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CITY OF OAK FOREST

5430 SOUTH CENTRAL AVENUE • OAK FOREST, ILLINOIS 60452 • 312-687-4050

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Robert J. Fitzpatrick

Robert J. Fitzpatrick
City Clerk

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COOK COUNTY RECORDER

\$1.49

1700

AGREEMENT NO. 1313

CONTRACT FOR REGULATION OF PARKING OF MOTOR VEHICLES, TRAFFIC REGULATIONS AND ENFORCEMENT OF CITY ORDINANCES AT 5740 West 159th Street, Oak Forest, IL

THIS AGREEMENT made and entered into this 25th day of MAY, 19 88, by and between the City of Oak Forest, a municipal corporation of Cook County, Illinois, (hereinafter called "municipality"), and MARK R Lavelle (hereinafter called "owners").

WITNESSETH:

WHEREAS, Owner is the owner of CALLUMET POINT d/walpaper called _____ which includes a parking area and premises located within the limits of Oak Forest and legally described as per Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Owner desires to enter into a contract with the municipality to empower the municipality to enforce City ordinances and to regulate the parking of motor vehicles and the traffic at such parking area and premises in accordance with provisions of Illinois Revised Statutes 1976, as amended, Chapter 95 $\frac{1}{2}$, Section 11-209, on the described premises; and

WHEREAS, Owner has agreed to indemnify and hold harmless the City of Oak Forest from any and all liability that may arise pursuant to the terms of this Agreement; and

WHEREAS, the City Council of Oak Forest has adopted by proper resolution the ratification of the terms, provisions, and conditions of this Agreement.

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NOW, THEREFORE, in consideration of a mutual covenant and agreement herein contained and pursuant to the provisions, terms and conditions of the State statutes pertinent thereto, the parties hereby contract and agree with each other as follows:

1. The municipality agrees to furnish all necessary police to enforce and accomplish the purposes of this Agreement.

2. In addition, the municipality agrees that it will furnish such additional personnel and equipment it may from time to time deem necessary in periods of emergency and on occasion when greater police protection is required, it being the intention of this Agreement that the municipality shall assume responsibility and the obligation for furnishing police protection and services in the subject area.

3. The municipality, under the terms of this Agreement, shall be empowered to do the following:

(A) The erection of stop signs, flashing signals or yield signs at specified locations in a parking area and the adoption of appropriate regulations thereto pertaining, or the designation of any intersection in the parking area as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to such intersection, subject to the provisions of Illinois Revised Statutes 1976, as amended, Chapter 95½.

(B) The prohibition or regulation of the turning of vehicles or specified types of vehicles at intersections or other designated locations in the parking area.

(C) The regulation of a crossing of any roadway in the parking area by pedestrians.

(D) The designation of any separate roadway in the parking area for one-way traffic.

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(E) The establishment and regulation of loading zones.

(F) The prohibition, regulation, restriction or limitation of the stopping, standing, or parking of vehicles in specified areas of the parking area.

(G) The designation of safety zones in the parking area and fire lanes.

(H) Providing for the removal and storage of vehicles parked or abandoned in the parking area during snowstorms, floods, fires, or other public emergencies, or found unattended in the parking area, (a) where they constitute an obstruction to traffic, or (b) where stopping, standing or parking is prohibited, and for the payment of reasonable charges for such removal and storage by the owner or operator of any such vehicle.

(I) The enforcement of municipal ordinances on the premises.

4. The owner herein warrants that it has full power to enter into this Agreement with the municipality. Where the Owner is a land trust, the owner represents that it has obtained the express approval of all the beneficiaries of said trust agreements, authorizing the execution and ratifying the terms, provisions, and conditions of this agreement.

5. The Owner herein warrants to notify all invitees and licensees on the premises, by posting or otherwise, of the existence of the terms of this agreement.

6. Either party hereto may cancel and terminate this Agreement at the end of any calendar year, provided notice of such intention to so terminate and cancel the agreement shall be given not later than November 1st of said year, otherwise, it shall remain in force on a yearly basis.

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7. The Agreement herein is assignable by the parties with the mutual consent of the parties; said consent must be in writing and must be duly executed.

8. At such time as parking and traffic regulations have been established at the parking area pursuant to this Agreement, then it shall be an offense for any person to do any act forbidden or to fail to perform any act required by such parking or traffic regulation punishable by a fine in accordance with the ordinances of the municipality.

9. Owner hereby waives and releases the municipality in connection with any and all claims against the municipality for any loss, damage, personal injury, or death occurring as the consequence of the performance of the Agreement. Owner further agrees to indemnify and hold harmless the municipality from any and all claims or judgements, as well as attorneys' fees and court costs that are incurred relative to defending any and all actions brought pursuant to the fulfillment of the terms and provisions of this Agreement.

10. This Agreement shall be duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

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

Municipality:
CITY OF OAK FOREST
Cook County, Illinois

By [Signature]
Mayor

Attest:

[Signature]
City Clerk

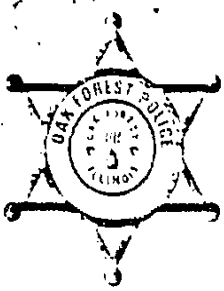
OWNER
By [Signature]
Title: TREASURER

Attest:

Title: _____

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CITY OF OAK FOREST

DEPARTMENT OF POLICE

PRIDE IN OUR PAST - FAITH IN OUR FUTURE

DENNIS D. CHLEBOS
Chief of Police

AGREEMENT

I do hereby authorize the City of Oak Forest, Oak Fest Committee, and the City of Oak Forest Department of Public Works to erect the following signs at all entrances to my property: "Patron Parking Only - Violators Towed at Owner's Expense." These signs will be erected immediately prior to June 30, 1988 and will be removed shortly after July 4, 1988, by the Oak Forest Public Works Department.

The purpose of these signs is to discourage Oak Fest Patrons from parking in private parking lots disrupting business during the dates of June 30, 1988 through July 4, 1988. I further understand that I will not be responsible for the cost of these signs nor their installation or removal.

Business Name: CALUMET PAINT + WALLPAPER INC
Business Address: 5740 W. 159th St
Signed by: Marshall Lawelle
Date: 5-25-88
Number of Entrances and Exits: 2