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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/24/2015 01:07 PM Pg: 1 of 4

This instrument prepared by:
Michael M. Lorge
Corporation Counsel
Village of Skokie
5127 Oakton
Skokie, Illinois 60077

AGREEMENT

THIS AGREEMENT made and entered into this 20 day of July, 2015 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**SKOKIE**") and **Mohammad S. and Carmen W. Jazairli** (hereinafter referred to as "**OWNERS**"). The parties agree as follows:

WHEREAS, OWNERS are the true owners of the following described real estate (hereinafter "Property"):

LOT 45 AND THE WEST 1.5 FEET OF LOT 46 IN THE MAIN STREET AND LINCOLN AVENUE SUBDIVISION OF LOTS 17 AND 18 AND 19 (EXCEPT A STRIP IN SAID LOT 19 WHICH IS ONE ROD WIDE EAST OF AND ADJOINING THE WEST 820.20 FEET OF THE SOUTH 40 RODS OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$) IN OWNERS SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 10-21-303-068-0000

WHEREAS, currently there are multiple structures and objects in the public right of way adjacent to the Property, commonly known as 8301 Lockwood Avenue, Skokie, Illinois, and are the personal property of the **OWNERS**.

WHEREAS, on the west side of the Property, are shrubs and bushes, two separate portions of a paved circular driveway, a retaining wall, a fountain with bushes on either side and extend into the right of way as deep as 11.08 feet. On the south side of the Property, are various shrubs and bushes that run almost the length of the Property located wholly in the public right of way as much as 5.32 feet.

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These items referred to on the west and south side of the Property which are located in the public right of way are hereinafter collectively referred to as "Encroachments".

WHEREAS, an aerial picture with detailed measurements showing the Encroachments is attached hereto and marked as Exhibit "A".

WHEREAS, **SKOKIE** has not given permission nor approved said Encroachments into the public right of way.

WHEREAS, **OWNERS** are now seeking permission from **SKOKIE** to allow the afore-referenced Encroachments, as the removal of the objects would be cost prohibitive at this time.

NOW THEREFORE, in consideration for **SKOKIE** granting permission to allow the Encroachments to be located in the right of way, **OWNERS** understand and agree to the following:

1. That if at any time subsequent to the date of this agreement, **SKOKIE** desires to utilize or improve the above described public right of way, for any public purpose including but not limited to the installation of sidewalks, **OWNERS** must remove any or all of the Encroachments at **OWNERS'** expense.
2. That **OWNERS** shall not install or create any additional Encroachments in the public right of way adjacent to the Property.
3. That **OWNERS** shall incur any and all costs related to the maintenance, repair, restoration or removal of the above listed Encroachments.
4. That **OWNERS** and all future **OWNERS** of the Property shall be responsible for maintenance, installation, restoration, and repair of said Encroachments on the public right of way adjacent to the Property.
5. That in further consideration, **OWNERS** and all future **OWNERS** shall be responsible for any and all costs related to the repair, restoration, maintenance or removal of the Encroachments. That, if at any time, **SKOKIE** performs any work that results in the need for restoration or repair of the Encroachments, the **OWNERS** and all future **OWNERS** shall be responsible for any and all restoration or repair and costs related thereto. This shall include, but not be limited to when **SKOKIE** or any utility is maintaining, installing, repairing, or constructing within the public right of way.
6. That **OWNERS** and all future **OWNERS** shall forever hold harmless and indemnify **SKOKIE**, its agents and employees, and save them from and indemnify **SKOKIE** 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 maintenance, restoration, excavation, construction, building, repair on the public right of way, adjacent to their Property. This shall include, but not be

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limited to when **SKOKIE** or any utility is maintaining, installing, repairing, or constructing within the public right of way.

7. That the **OWNERS** and all future **OWNERS** shall reimburse **SKOKIE** for any and all damage to **SKOKIE** property or persons, arising directly or indirectly as a result of the installation, repair, restoration, removal, maintenance or existence of the Encroachments.
8. That the **OWNERS** and all future **OWNERS** shall be solely responsible for the acts and/or omissions of their agents, contractors and/or employees.
9. That the public right of way portion where the Encroachments materials are installed shall be included in the **OWNER'S** Homeowner's Insurance policy. The **OWNERS** shall:
 - i. provide **SKOKIE** with 30 days' notice, in writing, of cancellation or material change;
 - ii. name **SKOKIE** as an additional insured on all required insurance coverage. **SKOKIE**, its agents, officials and employees shall be specifically referenced on all applicable certificates.
10. That in the event that the **OWNERS'** Homeowners Insurance is either canceled or lapses, or **SKOKIE** is removed from the policy as an additional insured, **OWNERS** shall assume any and all liability for any loss or claim occurring on or within the above referenced portion of the public right of way.
11. That **OWNERS** and all future **OWNERS** shall comply with all Codes, Ordinances, policies, procedures and rules and regulations of **SKOKIE**.
12. That by the execution of this **AGREEMENT**, **OWNERS** declare that they have the authority to execute this **AGREEMENT** on behalf of all current and future **OWNERS**.
13. That a copy of this **AGREEMENT** shall be recorded with the Recorder of Deeds at the **OWNERS'** expense.

VILLAGE OF SKOKIE

By: 

its Village Manager

ATTEST:



Village Clerk

PROPERTY OWNERS

By: 

Mohammad S. Jazairli

By: 

Carmen W. Jazairli

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Exhibit A

