

# UNOFFICIAL COPY



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/12/2010 11:09 AM Pg: 1 of 4

## AGREEMENT FOR REGULATION OF MOTOR VEHICLES AND TRAFFIC IN BRIDGEVIEW PLACE LOCATED AT THE NORTHEAST CORNER OF 103RD STREET AND 76TH AVENUE, BRIDGEVIEW, ILLINOIS

This agreement (the "Agreement"), made and entered into this 7<sup>th</sup> day of April, 2010 by and between the Village of Bridgeview, a home rule unit of government (the "Village"), and the Bridgeview Place Condominium Association, (the "Association").

### WITNESSETH:

WHEREAS, the Village and a condominium complex unit owners' association may enter into an agreement in order to empower the Village to regulate the parking of automobiles, movement of motor vehicles, and traffic of motor vehicles pursuant to the provisions of 625 ILCS 5/11-209, 625 ILCS 11/209.1, and the home rule powers of the Village; and

WHEREAS, the Association is the condominium complex unit owners' association for the Bridgeview Place Subdivision located at the northeast corner of 103rd Street and 76th Avenue, Bridgeview, Illinois legally described in Exhibit A (the "Property"); and

WHEREAS, the Mayor and Board of Trustees and the Association have authorized the terms, provisions and conditions of this Agreement for the Property and find that the enforcement of certain laws on the private streets, roads, and parking areas within the Property is in the best interest of the public health, safety and welfare;

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

1. The Village is hereby authorized to erect traffic control signs and devices with respect to the prohibition and regulation of parking, stopping, standing, turning and movement of vehicles on the Property to the same extent that it has such power on streets and highways within the Village. Because the streets within the Property are private streets, the Village prohibition of overnight parking on public streets does not apply. It is the responsibility of the Association to determine when and where overnight parking on the private streets is permitted.

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2. The Village is hereby authorized to enforce all provisions of the Bridgeview Municipal Code and the Illinois Vehicle Code pertaining to vehicular traffic, including the drivers and passengers thereof, on the Property.

3. The Association shall be responsible for determining which owner vehicles and guest vehicles are permitted to park on the Property. All vehicles belonging to owners shall display a current Village vehicle sticker. The Village will not enforce assigned parking spaces and will not become involved in a dispute regarding vehicle parking in an assigned parking space.

4. The Village is hereby authorized to erect such traffic control signs and devices as it deems necessary and appropriate. Violation of any traffic control sign and device shall be punishable to the same extent as if on a public highway. All traffic control signs and devices shall be consistent with the Illinois Vehicle Code and shall conform to the Illinois Manual on Uniform Traffic Control Devices.

5. The Village shall have the right to provide for the removal of abandoned vehicles. The Village shall have the authority to ticket vehicles which do not display a current Village vehicle license and which do not display current Illinois license plates.

6. This Agreement shall be in full force and effect for a period of 20 years, commencing upon the date hereof. This Agreement may be rescinded by the Association, or its successors, by filing a written request that the Village rescind the ordinance authorizing this Agreement. In such event the Agreement shall terminate on the following January 1.

7. This Agreement may be terminated by the Village at any time upon 90 days written notice.

8. The passage of the ordinance enabling this Agreement, and this Agreement, in no way constitute a dedication to public use of any street, road, driveway, path, parkway, parking area, or other roadway open or used by vehicular traffic, nor does it prevent the Association, or its successors, from requiring additional regulations than those specified by the Village, as long as they do not conflict with the provisions hereof.

9. Whenever notice to the Village is required, it shall be addressed to:

Village Clerk  
Village of Bridgeview  
7500 South Oketo Avenue  
Bridgeview, IL 60455

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

Property Specialists, Inc.  
1005 Internationale Parkway, Suite 204  
Woodridge, IL 60527

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10. The Association hereby agrees to release, hold harmless and defend (including the payment of all costs and attorneys fees) the Village, 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 Village pursuant thereto.

11. Nothing in this Agreement shall create a special duty of the Village to enforce any law or ordinance for the benefit of any person. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.


12. No officer, employee or official of the Village shall be personally liable to the Association in the event of any default or breach by the Village of any obligation under the terms of this Agreement.

13. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14. The sole remedy available to the Association, 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, its officers, employees or officials, 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.

**VILLAGE OF BRIDGEVIEW**

  
 \_\_\_\_\_  
 Steven M. Landek, Mayor

**BRIDGEVIEW PLACE  
 CONDOMINIUM ASSOCIATION**

  
 \_\_\_\_\_  
 Scott Nehring, President

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## EXHIBIT A

All of Bridgeview Place Unit 1 Subdivision, of part of the Southeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

All of Bridgeview Place Unit 2 Subdivision, being a planned unit development of the South  $\frac{1}{2}$  of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 23-12-400-089

Common Address: Northeast Corner of 76<sup>th</sup> Avenue and 103<sup>rd</sup> Street  
Bridgeview, Illinois

Property of Cook County Clerk's Office