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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/19/2012 02:21 PM Pg: 1 of 8

**City of Oak Forest
Traffic Regulation Agreement**

Name: 6006 Condo Assn

Address: 6006 W. 159th St.

Pin Number (s): 28-17-401-023-1001 thru 1015

Date Executed: September 17, 2012



City of Oak Forest
15440 South Central Avenue
Oak Forest, Illinois 60452-2195
708-687-4050
www.oak-forest.com

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TRAFFIC REGULATION AGREEMENT EXHIBIT A

THIS AGREEMENT is made as of this 17th day of SEPTEMBER, 2012, by and between CONDO 6006 West 159th Street, Oak Forest ("Owner"), and the CITY OF OAK FOREST, a municipal corporation, within which corporate jurisdiction the Complex is located for the regulation of traffic and other matters within the Complex area and the enforcement of said regulations by the assigned traffic law enforcement personnel of the City

WITNESSETH:

Article 1. DEFINITIONS: As used in this Agreement, the following definitions apply:

1.1 **Complex:** The land, buildings and other improvements commonly known as 6006 CONDO ASSN situated in the City of Oak Forest, Cook County, Illinois, and legally described in the attached Exhibit "A".

PIN	UNIT
28-17-401-023-1001	1A
28-17-401-023-1002	1B
28-17-401-023-1005	3A
28-17-401-023-1006	3B
28-17-401-023-1007	4A
28-17-401-023-1008	5A
28-17-401-023-1010	6A
28-17-401-023-1011	6B
28-17-401-023-1012	7A
28-17-401-023-1013	7B
28-17-401-023-1014	8A
28-17-401-023-1015	8B

1.2 **Permanent Index Numbers (PINs):** see attached

1.3 **Manager:** Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for purposes of this Agreement, JAMES LEVINE PRESIDENT

1.4 **Owner:** JAMES D. PAULY
DOROTHY KENNEY

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1.5 City: The City of Oak Forest, Cook County, Illinois

Article 2. **RECITAL OF FACTS:** The following recitals of fact are an integral part of this Agreement.

2.1 Owner holds record title to the Complex.

2.2 The Complex is located within the corporate jurisdiction of the City.

2.3 It is the mutual desire of the parties hereto that the City shall regulate the parking of automobiles, and traffic and roller skating, bicycle riding and/or skateboarding within the Complex, and enforce said regulations by the assigned traffic law enforcement personnel of the City.

2.4 The Illinois Vehicle Code (625 ILCS 5/11-209) and the Illinois Municipal Code (65 ILCS 5/1-1-7) provide for such agreement between the City and the Owner and said statutory authorization enumerates on those matters which may be included in such agreement. Further, additional matters may be included in such agreements pursuant to the home rule powers of the City as the statutes aforesaid are not a limitation thereof.

2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

Article 3. **COVENANTS:** In consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, each of the respective parties hereto covenants and agrees as follows:

3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, or pedestrian crossings, in order to provide for the safe and efficient trafficking of the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller-skating, the riding of bicycles and/or the riding or operation of skateboards in and upon the Complex, and the posting of signs with respect thereto.

3.2 If it be determined, pursuant to Paragraph 3.1 of this Agreement, that stop signs, yield signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections or pedestrian crossings, the City agrees to order and erect such signs and markers, and designate such intersections, provided that the cost of the installation of such signs and markers shall be borne by the Owner, provided further that the Owner or Manager shall be informed in advance of such costs before the City incurs the same.

3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representative shall recommend as

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necessary for effective movement of Fire Department and other emergency vehicles.

3.4 The City hereby agrees to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the City; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.

3.5 The owner shall pay the City a \$50.00 fee to file the contract with the county recorders office per Section 11-209(c) of the Illinois Vehicle Code.

Article 4. TERM: This Agreement shall be in full force and effect from and after the date of its execution for a period of one year of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration. Notwithstanding any provision contained herein to the contrary, this Agreement may be canceled upon the giving of thirty (30) days prior written notice by either party hereto, except to the extent that the Owner may be required to maintain this Agreement pursuant to any zoning relief granted by the City.

4.1 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.

Article 5. SUCCESSORS: This Agreement shall be binding upon and insure to benefit the respective assigns, successors and personal representatives of each of the parties hereto.

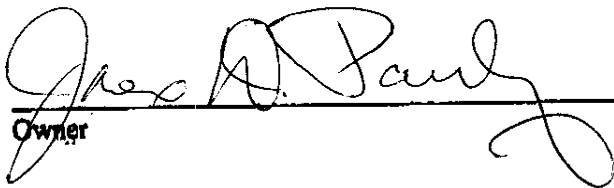
Article 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

Article 7. RECORDING: A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of Cook of the State of Illinois, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

Article 8. NOTICES: All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at 6006 W. 159th ST BLDG "D"
OAK FOREST, IL 60452
and, if to the City, at the Office of the City Administrator of Oak Forest, 15440 South Central Avenue, Oak Forest, Illinois 60452.

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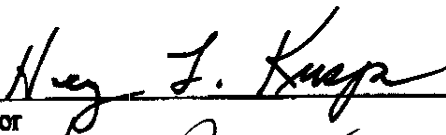
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date and year first above mentioned.



Owner

BY: _____
(Managing Agent - Owner)

CITY OF OAK FOREST

BY: 

Mayor

ATTEST: 

City Clerk

Property of Cook County Clerk's Office

This Indenture, made August 20, 1987, between Heritage Bank & Trust Co., an Illinois Corporation not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated

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TTI/CC 225463

July 28, 1987 and known as trust number 87-3069 herein referred to as "First Party," and Heritage Bank & Trust Company an Illinois corporation herein referred to as TRUSTEE, witnesseth:

14⁰⁰

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF (\$110,000.00)

One Hundred Ten Thousand and 00/100-----DOLLARS.

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate of 10.50 per cent per annum in installments as follows One thousand two hundred fifteen DOLLARS and 94/100----- on the 1st day of November 19 87 and One thousand two hundred fifteen DOLLARS and 94/100----- on the 1st day of each and every month thereafter until said note is fully

paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October 19 92 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such

banking house or trust company in Blue Island Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Heritage Bank & Trust Company in said City.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Units 3A and 3B in the 6006 West 159th Street Condominium as delineated on a survey of the following described real estate:

Lot 2 in Harthside's subdivision of the west 230 feet of the South 415 feet of the West 1/2 of the SouthWest 1/4 of the SouthEast 1/4 of Section 17, Township 36 North, Range 13 East of the Third Principal Meridian, which survey is attached as exhibit "A" to the Declaration of Condominium recorded as document 27149145, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

6006 W. 159th St., Oak Forest, IL. COOK COUNTY, ILLINOIS FILED FOR RECORD

P.L.N. #28-17-401-019-4001

1987 SEP 24 AM 11: 11

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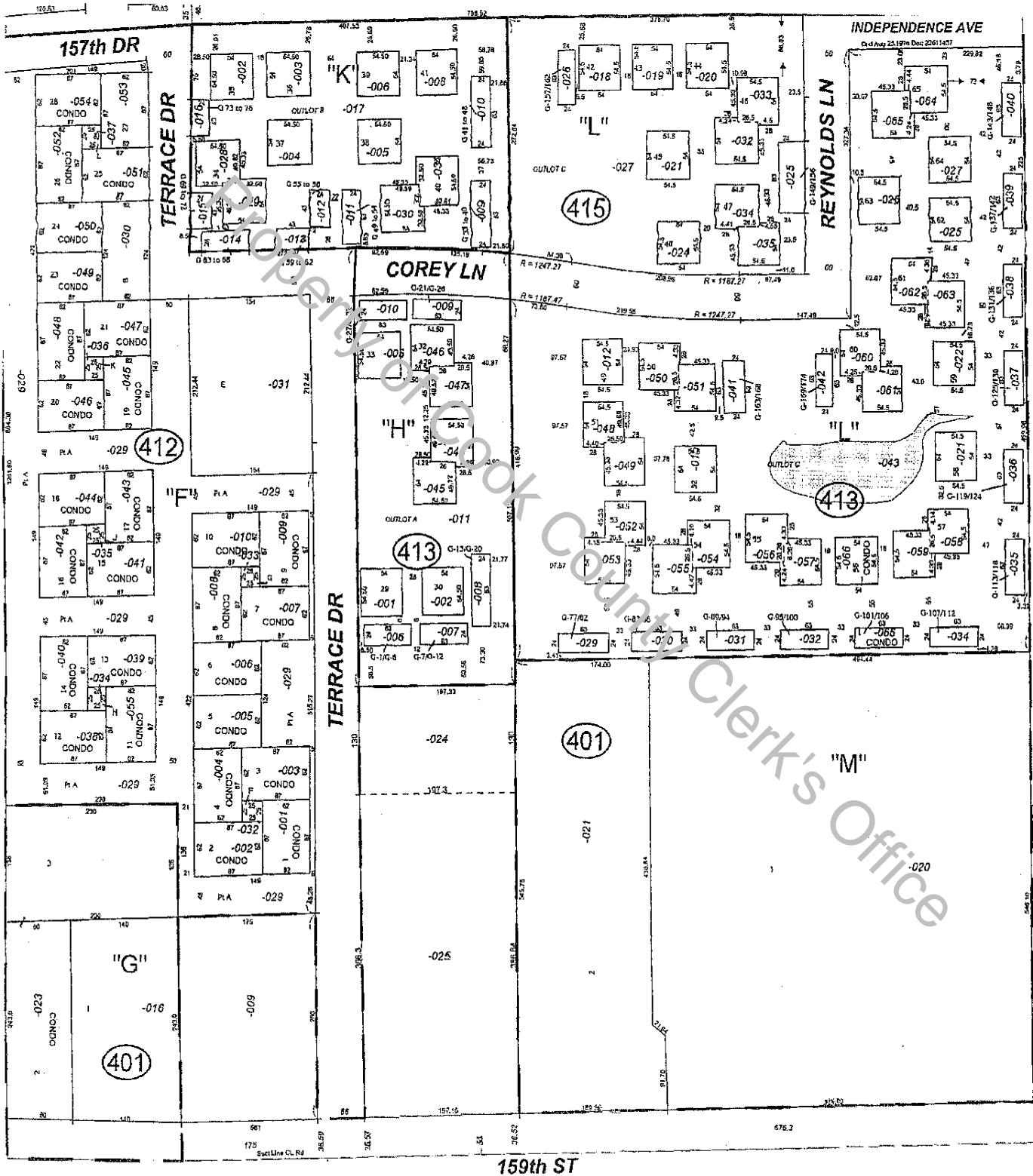
which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

87521509

Office

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