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RETURN RECORDED
DOCUMENT TO:

RECORDER'S BOX NO: 429

This instrument prepared by:
J. Patrick Hanley
Corporation Counsel
Village of Skokie
5127 Oakton
Skokie, Illinois 60077



Doc#: 0428050052
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 10/08/2004 07:57 AM Pg: 1 of 4

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of September 2004 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **GlobEx Developments, Incorporated** (hereinafter referred to as **OWNER**). The parties agree as follows:

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

LOT 2 IN GLOBEX DEVELOPMENT SUBDIVISION,
BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE
NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING WEST OF THE WEST RIGHT-OF-
WAY LINE OF THE CHICAGO AND NORTHWESTERN
RAILROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4953 WRIGHT TERRACE,
SKOKIE, ILLINOIS

PIN: Arbitrary Assigned PIN 10-21-229-002-0000

2. **OWNER** has requested a permit from the **VILLAGE** to install a brick paver driveway on the property, commonly known as 4953 Wright Terrace, Skokie, Illinois including the driveway approach adjacent to the property, which is public right-of-way.
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

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

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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: 
its **VILLAGE MANAGER**

ATTEST:


VILLAGE CLERK

PROPERTY OWNERS

By: 
S. Aaron Tenerbaum
Secretary of GlobEx Developments

By: _____

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PLAT OF SURVEY

LOT 2 IN GLOBEX DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

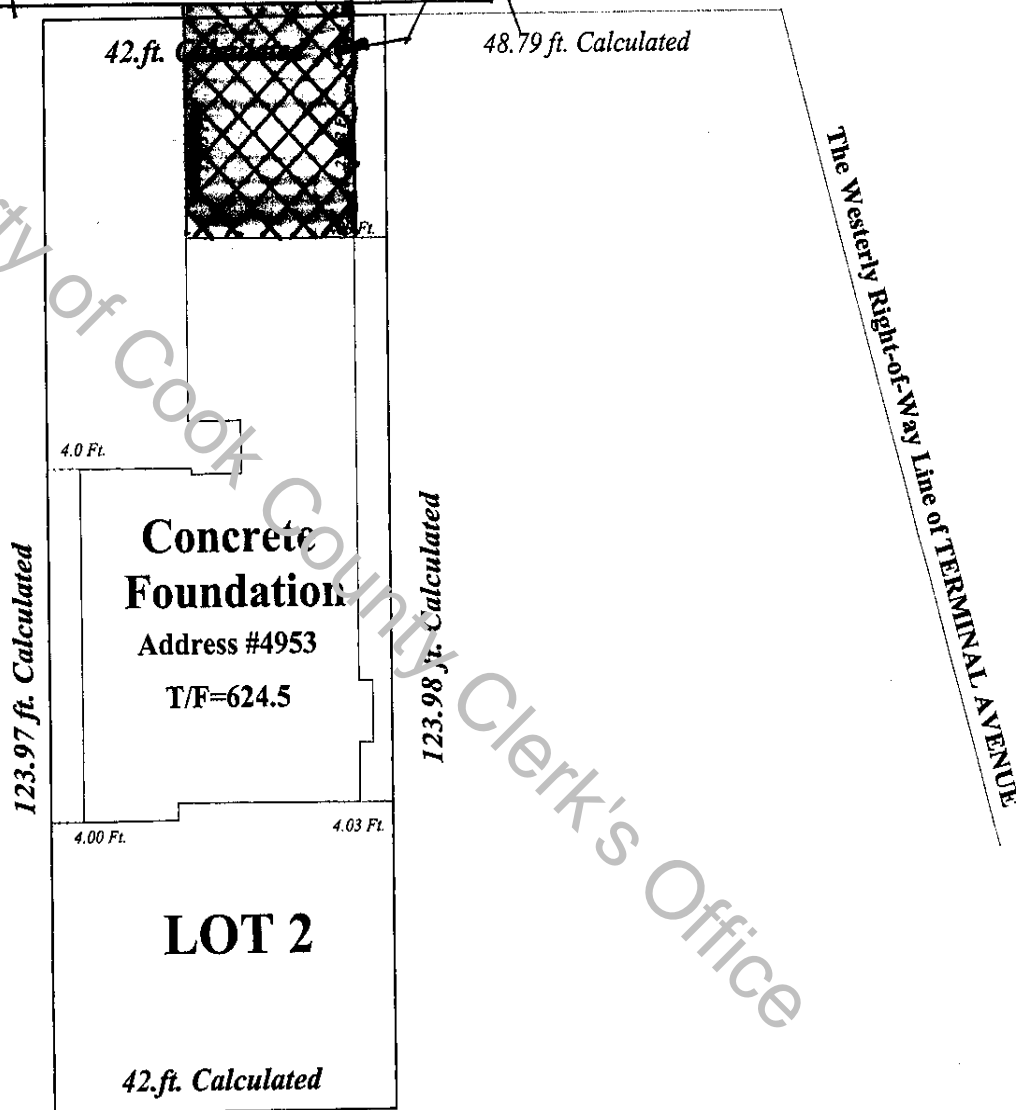
COMMONLY KNOWN AS: 4953 Wright Terrace, Skokie, Illinois



BENCHMARK ELEVATION REFERENCE		
REFERENCE MARK	ELEVATION (FEET NGVD)	DESCRIPTION OF LOCATION
Skokie	626.57	The fire hydrant on the northwest corner of Wright Terrace & Terminal Avenue. The arrow bolt was used for the elevation.

EXHIBIT "1"

WRIGHT TERRACE



16 FT. Public Alley (Crushed Stone)

STATE OF ILLINOIS COUNTY OF COOK

Survey completed: The thirtieth day of June 2004

S.S. David Kaminsky 09/22/04

David Kaminsky Illinois Professional Land Surveyor #35-3115 Date

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction and no dimension shall be assumed by scale measurement upon this plat. WE DO NOT CERTIFY AS TO LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS. FOR EASEMENT, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT REFER TO THE ABSTRACT, DEED, CONTRACT, TITLE POLICY AND LOCAL BUILDING REGULATIONS. The Legal Description noted on this plat was written by David Kaminsky P. L. S.

ACCURATE COMPUTERIZED SURVEYING SYSTEMS

2222 CENTER AVENUE, NORTHBROOK ILLINOIS 60062-4519

Phone: (847) 272 2253 Fax: (847) 272 2253 Cell: (847) 370 9927

Drawn and Supervised by: David Kaminsky P. L. S.

Scale:

1 inch=15 feet

Ordered by:

Slava Aaron Tenenbaum, Chartered

Job Number:

#030414_SK8500TE

Checked by:

S.G.

Data Collector:

MC-SGT #162012371

Municipality:

Skokie, Illinois