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Prepared by:

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

After recording,
return to:
Recorder's Box 337



Doc#: 0905145100 Fee: \$50.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/20/2009 11:55 AM Pg: 1 of 8

AN AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND Covenant Village of Northbrook

FOR THE ENFORCEMENT OF FIRE LANES

THIS AGREEMENT (this "Agreement") is entered into as of this 11th day of December, 2008, by and between VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation, (the "Village") and Covenant Village of Northbrook (the "Owner") 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, Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7, Section 12-8 of the Northbrook Municipal Code (1988), as amended, and the Village's home rule powers under the Illinois Constitution of 1970 authorize the Village to enter into agreements with owners of commercial and industrial facilities, shopping centers, apartment complexes and other owners of property that contain a parking area located within the limits of the Village to regulate fire lanes in such parking areas.

B. The Owner is the owner of a building and appurtenant grounds commonly known as Covenant Village of Northbrook, Northbrook, Illinois, that is located entirely within the Village's corporate limits, which property is legally described in Exhibit A attached to and by this reference incorporated into this Agreement (the "Property").

C. The Owner desires that the Village regulate the fire lanes (the "Fire Lanes") in certain parking areas on the Property (the "Parking Area"), which Fire Lanes are depicted on Exhibit B attached to and by this reference incorporated into this Agreement.

D. The term Fire Lanes as used in this Agreement shall mean travel lanes for the fire fighting equipment upon which, or adjacent to which, there shall be no standing or parking of any motor vehicle at any time so that fire fighting equipment can move freely on the Parking Area.

E. The Village is willing to regulate the Fire Lanes on the terms and conditions contained in this Agreement.

Section 2. Village Authority To Regulate. The Village shall have the authority to enforce the Fire Lanes, from time to time in its sole discretion, through the issuance of traffic citations and any

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other means provided by law, as the Village determines are appropriate and necessary to provide for the safe and efficient movement of traffic and protection of life and property, including the towing of vehicles obstructing the Fire Lanes (at vehicle owner's expense). The Village and the Owner may mutually amend this Agreement to include such additional reasonable rules and regulations with respect to traffic and parking as allowed by law.

Section 3. Installation of Regulatory Devices. Subject to the procedure established in Section 4 of this Agreement, the Village shall have the authority to install, at the expense of the Owner, such traffic signs, signals, and markings as the Village and the Owner shall mutually agree are appropriate and necessary to the function of the Fire Lanes and to provide adequate notice to the operators of vehicles on the Parking Area of the Fire Lanes, including, without limitation, red and yellow curbside painting (the "Regulatory Devices"). Such Regulatory Devices shall comply with any appropriate standards for such devices.

Section 4. Procedure for the Installation of Regulatory Devices. No Regulatory Device shall be installed by the Village in the Parking Area except pursuant to the following procedure:

- A. The Village, through its Village Manager or his designee, and the Owner or its designee, shall have jointly inspected the Parking Area for the purpose of determining what Regulatory Devices are appropriate and necessary for the establishment and enforcement of Fire Lanes. The location of such Regulatory Devices must be shown on Exhibit B prior to the execution of this Agreement.
- B. After execution and recordation of the Agreement, the Village may cause to be installed within the Parking Area such Regulatory Devices as shown on Exhibit B.
- C. The Owner 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.

Section 5. Maintenance. The Owner shall, at its sole cost and expense, keep and maintain all Regulatory Devices within the Parking Area in good condition at all times.

Section 6. Fines. The Village, in the sole discretion of its officers and officials, may issue citations (the "Citations") and collect fines for violations of the Fire Lanes, the Regulatory Devices, 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 prosecute such citations. All fines imposed and collected by the Village shall be the property of the Village. Owner'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 7. 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 8. 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 in the Parking Area; and
- (b) any other activity not expressly agreed to by the Village in this Agreement.

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Section 9. Term; Extensions. This Agreement shall be in full force and effect for a period of 50 years after its Effective Date as defined below; provided, however, that if such 50 year term shall be held invalid, the term shall be the maximum term permitted by applicable law as of the date of this Agreement or such longer term as may be subsequently allowed. This Agreement may be extended for successive additional periods by prior mutual written agreement of the Village and the Owner.

Section 10. Termination; Payment Of Costs. This Agreement may be terminated without cause by either party to this Agreement at any time on 60 days notice in writing to the other party delivered as provided in Section 11 of this Agreement; provided, however, that the Owner shall pay all costs due to the Village in advance of any notice of termination of this Agreement by the Owner. This Agreement may be terminated by either party because of a breach by the other party on 15 days notice in writing to the other party delivered as provided in Section 11 of this Agreement, during which 15-day period the party on whom notice is served shall have the opportunity to cure such breach.

Section 11. 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 Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

If to the Owner:

Covenant Village of Northbrook
2625 Techny Road
Northbrook, IL 60062
Attention: Executive Director

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. Recordation. The Village shall cause this Agreement to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. The Owner shall pay to the Village at the time of execution a fee to cover costs of recordation of this Agreement in the amount specified in the Annual Fee Ordinance.

C. Effective Date. The Fire Lanes established in this Agreement shall become effective three days after its recordation.

D. 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.

E. 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.

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

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G. 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.

H. 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.

I. 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.

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

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.

VILLAGE OF NORTHBROOK

Attest:

By: *Shra G. Jard*
Its: Village Clerk

By:

Richard Nahust
Its: Village Manager

OWNER

Attest:

By: *John Anderson*
Its: Administrator - Residential

By:

Paul E. Waryan
Its: Executive Director

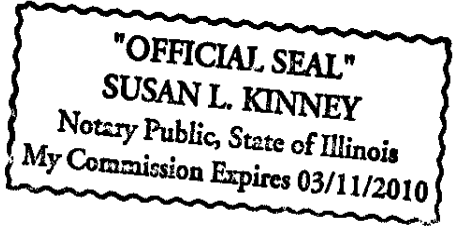
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STATE OF ILLINOIS)
) SS.
COUNTY OF ~~COOK~~)
 LAKE

The foregoing instrument was acknowledged before me this 15 day of ~~DECEMBER~~ JANUARY, 2009, by Richard Nahrstadt, Village Manager, and DEBRA FORB, Village Clerk, respectively, of the Village of Northbrook, an Illinois home rule municipal corporation.

Susan L. Kinney
Notary Public

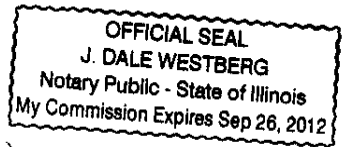
(SEAL)
My Commission Expires:
March 11, 2010



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11 day of DECEMBER, 2008, by NEIL E. WARNYGOLA and JOSHUA D. ANDERSON the EXECUTIVE DIRECTOR and ADMINISTRATOR - RESIDENTIAL respectively, of LOVEMANT VILLAGE OF NORTHBROOK.

J. Dale Westberg
Notary Public



(SEAL)
My Commission Expires:
09-26-2012

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EXHIBIT A

Legal Description of the Property

THE WEST ½ OF LOT 11, EXCEPT THE NORTH 33 FEET AND EXCEPT THE SOUTH 27 FEET THEREOF; AND LOT 12, EXCEPT THE NORTH 33 FEET AND EXCEPT THE SOUTH 27 FEET AND EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THE FOLLOWING DESCRIBED PARCELS;

1. THE EAST 289.00 FEET OF THE WEST 339.00 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET THEREOF;
2. THE EAST 289.00 FEET OF THE WEST 816.00 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET THEREOF;
3. BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 487.00 FEET; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH 487.00 FEET OF SAID LOT 12, A DISTANCE OF 689.60 FEET; THENCE SOUTH, ALONG A STRAIGHT LINE PARALLEL WITH SAID WEST LINE OF LOT 12, A DISTANCE OF 267.00 FEET; THENCE SOUTHWESTWARDLY, ALONG A STRAIGHT LINE, A DISTANCE OF 95.82 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 624.60 FEET OF SAID LOT 12 AT A POINT 150.00 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH, ALONG SAID EAST LINE OF THE WEST 624.60 FEET OF LOT 12, A DISTANCE OF 150.00 FEET TO THE SOUTH LINE OF LOT 12; THENCE WEST, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 624.60 FEET TO THE POINT OF BEGINNING,

ALL IN SCHOOL TRUSTEES; SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-16-300-005

04-16-300-006

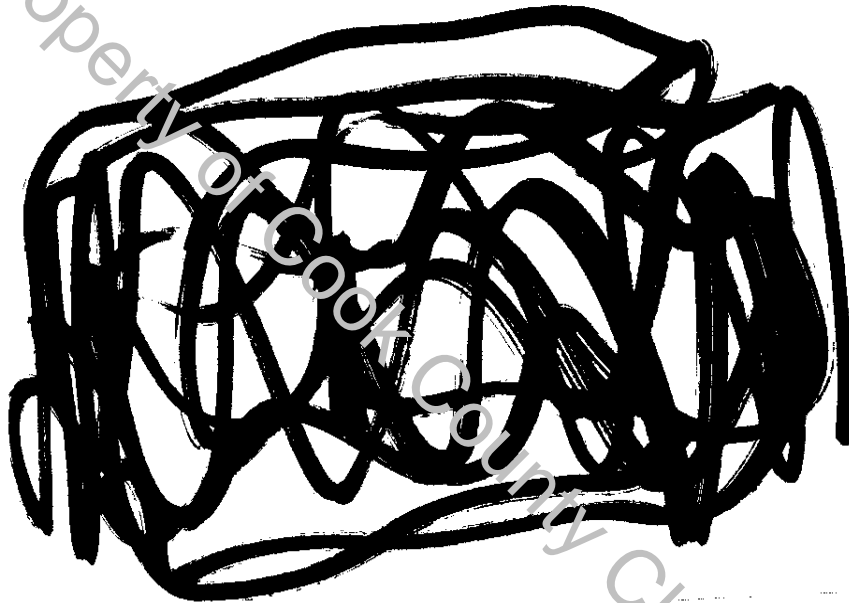
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EXHIBIT B

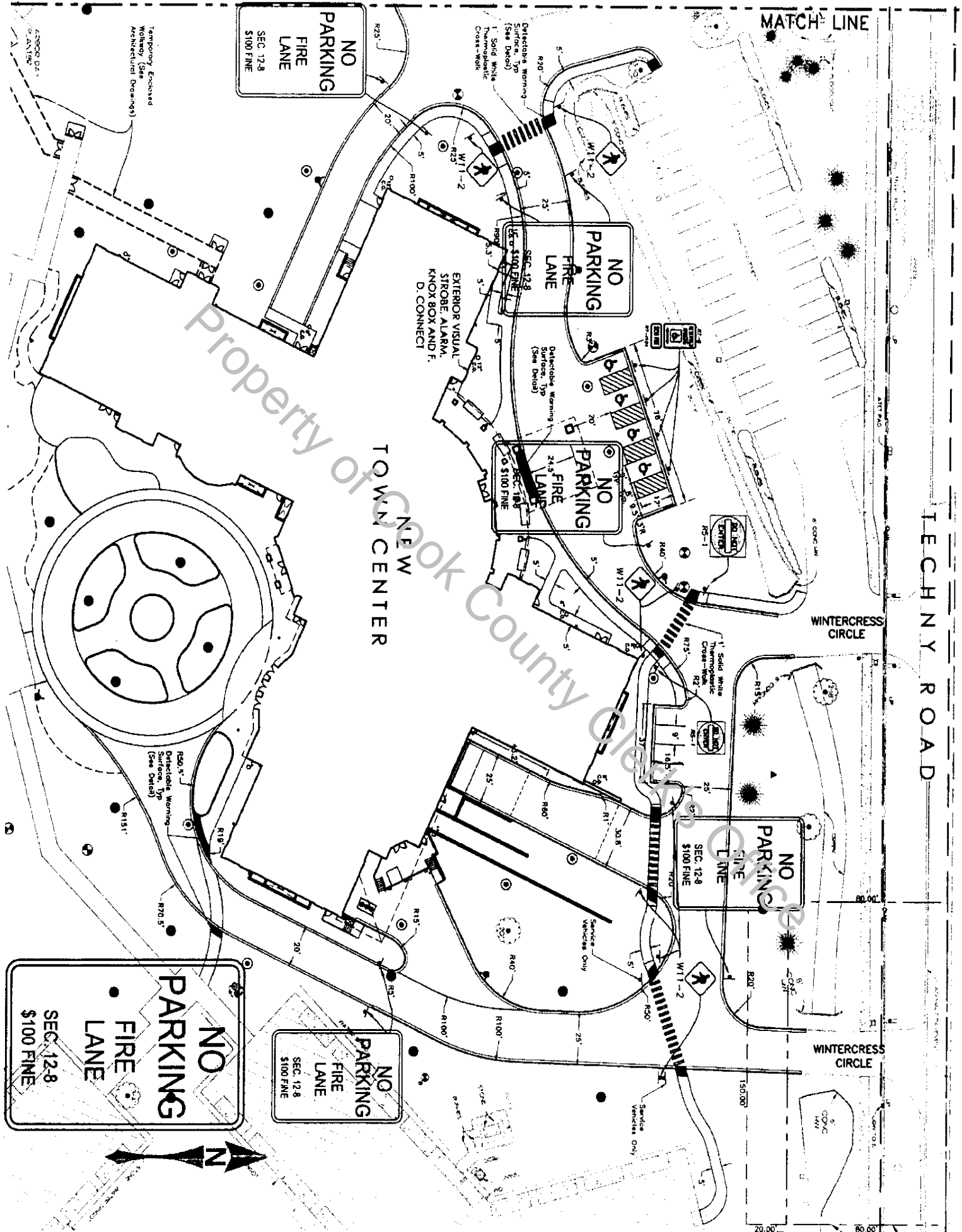
Depiction of Fire Lanes

[drawing to be provided by Owner]

See Attached



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TECHNY ROAD

WINTERCROSS CIRCLE

WINTERCROSS CIRCLE

TOWN CENTER NEW

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

NO PARKING FIRE LANE
 SEC 12-8
 \$100 FINE

Temporary Enclosed Walkway (See Architectural Drawings)

EXTERIOR VISUAL STROBE ALARM, KNOX BOX AND F. D. CONNECT

Detectable Warning (See Detail) 1. Solid White Thermoplastic Cross-Walk

Detectable Warning (See Detail) Surface Typ

Detectable Warning (See Detail) 1. Solid White Thermoplastic Cross-Walk

Detectable Warning (See Detail) Surface Typ

