

# UNOFFICIAL COPY

Doc#: 2320255028 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/21/2023 09:50 AM Pg: 1 of 4

**This instrument prepared by and  
returned to:**

Michael M. Lorge  
Corporation Counsel  
Village of Skokie  
5127 Oakton Street  
Skokie, Illinois 60077

## AGREEMENT

**THIS AGREEMENT** made and entered into this 6<sup>th</sup> day of July 2023 by and between the **VILLAGE OF SKOKIE**, a Municipal Corporation, (hereinafter referred to as the "**VILLAGE**") and **CHARLES SILVERSTEIN** (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 4 IN PORTER'S RESUBDIVISION OF LOTS 7 TO 12, BOTH INCLUSIVE, OF DAVID F. CURTIN'S FIFTH ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION OF LOT 4 OF OWNER'S DIVISION OF PARTS OF THE NORTH WEST AND NORTH EAST QUARTER (¼) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 9437 MONTICELLO AVENUE; EVANSTON, ILLINOIS 60203

PIN: 10-14-115-026-0000

2. **OWNER** has requested a permit from the **VILLAGE** to install brick pavers on the property, commonly known 9437 Monticello Avenue; Evanston, 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 drawing attached hereto marked Exhibit "1" and hereby made a part of this **AGREEMENT**. Exhibit "1" is a detailed drawing provided by owner and approved by the Village showing the proposed driveway approach in the right-of-way and a description of the material to be used.

# UNOFFICIAL COPY

and approved by the Village 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.

# UNOFFICIAL COPY

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: [Signature]  
**VILLAGE MANAGER**

**PROPERTY OWNER**

By: [Signature]

**ATTEST:**

By: [Signature]  
**VILLAGE CLERK**



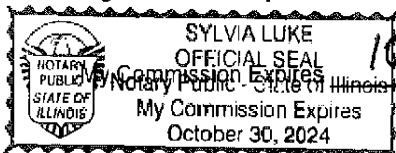
State of IL  
County of Cook

State of ILLINOIS  
County of COOK

Subscribed and sworn or affirmed to before me

This 11<sup>th</sup> day of July 2023

[Signature]  
Signature of Notary Public



Subscribed and sworn or affirmed to before me

This 6<sup>th</sup> day of July 2023,

[Signature]  
Signature of Notary Public

My Commission Expires 11-8-2023



# UNOFFICIAL COPY

## Exhibit 1

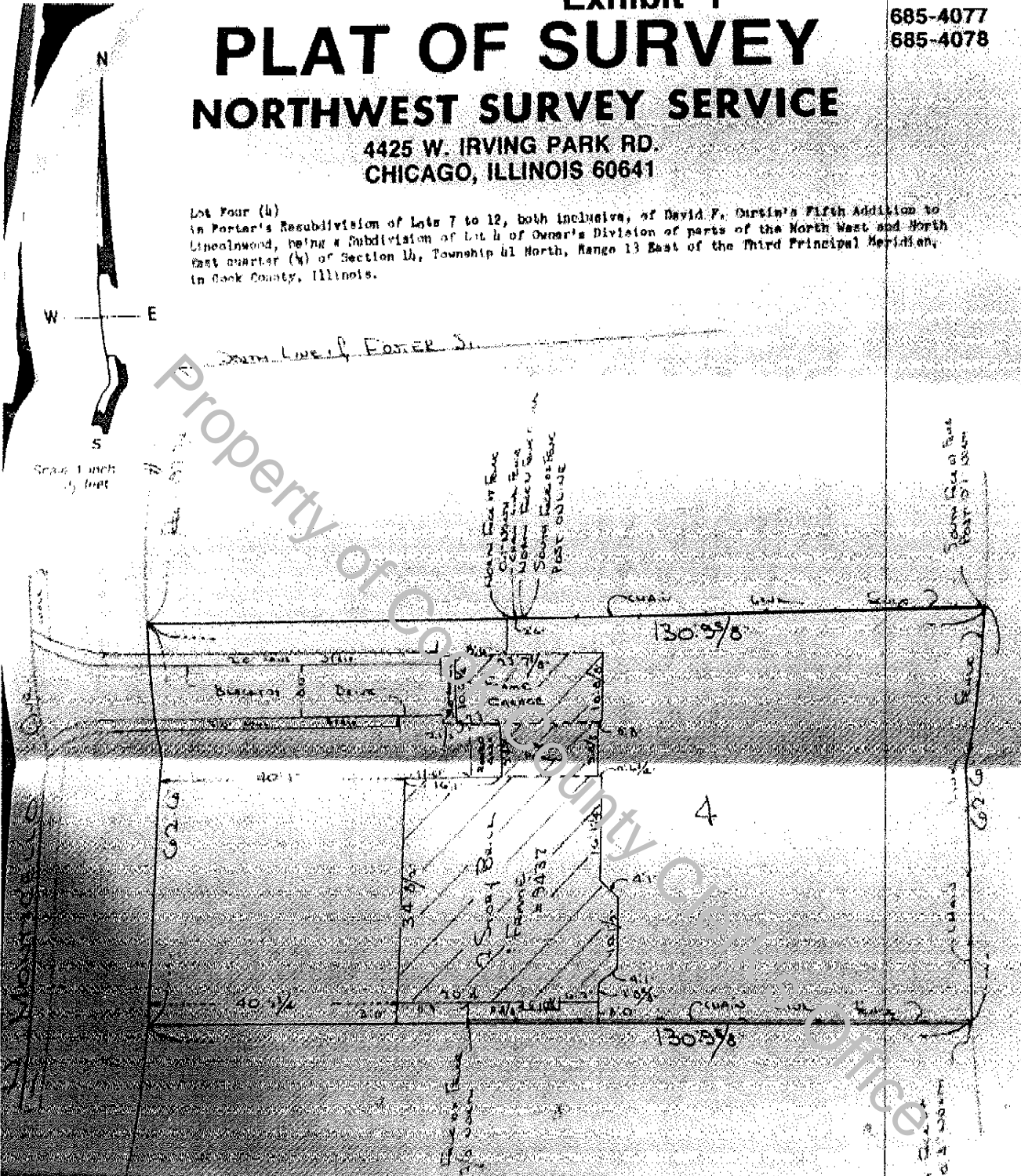
# PLAT OF SURVEY

## NORTHWEST SURVEY SERVICE

685-4077  
685-4078

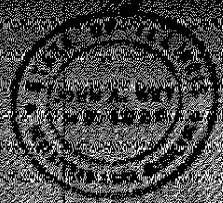
4425 W. IRVING PARK RD.  
CHICAGO, ILLINOIS 60641

Lot Four (4)  
in Porter's Resubdivision of Lots 7 to 12, both inclusive, of David F. Curtin's Fifth Addition to  
in Porter's Resubdivision of Lots 7 to 12, both inclusive, of David F. Curtin's Fifth Addition to  
Lincolnwood, being a Subdivision of Lot 4 of Omer's Division of parts of the North West and North  
East quarter (1/4) of Section 14, Township 41 North, Range 13 East of the Third Principal Meridian,  
in Cook County, Illinois.



APPROVED FOR RECORDATION THIS 15th DAY OF APRIL 1990

*John A. Wray*  
REC. CL. LAND SURVEYOR



State of Illinois  
County of Cook  
John A. Wray  
REC. CL. LAND SURVEYOR

State of Illinois  
County of Cook  
John A. Wray  
REC. CL. LAND SURVEYOR

*John A. Wray*  
REC. CL. LAND SURVEYOR

*John A. Wray*  
REC. CL. LAND SURVEYOR