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RECORDER'S BOX NO: 429

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



Doc#: 0520150025
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 07/20/2005 11:15 AM Pg: 1 of 3

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of July 2005 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **Mohammad Shuaib** (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 117 East 17 feet of Lot 113 in Laramie Lawn, a subdivision of the West 1/2 of the Northeast 1/4 of Section 33, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 5046 Estes Avenue, Skokie, Illinois.

PIN: 10-33-205-021-0000 & 10-33-205-053-0000

2. **OWNER** has requested a permit from the **VILLAGE** to install a brick paver driveway on the property, commonly known as 5046 Estes Avenue, 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 proposed driveway approach in the right-of-way and a description of the material to be used.

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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.
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.

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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

Deputy

PROPERTY OWNERS

By: 

By: _____