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LANDSCAPING
INSTALLATION
AND MAINTENANCE
AGREEMENT

98392125

6962/0011 67 006 Page 1 of 5
1998-05-13 10:07:42
Cook County Recorder 29.00

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

This Agreement is by and between FAIRWAY BUILDING, L.P.

hereinafter referred to as "Property Owner", and the VILLAGE OF SKOKIE, an Illinois municipal corporation hereinafter referred to as "Village".

1. Recitals - Property Owner is the owner of real property located in the Village of Skokie, described as follows:

8707 N. SKOKIE BLVD.

SEE ATTACHED EXHIBIT "A"

PIN: 10-22-100-013; 014; 015 and 10-22-100-040

At or near the time of execution of this Agreement, the Village granted an Occupancy Permit, Business License or Special Use Permit pursuant to state statutes and local ordinances.

By the terms of the permit, the Property Owner is required to install and maintain landscaping in accordance with a plan approved by the Village. Both 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 permits would not have been approved by the Village without the assurance that this Agreement would be executed by the Property Owner.

THEREFORE, THE PARTIES AGREE as follows:

2. Purpose - 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.

3. Property Subject of this Agreement - The lands that are to be landscaped and maintained pursuant to the terms and conditions of this Agreement area as identified on attached Exhibit A, and hereby incorporated in this Agreement as set out forth in full.

WILL CALL

BOX #

429

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TIVW

planning/landscap.agm

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VILLAGE OF SKOKIE

SPW
29.02

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4. Landscaping as a Benefit - The Property Owner agrees that the landscaping which he is obligated to provide will materially benefit his property and is necessary to comply with the conditions of the permit imposed by the Village as a requirement for development or use of the property.

5. Duty to Maintain Landscaping - The Property Owner shall diligently maintain and care for the landscaping which he installs, using generally accepted methods of cultivation and watering. The Property Owner shall maintain that standard of care necessary to prevent the landscaping from deteriorating to the extent that its value as landscaping is destroyed. If the attached Exhibits to this Agreement specify maintenance standards or procedures, such procedures are hereby adopted as part of this Agreement, and by such adoption become an enforcement condition of this Agreement.

6. Village Maintenance of Landscaping - The Property Owner agrees that if he fails to meet the standard of maintenance necessary to keep the landscaping in a healthy condition, the Village will give written notice of the deficiency to the Property Owner who shall have twenty (20) days to make the necessary correction and if the correction is not made within twenty (20) days the Village may elect to take the steps necessary to assure that the landscaping is maintained and cared for. To do this, the Village shall serve a 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 fifteen (15) days in advance of the date when it intends to enter the premises.

For this purpose the Village may enter upon the property and perform such work as it considers reasonably necessary and proper to restore and maintain the landscaping. The Village may act either through its own employees or through an independent contractor.

7. Maintenance Costs as Lien - If the Village incurs costs in restoring or maintaining the landscaping after following the procedures set forth in Paragraph 6, above, the Village shall make demand upon the Property Owner for payment. If the Property Owner fails to pay the costs incurred by the Village within thirty (30) days of the date demand is made, the Village may make the costs a lien upon the described property by recording a notice that it has incurred expenses under the terms of this Agreement with the County Recorder for Cook County. The notice shall state the fact that the Village has incurred the costs under the terms of this Agreement and shall state the amount, together with the fact that it is unpaid and draws interest at the legal maximum rate per year, or portion thereof, until paid.

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8. Additional Remedies - The Village may, as an alternative to the lien procedure set forth in Paragraph 7, above, bring legal action to collect the sums due as a result of the making of expenditures for restoration and maintenance of the landscaping. The Property Owner agrees that if legal action by the Village is necessary to collect the amount expended by the Village, the Property Owner agrees to pay the Village a reasonable sum as attorney's fees and court costs, together with interest from the date which is thirty (30) days after the Village has given its notice under Paragraph 6, above.

9. Agreement Runs with the Land - This Agreement pertains to and runs with the real property described above. This Agreement binds the successors in interest of each of the parties. This Agreement shall be recorded in the Office of the County Recorder for the County of Cook.

10. Additional Security - If either upon the execution of this Agreement or during the course of performance, the Village 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 his obligations under this Agreement, the Village may, in the case of a cash bond, act for him using the proceeds, or in the case of a surety bond, require the securities to perform the obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below:

DATED: July 11, 1997

PROPERTY OWNER

Fairing Bros Limited Partnership

By: [Signature]

Title General Partner

VILLAGE OF SKOKIE

By: [Signature]

Title:

ATTEST: [Signature]

Village Clerk

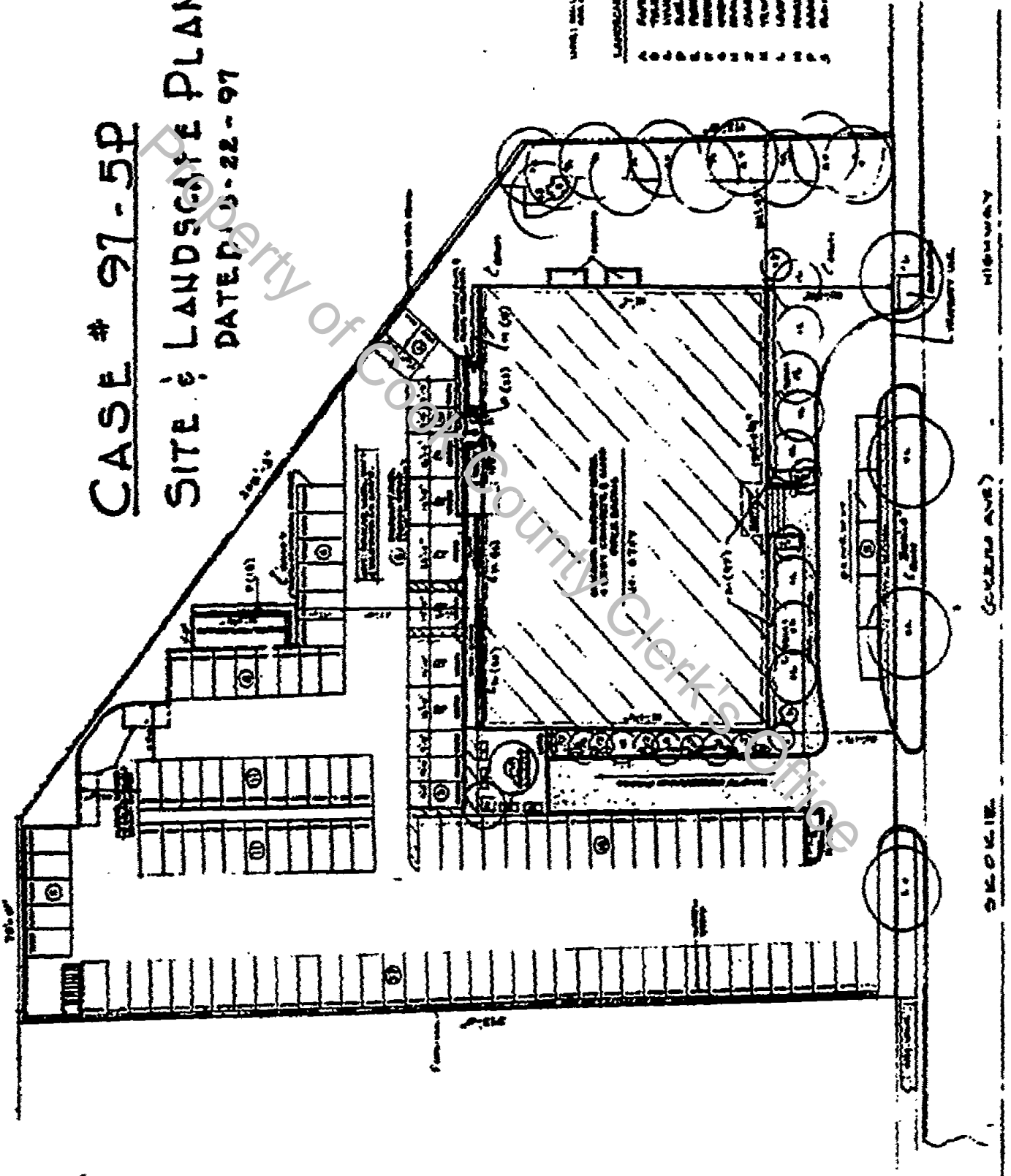
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CASE # 97-5P

SITE & LANDSCAPE PLAN, REVISED

DATE: 03-22-97



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BMM:ky 7/7/97
97-5p

THIS ORDINANCE MAY BE CITED AS
VILLAGE ORDINANCE NUMBER

97-7-Z-2692

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH
AND OPERATE A HEALTH SERVICE FACILITY PROVIDING MASSAGE
AND RELATED THERAPEUTIC SERVICES AT 8707 SKOKIE
BOULEVARD, SKOKIE, ILLINOIS IN A B-3 BUSINESS DISTRICT**

WHEREAS, the owner of the following described real estate:

PARCEL 1:

**LOTS 17, 18 AND 19 IN EVANSTON GOLF CLUB'S WEST BORDER LOT
SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22,
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924
AS DOCUMENT NUMBER 1503410, IN COOK COUNTY, ILLINOIS.**

PARCEL 2:

**THAT PART OF LOT 9, IN THE SUBDIVISION OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 20 IN EVANSTON GOLF
CLUB'S WEST BORDER LOT SUBDIVISION; AND RUNNING THENCE EAST,
ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE
OF 200.0 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24;
EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID
LINE, 295 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 24;
THENCE SOUTHWESTERLY 308.25 FEET TO THE SOUTHEAST CORNER OF
SAID LOT 17 AFORESAID; THENCE NORTH 300.0 FEET TO THE PLACE OF
BEGINNING, IN COOK COUNTY, ILLINOIS.**

PINS: 10-22-100-013; 10-22-100-014; 10-22-100-015 AND 10-22-100-040

**more commonly described as 8707 Skokie Boulevard, Skokie, Illinois, petitioned the
Skokie Plan Commission for a Special Use Permit to establish and operate a health
service facility providing massage and related therapeutic services; and**

WHEREAS, the Plan Commission, after public hearing duly held, made appropriate

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