

# UNOFFICIAL COPY

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## TRAFFIC AGREEMENT

WHEREAS, acting pursuant to Section 11-209 of the Illinois Vehicle Code, Illinois Revised Statutes, Chapter 95 1/2, Section 11-209, Section 1-1-7 of the Illinois Municipal Code, Illinois Revised Statutes, Chapter 24, Section 1-1-7, and Article VIII, Sections 6 and 10 of the Constitution of the State of Illinois, the Village of Schaumburg, Cook County, Illinois, a municipal corporation (hereinafter referred to as "Village") and August Nantucket Limited (hereinafter referred to as "Owner") desire and are fully authorized to enter into an agreement covering regulation of traffic within certain described portions of parking areas within the Village of Schaumburg and the enforcement of those regulations by law enforcement personnel of the Village;

NOW, THEREFORE, it is agreed by and between the Owner and the Village as follows:

1. Regulation of Traffic. The Owner hereby grants to the Village the authority, and the Village hereby agrees to regulate vehicular traffic in and upon said premises known as Nantucket Square Schaumburg, Illinois, and to cause the law enforcement personnel of the Village to enforce such regulation, as herein provided.
2. Powers of Village. Pursuant to paragraph 1 hereof, the Village shall have the following powers under this Agreement:
  - (a) The Village shall have authority to establish, and to enforce through the issuance of traffic citations and any other means provided by law, such parking and traffic regulations applicable to said property to provide for the safe and efficient movement of traffic in and upon said property. Said regulations may include the prohibition, restriction, or limitation of the stopping, standing, or parking of vehicles in and upon said property. Notwithstanding the foregoing, the Village agrees that it will not impose any regulation without prior consultation with the Owner.
  - (b) The Village shall have the authority to provide for the removal and storage of vehicles which are in violation of any regulation duly established by the Village pursuant to this paragraph 2, and to provide for the payment of reasonable charges for such removal and storage by the owner or operator of any vehicle so removed or stored.
  - (c) Subject to paragraph 3 hereof, the Village shall have the authority to install, at the expense of the Owner, such traffic signs, signals, and/or markings as the Village and the Owner shall jointly deem necessary and appropriate to provide for the safe and efficient movement of traffic in and upon said property and/or to provide adequate notice to the operators of vehicles upon the premises of regulations duly established by the Village pursuant to this paragraph 2.
  - (d) The Village shall have authority to enforce any and all ordinances of the Village of Schaumburg and any and all laws of the State of Illinois on said property through the issuance of citations and any other lawful means.
3. Procedure for Installation of Signs, Signals, and Markings. No traffic sign, signal or marking shall be installed by the Village in or upon said property except pursuant to the following procedure:

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- (a) The Village, by its Chief of Police, Village Engineer, or their legally designated representatives, and the Manager of Nantucket Square or his designated representative, shall jointly inspect said property for the purpose of determining what (if any) traffic signs, signals and/or markings are necessary for the safe and efficient movement of traffic in and upon said property.
  - (b) Following such inspection, the Village may cause to be installed in and upon said property such traffic signs, signals and/or markings as are deemed necessary.
  - (c) The Owner agrees to pay the Village the actual cost to the Village of installation of such traffic signs, signals and/or markings, including the cost of maintenance thereof. Only those costs for items authorized in writing by owner prior to installation.
4. Term of Agreement; Cancellation. This Agreement shall come into full force and effect for a period of twenty (20) years from the date first herein set forth, and by mutual written agreement of the Village and the Owner, may be renewed for successive additional twenty (20) year periods; PROVIDED, however, that either party may cancel this Agreement at any time upon 30 days prior written notice to the other party, whereupon this Agreement shall cease and terminate and have no further force or effect.
5. Recordation. Within thirty (30) days next following the date first herein set forth, the Village shall cause this Agreement to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the Village and the Owner have caused this Agreement to be executed on their behalf, and their corporate seals to be affixed hereto and attested by their duly authorized officers, all on the day and year herein set forth.

DATED this 2nd day of February, 1990

August/Nantucket, Inc.  
Business Name

By: F.W. Burdette  
Name and Official Title  
Vice President

DEPT-09 MISC \$3.00  
79999 TRAN 1107 07/17/90 11:10:00  
By: [Signature]  
Village President  
Vice  
\* -90-341733  
COOK COUNTY RECORDER

By: [Signature]  
Village President  
Approved by Village Board of Trustees On

5-22-10  
Date of Meeting

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