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RETURN RECORDED
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RECORDER'S BOX NO: 429

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



Doc#: 0611456103 Fee: \$30.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/24/2008 12:42 PM Pg: 1 of 4

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February 2006 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **Johnjoe Farragher and Stephanie Farragher** (hereinafter referred to as **OWNER**). The parties agree as follows:

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

Lots 8 and 9 in Block 4 in Harry A. Roth and Company's Crawford-Church Terminal Subdivision No. 3, being a subdivision of the West 1/2 of the West 1/2 of the Northwest 1/4 lying South of a Line 10.096 chains (1062.336 feet) South of and parallel to the North line of the Northwest 1/4 of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 9334 N. Harding Avenue, Skokie, Illinois.

PIN: 10-14-116-031-0000 & 10-14-116-032-0000

2. **OWNER** has requested a permit from the **VILLAGE** to install a brick paver driveway on the property, commonly known as 9334 N. Harding 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

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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.
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.

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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

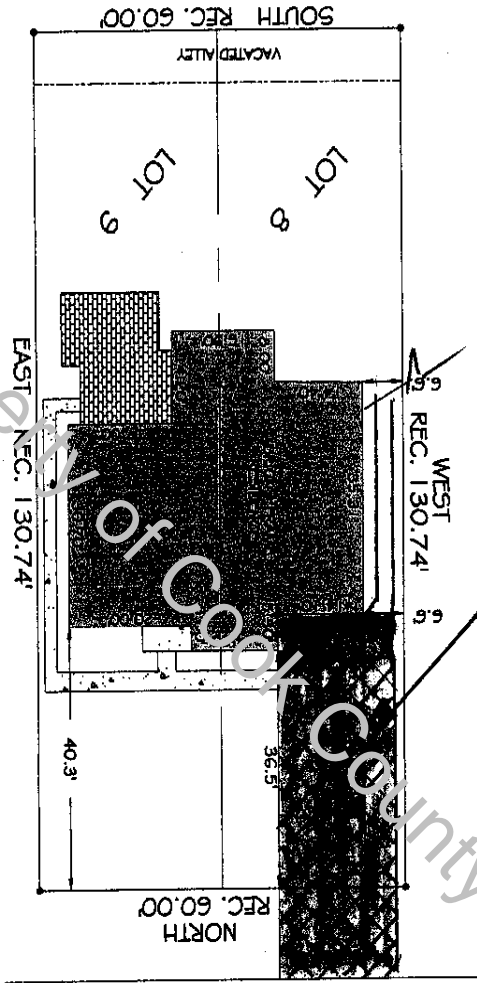
PROPERTY OWNERS

By: 

By: 

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EXHIBIT 1"



N. HARDING

PLAT OF SURVEY

LEGAL DESCRIPTION

LOTS 8 AND 9 IN BLOCK 4 IN HARRY A. ROTH AND COMPANY'S GRAMERCY-CHURCH TERRACE SUBDIVISION NO. 5, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 LING SOUTH OF A LINE 10.096 CHAINS (1062.336 FEET) SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

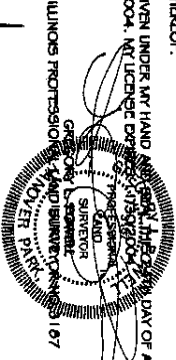
Commonly Known as:
9334 N. HARDING
EVANSTON, ILLINOIS
 PIN NO. 5: 10-1-4-116-031 & 10-1-4-116-032

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) 5.5.)

I, GREGORY L. POWELL, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL, THIS 22ND DAY OF APRIL, A.D. 2004. MY LICENSE DOES EXPIRE ON 03/31/2006.



Date: 02-24-11
 Drawn by: GTP
 Checked: GTP
 Approved: GTP
 No: 0422404
 Date: 11-20

Prepared by:
STEPHANIE FARRAGHER
 9334 N. Harding
 Evanston, Illinois

G. Powell & Associates Inc.
 Professional Land
 Surveyors

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