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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#: 0728956111 Fee: \$30.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/18/2007 12:23 PM Pg: 1 of 4

AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of October 2007 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **Grevarchese Cherian and Sabina Cherian** (hereinafter referred to as **OWNER**). The parties agree as follows:

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

THE SOUTH 2.5 FEET OF LOT 22, ALL OF LOT 23 AND THE NORTH .50 FEET OF LOT 24 IN BLOCK 4 IN ERNEST H. KLODE'S TOWERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON FEBRUARY 15, 1966 AS LR2256424, IN COOK COUNTY, ILLINOIS.

TOTAL NET AREA: 5,765.30 SQ. FT. = 0.1323 ACRE

Commonly know as: 6850 Lorel Avenue, Skokie, Illinois

PIN: 10-33-108-023-0000

2. **OWNER** has requested a permit from the **VILLAGE** to install a brick paver driveway on the property, commonly known as 6850 Lorel 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

4

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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 paver 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: 
Sabrina Cherian

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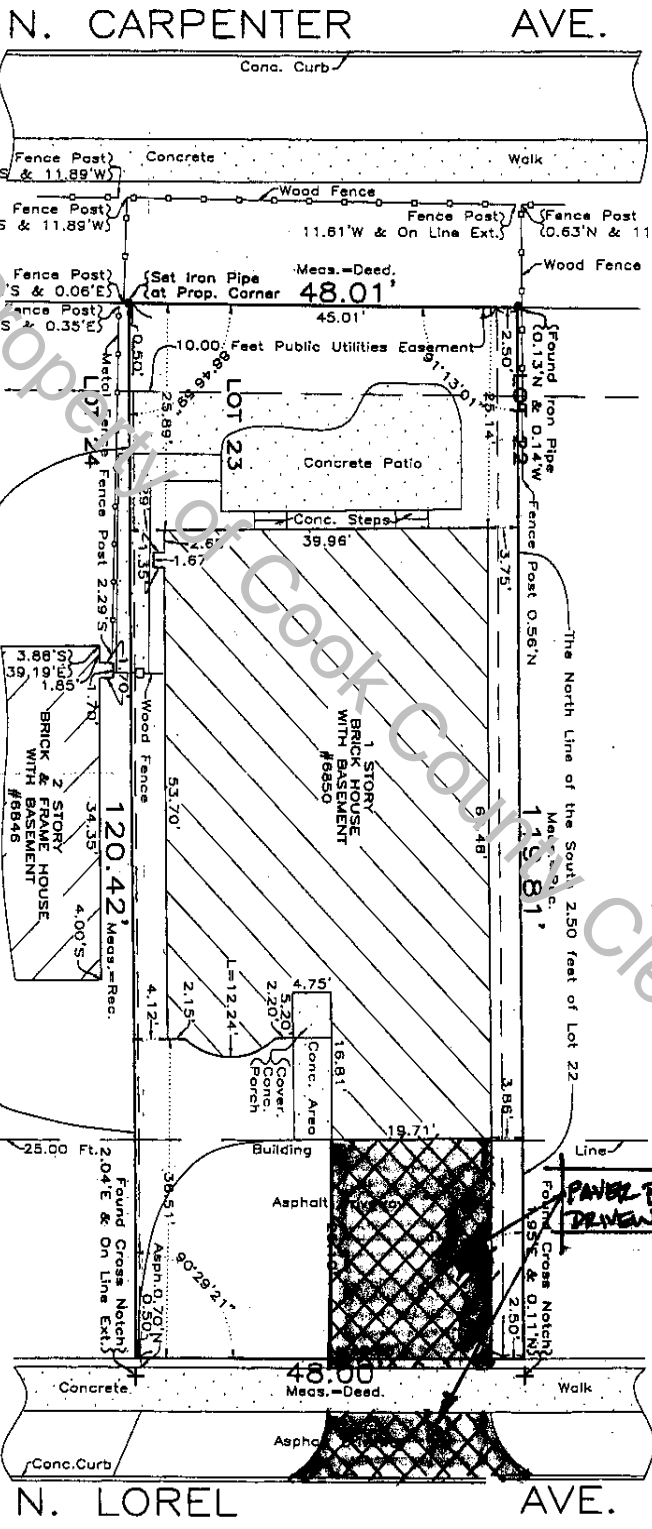
7100 N. TRAPP AVENUE
LINCOLNWOOD, ILLINOIS 60712

EXHIBIT "1"



Order No. 05-73026
Scale: 1 inch = 15 feet
Date of Field Work: October 25, 2005
Ordered by: Geevarghese Cherian

THE LEGAL DESCRIPTION SHOWN ON THE 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. BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.



THE SOUTH 2.5 FEET OF LOT 22, ALL OF LOT 23 AND THE NORTH .50 FEET OF LOT 24 IN BLOCK 4 IN ERNEST H. KLODE'S TOWERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON FEBRUARY 15, 1986 AS LR2256424, IN COOK COUNTY, ILLINOIS.
TOTAL NET AREA: 5,785.30 SQ. FT. = 0.1323 ACRE
COMMONLY KNOWN AS: 6850 NORTH LOREL AVENUE, SKOKIE, ILLINOIS.

PROFESSIONALS ASSOCIATED SURVEY, INC. PLAT OF SURVEY

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



THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS MINIMUM STANDARDS FOR SOUNDARY SURVEY. THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.
State of Illinois
County of Cook ss.
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and that, in accordance with our knowledge, the plat hereon drawn is an accurate representation of the same.
Date: October 25, 2005
Donald E. Donahoe
ILLINOIS LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2006
DRAWN BY: J. K.