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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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AGREEMENT REGULATING CONTROL OF
MOTOR VEHICLE TRAFFIC & PARKING OF
MOTOR VEHICLES IN THE
VILLAGE OF McCOOK, COOK COUNTY, ILLINOIS

WHEREAS, acting pursuant to Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, the VILLAGE OF McCOOK, Cook County, Illinois (hereinafter referred to as "Village"), and ELECTRO-MOTIVE DIESEL, INC. (hereinafter referred to as "EMD"), desire and are fully authorized to enter into an agreement covering the regulation of traffic and parking of motor vehicles within certain described portions of parking areas of the EMD facility, an industrial facility within the Village, and the enforcement of those regulations by law enforcement personnel of the Village; and

WHEREAS, the Mayor and Board of Trustees of the Village having received a request by EMD to enforce such traffic and parking regulations, deem it necessary for the health, welfare, and safety of persons and its citizens to regulate motor vehicle traffic and parking regulations at the industrial facilities of EMD ("facility"), in the Village of McCook; and

WHEREAS, EMD is in agreement and desires that the Village and its Police Department enforce certain regulations regarding motor vehicle traffic and parking in such facility; and

WHEREAS, EMD represents that the legal description, common address and property index numbers of the facility are attached as Exhibit "A."



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NOW, THEREFORE, it is hereby agreed and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, as follows:

1. The Village hereby agrees to enforce the following regulations regarding motor vehicle movement, parking and control within the parking lot areas of the EMD facility:
 - a. Village shall enforce all rules of the road regarding traffic control signs, signals and devices located within designated areas of the facility, including stop signs, yield signs, flashing signals and traffic control lights. In addition to traffic control signs posted within the facility, permanent stop signs shall be posted at all exits on to a public highway from the facility parking lot, so that a driver of a motor vehicle emerging from the facility parking lot on to a public highway shall first come to a complete full stop prior to entering on to the public highway.
 - b. All motor vehicle movement shall be within the designated traffic lanes and where marked by arrow or posted "One Way" sign, motor vehicle movement shall be prohibited in the opposite direction.
 - c. No motor vehicle shall be operated so as to cause or produce unnecessary loud, raucous, excessive or unusual noises, by the playing of vehicle radio, or by the racing of the motor, or by lack of muffler or use of a muffler cutout, by tire friction upon rapid turning or weaving, or by spinning of wheels from standing or slow moving position produced by sudden unnecessary acceleration, or by continuous unnecessary sound of a horn or other noise or signal device.
 - d. The prohibition of stopping, standing, or parking of a motor vehicle where not authorized by sign or otherwise, including areas outside of stripes designated for parking spaces and parking areas designated as reserved for persons with disabilities.
 - e. The operating of unlicensed go-karts or other miniature vehicles shall be prohibited.
 - f. The maximum speed limit for any motor vehicle shall not exceed fifteen (15) miles per hour.
 - g. The removal and storage of vehicles parked or abandoned in the parking area during snow storms, floods, fires, or other public emergencies, or found unattended in the parking area where: (a)

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such vehicles constitute an obstruction to traffic; or (b) stopping, standing or parking is prohibited, and payment of reasonable charges for such removal and storage by the owner or operator of such vehicle.

2. All private streets, roadways, aisles and parking spaces in the facility shall be considered "highways" for the enforcement purposes of this agreement.
3. EMD does hereby agree to erect and post all necessary signs for the regulation of motor vehicle parking and traffic, as is necessary to carry out the aforesaid regulations, and EMD does hereby agree to bear the costs and expense of same, and maintenance thereof.
4. The Village hereby agrees to regulate the parking and the motor vehicle traffic in the parking lot of the facility in accordance with the aforesaid regulations not sooner than three days after this contract is recorded in the Office of the Cook County Recorder, as provided by 625 ILCS 5/11-209.
5. It is hereby mutually agreed that this agreement shall be effective for a period of one (1) year from the date hereof, and shall be self-renewing for period of one year each thereafter, unless and until canceled by not less than thirty (30) days written notice by either party to the other of its intention to cancel same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

19th day of December, 2005.

ELECTRO-MOTIVE DIESEL, INC.

VILLAGE OF McCOOK, a municipal corporation,

By: Walter T. Hannan
Vice President

By: Raymond J. Tolsted
Mayor

ATTEST: [Signature]
General Counsel

ATTEST: [Signature]
Village Clerk

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EXHIBIT "A"

<u>ADDRESS</u>	<u>PROPERTY INDEX NUMBER</u>
9501 West 55th Street McCook, IL 60525	18-10-400-007-0000 18-10-400-008-0000 18-10-400-009-0000
9520 West 55th Street McCook, IL 60525	18-10-300-028-0000
9301 West 55th Street McCook, IL 60525	18-10-300-013-0000 18-10-300-014-0000 18-10-300-005-0000 18-10-500-003-0000
9520 West 55th Street McCook, IL 60525	18-10-400-009-0000

Legal Description: See attached Schedule A-Parcels 1 through 4.

