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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/25/2017 09:20 AM PG: 1 OF 7

City of Oak Forest Traffic Regulation Agreement

Name: Circle K

Address: 5600 W. 159th St.

Pin Number (s): 28-18-402-006-0000

Date Executed: April 18, 2017



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 30th day of March 2017, by and between RDK Ventures LLC, ("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

Circle K 6823
9600 W. 159th St

situated in the City of Oak Forest, Cook County, Illinois, and legally described in the attached Exhibit "A".

1.2 Permanent Index Numbers (PINs): _____

28-17-402-061-000

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 Wiecharl
331-251-7300

1.4 Owner: _____

RDK Ventures LLC
PO Box 347
Columbus 47202

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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 PO Box 347
Columbus IN 47202
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: Betty Watts
(Managing Agent, Asst. Secy. RDK Ventures LLC)

CITY OF OAK FOREST

BY: H-g L. Kuspa
Mayor

ATTEST: Dad M. N...
City Clerk

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Descriptions

Parcel I

Lot 1 of Final Plat of Jewel 3163 Subdivision, being a Subdivision of part of the Southeast ¼ of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded October 21, 2011, as Document 1129429043, in Cook County, Illinois

Common Address: 5616 West 159th Street, Oak Forest, Illinois

Real Estate Index Number: 28-17-402-015-0000 (subdivision pending)

Parcel II

Lot 2 of Final Plat of Jewel 3163 Subdivision, being a Subdivision of part of the Southeast ¼ of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded October 21, 2011, as Document 1129429043, in Cook County, Illinois

Common Address: 5600 West 159th Street, Oak Forest, Illinois

Real Estate Index Number: 28-17-402-015-0000 (subdivision pending)

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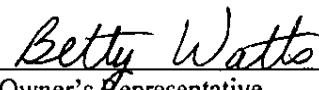
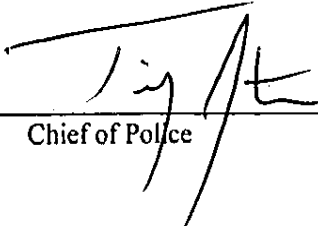
CITY OF OAK FOREST

TRAFFIC CONTROL AGREEMENT

Pursuant to the attached Agreement, the City of Oak Forest Police Department agrees to enforce the following areas as designated on the plat of survey deposited with the Chief of Police.

1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
5. Enforcement of posted, "No Trespassing" signs.
6. Posted "No Parking" zones.
7. Enforcement of Village ordinance violations.
8. Prohibition of roller skating, bicycle riding, or skateboarding within the complex as posted.

Any future signs, crosswalks, and so forth may be agreed upon at a later date.

 _____ Owner's Representative	 _____ Chief of Police
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