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oc# 2322828012 Fee \$102.00

AREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/16/2023 10:17 AM PG: 1 OF 8

THIS AGREEMENT made this 26th day of January, 2022, between the VILLAGE OF HOMEWOOD, a municipal corporation of the State of Illinois (the "Village") and the **Homewood Business Park, LLC** (the "Owner"), relative to the **Homewood Business Park Parking Lot** at **17759, 17801, 17803, 17807, 17811, 17829, 17833, 17837, 17841, 17845, 17847, 17851, 17855 and 17859 Bretz Drive** in the Village of Homewood, Cook County, Illinois (the "**Homewood Business Park Parking Lot**").

WITNESSETH:

WHEREAS, the Owner is the Owner of/managing agent for the Parking Lots and controls the **Homewood Business Park Parking Lot** within the limits of the Village; and

WHEREAS, the Owner desires to contract with the Village authorizing the Village and its Police Department to regulate and enforce the parking of vehicles and the traffic in, and the use of said Parking Lots; and

WHEREAS, the Village is willing to enter into this Agreement under the terms and provisions provided; and

WHEREAS, the Village is authorized to enter into this Agreement, under 625 ILCS 5/11-209 of the Illinois Compiled Statutes; and

WHEREAS, the President and Board of Trustees of the Village of Homewood have approved, the ratification of the terms, provisions and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. This agreement is intended to cover and regulate the Parking Lots commonly known as the **Homewood Business Park Parking Lot** and the parking area and private roadways located therein. Said Parking Lot is located at **17759, 17801, 17803, 17807, 17811, 17829, 17833, 17837, 17841, 17845, 17847, 17851, 17855 and 17959 Bretz Drive** in the Village and is legally described on Exhibit "A", attached and made a part hereof.

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2. Owner authorizes the Village, by its Chief of Police and other designated representatives to regulate the parking of automobiles and the traffic at and within the **Homewood Business Park** Parking Lot as authorized by 625 ILCS 5/11-209 of the Illinois Compiled Statutes. Signs shall be posted at each **Homewood Business Park** Parking Lot as enumerated on Exhibit "B," attached and made a part hereof. Village agrees it will establish and enforce regulations for the parking of automobiles and traffic as listed on Exhibit "C," attached and made a part hereof.

3. When parking and traffic regulations have been established by agreement of the parties upon the **Homewood Business Park** Parking Lot, then it shall be an offense for any person to do any act prohibited by, or to fail to perform any act required by such parking or traffic regulations, which offense shall be punishable under the ordinances of the Village. Village agrees to enforce all such posted parking and traffic regulations without expense to the Owner, except that towing of vehicles shall be at the Owners expense, and Owner consents to the issuance of parking and traffic citations for any violations thereof.

4. The Owner agrees to erect and post all necessary signs, and provide for all necessary pavement markings, at its own cost and expense for regulating the use of the Parking Lots, as is necessary to carry out regulations created under this Agreement and agrees to bear the cost and expense of the maintenance thereof. Should Village pay any such expense, Village shall bill the Owner for reimbursement and Owner shall pay any such Village bill within thirty (30) days of receipt thereof.

5. The parties do expressly agree that nothing in this Agreement shall expressly or impliedly grant, gift or dedicate the whole or any portion of the **Homewood Business Park** Parking Lot to the general public or for any public use or purpose.

6. The authorization contained under the terms of the Agreement shall be in addition to any other authority of the Village existing because of any other statute of the State of Illinois, and such additional authorization shall not be construed to be in lieu of any such other Statute.

7. At least once each calendar year, the Village shall inspect said Parking Lots to verify that all required signs and pavement markings are in place and properly maintained. If the Village determines, during the inspection, that additional signs and / or pavement markings are required, or existing signs and / or pavement markings need to be replaced, the Village shall so notify the Owner. If the Owner fails to take the action required by the Village in the notice within thirty (30) days of said notice, the Village may take the necessary actions and bill the Owner for the Village's cost in relation thereto, and the Owner shall be responsible and shall pay said costs within twenty (20) days of receipt of such bill.

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8. At least once each calendar year, the Owner shall verify to the Village that the Owner is in fact still the Owner of and / or managing agent for the **Homewood Business Park District Parking Lot**. It shall be the responsibility of the Owner to notify the Village of any change of owner or managing agent relative to the **Homewood Business Park Parking Lot**. Said notice shall be given to the Village within ten (10) days of any change in the owner or managing agent of the **Homewood Business Park Parking Lot**.

9. This agreement shall cover a period of one (1) year from the date hereof and shall be self-renewing for periods of one year each year thereafter, not to exceed twenty (20) years, unless cancelled by not less than thirty (30) days written notice by either party to the other of its intention to cancel the same, in which case the Agreement shall terminate on the thirtieth (30th) day after the notice has been given. Upon any such cancellation, Owner shall pay all outstanding costs owed to the Village under this Agreement.

10. Owner agrees to indemnify, defend and save whole and harmless the Village, its elected officials, officers, employees and agents from any loss or liability and related expenses of any kind, including court costs and attorney's fees, which arise out of or due to the performance of this Agreement by the Village.

11. Notices sent under this Agreement shall be sent by certified or registered mail, postage prepaid, or delivered in person and shall be addressed as follows:

If to the Village: Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

With copy to: Chief of Police
Village of Homewood
17950 Dixie Highway
Homewood, Illinois 60430

Village Attorney
Christopher J. Cummings
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

If to the Owner: Homewood Business Park, LLC
Ridge Road and Bretz Drive
Homewood, IL 60430

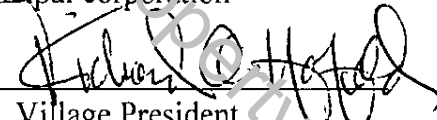
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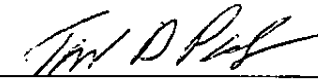
12. After execution of this Agreement, a copy shall be recorded with the Cook County Clerk, Recording Division, as required by Statute.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26th day of January, 2022.

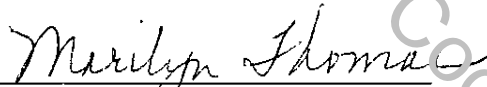
VILLAGE OF HOMEWOOD,
a municipal corporation

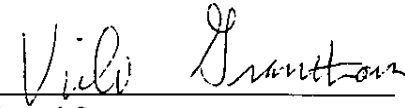
Homewood Business Park, LLC

By: 
Village President

By: 
Board President

ATTEST:

By: 
Village Clerk

By: 
Board Secretary ~~Treasurer~~

Office of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

Permanent Tax Numbers:

29-33-100-067-1001
 29-33-100-067-1002
 29-33-100-067-1003
 29-33-100-067-1004
 29-33-100-067-1005
 29-33-100-067-1006
 29-33-100-067-1007
 29-33-100-067-1008
 29-33-100-067-1009
 29-33-100-067-1010
 29-33-100-067-1011
 29-33-100-067-1012
 29-33-100-067-1013
 29-33-100-067-1014

Property Address: Ridge Road and Bretz Drive, Homewood, IL 60430

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 870.0 FEET THEREOF AND LYING NORTH OF THE NORTH LINE OF CABLEVISION SUBDIVISION AS RECORDED DECEMBER 2, 1980 BY DOCUMENT NUMBER 25688108, AND ALSO (EXCEPT THAT PART DEDICATED FOR KRONER DRIVE BY DOCUMENT 2568807), ALL IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CORNER BEING A FOUND BRASS MONUMENT IN HALSTEAD AVENUE, THENCE NORTH 89 DEGREES 29 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1331.87 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 50 MINUTES 52 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1321.16 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, THENCE CONTINUING SOUTH 00 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE 865.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE 167.00 FEET TO THE NORTH LINE OF CABLEVISION SUBDIVISION, RECORDED AS DOCUMENT NUMBER 25688108; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS WEST ALONG SAID NORTH LINE OF CABLEVISION SUBDIVISION

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393.27 FEET TO THE EAST LINE OF KRONER DRIVE AS DEDICATED BY DOCUMENT NUMBER 25688007; THENCE NORTH 00 DEGREES 48 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE OF KRONER AVENUE 685.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 175.00 FEET; ; THENCE SOUTH 00 DEGREES 48 MINUTES 48 SECONDS EAST A DISTANCE OF 518.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 218.17 FEET TO THE POINT OF BEGINNING, CONTAINING 3.589 ACRES MORE OR LESS.

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EXHIBIT "B"

The parties agree that these signs shall be posted at each **Homewood Business Park** Parking Lot before enforcement activity by the Village:

PARKING AND TRAFFIC LAWS ENFORCED ON
THIS PROPERTY BY THE HOMEWOOD POLICE
DEPARTMENT

RIGHT OF ACCESS BY PERMISSION ONLY, SUBJECT
TO CONTROL OF OWNER

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EXHIBIT "C"

The Homewood Police Department will enforce parking and traffic laws within the **Homewood Business Park** Parking Lot, specifically Chapter 106, Article VI, Division 1 of the Homewood Municipal Code and as authorized by 625 ILCS 5/11-209.

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