGATION** agree to pay the **VILLAGE** a reasonable sum as attorney's fees and court costs.
14. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **TRUSTEE** and **CONGREGATION** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **TRUSTEE** and **CONGREGATION** to post additional security. The **VILLAGE** may require either a cash deposit or a surety bond guaranteeing performance in a form signed by sureties satisfactory to the **VILLAGE**. The condition of the security shall be that if the **TRUSTEE** and **CONGREGATION** fail to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **TRUSTEE** and **CONGREGATION** and use the proceeds of the cash bond, or in the case of a surety bond, require the securities to perform the obligations of this Agreement.

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- 15. The **TRUSTEE** and **CONGREGATION** hereby agree to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorneys fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
- 16. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE**, the **TRUSTEE** and **CONGREGATION** as follows:

If to **VILLAGE**:
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077
 Attention: Village Clerk

With copies to:
 Village Manager
 5127 Oakton Street
 Skokie, IL 60077

Corporation Counsel
 5127 Oakton Street
 Skokie, IL 60077

If to the **TRUSTEE** and **CONGREGATION**:

AMALGAMATED BANK OF CHICAGO *f/k/a*
 Amalgamated Trust & Savings Bank
 Trustee under Trust # 5610
 1 W. Monroe
 Chicago, IL 60603

Congregation Or Torah
 An Illinois not for profit corporation
 3828 Dempster St.
 Skokie, IL 60077

Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

- 17. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.
- 18. This Agreement pertains to, runs with the subject property, and shall be binding on the successors, assigns, and heirs in interest.
- 19. This Agreement shall be recorded at the **TRUSTEE** and **CONGREGATION**'s expense in the Office of the Recorder of Deeds for County of Cook.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AMALGAMATED BANK OF CHICAGO *f/k/a*

Amalgamated Trust & Savings Bank
Trustee under Trust # 5610

By: _____

Title: _____

*See attached Rider for
signature of Trustee*

VILLAGE OF SKOKIE

By: *Albert J. [Signature]*
its Village Manager

Congregation Or Torah

See attached rider for
By: signature.
Authorized Officer

Title: _____

ATTEST:

Mark Wilbur
Village Clerk

Property of Cook County Clerk's Office

**TO: RECORDER OF DEEDS or REGISTRAR OF TITLES
PLEASE RETURN TO WILL CALL BOX 429**

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RIDER ATTACHED TO: AND MADE A PART OF LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT

DATED: _____

This instrument is executed by **AMALGAMATED BANK OF CHICAGO**, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said **AMALGAMATED BANK OF CHICAGO** in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said document all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said, **AMALGAMATED BANK OF CHICAGO** as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that **AMALGAMATED BANK OF CHICAGO** shall have no liability, contingent or otherwise arising out of, or in any way related to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

**AMALGAMATED BANK OF CHICAGO, NOT
INDIVIDUALLY, BUT AS TRUSTEE UNDER
TRUST NO. 5610**

BY: _____

SENIOR VICE PRESIDENT

IRVING B. POLAKOW

ATTEST: _____

ASST. VICE PRESIDENT/TRUST OFFICER

JOAN M. DICOSOLA

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Amalgamated Trust & Savings Bank
Trustee under Trust # 5610

VILLAGE OF SKOKIE

By: _____

By: _____
its Village Manager

Title: _____

Congregation Or Torah

ATTEST:

By: John Baliga
Authorized Officer

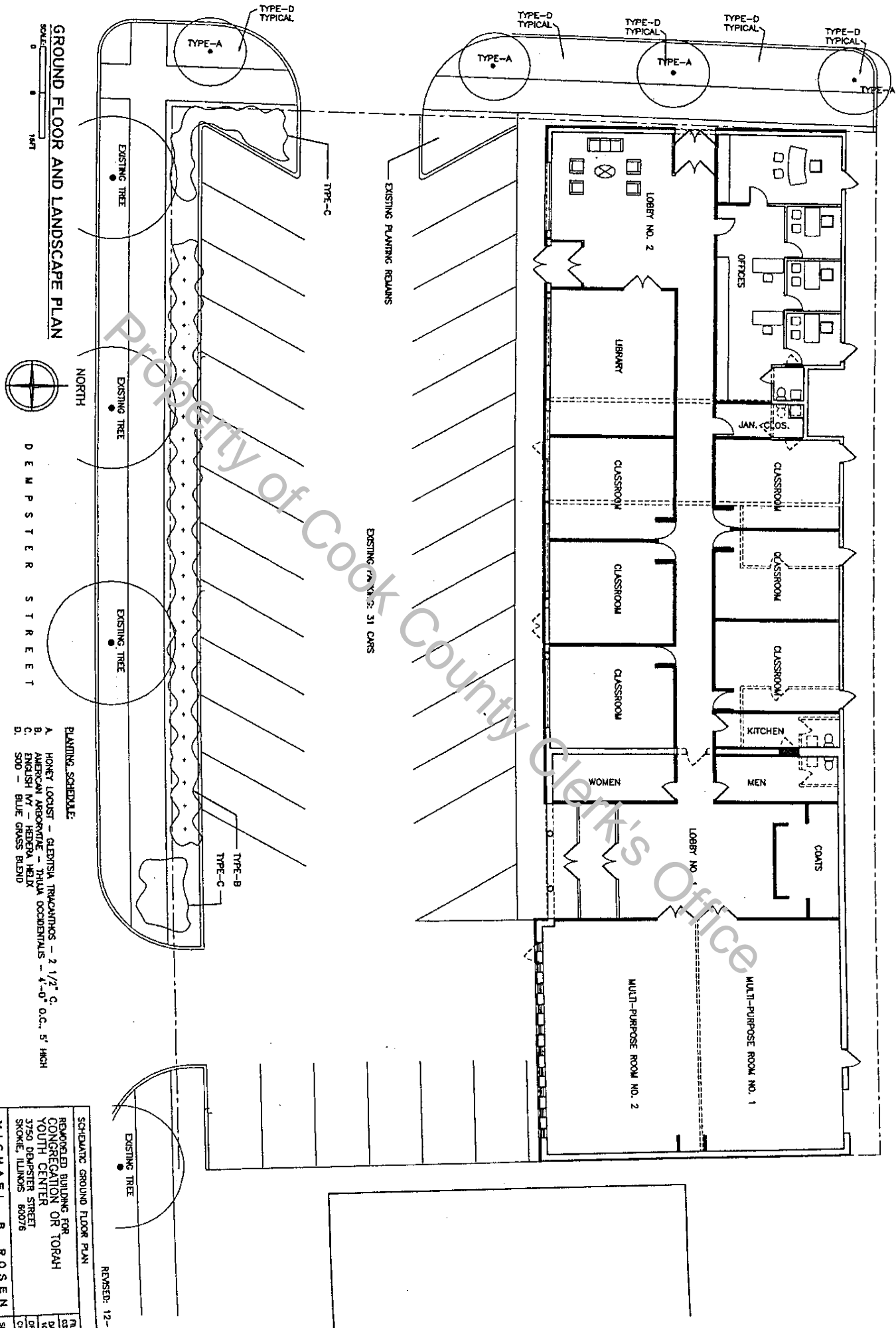
Village Clerk

Title: President

Property of Cook County Clerk's Office

**TO: RECORDER OF DEEDS or REGISTRAR OF TITLES
PLEASE RETURN TO WILL CALL BOX 429**

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- PLANTING SCHEDULE:**
- A. HONEY LOCUST - GLEBISIA TRACANTHOS - 2 1/2" C.
 - B. AMERICAN ARBORVITAE - THUJA OCCIDENTALIS - 4'-0" O.C., 5' HIGH
 - C. ENGLISH IVY - HEDERA HELIX
 - D. SOD - BLUE GRASS BLEND

GROUND FLOOR AND LANDSCAPE PLAN



D E M P S T E R S T R E E T

SCALE: 1" = 10'

SCHEDULED GROUND FLOOR PLAN

REVISION: 12-19-03

REMARKS: REMODELED BUILDING FOR CONGREGATION OR TORAH YOUTH CENTER

3750 DEMPSTER STREET
SMOKY, ILLINOIS 60076

MICHAEL B. ROSEN

53 W. JACKSON BLVD. CHICAGO, IL 60604
312/922-1989 FAX: 312/922-3402

FILE NO.	
DATE	03-03
DR.	
CHK.	
SHEET NO.	A-1