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Robert J. Fitzpatrick
City Clerk

Robert J. Fitzpatrick

89584338

THIS DOCUMENT IS OFFICIAL CITY OF OAK FOREST BUSINESS.

3440 SOUTH CENTRAL AVENUE • OAK FOREST, ILLINOIS 60452 • 312.687.4050

CITY OF OAK FOREST 89584338



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2011-04-10 10:00

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of this Agreement.

WHEREAS, the City Council of Oak Forest has adopted by proper resolution the partition of the terms, provisions, and conditions

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, 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, Section 11-209, on the described premises; and

WHEREAS, Owner has made a part hereof; and attached hereto and made a part hereof; and limits of Oak Forest and legally described as per Exhibit "A", which includes a parking area and premises located within the

called Bundy Woods West
WHEREAS, Owner is the owner of Restaurant

M I N N E S O T A

(hereinafter called "owners").

THIS AGREEMENT made and entered into this 22 day of November, 1999, by and between the City of Oak Forest, a municipality corporation of Cook County, Illinois, (hereinafter called "municipality"), and Bundy Woods West

CONTRACT FOR REGULATION OF PARKING OF MOTOR VEHICLES, TRAFFIC REGULATIONS AND ENFORCEMENT OF CITY ORDINANCES AT Bundy Woods West
15600 S. Garage
OAK FOREST IL. 60452

AGREEMENT NO. 1413

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area for one-way traffic.

(D) The destination of any separate roadway in the parking

the area by pedestrians.

(C) The regulation of a crossing of any roadway in the park-

locations in the parking area.

(B) The prohibition or regulation of the turning of vehicles on specified types of vehicles at intersections or other designated

957.

provisions of Illinois Revised Statutes 1976, as amended, Chapter

at one or more entrances to such intersection, subject to the

as a yield intersection and the ordering of like signs or signals

of any intersection in the parking area as a stop intersection or

of appropriate regulations thereto pertaining, or the designation

signs at specified locations in a parking area and the adoption

(V) The erection of stop signs, flashing signals or yield

shall be empowered to do the following:

3. The municipality, under the terms of this Agreement,

in the subject area.

and the obligation for furnishing police protection and services

this Agreement that the municipality shall assume responsibility

greater police protection is required, it being the intention of

time when necessary in periods of emergency and on occasion when

with such additional personnel and equipment it may from time to

2. In addition, the municipality agrees that it will fur-

to enforce and accomplish the purposes of this Agreement.

1. The municipality agrees to furnish all necessary police

hereby contract and agree with each other as follows:

and conditions of the state statutes pertinent thereto, the parties

agreement herein contained and pursuant to the provisions, terms

NOW, THEREFORE, in consideration of a mutual covenant and

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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.

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

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

(I) The enforcement of municipal ordinances on the prem-ises.

(1) 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.

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

area of the parking area.

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

(E) The establishment and regulation of loading zones.

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Faint, illegible text, possibly a header or introductory paragraph.

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Faint, illegible text, possibly a footer or concluding paragraph.

Municipality: CITY OF OAK FOREST
 COOK COUNTY, ILLINOIS
 Mayor: [Signature]
 Attest: [Signature]
 Title: Mayor
 City Clerk: [Signature]
 Title: City Clerk

OWNER: [Signature]
 By: [Signature]
 Title: Treasurer
 Attest: [Signature]
 Title: Treasurer

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

RECEIVED IN THE OFFICE OF THE RECORDER OF DEEDS
 COOK COUNTY ILLINOIS
 12/07/39 11:01:00
 11111 KRAM 1045
 11904 4 A * 59-58-338

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 judgments, 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.

8. At such time as parking and traffic regulations have been established at the parking area pursuant to this Agreement, or to fail to perform any act required by such parking or traffic regulations punishable by a fine in accordance with the ordinances of the municipality.

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.

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This Trust Agreement, dated this 18th day of March

1976, and known as Trust Number 2974, is to certify that AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

Lots 1, 2, 3, and 4 in Block 33 in Arthur T. McIntosh and Company's Cicero Avenue Subdivision in Sections 15 and 16, Township 36 North Range 13 East of the Third Principal Meridian in Cook County, Illinois.

COPY

THIS IS TO CERTIFY that the within document, consisting of 2 pages, is a TRUE COPY of the Original recorded with this Company. AMALGAMATED TRUST AND SAVINGS BANK, by Brenda Porter Nelson, AUTHORIZED OFFICER.

DATE December 21, 1984

commonly known as No. 15600 and 15614 South Cicero Ave., Oak Forest, Illinois. Improvements: Tiffany's Restaurant building

and that when it has taken the title thereto, or to any other real estate deeded to it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

Ironsides Corporation, an Illinois corporation, d/b/a Tiffany's Restaurant.

IT IS UNDERSTOOD AND AGREED between the parties herein, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; that in case of death of a beneficiary his or her interest herein including the power of direction, if any, shall pass as specifically set forth herein, and if no provision is made herein then to his or her administrator or executor, if any, and if none then as provided by law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any claim, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of an interest hereunder shall be binding on the Trustee until the original or a duplicate of the assignment is lodged with the Trustee, and its acceptance indicated thereon.

In case said Trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, violation of any document hereunder, injury to person or property, fine or penalties under any law, judgment or decree, or otherwise, the beneficiaries hereunder in hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum from date of disbursement, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time until hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid; and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney's fees, retaining the surplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the person having a beneficial interest herein. The last address appearing in the records of the Trustee shall be used for such purposes.

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The parties herein understood and agreed that neither Amalgamated Trust & Savings Bank, individually or as Trustee hereunder, nor any of its officers, directors, employees, agents, representatives, successors or assigns, shall be liable in any claim, judgment or award of damages, including reasonable attorneys' fees, for any act or omission in the performance of its duties hereunder.

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