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Karen A. Yarbrough
Cook County Clerk
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COVER SHEET FOR RECORDING PURPOSES

VILLAGE OF TINLEY PARK

Commonly Known As:
8124, 8130, 8158 169th Street
Tinley Park, IL 60477

PIN: 27-26-206-048-1115
27-26-203-048-1121
27-26-203-048-1019

Prepared By: Village of Tinley Park
c/o Community Development
16250 Oak Park Avenue
Tinley Park, IL 60477

Return To: Village of Tinley Park
c/o Clerk's Office
16250 Oak Park Avenue
Tinley Park, IL 60477

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EXHIBIT A

AN AGREEMENT ESTABLISHING AND REGULATING FIRE LANES, PARKING ZONES, AND CONTROL OF MOTOR VEHICLE TRAFFIC WITHIN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

THIS AGREEMENT made and entered into by and between the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois, (hereinafter referred to as the "VILLAGE") and Cherry Creek South III Condominium Association by their/its duly authorized owners, agents and representatives, (hereinafter referred to as "OWNERS"), relative to the parking lot located at 8124, 8130, 8158 W 169th Street, in the VILLAGE OF TINLEY PARK, ILLINOIS.

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the authority to charge for emergency services; and

WHEREAS, Illinois law authorizes and empowers a municipality to regulate and control motor vehicle traffic and parking, and the use of, parking areas of shopping center, hospitals, schools and apartment complexes within a municipality (625 ILCS 5/11-209.1); and

WHEREAS, the President and Board of Trustees of the VILLAGE deem it necessary for the health, welfare and safety of persons and its citizens to regulate motor vehicle traffic and parking in, and the use of, the aforementioned Parking Lot (hereinafter referred to as the "PARKING LOT") in the Village of Tinley Park, said PARKING LOT being legally described as follows: [Address 8124, 8130, 8158 W 169th Street Tinley Park, IL, 60477. PIN(s): 27-26-203-048-1115, 27-26-203-048-1121, 27-26-203-048-1019]

WHEREAS, the OWNERS are the owners of/managing agents for the PARKING LOT; and

WHEREAS, the OWNERS agree and desire the VILLAGE and its Police Department to enforce certain regulations regarding motor vehicle traffic and parking in, and the use of, said

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PARKING LOT.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

1. The VILLAGE hereby agrees to establish by ordinance and enforce the following regulations regarding motor vehicle movement, parking and control within, and the use of, the PARKING LOT:
 - a. The stopping, standing or parking of a motor vehicle within, or otherwise obstructing, a designated posted fire lane shall be prohibited, and no motor vehicle shall be left standing, stopped or parked within twenty feet in any direction from a fire hydrant, wall hydrant, water standpipes, or fire exit door.
 - b. The VILLAGE is entitled to enforce said Village Ordinances within the PARKING LOT pursuant to Village Code, and pursuant to the policies of the Village Police and Fire Departments.
2. The "OWNERS" do hereby agree to erect and post all necessary signs, and provide for all necessary pavement markings, at their/its own cost and expense for the regulation of the use of the parking area of, motor vehicle parking within and traffic within said PARKING LOT as is necessary to carry out the aforesaid regulations, and do hereby agree to bear the costs and expense of maintenance thereof.
3. At least once each calendar year, the VILLAGE shall inspect said PARKING LOT to verify that all required signs and pavement markings are in place and properly maintained. If the VILLAGE determines, after said inspection, that additional signs and/or pavement marking are required, or existing signs and/or pavement markings need to be replaced, the VILLAGE shall so notify the OWNERS. If the OWNERS fail to take the action required by the VILLAGE in said notice within thirty (30) days of the date of said notice, the VILLAGE may take the necessary actions and bill the OWNERS for the VILLAGE'S costs in relation thereto, and the OWNERS shall be responsible for the payment of said costs.

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4. At least once each calendar year, the VILLAGE shall verify that the OWNERS are in fact still the owners of and/or managing agents for the PARKING LOT. It shall be the responsibility of the OWNERS to notify the VILLAGE of any change of owners or managing agents relative to the PARKING LOT. Said notice shall be given to the VILLAGE within ten (10) days of any change in the owners or managing agents of the PARKING LOT.
5. It is further agreed that this Agreement shall remain in effect from the date approved and continue indefinitely, unless and until 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 said notice has been given.
6. Whenever notice is required to be sent to the VILLAGE, it shall be addressed to the Village Clerk of the VILLAGE OF TINLEY PARK, IL, 16250 South Oak Park Avenue, Tinley Park, Illinois, 60477, and whenever notice is required to be sent to OWNERS, it shall be addressed as follows:

Alliance Property Management

P.O. Box 100 Palms Park, IL, 60464

7. To the extent permitted by law, the Village shall protect, indemnify, defend and save harmless the Owners, their officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Village's performance under this Agreement. To the extent permitted by law, the Owners shall protect, indemnify, defend and save harmless the Village, its elected officials, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Owners' ownership, maintenance, activity or performance under this Agreement.
8. Upon the execution of this Agreement, the parties hereto do hereby certify that each has the authority to enter into, or has passed a proper resolution/ordinance authorizing, the execution and ratifying the terms and provisions of this Agreement.

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9. Upon the execution of this Agreement, it shall be recorded with the Recorder of Deeds of the County in which the PARKING LOT is located. This Agreement shall be binding upon OWNERS and their successors in interest, purchasers and assigns who hereafter acquire the PARKING LOT or any interest therein.

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OWNERS:

Barbara Scully for the association

[Signature of Owner]

By: Managing Agent

Its: Property management Company

[Signature of Owner]

By: _____

Its: _____

VILLAGE:

Patt

[Signature of Village Manager]

By: Village of Tinley Park

Its: Village Manager

ATTEST:

Margaret O'Connor

[Signature of Village Clerk]

By: Village Clerk of Tinley Park

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