



Doc#: 0826134111 Fee: \$52.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/17/2008 02:21 PM Pg: 1 of 9

**THIS DOCUMENT WAS  
PREPARED BY:**

**Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1160  
Chicago, IL 60606**

**After Recording Return  
TO:**

**Recorders Box 324  
(GAW/EM) 7751-12**

[Above space for Recorder's Office]

**TRAFFIC AND PARKING ENFORCEMENT AGREEMENT**

I, Stephen R. Myers, the <sup>authorized representative</sup> landlord/lessee (hereinafter the "Owner") of the parking area located at 325 WAUKEGAN ROAD, Northfield, Illinois (hereinafter the "Property"), hereby enter into this agreement with the Village of Northfield (hereinafter the "Village") pursuant to 625 ILCS 5/11-209 of the Illinois Vehicle Code, as it may be amended from time to time, a current copy being attached hereto and made apart hereof as Exhibit "A", authorizing the Northfield Police Department (hereinafter the "Department") to enforce all traffic and parking regulations of the Village of Northfield and the State of Illinois in said parking area. The legal description and permanent index numbers of the Property are attached hereto and made a part hereof as Exhibit "B".

It is further agreed as follows:

1. Appropriate signage, as determined by the Northfield Chief of Police, will be posted by Owner at the Owner's expense; *Village shall bear all other costs related to this Agreement.*
2. Owner agrees to indemnify, hold harmless, and defend the Village of Northfield, its officers, officials, agents, and employees and each of them from any and all claims, demands, liability, losses, and expenses, including but not limited to court costs and attorneys' fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the Department's performance of the terms of this Agreement. This indemnification shall not cover any judgment entered against the Village of Northfield, its agents or employees for willful misconduct.
3. This agreement shall be recorded pursuant to statute in the Office of the Recorder of Cook County, and no regulation made pursuant to this Agreement shall be effective or enforceable until 3 days after this Agreement is so recorded.
4. This Agreement shall continue in full force and effect for a period of five (5) years from the date of its execution and shall be renewed automatically for additional period of

*Good Faith*

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duration, not to exceed twenty (20) years. Either party to this Agreement may terminate the Agreement by giving thirty (30) days notice, in writing, to the other party.

5. Whenever notice is required to be sent to the Village, it shall be addressed as follows:
- Police Chief  
Village of Northfield  
350 Walnut Street  
Northfield, Illinois 60093

And whenever notice is required to be sent to the Owner, it shall be addressed as follows:

~~(INSERT NAME AND ADDRESS OF OWNER)~~

College of American Pathologists, Attention: Director of Facilities,  
325 Waukegan Road, Northfield, IL 60093

All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

6. The Owner hereby warrants and covenants that it has the full power and authority to enter into this Agreement with the Village.
7. This Agreement constitutes the entire understanding between the Department and the Owner with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises, and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.
8. This Agreement may be modified or amended only by the mutual consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, and duly executed. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void, and of no legal effect.
9. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the last date executed by the parties below.
10. The terms, conditions, and provisions of this Agreement shall be severable, and if any terms, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.
11. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of three (3) pages, this page included, to be executed this 11th day of SEPTEMBER, 2008.

**OWNER:**

College of American Pathologists

By: 

Stephen R. Myers, Interim Executive Vice President

Date: 8-25-08

**VILLAGE OF NORTHFIELD**

By: 

William K. Lustig, Chief of Police

Date: 9/11/08

**ATTEST:**

By: 

Name / Title LINDA A. GITTEL

Date: 9/11/08

**APPROVED:**

By: 

Stacy Sigman, Village Manager

Date: 9-11-08

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## EXHIBIT A

625 ILCS 5/11-209 of the Illinois Vehicle Code attached.

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(625 ILCS 5/11-209) (from Ch. 95 1/2, par. 11-209)

Sec. 11-209. Powers of municipalities and counties - Contract with school boards, hospitals, churches, condominium complex unit owners' associations, and commercial and industrial facility, shopping center, and apartment complex owners for regulation of traffic.

(a) The corporate authorities of any municipality or the county board of any county, and a school board, hospital, church, condominium complex unit owners' association, or owner of any commercial and industrial facility, shopping center, or apartment complex which controls a parking area located within the limits of the municipality, or outside the limits of the municipality and within the boundaries of the county, may, by contract, empower the municipality or county to regulate the parking of automobiles and the traffic at such parking area. Such contract shall empower the municipality or county to accomplish all or any part of the following:

1. The erection of stop signs, flashing signals, person with disabilities parking area signs or yield signs at specified locations in a parking area and the adoption of appropriate regulations thereto pertaining, or the designation of any intersection in the parking area as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to such intersection, subject to the provisions of this Chapter.

designate  
signs  
& locations

2. The prohibition or regulation of the turning of vehicles or specified types of vehicles at intersections or other designated locations in the parking area.

TURN  
RESTRICTION

3. The regulation of a crossing of any roadway in the parking area by pedestrians.

4. The designation of any separate roadway in the parking area for one-way traffic.

ONE-WAY

5. The establishment and regulation of loading zones.

LOAD ZONES

6. The prohibition, regulation, restriction or limitation of the stopping, standing or parking of vehicles in specified areas of the parking area.

STOPPING/STANDING

7. The designation of safety zones in the parking area and fire lanes.

SAFETY ZONES

8. Providing for the removal and storage of vehicles parked or abandoned in the parking area during snowstorms, floods, fires, or other public emergencies, or found unattended in the parking area, (a) where they constitute an obstruction to traffic, or (b) where stopping, standing or parking is prohibited, and for the payment of reasonable charges for such removal and storage by the owner or operator of any such vehicle.

TURNING

9. Providing that the cost of planning, installation, maintenance and enforcement of parking and traffic regulations pursuant to any contract entered into under the authority of this paragraph (a) of this Section be borne by the municipality or county, or by the school board, hospital, church, property owner, apartment complex owner, or condominium complex unit owners' association, or that a percentage of the cost be shared by the parties to the contract.

COST PAID  
BY MFLS  
OR CHP  
OR BOTH

10. Causing the installation of parking meters on the parking area and establishing whether the expense of

PARKING  
METERS

installing said parking meters and maintenance thereof shall be that of the municipality or county, or that of the school board, hospital, church, condominium complex unit owners' association, shopping center or apartment complex owner. All moneys obtained from such parking meters as may be installed on any parking area shall belong to the municipality or county.

11. Causing the installation of parking signs in accordance with Section 11-301 in areas of the parking lots covered by this Section and where desired by the person contracting with the appropriate authority listed in paragraph (a) of this Section, indicating that such parking spaces are reserved for persons with disabilities.

12. Contracting for such additional reasonable rules and regulations with respect to traffic and parking in a parking area as local conditions may require for the safety and convenience of the public or of the users of the parking area.

(b) No contract entered into pursuant to this Section shall exceed a period of 20 years. No lessee of a shopping center or apartment complex shall enter into such a contract for a longer period of time than the length of his lease.

(c) Any contract entered into pursuant to this Section shall be recorded in the office of the recorder in the county in which the parking area is located, and no regulation made pursuant to the contract shall be effective or enforceable until 3 days after the contract is so recorded.

(d) At such time as parking and traffic regulations have been established at any parking area pursuant to the contract as provided for in this Section, then it shall be a petty offense for any person to do any act forbidden or to fail to perform any act required by such parking or traffic regulation. If the violation is the parking in a parking space reserved for persons with disabilities under paragraph (11) of this Section, by a person without special registration plates issued to a person with disabilities, as defined by Section 1-159.1, pursuant to Section 3-616 of this Code, or to a disabled veteran pursuant to Section 3-609 or 3-609.01 of this Code, the local police of the contracting corporate municipal authorities shall issue a parking ticket to such parking violator and issue a fine in accordance with Section 11-1301.3.

(e) The term "shopping center", as used in this Section, means premises having one or more stores or business establishments in connection with which there is provided on privately-owned property near or contiguous thereto an area, or areas, of land used by the public as the means of access to and egress from the stores and business establishments on such premises and for the parking of motor vehicles of customers and patrons of such stores and business establishments on such premises.

(f) The term "parking area", as used in this Section, means an area, or areas, of land near or contiguous to a school, church, or hospital building, shopping center, apartment complex, or condominium complex, but not the public highways or alleys, and used by the public as the means of access to and egress from such buildings and the stores and business establishments at a shopping center and for the

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parking of motor vehicles.

(g) The terms "owner", "property owner", "shopping center owner", and "apartment complex owner", as used in this Section, mean the actual legal owner of the shopping center parking area or apartment complex, the trust officer of a banking institution having the right to manage and control such property, or a person having the legal right, through lease or otherwise, to manage or control the property.

(g-5) The term "condominium complex unit owners' association", as used in this Section, means a "unit owners' association" as defined in Section 2 of the Condominium Property Act.

(h) The term "fire lane", as used in this Section, means travel lanes for the fire fighting equipment upon which there shall be no standing or parking of any motor vehicle at any time so that fire fighting equipment can move freely thereon.

(i) The term "apartment complex", as used in this Section, means premises having one or more apartments in connection with which there is provided on privately-owned property near or contiguous thereto an area, or areas, of land used by occupants of such apartments or their guests as a means of access to and egress from such apartments or for the parking of motor vehicles of such occupants or their guests.

(j) The term "condominium complex", as used in this Section, means the units, common elements, and limited common elements that are located on the parcels, as those terms are defined in Section 2 of the Condominium Property Act.

(k) The term "commercial and industrial facility", as used in this Section, means a premises containing one or more commercial and industrial facility establishments in connection with which there is provided on privately-owned property near or contiguous to the premises an area or areas of land used by the public as the means of access to and egress from the commercial and industrial facility establishment on the premises and for the parking of motor vehicles of customers, patrons, and employees of the commercial and industrial facility establishment on the premises.

(l) The provisions of this Section shall not be deemed to prevent local authorities from enforcing, on private property, local ordinances imposing fines, in accordance with Section 11-1301.3, as penalties for use of any parking place reserved for persons with disabilities, as defined by Section 1-159.1, or disabled veterans by any person using a motor vehicle not bearing registration plates specified in Section 11-1301.1 or a special decal or device as defined in Section 11-1301.2 as evidence that the vehicle is operated by or for a person with disabilities or disabled veteran.

This amendatory Act of 1972 is not a prohibition upon the contractual and associational powers granted by Article VII, Section 10 of the Illinois Constitution.

(Source: P.A. 95-167, eff. 1-1-08.)

CAN ENFORCE  
INDICAP  
PARKING  
RULES  
w/o  
CONTRACT

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**EXHIBIT B please complete**

LEGAL DESCRIPTION:

LOT 1 IN CAP CONSOLIDATION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

PROPERTY INDEX NUMBERS: 04-23-201-004-0000 AND 04-23-201-005-0000

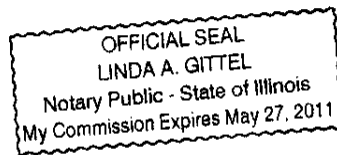


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the Undersigned, being a notary public in and for the State and County aforesaid, do hereby certify that WILLIAM LUSTIG, as the Police Chief of the VILLAGE OF Northfield, an Illinois municipal corporation, and STACY SIGMAN, as the Village Manager 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal  
this 11th day of September, 2008.



Linda A. Gittel  
NOTARY PUBLIC

My Commission Expires: 5/27/2011

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Ann M. Gazer, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that Stephen Myers, the Interim, EVP of the College of American Pathologists, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal  
this 25 day of August, 2008.



Ann M. Gazer  
NOTARY PUBLIC

My Commission Expires: 7/16/11