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MOTOR VEHICLE TRAFFIC AND
PARKING REGULATION AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 1986, by and between the Village of North Riverside, an Illinois municipal corporation (hereinafter the "Village"), and North Riverside Partnership, an Illinois partnership (hereinafter the "Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of a shopping center which includes a motor vehicle parking area located within the corporate boundaries of the Village which shopping center is located Southwest of the intersection of Harlem Avenue and Cermak Road and has an address of 7501 West Cermak Road, North Riverside, Illinois (hereinafter the "Shopping Center"); and

WHEREAS, M.S. Management Associates, Inc., an Indiana corporation (hereinafter the "Agent") has been duly appointed by Owner to be its managing agent for the Shopping Center;

WHEREAS, the Agent, on behalf of and as agent for the Owner, desires to enter into this Agreement for the purpose of granting to the Village the power to regulate the parking of motor vehicles and motor vehicle traffic at the Shopping Center pursuant to and in accordance with the terms of Chapter 95½ §11-209 and Chapter 95½ §11-209.1, Illinois Revised Statutes (1983); and

WHEREAS, the Board of Trustees of the Village and the Board of Directors of the Owner have authorized the ratification of the terms, provisions, and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree hereto as follows.

1. The Village hereby agrees to establish and enforce the following regulations within the Shopping Center:

- a. The maximum speed for any motor vehicle shall be twenty (20) miles per hour.
- b. The driver of any motor vehicle exiting from the Shopping Center shall yield the right-of-way to any pedestrian and upon entering any street or roadway while exiting the Shopping Center shall yield the right-of-way to all vehicles on said street or roadway.
- c. All motor vehicles shall be prohibited from standing or parking in any roadway or driveway which adjoins the front area of any store located within the Shopping Center except for those areas designated as "Package Pick-up" areas.
- d. All motor vehicles shall be prohibited from standing or parking in any roadway or driveway designated as a "Fire Lane" or "Safety Zone".
- e. The regulations of the handicapped parking ordinance identified as §10.14 of the North Riverside Municipal Code, as amended, shall be established and enforced.

2. The Owner hereby agrees to erect signs, signals, or such markers as may be required by statute or ordinance.

3. The Owner hereby agrees to pay for all costs and expenses of obtaining, erecting, and maintaining any and all signs, signals, and markers required to enforce the regulations described in Paragraph 1 above.

4. The Village hereby agrees to regulate motor vehicle traffic and parking within the Shopping Center necessary to enforce the regulations listed in Paragraph 1.

5. It is agreed that this Agreement shall be in full force and effect beginning the 24th day of October, 1986, and shall terminate

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twenty (20) years thereafter unless terminated sooner in accordance with the terms hereof. This Agreement may be terminated by either party hereto by written notice.

6. Any notice, demand, request, or other communication given pursuant to this Agreement shall be in writing. Unless otherwise required by law, any such notice, demand, request, or other communication shall be effective only if delivered by hand to the party whose attention it is directed or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, to the addresses listed below or such other address as the parties may from time to time designate by notice. Every notice, demand, or other communication hereunder shall be deemed to have been given or served on the date that the same shall be received by the parties hereto.

Whenever notice to the Village is required, it should be addressed to:

Village of North Riverside
Attn: Village Clerk
2400 South Desplaines Avenue
North Riverside, Illinois 60546

Whenever notice to the Owner is required, it shall be address to:

North Riverside Park Mall
7501 W. Cermak Road
North Riverside, Illinois 60546

7. Unless exclusively caused by either the reckless conduct, or willful and wanton misconduct of the Village, the Village and its agents and employees shall not be liable for, and Owner waives all claims for any loss, damage, or any personal injury or death occurring or resulting as a consequence of the performance or attempted performance of this Agreement by the Village, its agents, or employees. Owner shall procure at its own cost and expense insurance to protect, hold harmless and indemnify the Village for any and all damages and costs the Village may incur or be liable for resulting from or arising out of the performance of or the attempted performance of the terms of this Agreement except where such damages and costs are the result of reckless conduct or willful and wanton misconduct on the part of the Village, its agents, or its employees. Such insurance shall be in the minimum amount of \$1,000,000.00 and shall be in such form and with such company as shall be approved by the Village. Original or copies of the insurance required pursuant hereto shall be delivered to the Village on or before the effective date listed in Paragraph 5 above. Additionally, the Owner warrants, covenants, and agrees to forever fully protect, defend, and save harmless the Village, its employees and agents from and against all liens, claims, losses, costs, damages, and reasonable attorneys' fees and expenses of every kind and nature, which the Village may suffer, expend, or incur under or by reason of or consequence of the performance or attempted performance of the terms of this Agreement unless such liens, claims, losses, costs, damages, or reasonable attorneys' fees and expenses arise from the reckless conduct or willful and wanton misconduct of the Village, its agents, or its employees.

8. Agent represents that the below signed has the power and authority to execute this Agreement on behalf of North Riverside Partnership.

9. Village represents that it has passed, approved, and adopted a proper corporate resolution authorizing the execution of this Agreement. Village agrees to provide Agent with a certified copy of its resolution within thirty (30) days after the execution of this Agreement.

10. In consideration of the performance by the Village of the services listed in Paragraph 1 above, the Owner shall pay to the Village the sum of One Dollar (\$1.00) per year. It is understood between the parties that such compensation is for the performance of the services listed in Paragraph 1 above and not as payment for normal police services. The Village, in the exercise of its sole discretion, will determine when the demand for police services other than those listed in Paragraph 1 above precludes, hampers, or affects the performance of this Agreement.

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11. Upon a breach of this Agreement by either party, the nonbreaching party shall have the nonexclusive right to terminate this Agreement and recover any attorneys' fees and court costs it incurred as a result of the other party's breach.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement by their duly authorized officers the day and year first above written.

VILLAGE OF NORTH RIVERSIDE, an
Illinois municipal corporation

By: Joseph J. Spina

Joseph J. Spina, President

ATTEST:

Delphine C. Esner
Delphine C. Esner
Village Clerk

NORTH RIVERSIDE PARTNERSHIP, an
Illinois partnership
By: M.S. MANAGEMENT ASSOCIATES,
INC., an Indiana corporation, its
agent

By: Herbert Simon

Herbert Simon, General
Partner

ATTEST:

Brian F. Knapp

This document has been prepared by,
and after recording mail to:

Brian F. Knapp, Esquire
M.S. MANAGEMENT ASSOCIATES, INC.
Merchants Plaza
P. O. Box 7033
Indianapolis, Indiana 46207

Permanent tax index nos.:

- a). 15-25-200-003
- b). 15-25-200-005
- c). 15-25-200-007
- d). 15-25-500-008



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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me on this day personally appeared JOSEPH J. SPINA, President and DELPHINE C. ESNER, Village Clerk of the VILLAGE OF NORTH RIVERSIDE, an Illinois municipal corporation, and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be President and Clerk of said Village, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said Village.

Given under my hand and seal of office this 20th day of OCTOBER, 1986.

Arnold E. Karol

Notary Public
COMMISSION EXPIRES 11-8-86

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 6th day of November, 1986, personally appeared NORTH RIVERSIDE PARTNERSHIP, by M. S. MANAGEMENT ASSOCIATES, INC., the agent of NORTH RIVERSIDE PARTNERSHIP, by Herbert Simon, President of M. S. MANAGEMENT ASSOCIATES, INC., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal.

Brenda S. Bricker
Notary Public

BRENDA S. BRICKER
My Commission Expires July 15 1990
County of Residence: Marion

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DEPT-01 RECORDING \$13.25
T#3333 TRAN 1715 11/12/86 11:16:00
#053 # A *-84-534057
COOK COUNTY RECORDER

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