

UNOFFICIAL COPY

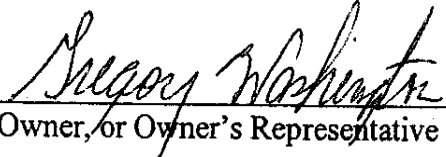


Doc#: 0418147204
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/29/2004 01:46 PM Pg: 1 of 4

Pursuant to the attached petition and the agreement, the Village of East Hazel Crest Police Department agrees to enforce the following areas as designated on the plat survey, exhibit "A" as deposited with the Chief of Police.

The purpose and intent of this agreement is to allow the Officers and/or agents of the Village of East Hazel Crest Police Department to act as agents of and for the management company, RL Investors Realty, Inc., and the owner of said property Mike Protega in enforcement of all local ordinances and State laws, including but not limited to asking those people found to be loitering to leave said property and taking appropriate action if they fail to leave. For the purpose of this document owner and Management Company shall have the same meaning.

The property owner, Chief of Police and the Village of East Hazel Crest are working together to enhance the sense of safety and quiet of the residents of the area in question. By working together it is hoped that the citizens, property owner, police department and the Village of East Hazel Crest will all benefit by attracting and maintaining quality tenants.



Owner, or Owner's Representative



Chief of Police

Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" AGREEMENT

This Agreement made and entered into this 23rd day of June, 2004 by and between RL Investors Realty, Inc., Management, for Homewood Court Apartments, (herein referred to as the "Owners") and the Village of East Hazel Crest, an Illinois Municipal Corporation (herein referred to as the "Village")

WITNESSETH

WHEREAS, the owners have heretofore filed with the Village a written request for the regulation of traffic on and over the private roads, streets, driveways and parking areas of the property hereinafter described; and

WHEREAS, Owners are desirous of entering into an agreement with the Village, pursuant to 625 ILCS 5/11-209, as amended, for the purpose of providing for the regulation of traffic within the property legally described on Exhibit "1" attached hereto which is, by the reference, made a part hereof (hereafter referred to as the "Property").

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is **AGREED** by and between the parties hereto as follows:

1. Subject to the Agreement of the parties, the Village is hereby authorized to provide for:
 - A. The enforcement of stop signs, flashing signals, handicapped parking areas, yield signs;
 - B. The prohibition or regulation of the turning of vehicles or specified types of vehicles at intersections or other designated locations;
 - C. The regulation of a crossing of any roadways by pedestrians;
 - D. The establishment and regulation of loading zones;
 - E. The prohibition, regulation, restriction or limitation of the stopping, standing or parking of vehicles in specified areas;
 - F. The designation, and enforcement of safety zones and fire lanes.

UNOFFICIAL COPY

2. There shall be appended to this Agreement, a letter signed by the Chief of Police of the Village, or his designated representative, and the owners or their designated representatives, setting forth the specific locations within the various areas within the property which shall, pursuant to the terms of this Agreement, be regulated, as well as a designation of the exact regulations to be imposed thereon.

The Chief of Police of the Village, of his designated representative, and the owners, or their designated representative may, from time to time, agree to amend the aforesaid list, provided that in each case, the list so amended shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as required by statute.

3. Owners agree to erect signs, signals, etc., relating to the regulations provided for by this agreement, at the appropriate places on the property, in accordance with all applicable regulations and specifications promulgated by the State of Illinois.
4. The Owners shall bear the costs and expenses of obtaining, erecting and maintaining any and all signs or other signals, etc., necessary for the enforcement of the regulations agreed to by the parties herein.
5. This agreement shall be in full force and effect from and after the date of its execution for a period of ten (10) years of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration. Notwithstanding any provisions contained herein to the contrary, after this Agreement has been in effect for a term of one (1) year, this Agreement may be cancelled upon the giving of thirty (30) days prior written notice by either party hereto, except to the extent that the Owners may be required to maintain this Agreement pursuant to any zoning relief granted by the Village.
6. The Owners have a Comprehensive General Liability Insurance Policy. Said insurance shall be in the minimum amount of two (2) million dollars (\$2,000,000.00) combined single limit or in such amounts acceptable to the Village of East Hazel Crest and SHALL be in such form and with such Company as shall be approved by the corporate authorities.

The Owners hereby agree to keep said policies in full force and effect throughout the terms of this Agreement. A mandatory written notice must be provided upon the cancellation of any policy as outlined under the Certificate of Insurance evidencing the coverage provided for herein.
7. The sole remedy available to the Owners, upon any breach of this Agreement by the Village, SHALL be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the Village SHALL not be liable in money damages for any breach of this Agreement.
8. A fully executed copy of this Agreement, together with its attachments, shall be

UNOFFICIAL COPY

recorded in the office of the Cook County Recorder and no regulations made pursuant to this Agreement shall be effective and enforceable until three (3) days after the contract or any amendment thereto is recorded, and after the posting of signs or signals as may be required pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

Village of East Hazel Crest, an Illinois Municipal Corporation

By: *Donald A. Braun*
Village President

Attest: *Allen M. Morris*
Village Clerk

By: *Megan Washburn*
Owner's Representative
Authorized Agent for Owner

Attest: _____

Quarter Section SE 1/4 N
Part 1 one Half: E Part 2:
Section 29 Township 36 Range 14
29-29-411-001
thru 024

Property
Cook County Clerk's Office