



Doc#: 0912046000 Fee: \$60.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/30/2009 09:00 AM Pg: 1 of 13

**AGREEMENT
BETWEEN
VILLAGE OF PALOS PARK
AND
DR. ROBERT J. ATKENSON
(Driveway at 12420 South Hobart Avenue)**

This AGREEMENT (the "Agreement") is made as of the 27th day of April, 2009, between the Village of Palos Park, Illinois ("Village"), and Dr. Robert J. Atkenson, individually and as beneficiary of First National Bank of Evergreen Park Trust Number 5363 Under Agreement Dated July 5, 1979 ("Atkenson") (the Village and Atkenson being collectively referred to as the "Parties")

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

THE WORK

In relation to the construction of a new driveway to serve the property legally described on Exhibit A attached hereto and made part hereof, the following terms and conditions shall apply:

A. Resident's Work. Atkenson shall be responsible for the following (such work being defined as the "Resident's Work"):

1. Causing the tree and stump indicated on the diagram attached hereto as Exhibit B and made part hereof, to be removed to a depth of at least fourteen (14) inches from ground level.
2. Widening the paved area of Hobart Avenue, within the dedicated right-of-way, by causing the area set forth on Exhibit B and labeled "Street Expansion Area" to be paved by a licensed asphalt contractor. Said Street Expansion Area shall be constructed of: eight (8) inches of CA6 stone, compacted in four (4) inch lifts; four (4) inches of binder material; and two (2) inches of surface material, all to be hot mixed asphalt. The Street Expansion Area is also to have

an eighteen (18) inch wide stone shoulder consisting of CA6 compacted stone, to a depth of twelve (12) inches.

3. The area of the new driveway being constructed on private property, which is considered an extension of the driveway, marked "Driveway Expansion Area" on Exhibit B, shall be constructed of five (5) inches CA6 compacted stone covered by three (3) inches of surface material, or other Village approved construction standards for private driveways, to include but not be limited to traffic bearing pavers. No pavers shall be constructed or laid within eighteen (18) inches of the Street Expansion Area or the existing pavement of Hobart Avenue, unless otherwise approved by the Village.

4. The existing culvert within the dedicated right-of-way of Hobart Avenue, located under the North driveway of the Goebel property (which is located North of the property described in Exhibit A) will be removed and a new culvert will be installed by the Village pursuant to B below. In addition, the existing inlet within the dedicated right-of-way of Hobart Avenue at the South driveway of the Goebel property will be abandoned, and a new catchbasin, together with a new eight (8) inch diameter culvert, will be installed by the Village pursuant to B below. However, the asphalt reinstatement of the disturbed areas of said driveways will be undertaken by Atkenson, through the use of a licensed asphalt contractor, the cost of which will be paid for by Atkenson.

B. Village Work. The Village shall be responsible for the following (such work being defined as the "Village Work"):

Performing all work in connection with improving the landscaping and drainage within the dedicated right-of-way of Hobart Avenue adjacent to the Goebel property, including construction of any berms (to be located West of the Street Expansion Area to be installed as part of Resident's Work), the removal of the existing culverts and inlet, the installation of a new catchbasin at the South driveway of the Goebel property and the installation of new culverts under the North and South portions of the driveways serving the Goebel property.

ARTICLE 2

GENERAL CONDITIONS OF THE WORK

A. The Village shall cause the Village Work described above to be completed no later than ninety (90) days after the date of this Agreement. The Village shall cause such work to be completed consistent with the plan set forth on Exhibit B, subject to minor alterations which may be made to reflect field adjustments or as needed in case of drawing errors.

B. Atkenson shall cause the Resident's Work described above to be completed as soon as possible, but in no event later than ninety (90) days after the completion of the Village Work. Atkenson shall cause the Resident's Work to be completed consistent with the plan set forth on Exhibit B, subject to those minor alterations which may be made to reflect field adjustments or as needed in case of drawing errors. The Village hereby permits Atkenson to perform the Resident's Work and will cooperate with Atkenson in facilitating the Resident's Work.

C. Permits and Fees. The Village will be responsible for and will bear the expense of any and all permits, governmental fees, licenses and inspections necessary for proper execution and completion of the Village Work and the Resident's Work.

D. Atkenson shall employ a licensed asphalt contractor relative to all of the Resident's Work.

E. The Village shall issue two (2) permits relative to the Resident's Work; one to be a driveway permit relative to the Driveway Expansion Area and one to be a right-of-way pavement expansion permit relative to the Street Expansion Area. Copies of these permits are attached to this Agreement as Group Exhibit C, and made part hereof.

ARTICLE 3

PAYMENT OBLIGATIONS

The Parties shall be responsible for the cost of performing their respective obligations pursuant to this Agreement, except that the Village shall be responsible for the cost of all permits and licenses, and Atkenson shall reimburse the Village for the actual cost of any new culvert pipe materials and any new catchbasin installed by the Village pursuant to Article 1, Sections A4 and B above, not to exceed one thousand three hundred twenty and no/100 dollars (\$1320.00) and for the actual cost of new shrubs and/or evergreens to be planted by the Village in the right-of-way pursuant to Article 1, Section B, not to exceed two hundred and no/100 dollars (\$200.00).

ARTICLE 4

RIGHT OF ACCESS

The Village agrees that upon completion of the Resident's Work, the Village shall not take any action in the future to prohibit or interfere with access to Hobart Avenue from the property described in Exhibit A via the Driveway Expansion Area and the Street Expansion Area as indicated on Exhibit B. The access provisions of this Article 4 shall apply to both the current owner of the property described in Exhibit A and any subsequent owners of said property.

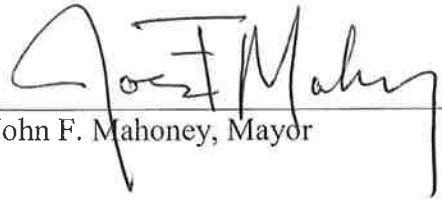
ARTICLE 5

RECORDING

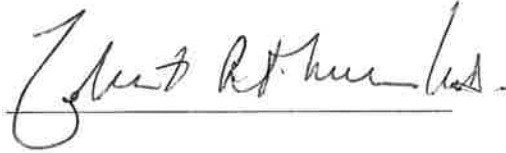
This Agreement shall be recorded with the Cook County Recorders Office, with the cost of said recording being paid for Atkenson.

This Agreement entered into as of the day and year first written above.

VILLAGE OF PALOS PARK

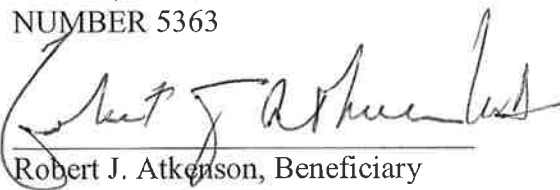
By: 
John F. Mahoney, Mayor

DR. ROBERT ATKENSON



FIRST NATIONAL BANK OF
EVERGREEN PARK AS TRUSTEE
UNDER TRUST AGREEMENT DATED
JULY 5, 1979, KNOWN AS TRUST
NUMBER 5363

Attest: 
Carol A. Bryson, Village Clerk


Robert J. Atkinson, Beneficiary

This instrument was prepared
by and after recording should
be returned to:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CATHY A. GABEL, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that DR. Robert ATKINSON personally known to me to
be the same person whose name is subscribed to the foregoing instrument as such _____,
appeared before me this day in person and acknowledged that he signed and delivered said
instrument as his own free and voluntary act, and as the free and voluntary act of said
_____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28TH day of APRIL, 2009.
Cathy A. Gabel
Notary Public

My Commission expires: 12/11/2009



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CATHY A. GABEL, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that JOHN F. MAHONEY personally known to me to
be the same person whose name is subscribed to the foregoing instrument as such _____,
appeared before me this day in person and acknowledged that he signed and delivered said
instrument as his own free and voluntary act, and as the free and voluntary act of said
_____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of APRIL, 2009.

Cathy A. Gabel
Notary Public

My Commission expires: 12/11/2009



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CATHY A. GABEL, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that CAROL A. BRYSON personally known to me to
be the same person whose name is subscribed to the foregoing instrument as such _____,
appeared before me this day in person and acknowledged that he signed and delivered said
instrument as his own free and voluntary act, and as the free and voluntary act of said
_____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of APRIL, 2009.
Cathy A. Gabel
Notary Public

My Commission expires: 12/11/2009



EXHIBIT A

Lot 1 in Atkenson's Subdivision, along with the West ½ of vacated Hobart Avenue located East of and adjacent thereto, being a resubdivision of Lots 5 and 6, and the vacated portion of 125th Street, all in Monson & Co.'s First Palos Park Subdivision, a subdivision of the West 2/5 of the Northeast ¼ of the Southeast ¼ of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois;

P.I.N.: 23-27-301-009-0000

Common Address: 12420 South Hobart Avenue, Palos Park, Illinois 60464.

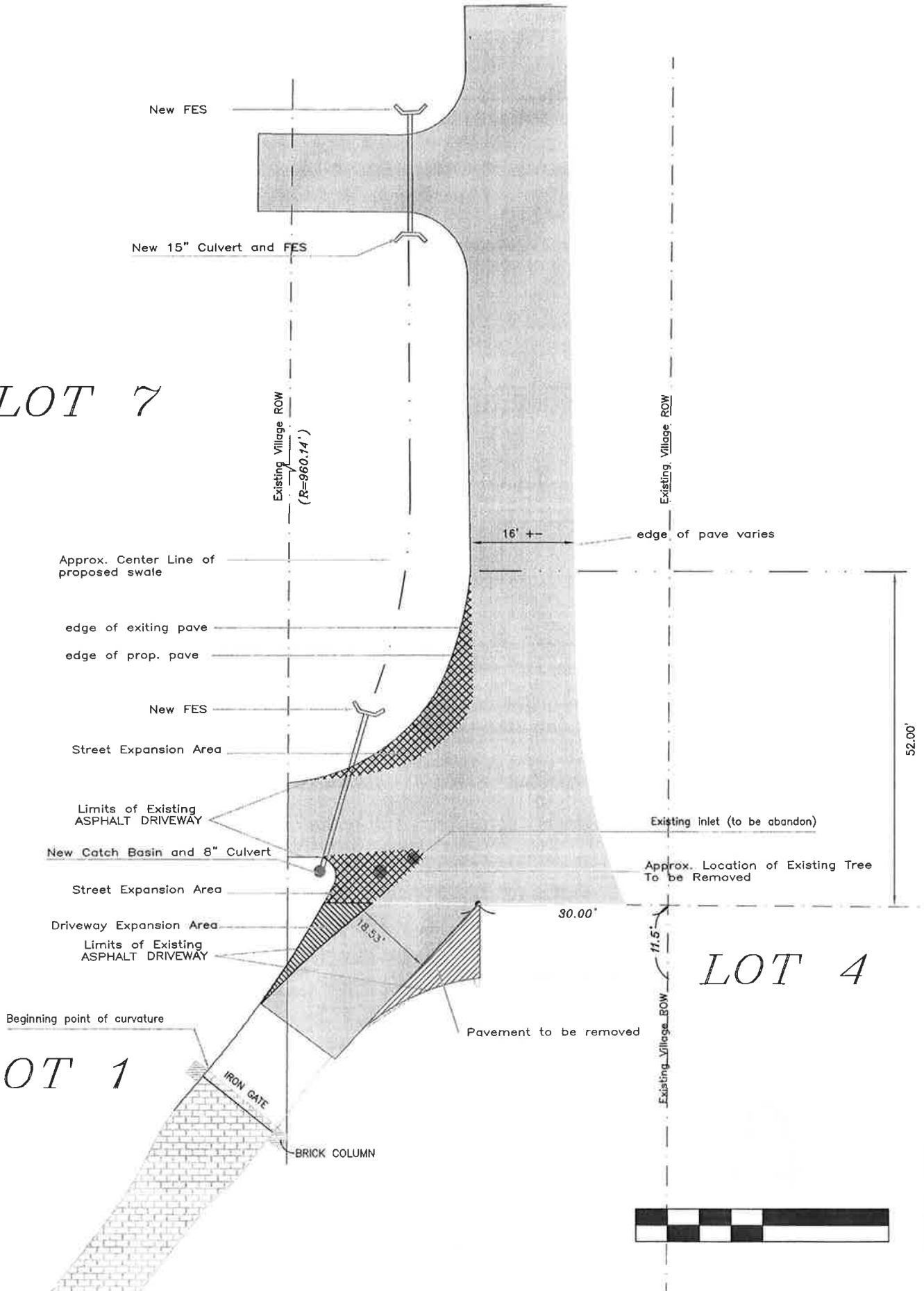
EXHIBIT B
(WORK PLAN)

Exhibit "B"

LOT 7

LOT 1

LOT 4



GROUP EXHIBIT C
**(DRIVEWAY PERMIT AND RIGHT-OF-WAY
PAVEMENT EXPANSION PERMIT)**



**VILLAGE OF PALOS PARK
PUBLIC WORKS DEPARTMENT**

Driveway Permit # PW233

The Village of Palos Park has issued this
Permit to:

12420

Hobart Avenue

Palos Park

The Permit is **Conditionally Approved**

Driveway expansion area conditionally approved as per the Agreement and shall be constructed in accordance with Village ordinances and specifications.

Village licensed contractor shall undertake the work. Resident to inform Village of company to undertake the work, prior to work commencing on site.

Base Inspection required with 24 hours notice, call 708-671-3721 to schedule

Public Works Commissioner

Public Works Director

PERMIT IS VALID FOR 1 YEAR FROM DATE ISSUED

Permit Issued 04/24/2009



**VILLAGE OF PALOS PARK
PUBLIC WORKS DEPARTMENT**

Street Expansion Permit # PW234

The Village of Palos Park has issued this
Permit to:

12420

Hobart Avenue

Palos Park

The Permit is **Conditionally Approved**

Street expansion area conditionally approved as per the Agreement and shall be constructed in accordance with Village ordinances and specifications.

Village licensed contractor shall undertake the work. Resident to inform Village of company to undertake the work, prior to work commencing on site.

Base Inspection required with 24 hours notice, call 708-671-3721 to schedule.

Public Works Commissioner

Public Works Director

PERMIT IS VALID FOR 1 YEAR FROM DATE ISSUED

Permit Issued 04/24/2009



JOHN F. MAHONEY
Mayor
MARY A. O'CONNOR
Accounts and Finances, Treasurer
NICOLE MILOVICH-WALTERS
Public Works and Streets, Recreation

Village of Palos Park

April 30, 2009

***"Service to Our Residents and Dedication
to the Preservation of Palos Park"***

DAN POLK
Public Health and Safety
JAMES PAVLATOS
Building and Public Property
CAROL A. BRYSON
Village Clerk
PATRICIA L. JONES
Village Administrator

Dr. Robert J. Atkenson
12420 South Hobart Avenue
Palos Park, Illinois, 60464

Re: Agreement for Driveway located at 12420 South Hobart Avenue

Dear Dr. Atkenson:

Enclosed please find a fully executed and recorded copy of the Agreement between the Village of Palos Park and yourself for the driveway located at 12420 South Hobart Avenue. Also attached in an invoice for recording fees incurred at the Cook County Recorder of Deeds Office.

If you have any questions, please do not hesitate to contact me at (708) 671-3706.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy A. Gabel".

Cathy A. Gabel
Deputy Clerk

Enc.

Village of Palos Park

Invoice

8999 W. 123rd Street
Palos Park, IL. 60464
708/448-2700/ FAX 708/448-9542

Bill to: Dr. Robert J. Atkenson 12420 South Hobart Ave. Palos Park, IL 60464
--

Invoice #0912046000
Invoice Date: April 30, 2009

Invoice for Services Rendered by Deputy Village Clerk

Village Agent: Cathy A. Gabel

Agent Invoice #0912046000

Project: Agreement (Driveway at 12420 South Hobart Avenue)

Amount Due

\$60.00

Invoice

Description: Recording Fee-Cook County Recorder of Deeds

For questions, please contact: Cathy A. Gabel 708-671-3706

Please Detach and Return With Payment

Invoice #0912046000

Invoice Date: April 30, 2009
Attn: Cathy A. Gabel

Amount Due: \$60.00



JOHN F. MAHONEY
Mayor
MARY A. O'CONNOR
Accounts and Finances, Treasurer
NICOLE MILOVICH-WALTERS
Public Works and Streets, Recreation

Village of Palos Park

April 28th 2009

***"Service to Our Residents and Dedication
to the Preservation of Palos Park"***

DAN POLK
Public Health and Safety

JAMES PAVLATOS
Building and Public Property

CAROLA A. BRYSON
Village Clerk

PATRICIA L. JONES
Village Administrator

Dr. Robert Atkenson
12420 Hobart Avenue
Palos Park, IL 60464

Dear Dr. Atkenson

Driveway and Extension of Street in Hobart Avenue

Enclosed are two copies of the legal agreement signed by the Mayor, and as approved by the Village Council on Monday April 27th 2009. Please could you return one copy signed by yourself, in order that the Village may proceed to have this agreement recorded with the Cook County Recorder of Deeds Office. The recording fees will be invoiced directly to you by the Village.

In addition, please note that in order to proceed with the drainage work, the Public Works Department will require the payment of \$1320.00, as noted in the legal agreement. I would appreciate it therefore, if you could arrange payment at these offices as soon as possible. Upon receipt of the monies, I will schedule the drainage work to be undertaken and will also provide you with the original permits, to be posted at your property at the appropriate time. With regards to the pavement work, I would ask you to notify me as to which licensed company you intend employing to undertake the project, and the anticipated start date.

Thank you for your assistance with this project, and I look forward to finalizing the site work with your contractor over the next few months.

Yours sincerely,


Rachael Kaplan
Public Works Director



Public Works Dept
8999 West 123rd Street
Palos Park, IL 60464

Phone: (708) 448 2700
Fax: (708) 448 9542
Web: www.palospark.org

Memo

To: Village Council
From: Rachael Kaplan, Public Works Director 
CC: Patricia Jones, Village Administrator
Tom Bayer, Village Attorney
Fidel Castillo, Public Works Supervisor

Date: May 24th 2009

Re: **Agreement between Village of Palos Park and Dr. Robert Atkenson**

Enclosed is the legal agreement to be considered by the Council under the consent agenda on Monday April 27th 2009 meeting, for the expansion of the pavement in the Village right of way, together with driveway expansion and associated culvert replacements and drainage work, in Hobart Avenue. The cost of all these works is to be borne by Dr. Atkenson, with the exception of the drainage work labor costs which will be undertaken by the Village's Public Works Department.

Dr. Atkenson shall make the payment to the Village for the materials cost of the drainage work, stated at \$1,320.00 in the agreement, prior to the work being undertaken by the Public Works Department.