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Doc#: 1323508664 Fee: \$46.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/23/2013 01:56 PM Pg: 1 of 5



THE VILLAGE OF  
OAK LAWN

VILLAGE OF OAK LAWN  
9446 RAYMOND AVENUE  
OAK LAWN, ILLINOIS 60453

PARKING LOT AGREEMENT

Prepared by the Village of Oak Lawn

Legal Description of Property:

Oak Lawn PTC ReSubdivision  
of various lots of Block 1 Minnick's  
Oak Lawn Sub. And Block 6 of the  
Oak Lawn subdivision Plus portions of  
Yourell Drive & Cook Avenue Vacated  
By Doc. # 0630615018

Common Address: 9530 S. Cook Ave.

P.I.N.#: 24-09-101-037

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and  
between the VILLAGE OF OAK LAWN, a municipal corporation of the State of Illinois (hereinafter referred  
to as the "Village", and Prairie Town Center (hereinafter referred to as the  
"Owner"). Condo Assn.

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WITNESSETH:

WHEREAS, the Owner has requested the Village to enforce ordinances and state traffic statutes on the private driveways and parking areas within the PTC Condo Assoc.  
9530 S. Cook; and  
 (Address of Business or Building) (Name of Business or Building)

WHEREAS, 625 ILCS 5/11-209 (Motor Vehicle Code) provides, among other provisions, that upon request from the Owner, a municipality may enforce traffic regulations on private driveways and parking areas; and

WHEREAS, the President and Board of Trustees have determined that there is a need to enforce traffic regulations and to establish special parking restrictions in the \_\_\_\_\_  
 parking area; (Name of Business or Building)

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, it is agreed as follows:

1. The Village agrees to enforce, within its sole discretion, and the Owner agrees to permit the Village to enforce Village ordinances and State statutes regulating traffic and to establish parking or standing restrictions within the PTC Condo area. Pursuant to this paragraph,  
 (Name of Business or Building)

the following regulations shall apply to the PTC Condo parking area:  
 (Name of Business or Building)

- a.) Permanent stop signs shall be posted at all exits into a public highway from the parking lot, and the driver of a motor vehicle emerging from a parking area into a public highway shall first come to a complete full stop at such sign prior to proceeding into the public highway.
- b.) All motor vehicle movement shall be within the designated traffic lanes, and where marked by arrow or posted "One-Way" no motor vehicle movement shall be allowed in the opposite direction.
- c.) No motor vehicle shall be parked on a roadway or driveway that lies directly in front of the building(s).
- d.) The stopping, standing or parking of a motor vehicle by a person or persons having no business to conduct with the Owner shall be prohibited.
- e.) The stopping, standing or parking of a motor vehicle by the operator thereof for the purpose of congregating or meeting shall be prohibited.

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- f.) No motor vehicle shall be operated so as to cause or produce unnecessarily loud, raucous, excessive or unusual noises by playing a vehicle radio, or by racing a motor, or by lack of a muffler or use of a muffler cutout, or by tire friction upon rapid turning or weaving, or by spinning of wheels from a standing or slow moving position, or by sudden unnecessary acceleration, or by continuous unnecessary sounding of a horn, or by other noise or signal device.
- g.) The stopping, standing or parking of a motor vehicle within a designated posted fire lane, traffic lane or safety area shall be prohibited, and no motor vehicle shall be left standing, stopped or parked within twenty feet (20') in any direction from a fire hydrant, wall hydrant, water standpipe or fire exit door.
- h.) The stopping, standing or parking of a motor vehicle where so marked with parking stripes shall be within and confined to such area.
- i.) The stopping, standing or parking of a motor vehicle within five hundred feet (500') of any fire or police vehicle that has responded to a call or an alarm shall be prohibited.
- j.) Operating unlicensed go-karts or other miniature vehicles shall be prohibited.
- k.) The maximum speed limit for any motor vehicle shall not exceed \_\_\_ miles per hour.
- l.) Any motor vehicle parked or abandoned during a snow storm, flood, fire, or other public emergency, or found unattended in the parking area where it constitutes an obstruction to traffic, or where stopping, standing or parking is prohibited may be removed and stored by the Village of Oak Lawn, and payment of reasonable charges for such removal and storage shall be paid to the Village of Oak Lawn by the owner or operator of such vehicle.

2. The Owner hereby agrees to erect and post all signs necessary for the regulation of motor vehicle parking and traffic to carry out the aforesaid regulations and hereby agrees to bear the costs and expenses of same, including maintenance thereof. The Owner shall coordinate the type and location of said signage with the Oak Lawn Police Department.

3. Without limiting the rights herein granted to the Village to enforce traffic regulations, the Owner specifically agrees that the Village may in its discretion ticket or tow any vehicle which is parked in violation of the aforesaid prohibitions in the manner prescribed by law.

4. In addition, the Owner agrees that the Village may exercise any and all powers as set forth in 625 ILCS 5/11-209.

5. The Owner agrees to indemnify the Village, its President, Trustees, officers, employees and authorized agents and save and hold them harmless from any claims, demands, causes of action or judgments for injuries or damages of whatever kind or nature arising out of the performance of services for the Owner by the Village by virtue of the Village being a party to this Agreement. This provision shall not

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be construed as an agreement to indemnify or hold the Village harmless by virtue of the willful and wanton conduct of the Village or its authorized agents relating or pertaining to the Village's performance under this Agreement.

6. The Owner further agrees to purchase and maintain at its own expense comprehensive liability insurance covering both the Owner and the Village, as an additional named insured, with respect to any claims, damages and penalties on account of any personal injury or property damage included in the hold harmless agreement herein, said comprehensive liability insurance policy to be acceptable to and to be approved by the Village prior to the execution of this Agreement.

7. All notices required or otherwise provided under this Agreement shall be in writing and made or communicated by registered or certified United States mail, return receipt requested, addressed in the case of the Village to:

Village of Oak Lawn  
Attn: Village Manager  
9446 South Raymond Avenue  
Oak Lawn, IL 60453

and addressed in the case of Owner to:


PTC Condo Assoc.  
9530 S. Cook Ave  
~~100~~ Asses. 100 60453  
Oak Lawn, IL ~~60453~~

8. The term of this Agreement shall be twenty (20) years; notwithstanding the foregoing, however, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party of its intention to cancel same.


9. Pursuant to 625 ILCS 5/11-209(c), this Agreement shall be recorded with the Office of the Recorder of Deeds of Cook County at the Owner's sole cost and expense.

IN WITNESS WHEREOF, the Owner and the Village have hereto executed this Agreement and affixed their respective seals on the day and year first above written.

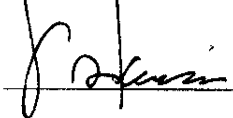
**VILLAGE OF OAK LAWN**

  
\_\_\_\_\_  
Village President

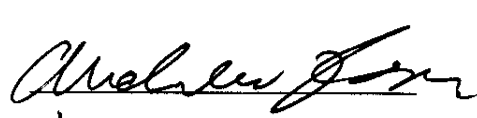
**ATTEST:**

  
\_\_\_\_\_  
Village Clerk

**OWNER OF PROPERTY**

  
\_\_\_\_\_  
Victor Kiman

**ATTEST:**

  
\_\_\_\_\_  
Andrew Popielec



# UNOFFICIAL COPY CERTIFICATE OF LIABILITY INSURANCE

OP ID: WR

DATE (MM/DD/YYYY)

08/13/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Essex Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-9100 Tamara A. Knight, CIC	630-355-2077	CONTACT NAME: PHONE: (A/C No. Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #, PRAIR12	FAX (A/C No.):
INSURED Prairie Town Center Condo Assn c/o McKey & Poague Real Estate Services, Inc. 1348 E 55th St Chicago, IL 60615	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: Great American Insurance Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**PAGES: CERTIFICATE NUMBER: REVISION NUMBER:**

THIS CERTIFICATE IDENTIFIES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD SHOWN. WITHOUT REGARD TO ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b>				
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CWP4301232	03/31/13	03/31/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
<input checked="" type="checkbox"/> HOMEOWNERS				
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY				
A <input checked="" type="checkbox"/> PERSONAL AUTO	CWP4301232	03/31/13	03/31/14	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> BUSINESS AUTO				
<input checked="" type="checkbox"/> TRUCK TRAILER	UM4433561	03/31/13	03/31/14	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 5,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
A <input checked="" type="checkbox"/> EMPLOYERS LIABILITY	WCP4296486	03/31/13	03/31/14	<input checked="" type="checkbox"/> WC STATE LIABILITY LIMITS TOTAL \$ 500,000 E. EACH ACCIDENT \$ 500,000 F. FSCA EEA EMPLOYEE \$ 500,000 E. EMPLOYER POLICY LIMIT \$ 500,000
A Building/100% RC	CWP4301232	03/31/13	03/31/14	500 DED 14,803,034
A Empl Dish./Crime	CWP4301232	03/31/13	03/31/14	120,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):  
A. Directors & Officers CWP4301232 3/31/13-3/31/14 Each Wrongful Act Limit: \$1,000,000; Aggregate Limit: \$2,000,000. TOTAL # OF UNITS: 70

## CERTIFICATE HOLDER

VOAKLAW

VILLAGE OF OAK LAWN  
3445 S RAYMOND AVE  
OAK LAWN, IL 60443-2440

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2008 09)

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**RECEIVED IN BAD CONDITION**