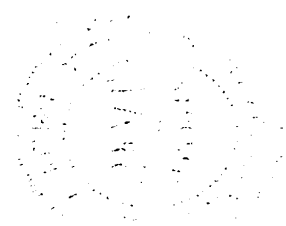


UNOFFICIAL COPY



10/1/79

Form B (PUD-REG)

OFFICIAL BUSINESS
VILLAGE OF WHEELING

The appropriate citations shall be issued to the owner of said abandoned or unattended vehicles and the Complex agrees that it shall be solely responsible for payment of any towing and storage fees incurred for the removal or storage of said vehicles which are not recovered from the owner or operator of the vehicles.

3. The Complex authorizes the Village to remove vehicles parked or abandoned in the parking areas during snow storms, floods, fires or other public emergencies or found unattended in the parking area where said vehicles constitute an obstruction to traffic or where stopping, standing, or parking is prohibited and clearly posted in accordance with State Statute and the Wheeling Municipal Code.

2. The manager or other authorized agents of the Complex is directed, in cooperation with the Village Fire Chief, to establish and mark such fire lanes as the Fire Chief shall recommend as necessary for effective movement of Fire Department and other emergency vehicles. The cost of establishing and marking such fire lanes shall be borne by the Complex.

1. The Complex requests the enforcement by the Wheeling Police Department of all traffic and parking regulations which are established in accordance with the Illinois Vehicle Code, (Illinois Revised Statutes, Chapter 95 1/2) and the Wheeling Municipal Code, and hereby authorizes the issuance of traffic citations by said police department for any and all violations thereof occurring within the Complex area as set forth in the legal description attached as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties named above, as follows:

WHEREAS, the Illinois Vehicle Code (Illinois Revised Statutes, Chapter 95 1/2, Sections 11-209 and 11-209.1) and the Illinois Municipal Code (Illinois Revised Statutes, Chapter 24, Section 1-1-7) provide for such agreement between the corporate authorities of a municipality and the lawful owner or lessee or representative of a Planned Development Complex and said statutory authority enumerates those matters which may be included in such an agreement.

WHEREAS, the Euclid Terrace Condominiums, Complex, (Hereinafter called the "Complex") and the Village of Wheeling, Illinois, a municipal corporation (Hereinafter called the "Village") within which corporate jurisdiction for regulation of traffic and parking within the Complex area as set forth in the legal description attached as Exhibit "A", and the enforcement of said traffic laws and ordinances by the traffic law and enforcement personnel of the Village;

WHEREAS, THE EUCLID TERRACE I CONDOMINIUM ASSOCIATION, of the

89202769

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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Parking lot

10. The following private streets are located within the Complex and the Complex desires the enforcement by the Wheeling Police Department of all posted traffic regulations and other traffic regulations on said streets or parking areas as set forth in the Wheeling Municipal Code and Illinois Revised Statutes, Chapter 95 1/2:

McKENRY RD attached as Exhibit "A".
 The permanent Tax Index Number(s) is 03-01-400-056 - 1001 TRW 1036

9. The Post Office address of the Complex is: P.O. Box 177, 487-497

8. A fully executed copy of this agreement shall be recorded in the Office of the Recorder of Deeds of the County of Cook, as provided for by statute.

7. The Complex agrees to indemnify, hold harmless, and defend the Village of Wheeling, its officers, agents, and employees and each of them from any and all claims, demands, liabilities, losses, and expenses, including court costs and attorneys' fees arising out of the towing and/or incidental storage of any vehicle.

6. The legal description of said Complex is attached hereto and made a part hereof as Exhibit "A".

5. This agreement shall continue in full and effect for a period of five (5) years from the date of its execution and shall be renewed automatically for additional periods of like duration. Either party to this agreement may terminate the agreement by giving thirty (30) days notice in writing to the other party.

4. The manager of the Complex or his designated representative shall make an inspection of the parking area and shall determine what, if any, traffic signs, signals or markings are believed necessary for the safe and efficient movement of traffic. The Chief of Police shall determine the necessity of traffic signs or markings for the safe and efficient movement of traffic and shall implement other measures as may be required by the Illinois Vehicle Code. The Complex shall bear the cost of installation of such signs, signals and markings as are determined required.

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OFFICIAL BUSINESS
VILLAGE OF WHEELING

Property of Cook County Clerk's Office

James M. D'Angelo

ATTEST:

89202769

BY: Shirley A. Schultz

THE VILLAGE OF WHEELING

Barbara J. [Signature]
Secretary

ATTEST:

BY: James M. D'Angelo
12291570

IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of three (3) pages, this page included, to be executed this 18th day of March, 1989.

UNOFFICIAL COPY

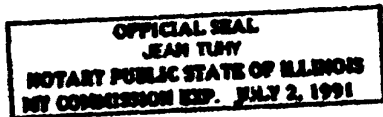
STATE OF ILLINOIS)
COUNTY OF C O O K) SS

I, Jean Tuby, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that August Wehner, the President of Facilities Service Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that I signed and delivered such instrument as my own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 18th day of March, 1989.

Jean Tuby
NOTARY PUBLIC

My Commission Expires:



89202769

This Instrument was Prepared by:

James A. Rhodes
Village Attorney
Village of Wheeling
255 W. Dundee Road
Wheeling, IL 60090
312/459-2600

OFFICIAL BOOKING
VILLAGE OF WHEELING

UNOFFICIAL COPY

TRAFFIC AND PARKING REGULATION AGREEMENT

WHEREAS, THE EUCLID TERRACE I CONDOMINIUM ASSOCIATION, of the EUCLID TERRACE CONDOMINIUMS, Complex, (Hereinafter called the "Complex") and the Village of Wheeling, Illinois, a municipal corporation (Hereinafter called the "Village") within which corporate jurisdiction the Complex is located, desire to enter into an agreement for regulation of traffic and parking within the Complex area as set forth in the legal description attached as Exhibit "A", and the enforcement of said traffic laws and ordinances by the traffic law and enforcement personnel of the Village;

WHEREAS, the Illinois Vehicle Code (Illinois Revised Statutes, Chapter 95 1/2, Sections 11-209 and 11-209.1) and the Illinois Municipal Code (Illinois Revised Statutes, Chapter 24, Section 1-1-7) provide for such agreement between the corporate authorities of a municipality and the lawful owner or lessee or representative of a Planned Development Complex and said statutory authority enumerates those matters which may be included in such an agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties named above, as follows:

1. The Complex requests the enforcement by the Wheeling Police Department of all traffic and parking regulations which are established in accordance with the Illinois Vehicle Code, (Illinois Revised Statutes, Chapter 95 1/2) and the Wheeling Municipal Code, and hereby authorizes the issuance of traffic citations by said police department for any and all violations thereof occurring within the Complex area as set forth in the legal description attached as Exhibit "A".

2. The manager or other authorized agents of the Complex is directed, in cooperation with the Village Fire Chief, to establish and mark such fire lanes as the Fire Chief shall recommend as necessary for effective movement of Fire Department and other emergency vehicles. The cost of establishing and marking such fire lanes shall be borne by the Complex.

3. The Complex authorizes the Village to remove vehicles parked or abandoned in the parking areas during snow storms, floods, fires or other public emergencies or found unattended in the parking area where said vehicles constitute an obstruction to traffic or where stopping, standing, or parking is prohibited and clearly posted in accordance with State Statute and the Wheeling Municipal Code.

The appropriate citations shall be issued to the owner of said abandoned or unattended vehicles and the Complex agrees that it shall be solely responsible for payment of any towing and storage fees incurred for the removal or storage of said vehicles which are not recovered from the owner or operator of the vehicles.

UNOFFICIAL COPY

4. The manager of the Complex or his designated representative shall make an inspection of the parking area and shall determine what, if any, traffic signs, signals or markings are believed necessary for the safe and efficient movement of traffic. The Chief of Police shall determine the necessity of traffic signs or markings for the safe and efficient movement of traffic and shall implement other measures as may be required by the Illinois Vehicle Code. The Complex shall bear the cost of installation of such signs, signals and markings as are determined required.

5. This agreement shall continue in full and effect for a period of five (5) years from the date of its execution and shall be renewed automatically for additional periods of like duration. Either party to this agreement may terminate the agreement by giving thirty (30) days notice in writing to the other party.

6. The legal description of said Complex is attached hereto and made a part hereof as Exhibit "A".

7. The Complex agrees to indemnify, hold harmless, and defend the Village of Wheeling, its officers, agents, and employees and each of them from any and all claims, demands, liabilities, losses, and expenses, including court costs and attorneys' fees arising out of the towing and/or incidental storage of any vehicle.

8. A fully executed copy of this agreement shall be recorded in the Office of the Recorder of Deeds of the County of Cook, as provided for by statute.

9. The Post Office address of the Complex is: _____
The permanent Tax Index Number(s) is _____
attached as Exhibit "A".

10. The following private streets are located within the Complex and the Complex desires the enforcement by the Wheeling Police Department of all posted traffic regulations and other traffic regulations on said streets or parking areas as set forth in the Wheeling Municipal Code and Illinois Revised Statutes, Chapter 95 1/2:

_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
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_____	_____
_____	_____

89202769

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of three (3) pages, this page included, to be executed this _____ day of _____, 1989.

BY: _____

ATTEST:

Secretary

THE VILLAGE OF WHEELING

BY: Sheela N. Schultzy

ATTEST:

Janet M. D'Arzo

89202769

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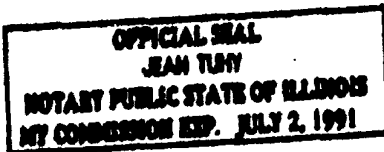
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Jean Tuby, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that James A. Rhodes, the attorney of James A. Rhodes, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that James A. Rhodes signed and delivered such instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 17th day of July, 1989.

Jean Tuby
NOTARY PUBLIC

My Commission Expires:



This Instrument was Prepared by:

James A. Rhodes
Village Attorney
Village of Wheeling
255 W. Dundee Road
Wheeling, IL 60090
312/459-2600

UNOFFICIAL COPY

Property of Cook County Clerk's Office