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AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING

Plan Commission Case
2017-59P



Doc# 1810144058 Fee \$54.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/11/2018 11:57 AM PG: 1 OF 9

This Agreement is entered into this 30th day of March 2018, by and between **CONGREGATION OR TORAH**, hereinafter referred to as "**PROPERTY OWNER**", and the **VILLAGE OF SKOKIE**, an Illinois municipal corporation, hereinafter referred to as "**VILLAGE**". The parties to this Agreement hereby agree as follows:

PROPERTY OWNER is the owner of real property located in the Village of Skokie,

PARCEL 1: (DEED RECORDED AS DOCUMENT NUMBER 0924350040)

LOTS 26 TO 34, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35, 17.22 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 35; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: (DEED RECORDED AS DOCUMENT NUMBER 0924350041)

LOTS 36 TO 39, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT OF THE SOUTH LINE OF SAID LOT 35, 17.22 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 35; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALSO THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT OF THE SOUTH LINE OF LOT 40, 16.24 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 40; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF VACATED ALLEY, 13.13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (DEED RECORDED AS DOCUMENT NUMBER 0924350041)

LOTS 41 AND 42 AND THAT PART OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS TOGETHER WITH THAT PART OF THE LOT 40 AND ADJACENT VACATED ALLEY LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT OF THE SOUTH LINE OF LOT 40, 16.24 FEET EAST OF THE SOUTHWEST CORNER; THENCE NORTH TO A POINT OF THE NORTH LINE OF THE SOUTH 1/2 OF VACATED ALLEY, 13.13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY ALL IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF

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LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH ¼ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 10-14-310-064-0000, 10-14-310-055-0000 and 10-14-310-056-0000

1. At or near the time of execution of this Agreement, the **VILLAGE** granted an Occupancy Permit, Business License, Site Plan Approval or Special Use Permit hereinafter collectively referred to as "permit" pursuant to state statutes and local ordinances.
2. By the terms of the aforesaid permit, the **PROPERTY OWNER** is required to install and maintain landscaping in accordance with the plan dated **December 27, 2017**, or as it may be subsequently revised with the approval of the Village Manager, or designee, and the Corporation Counsel.
3. The parties to this Agreement recognize that the installation and maintenance of landscaping is an integral part of the **PROPERTY OWNER's** plan for development and/or use of the property and is necessary to carry out the purpose and intent of the **VILLAGE's** land use objectives, and that the permit would not have been approved by the **VILLAGE** without the assurance that this Agreement would be executed by the **PROPERTY OWNER**.
4. The purpose of this Agreement is to assure:
 - (a) installation of the landscaping in accordance with the landscaping plan approved by the **VILLAGE**, and
 - (b) continued maintenance and care of the landscaping, including any landscaping indicated in the parkway area.
5. The property, which is the subject matter of this Agreement, is legally described above. The portions of the Subject Property which are to be landscaped and maintained pursuant to the terms and conditions of this Agreement are indicated on the Landscape Plan attached hereto, marked Exhibit "1" and are hereby made a part of this Agreement.
6. **PROPERTY OWNER** agrees that the installation and maintenance of the landscaping which is required in accordance with the permit issued by the **VILLAGE** and this Agreement will materially benefit the Subject Property. Such landscaping is necessary in order for the **PROPERTY OWNER** to comply with the conditions of the permit issued or granted by the **VILLAGE** for the **PROPERTY OWNER's** requested development or use of the property.
7. **PROPERTY OWNER** shall diligently maintain and care for the landscaping which is installed and required by the permit and this Agreement, using generally accepted methods of cultivation and watering. The **PROPERTY OWNER** shall maintain a standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If Exhibit "1", attached hereto or permit specifies maintenance standards or procedures,

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such procedures are hereby adopted as part of this Agreement, and by such adoption, become enforcement conditions of this Agreement.

8. Failure to maintain the landscaping as required by this Agreement shall be a nuisance. In the event the **PROPERTY OWNER** fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as required by this Agreement, the **VILLAGE** shall give written notice of the deficiency to the **PROPERTY OWNER** who shall have 20 days to make the necessary correction or replacement. If such correction or replacement is not made within the aforesaid 20-day period, the **VILLAGE** may elect to abate the nuisance and take necessary action to assure that the landscaping is replaced and/or maintained. In the event, the **VILLAGE** so elects; the **VILLAGE** shall serve notice of its intent to enter the premises for this purpose. The **VILLAGE** shall either personally serve the notice upon the **PROPERTY OWNER** or mail a copy of it by certified mail to the **PROPERTY OWNER's** last known address, or as shown on the tax rolls, at least 15 days in advance of the date when the **VILLAGE** or its agent intends to enter the premises.
9. For this purpose, the **VILLAGE** or its agent may enter upon the property and perform such work as it considers reasonably necessary and proper to restore, maintain, or replace the landscaping required by this Agreement. The **VILLAGE** may act either through its own employees or through an independent contractor.
10. The **VILLAGE** shall be entitled to reimbursement for abating the nuisance in restoring, maintaining or replacing the landscaping, provided that the **VILLAGE** follows the procedures set forth in this Agreement. Costs shall include but shall not be limited to actual costs incurred by the **VILLAGE** and administrative costs. The **VILLAGE** shall make demand upon the **PROPERTY OWNER** for payment. If the **PROPERTY OWNER** fails to pay the costs within 30 days of the date on which demand is made, the **VILLAGE** may cause a lien to be placed on the Subject Property. The **VILLAGE** may record a notice with the Recorder of Deeds for Cook County stating that it has incurred expenses under the terms this Landscape Agreement. The **VILLAGE** shall be entitled to collect interest at the statutory rate on the amount owed.
11. In addition to having a lien placed on the Subject Property, the **VILLAGE** may institute a legal action to collect the amount owed. The **PROPERTY OWNER** agrees to pay the **VILLAGE** a reasonable sum for attorney's fees and court costs.
12. If either party upon the execution of this Agreement or during the course of performance considers that it is necessary to have the **PROPERTY OWNER** post additional security to guarantee the performance of his obligations hereunder, the **VILLAGE** may require the **PROPERTY OWNER** to post additional security. The **VILLAGE** may require either a cash deposit or a surety bond guaranteeing performance in a form signed by sureties satisfactory to the **VILLAGE**. The condition of the security shall be that if the **PROPERTY OWNER** fails to perform any obligation under this Agreement, the **VILLAGE** may, act on behalf of the **PROPERTY OWNER** and use the proceeds of the cash bond, or in

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the case of a surety bond, require the securities to perform the obligations of this Agreement.

13. The **PROPERTY OWNER** hereby agrees to indemnify and hold harmless the **VILLAGE**, its trustees, officials, employees and agents for any costs, claims, actions or causes of action for personal injury, property damage or otherwise, including reasonable attorney's fees, which may arise from the **VILLAGE** exercising any of its rights or obligations and performance under this Agreement.
14. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to the **VILLAGE** and the **PROPERTY OWNER** as follows:

If to **VILLAGE**:
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077
 Attention: Village Clerk

If to the **PROPERTY OWNER**:
 Congregation Or Torah
 3800 Dempster Street
 Skokie, IL 60076

With copies to:
 Village Manager
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077

Corporation Counsel
 Village of Skokie
 5127 Oakton Street
 Skokie, IL 60077

Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

15. The Parties and the individuals whose signature is affixed to this Agreement, each acting with due authority have executed this Agreement.
16. This Agreement pertains to, runs with the Subject Property, and shall be binding on the successors, assigns, and heirs in interest.
17. This Agreement shall be recorded at the **PROPERTY OWNER's** expense in the Office of the Recorder of Deeds for County of Cook.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CONGREGATION OR TORAH

VILLAGE OF SKOKIE

By: [Signature]

By: [Signature]
its Village Manager

Title: President of congregation Or Torah

ATTEST:

ATTEST:

[Signature]
its Village Clerk

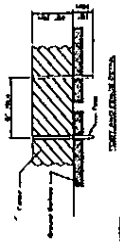
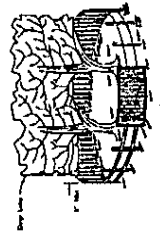
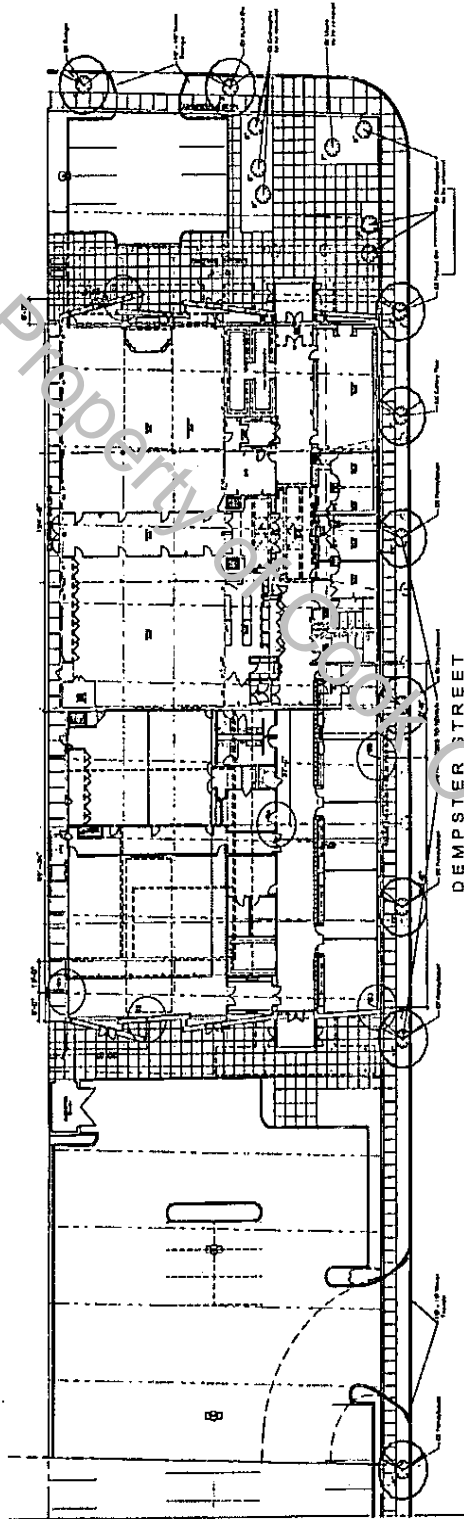
Its: _____

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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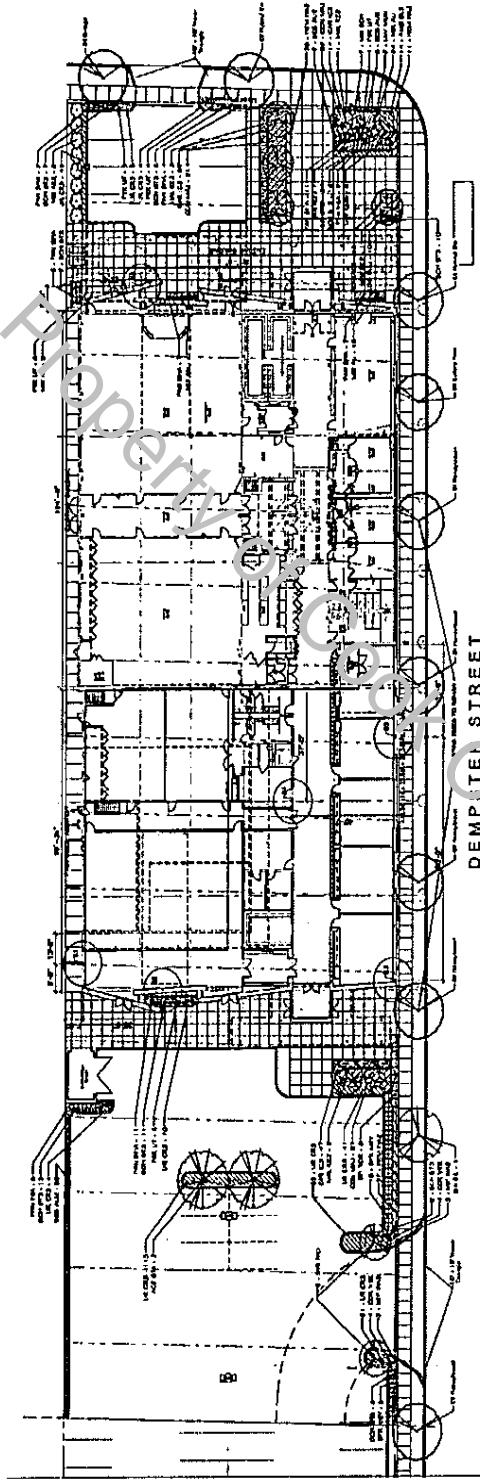
1 TREE PROTECTION DETAIL
 SEE 100 FOR
 NOTES:
 1. This detail is to be used for all trees in the project.
 2. The tree protection structure shall be constructed in accordance with the details shown on this sheet.
 3. The tree protection structure shall be installed prior to the start of construction.
 4. The tree protection structure shall be maintained throughout the construction period.

AMSTADTIER ARCHITECTS
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ulc Urban Landscape Collaborative
 Landscape Architecture | Urban Design
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Preliminary Landscape Plan Existing Tree Survey- Sheet LA-1
 8/30/2017
 REV: 9/8/2017
 REV: 12/27/2017



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PLANT SCHEDULE (K-TOKAI)

NO.	SYMBOL	PLANT SPECIES	SIZE	QTY	DATE
001	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
002	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
003	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
004	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
005	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
006	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
007	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
008	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
009	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
010	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
011	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
012	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
013	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
014	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
015	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
016	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
017	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
018	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
019	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17
020	(Symbol)	AMSTADTER ARCHIBUCTIS	18" x 18"	1	10/11/17

AMSTADTER ARCHIBUCTIS
 18" x 18" x 18"
 10/11/17

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 Urban Landscape Collaborative
 218 N. LaSalle Street, Suite 1100
 Chicago, IL 60610

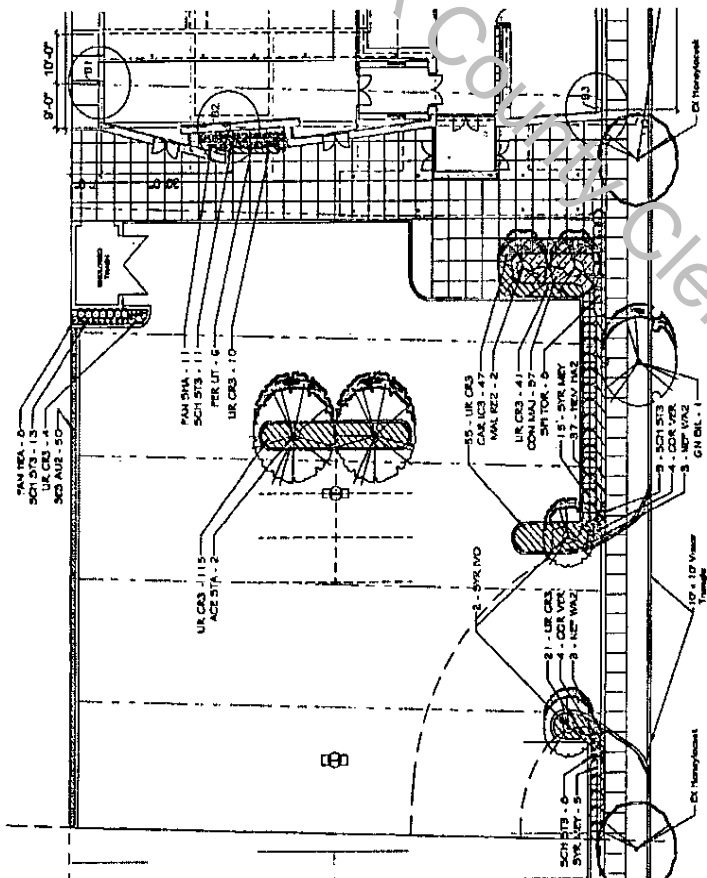
Preliminary Landscape Plan Overall - Sheet LA-1
 8/30/2017
 rev: 9/8/2017
 rev: 12/27/2017

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SYMBOL	DESCRIPTION	QUANTITY	UNIT	DATE
UR CBS - 0	UR CBS - 0	1	EA	08/15/17
UR CBS - 1	UR CBS - 1	1	EA	08/15/17
UR CBS - 2	UR CBS - 2	1	EA	08/15/17
UR CBS - 3	UR CBS - 3	1	EA	08/15/17
UR CBS - 4	UR CBS - 4	1	EA	08/15/17
UR CBS - 5	UR CBS - 5	1	EA	08/15/17
UR CBS - 6	UR CBS - 6	1	EA	08/15/17
UR CBS - 7	UR CBS - 7	1	EA	08/15/17
UR CBS - 8	UR CBS - 8	1	EA	08/15/17
UR CBS - 9	UR CBS - 9	1	EA	08/15/17
UR CBS - 10	UR CBS - 10	1	EA	08/15/17
UR CBS - 11	UR CBS - 11	1	EA	08/15/17
UR CBS - 12	UR CBS - 12	1	EA	08/15/17
UR CBS - 13	UR CBS - 13	1	EA	08/15/17
UR CBS - 14	UR CBS - 14	1	EA	08/15/17
UR CBS - 15	UR CBS - 15	1	EA	08/15/17
UR CBS - 16	UR CBS - 16	1	EA	08/15/17
UR CBS - 17	UR CBS - 17	1	EA	08/15/17
UR CBS - 18	UR CBS - 18	1	EA	08/15/17
UR CBS - 19	UR CBS - 19	1	EA	08/15/17
UR CBS - 20	UR CBS - 20	1	EA	08/15/17
UR CBS - 21	UR CBS - 21	1	EA	08/15/17
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UR CBS - 26	UR CBS - 26	1	EA	08/15/17
UR CBS - 27	UR CBS - 27	1	EA	08/15/17
UR CBS - 28	UR CBS - 28	1	EA	08/15/17
UR CBS - 29	UR CBS - 29	1	EA	08/15/17
UR CBS - 30	UR CBS - 30	1	EA	08/15/17

AMSTADTIER ARCHITECTS
 1111 14th Street, Suite 100
 St. Paul, MN 55102
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ulc
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 Landscape Architects | Urban Design
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 Fax: 612.222.1112
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Preliminary Landscape Plan West Entry - Sheet LA-2
 8/30/2017
 REV: 9/8/2017
 REV: 12/27/2017

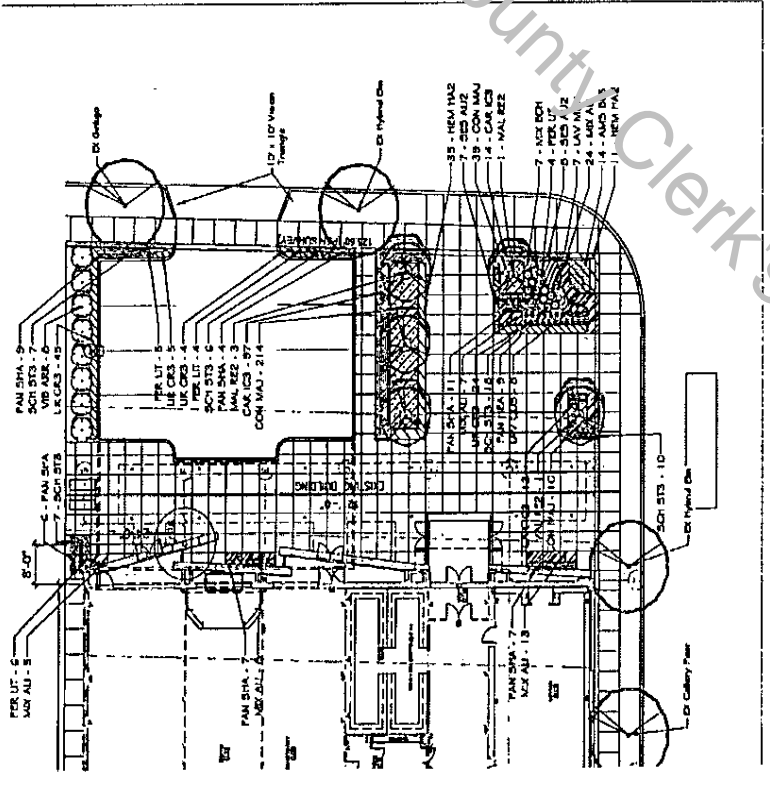
EXHIBIT "1"

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PLANT SCHEDULE OR TORAN

SYMBOL	DESCRIPTION	QUANTITY	UNIT	DATE
PER UT - 5	PER UT - 5	1	EA	08/18/17
PER UT - 6	PER UT - 6	1	EA	08/18/17
PER UT - 7	PER UT - 7	1	EA	08/18/17
PER UT - 8	PER UT - 8	1	EA	08/18/17
PER UT - 9	PER UT - 9	1	EA	08/18/17
PER UT - 10	PER UT - 10	1	EA	08/18/17
PER UT - 11	PER UT - 11	1	EA	08/18/17
PER UT - 12	PER UT - 12	1	EA	08/18/17
PER UT - 13	PER UT - 13	1	EA	08/18/17
PER UT - 14	PER UT - 14	1	EA	08/18/17
PER UT - 15	PER UT - 15	1	EA	08/18/17
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PER UT - 49	PER UT - 49	1	EA	08/18/17
PER UT - 50	PER UT - 50	1	EA	08/18/17

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 Landscape Architecture Limited Office
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 (312) 467-1111



Preliminary Landscape Plan East Entry - Sheet LA-3
 8/30/2017
 rev: 9/8/2017
 rev: 12/27/2017