



**PREPARED BY AND
WHEN RECORDED RETURN TO:**

Beacon Place Condominium Association
7458 N. Harlem Avenue
Chicago, IL 60631
Attn: General Counsel

NOTICE OF INTENT TO RECORD

THIS NOTICE OF INTENT TO RECORD ("Notice") is made and given as of this 21st day of May, 2003 by Beacon Place Condominium Association, an Illinois not-for-profit corporation ("Association").

RECITALS

WHEREAS, the Association intends to become the owner of the Common Elements (as defined in Section 2(e) of the Condominium Property Act, 765 ILCS (35/2) of that certain real estate in the Village of La Grange ("Village"), Cook County, Illinois legally described as follows ("Property"):

Parcel 1:

Lot 1 in Beacon Place Subdivision, being a Resubdivision in the North Half of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof Recorded on March 28, 2003 as Document No. 0030423323; and

Parcel 2:

A Non-Exclusive Easement for the benefit of Parcel 1 as created by Declaration of Easement and Restrictions recorded August 31, 2001 as Document 0010810389 by Triangle Partners East, L.L.C., an Illinois limited liability company and Beacon Place LLC, an Illinois limited liability company, for the purpose of vehicular and pedestrian access, passage, and for ingress and egress to and from adjacent and public roads ("Declaration of Easement and Restrictions");

commonly known as One Beacon Place, La Grange, Illinois 60525, and

having P.I.N. Nos.: 18-04-209-001, -002, -003, -004, -005, -006, -010, -011 & -012 plus TBD for vacated Beacon Avenue;

and

WHEREAS, in furtherance of the Declaration of Easement and Restrictions, the Association, the Village and other parties in interest intend to enter into and record, or cause recording of, an agreement which, among other things, will enable the Village's Police Department and personnel to enter the Property and enforce traffic and parking regulations ("Policing Agreement"). An accurate copy of the current draft of the Policing Agreement is attached as Exhibit "A"; and

WHEREAS, the Village will not act to approve the Policing Agreement until or about June 9, 2003 and the final draft of the Policing Agreement may be modified for approval; and

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Property of Cook County Clerk's Office

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WHEREAS, closing of condominium Units (as defined in Section 2(f) of the Condominium Property Act, 765 ILCS 605/2) may occur sooner than the date of such Village approval; and

WHEREAS, the Association desires to place all prospective Unit Owners (as defined in Section 2(g) of the Condominium Property Act, 765 ILCS 605/2) on notice whereof;

NOW, THEREFORE, the Association states as follows:

1. The Prefatory remarks and Recitals above are hereby made substantive provisions of this Notice.

2. So long as the Association records, or causes recordation of, in the Office of the Recorder of Deeds, of a Policing Agreement as approved by the Village and substantially similar in form and substance to the current draft of the Policing Agreement attached as Exhibit A, the final recorded Policing Agreement shall deemed to relate back to the recording of this Notice and shall be deemed to replace attached Exhibit A.

3. If the Association does not record, or does not cause recordation of, a Policing Agreement approved by the Village and substantially similar to the current draft attached as Exhibit A within six (6) months after the date hereof, this Notice shall be deemed void and of no force and effect, ab initio.

WITNESS the execution of this Notice as of the day and year first above written.

BEACON PLACE CONDOMINIUM ASSOCIATION

By: [Signature]
Print Name: George A. Skweres
Title: President

ATTEST:

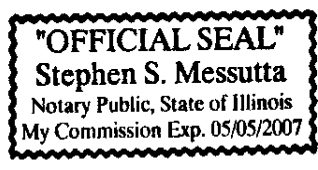
By: [Signature]
Print Name: Sharon E. Romack
Title: Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the Undersigned, being a notary public in and for the State and County afore said, do hereby certify that George A. Skweres, as _____ President of the BEACON PLACE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, and Sharon E. Romack, as _____ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the corporation pursuant to authority granted by the Board of Trustees of the corporation, for the uses and purposes therein set forth.

Subscribed and Sworn to before me this 22nd day of May, 2003.
[Signature], Notary Public

SEAL HERE:



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Exhibit "A" - Current Draft Policing Agreement

**THIS DOCUMENT
PREPARED BY:**

Matthew E. Norton, Esq.
Holland & Knight LLC
131 South Dearborn Street
30th Floor
Chicago, IL 60603

**AFTER RECORDING
RETURN TO:**

Village of La Grange
53 South La Grange Road
La Grange, IL 60525
Attention: Village Manager

This Space for Recorder's Use Only

**AN AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE,
BEACON PLACE CONDOMINIUM ASSOCIATION
AND
TRIANGLE PARTNERS, L.L.C.
FOR TRAFFIC AND PARKING ENFORCEMENT**

THIS AGREEMENT is entered into as of this ____ day of _____, 2003, by and between the **VILLAGE OF LA GRANGE**, an Illinois municipal corporation, (the "**Village**"), **BEACON PLACE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation ("**Beacon**") and **TRIANGLE PARTNERS, L.L.C.**, an Illinois limited liability company ("**Triangle**") for the consideration stated in this Agreement.

Section 1. Authority and Background.

A. Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, and Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7 authorize the Village to enter into agreements with, among others, condominium complex unit owners' associations and owners of shopping centers and commercial facilities that control parking areas within the Village to regulate parking and traffic at such parking areas. Section 11-209.1 of the Illinois Vehicle Code, 625 ILCS 5/11-209.1, authorizes the Village to enter into agreements with, among others, boards representing residential developments to enforce the provisions of the Illinois Vehicle Code on private streets used by the public and the owners of such residential developments. Article VII, Section 10 of the Illinois Constitution

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Exhibit A - Current Draft Policing Agreement

authorizes the Village to contract with private entities in any manner not prohibited by law.

B. Beacon is a condominium complex unit owners' association and is authorized to control the common elements of that certain building and its appurtenant grounds commonly known as Beacon Place Condominiums, a condominium development that is located entirely within the Village's corporate limits, which property is legally described in **Exhibit A** to this Agreement (the "**Property**").

C. Triangle owns a shopping center and commercial facilities on certain property immediately west of the Property, which property is commonly known as La Grange Crossing and is legally described in Exhibit A-1 to this Agreement (the "**Triangle Property**").

D. Beacon and Triangle control a parking area (the "**Parking Area**") which includes a private street on the Property ("**Beacon Place**") that will serve Beacon Place Condominiums and the Triangle Property, which Parking Area and street are depicted on **Exhibit B** to this Agreement. Beacon and Triangle desire that the Village regulate vehicular parking within the Parking Area and traffic along and upon Beacon Place.

E. The Village is willing to regulate the Parking Area and Beacon Place on the terms and conditions contained in this Agreement.

Section 2. Village Authority To Regulate. The Village shall have the authority to enforce traffic and parking regulations posted in and on the Parking Area and Beacon Place, from time to time in its sole discretion, through the issuance of traffic citations ("**Citations**") and any other means provided by law, as the Village determines are appropriate or necessary, including the towing of vehicles obstructing Beacon Place (at the vehicle owner's expense). Nothing in this Agreement shall impose upon, or otherwise be interpreted to require of, the Village any special duty or obligation of any kind, including without limitation any special duty to undertake regular patrols, inspections, or examinations of any type of or on the Parking Area and Beacon Place.

Section 3. Installation of Regulatory Devices. The Village shall have the authority to install, at the expense of Beacon, the traffic signs, signals, and markings upon or along Beacon Place ("**Regulatory Devices**") to be installed upon initial construction thereof as depicted on Exhibit B to this Agreement, and, at the expense of Triangle, such other signs and markings as may be approved in the future by the Village, Beacon and Triangle. Beacon or Triangle (as the case may be) shall pay to the Village, within 30 days after written request from the Village therefor, all costs incurred by the Village for the designation and installation of such Regulatory Devices.

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Exhibit "A" - Current Draft Policing Agreement

Section 4. Maintenance. Triangle shall, at its sole cost and expense, keep, maintain, repair and replace the Parking Area and Beacon Place and all Regulatory Devices upon or along the Parking Area and Beacon Place in good condition at all times.

Section 5. Fines. The Village, in the sole discretion of its officers and officials, may issue Citations and collect fines for parking and traffic violations within, upon, or along the Parking Area and Beacon Place, in accordance with all applicable Village codes and ordinances, and the laws of the State of Illinois. It shall be the sole responsibility of, and within the sole discretion of, the Village to issue and prosecute such Citations. All fines imposed and collected by the Village shall be the property of the Village. Beacon's and Triangle's officials, employees, agents and contractors, including, without limitation, property managers, shall cooperate with the Village as necessary in the prosecution of the Citations.

Section 6. Authority Not Exclusive. The authority granted to the Village herein shall be in addition to, and shall not be a limitation on, any other authority the Village may have under any federal, State of Illinois, or local statute, code, ordinance, or regulation.

Section 7. Exclusions. This Agreement does not include, and shall not be construed or applied to require the performance by the Village of, any of the following actions:

- (a) removing debris remaining from accidents upon or along the Parking Area or Beacon Place;
- (b) paving of, or snow plowing or removal upon or along, the Parking Area or Beacon Place;
- (c) pavement striping, re-striping, or installation or maintenance of other signage or markings, except as provided in Section 3 of this Agreement; and
- (d) any other activity not expressly agreed to by the Village in this Agreement.

Section 8. Term; Extensions; Prior Agreements. This Agreement shall be in full force and effect for a period of 20 years after its Effective Date as defined below. This Agreement repeals and replaces any prior agreement for parking and traffic regulation on the Property or any portion thereof.

Section 9. Termination; Payment Of Costs. This Agreement may be terminated without cause by either the Village and both Beacon and Triangle at any time on 60 days notice in writing to the other parties delivered as provided in Section 10 of this Agreement; provided, however, that Beacon or Triangle shall pay

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Exhibit 'A' - Current Draft Policing Agreement

all costs due to the Village in advance of any notice of termination of this Agreement by Beacon and Triangle; and provided, further, that if this Agreement is terminated without cause by Beacon and Triangle, then the Village shall adopt an ordinance repealing the ordinance approving this Agreement, which repeal and termination shall not take effect until January 1, following the year such repealing ordinance is adopted. This Agreement may be terminated because of a breach by the other party on 15 days notice in writing to the other parties delivered as provided in Section 10 of this Agreement, during which 15-day period the party on whom notice is served shall have the opportunity to cure such breach.

Section 10. General Provisions.

A. Notices. All notices required to be provided pursuant to this Agreement shall be served on the representatives of the parties as provided in this Section. Notices shall be delivered personally, sent by a nationally recognized overnight courier, or sent by certified mail, return receipt requested, addressed as follows:

If to the Village:

Village of La Grange
53 S. La Grange Road
La Grange, Illinois 60525
ATTN: Village Manager

If to Beacon:

Beacon Place Condominium Association
7458 N. Harlem Avenue
Chicago, Illinois 60631-4404
ATTN: President

If to Triangle:

Triangle Partners, L.L.C.
c/o Mid-America Asset Management, Inc.
Two Mid-America Plaza
Third Floor
Oakbrook Terrace, Illinois 60181
ATTN: C. Michelle Panovich

Notices sent by overnight courier shall be deemed made when delivered while certified mail shall be deemed made two days after having been sent.

B. Payment of Village Costs. Beacon and Triangle shall be jointly liable to pay the Village, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the drafting and the enforcement of this Agreement.

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Exhibit A - Current Draft Policing Agreement

C. Recordation. The Village shall cause this Agreement, and any amendments thereto from time to time, to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Beacon shall pay a fee to the Village at the time of execution to cover costs of recordation of this Agreement, and Triangle shall pay a fee to the Village to cover costs of recordation of any amendments to this Agreement.

D. Effective Date. The Village's responsibilities for the regulation of parking and traffic upon or along the Parking Area and Beacon Place, as established in this Agreement, shall become effective three days after the recordation of this Agreement.

E. Complete Agreement. This Agreement represents the full and complete understanding and agreement of the parties to this Agreement and supersedes every other agreement or understanding between the parties, whether written or oral.

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties to this Agreement and their respective successors and permitted assigns and no third party is intended to or shall have any rights under this Agreement.

G. Assignment. No part of this Agreement may be assigned by any of the parties to this Agreement without prior written consent of the parties.

H. Further Actions. The parties agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions necessary or desirable to comply with the provisions of this Agreement and the intent of this Agreement.

I. Authority. The individual officers of the parties who have executed this Agreement represent and warrant that they have full power and the lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated under this Agreement on behalf of, and in the name of, the party for which they have executed this Agreement.

J. Headings. The section and paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the section or paragraph to which they pertain.

K. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

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Exhibit (A) Current Draft Policing Agreement

L. Exhibits. Exhibits A, A-1, and B are, by this reference, made a part of this Agreement.

IN WITNESS WHEREOF, the Village and the Owner have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST: **VILLAGE OF LA GRANGE**, an Illinois municipal corporation

By: _____
Its: Village Clerk

By: _____
Its: Village Manager

ATTEST: **BEACON PLACE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation

By: _____
Its: _____

By: _____
Its: _____

ATTEST: **TRIANGLE PARTNERS, L.L.C.**, an Illinois limited liability company

By: _____
Its: _____

By: _____
Its: _____

CHI1 #166970 v6

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Exhibit 'A' Current Draft Policing Agreement

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by _____, Village Manager, and _____, Village Clerk, respectively, of the **VILLAGE OF LA GRANGE**, an Illinois municipal corporation.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by _____ and _____, the _____ and _____ respectively, of the **BEACON HILL CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by _____ and _____, the _____ and _____ respectively, of the **TRIANGLE PARTNERS, L.L.C.**, an Illinois limited liability company.

(SEAL)

Notary Public

My Commission Expires: _____

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Exhibit "A" - Current Draft Policing Agreement
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEACON PLACE SUBDIVISION DESCRIPTION

THAT PART OF LOTS 4 THROUGH 16, BOTH INCLUSIVE, OF BLOCK 6 OF SHAWMUT AVENUE ADDITION TO LA GRANGE LYING SOUTH OF THE SOUTH LINE OF OGDEN AVENUE AS CONVEYED BY DOCUMENTS 10780558, 10780559, 10780563 IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST HALF OF BEACON AVENUE LYING NORTH OF THE CENTER LINE OF HILLGROVE AVENUE AND SOUTH OF THE SOUTH LINE OF OGDEN AVENUE AS CONVEYED BY DOCUMENTS 10780558, 10780559, AND 10780563, AND THE NORTH HALF OF HILLGROVE AVENUE LYING EAST OF THE CENTER LINE OF BEACON AVENUE AND WEST OF THE WEST LINE OF OGDEN AVENUE AS CONVEYED BY DOCUMENTS 10780558, 10780559, AND 10780563 IN BLOCK 6 OF SHAWMUT AVENUE ADDITION TO LA GRANGE IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SAID PROPERTY CONTAINS 80,758 SQUARE FEET (1.854 ACRES) OF LAND, MORE OR LESS.

P.I.N.:

18-04-209-001
18-04-209-002
18-04-209-003
18-04-209-004
18-04-209-005
18-04-209-006
18-04-209-010
18-04-209-011
18-04-209-012

PREPARED August 29, 2002
SPACECO, INC.

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Exhibit "A" - Current Draft Policing Agreement
EXHIBIT A-1

LEGAL DESCRIPTION OF THE TRIANGLE PROPERTY

[to be provided by Triangle]

Property of Cook County Clerk's Office

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Exhibit "A" - Current Draft Policing Agreement

EXHIBIT B

Depiction of Parking Area, Beacon Place, and Location of Beacon Place Regulatory
Devices

[Drawing of Parking Area to be provided by Owner or Triangle]

Property of Cook County Clerk's Office

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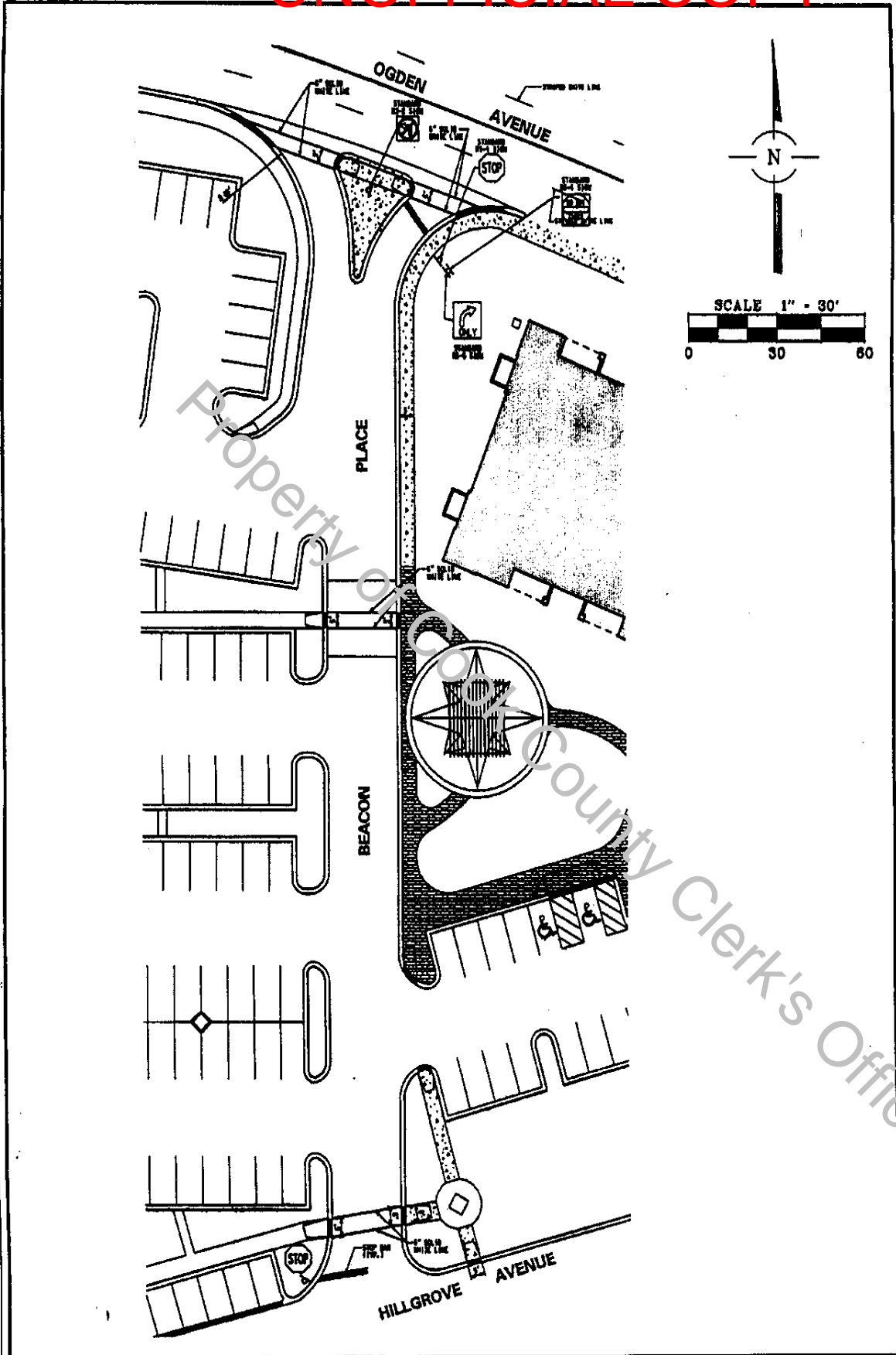



EXHIBIT B:
Depiction of
Beacon Place
and Location
of Beacon
Place Regula-
tory Devices

 SPAGECO INC.	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	BEACON PLACE SIGNAGE AND STRIPING EXHIBIT
	9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065	BEACON PLACE CONDOMINIUMS LA GRANGE, ILLINOIS
DATE: 8/29/02 FILENAME: 02EXH10GN JOB NO: 314102	Village of La Grange Beacon Place Regulatory Devices Exhibit B - Page 1 of 1	