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Doc#: 0828845082 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/14/2008 10:39 AM Pg: 1 of 5

AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES AND TRAFFIC AT 8031 WEST 87TH STREET, HICKORY HILLS, ILLINOIS

This agreement, made and entered into this 25th day of September, 2008 by and between the City of Hickory Hills, a municipal corporation of the State of Illinois (the "City"), and HHRC, LLC (the "Owner").

WITNESSETH:

WHEREAS, the City and the Owner desire to enter into an agreement in order to empower the City to regulate the parking of motor vehicles and the traffic at such parking area, pursuant to the provisions of 625 ILCS 5/11-209 and 625 ILCS 11/209.1; and

WHEREAS, the City Council and the Owner have authorized the terms, provisions and conditions of this Agreement for the property located at 8031 West 87th Street, Hickory Hills, Illinois and legally described as shown on Exhibit A (the "Property");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The City hereby agrees to establish and enforce the following regulations on the Property:

(a) The maximum speed limit for any vehicle shall be 15 miles per hour or as otherwise posted;

(b) Stop signs shall be posted at all exits and the driver of a vehicle emerging from the Property shall stop such vehicle immediately prior to

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driving onto a sidewalk or street, and shall yield the right-of-way to any pedestrian as may be necessary to avoid collision, and upon entering the street or roadway shall yield the right-of-way to all vehicles approaching on said street or roadway;

(c) The stopping, standing or parking of any motor vehicle on the roadway or driveway which lies directly in front of the buildings located on the Property shall be prohibited, except that the Owner shall have the right to establish a loading zone and to be located directly in front of the entrance to the buildings on the Property. If the Owner desires to establish such a loading zone, he shall obtain, erect and maintain at his own expense suitable signs for this purpose;

(d) The prohibition of parking by vehicles not driven by, or used by, handicapped persons, in parking spaces designated only for use by the handicapped.

(e) The stopping, standing, or parking of any unauthorized motor vehicle on the Property. The Owner shall supply a list of authorized vehicles and shall provide for a decal or other system which designates authorized vehicles and guests of tenants on the Property. The City does not enforce assigned parking spaces and will not become involved in a dispute regarding parking in an assigned parking space by another tenant or guest of a tenant.

(f) The removal and storage of any vehicle parked on the Property which is left unattended for a period of two days or which is left unattended anywhere within the area covered by this agreement in such a manner as to constitute an obstruction to traffic or where stopping, standing or parking is prohibited. The City may remove such vehicle to the City storage area and shall retain it until a charge is made for the removal and storage in accordance with ordinance provisions. In the event that the City is unable to recover the cost of towing and storage of such vehicle, that amount shall be payable by the Owner. The Owner is primarily responsible for towing of vehicles from the Property and shall contract with an authorized towing service for such removal. The Owner shall post signs pertaining to the towing of vehicles as are required under 625 ILCS 5/4-203.

(g) The operation of a motor vehicle or sound system to produce excessive noise which can be heard inside of any building on or off the Property or by a person off the Property.

(h) The stopping, standing or parking of any motor vehicle within a designated fire lane, traffic lane, or safety zone.

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(i) The stopping, standing or parking of any motor vehicle except within designated marked parking areas.

(j) The operation of any go cart, motorized bicycle, motorized scooter, mini bike, three wheeler, four wheeler, golf cart or other unlicensed vehicle.

2. The Owner does hereby agree to erect signs relating to the aforesaid regulations at appropriate places within the Property.

3. The Owner does hereby agree to bear the costs and expenses of obtaining, erecting and maintaining any and all signs necessary to the enforcement of the aforesaid regulations.

4. The Owner further agrees to make available at its own expense, a distinctive decal or sticker for the use by authorized vehicles, such decal or sticker to be placed on the vehicle for identification purposes.

5. The City hereby agrees to regulate the parking of automobiles and the traffic on the Property to enforce the aforesaid regulations.

6. Where any owner or user of a vehicle shall use or permit the use of a vehicle in a manner contrary to the regulations contained within this agreement, the City will enforce its ordinances against such person as if the action had taken place on a public highway.

7. It is mutually agreed that this agreement shall cover a period of one year from the date hereof and shall be self renewing for periods of one year each thereafter, not to exceed a period of 20 years, unless and until canceled by not less than 30 days' written notice by either party to the other of its intention to cancel same, in which case, the agreement shall terminate on the first day of January in the year next following the filing of the cancellation notice.

8. Whenever notice to the City is required, it shall be addressed to:

City Clerk
City of Hickory Hills
8652 West 95th Street
Hickory Hills, IL 60457

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Whenever notice to the Owner is required, it shall be addressed to:

HHRC, LLC
P.O. Box 274
Winnetka, IL 60093

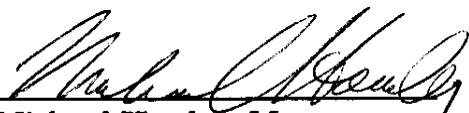
9. The Owner hereby agrees to release and hold harmless and defend (including the payment of all costs and attorneys fees) the City, its officers and agents, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement and shall procure insurance to protect, save harmless and indemnify the City pursuant thereto.

10. Nothing in this Agreement shall create a special duty of the City to enforce any law or ordinance for the benefit of any person.

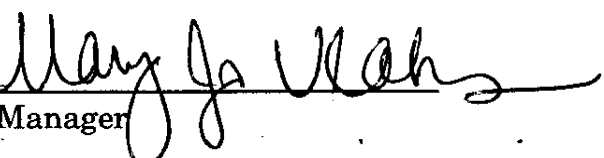
11. The sole remedy available to the Owner, upon any breach of this agreement by the City, shall be the cancellation of the agreement under its terms. It is of the essence of this agreement, that the City shall not be liable in money damages for any breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers the day and year first above written.

CITY OF HICKORY HILLS


Michael Howley, Mayor

OWNER


Manager

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EXHIBIT A

LEGAL DESCRIPTION

Lot 30 in Frank Delugach's 87th Street Acres, a Subdivision of the North 25 Acres of the East ½ of the Northeast ¼ of Section 2, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 23-02-206-006-0000

Address: 8031 West 87th Street, Hickory Hills, Illinois

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