9410M468

RESOLUTION NO. 93-821

A RESOLUTION APPROVING A PARKING LOT
ENFORCEMENT AGREEMENT FOR MERCHANT PARK
601-641 North Roselle Road

BE IT RESOLVED by the President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the attached agreement entitled "Merchant Park Parking Lot Enforcement Agreement" between the Village of Roselle and Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 23, 1992 and known as Trust No. 920219, Heritage - OEX Limited Partnership II, and First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993, is hereby approved and the Village President is authorized to execute and the Village Clerk is directed to attest said agreement.

AYES: Stephens, Ellison, Eckert, Devlin, Sass

NAYS: None

ABSENT: Potvin

ADOPTED this 13th day of December, 1993.

94100468

President, Village of Roselle

ATTEST:

Linda McDermott
Village Clerk

cd 698

MAIL TO

PREPARED BY:
Village of Roselle
31 S. Prospect St.
Roselle, IL 60172

RETURN TO:
BOX 164

94100468

Village of Roselle
31 S. Prospect St.
Roselle, IL. 60172

BOX 164

MERCHANT PARK PARKING LOT ENFORCEMENT AGREEMENT

WHEREAS, by Ordinance No. 92-2225 the Board of Trustees of the Village of Roselle approved a unified commercial development of automotive-related businesses commonly known as "Merchant Park" just south of the southeast corner of Nerge Road and Roselle Road in the B-4 General Business zoning district; and

WHEREAS, said ordinance provided for overnight use of the parking area of Lot 1 of Merchant Park to accommodate certain overnight business operations; and

WHEREAS, said ordinance further provided for overnight storage of vehicles on Lot 3 of Merchant Park under certain conditions; and

WHEREAS, said ordinance directed that such provisions be established in a parking lot enforcement agreement (hereinafter "Agreement") between the property owners and the Village; and

WHEREAS, Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 23, 1992 and known as Trust No. 920219 is the owner of said Lot 1, commonly known as 631 and 641 N. Roselle Road, and Heritage - OEX Limited Partnership II is the owner of Lot 2, commonly known as 621 N. Roselle Road, and First Bank of Oak Park as Trustee under Trust Agreement #13555 dated January 7, 1993 is the owner of said Lot 3, commonly known as 601 and 611 N. Roselle Road (hereinafter jointly referred to as "Owners" and said Lots 1, 2 and 3 being hereinafter referred to as "Lot(s)"), all in the Roselle Road Merchant Park Subdivision; and

WHEREAS, Lots 1, 2, and 3 are legally described as follows: 07-34-400-028 07-34-400-027 07-34-400-024

Legal Description

Roselle Road Merchant Park, a subdivision of the Northwest Quarter of the Southeast Quarter of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois,

and commonly addressed as 601-641 N. Roselle Road; and Address Roselle, IL 60172

WHEREAS, overnight parking is prohibited in the B-4 district; and

WHEREAS, the control of overnight parking on private parking lots in the B-4 district is in the best interest of the public health, safety, and welfare in that it assists patrolling police in investigating suspicious activity and providing clear and unobstructed view of properties during night time patrols; and

WHEREAS, Illinois Revised Statutes, Chapter 65 ILCS 5/1-1-7, grants authority to the Village of Roselle to enforce parking regulations in private parking lots by agreement with the owner.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Village of Roselle and Owners hereby agree as follows:

1. The preamble of this Agreement is incorporated herein as a substantive term of this Agreement and as further evincing the intent of the parties.

2. Owners hereby authorize the Village of Roselle (hereinafter "Village"), its employees, agents and assigns to regulate, by ordinance, resolution, order of the Chief of Police or this Agreement, the parking of automobiles in the parking lot of Merchant Park (hereinafter "The Property") by prohibiting vehicular overnight parking of any kind within the parking lot between the hours of 2 a.m. and 5 a.m. Sunday through Saturday except as described below.

3. Owners shall maintain a towing service or services for the removal of unauthorized vehicles parked or abandoned on The Property in violation of this Agreement and make available to the Village the current business name, address and telephone number of the towing services contracted to enforce this Agreement. Owners shall immediately update this information if there is a change of towing services.

4. The Owners further authorize the Village to notify the towing service to remove vehicles parked in violation of this Agreement as may be deemed necessary in the Village's sole discretion at the vehicle owner's expense.

5. Owners hereby further authorize the Village to go upon The Property for purposes of issuing tickets and/or directing the towing and removal of vehicles parked or abandoned in the parking lot in violation of this Agreement. Both vehicular towing services under contract to the Village or The Property Owners may tow illegally parked vehicles. All vehicle towing services under contract with the Owners shall provide insurance in conformance with Illinois State law.

6. All commercial vehicles registered or managed by an owner or tenant or business operating on the property, including but not limited to tow trucks, or vehicles displaying the name of any on-site or off-site business shall be parked in the east area of the buildings so as not to be visible from Roselle Road in conformance with Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth.

7. The Owners and any tenants of the property shall require their employees to follow the directions of the Village Police Department with regard to when and where such employees may park their vehicles during otherwise prohibited hours.

8. Owners shall, at their sole expense, install regulatory signage stating "No overnight parking between the hours of 2:00 a.m. and 5:00 a.m. Violators may be towed" in conformance with Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth.

9. With respect to Lot 1, vehicles in current use by employees and customers of the service station and accessory mini-mart shall be permitted on site when said facility is open for business. Owners shall provide Village Police Department with a continuously updated list of employee vehicle registration numbers.

10. Customers of the auto repair businesses on Lot 3, at 601 and 611 N. Roselle Road, may leave their vehicles parked overnight in the area immediately east of and adjacent to the building as shown on Exhibit "A". Such parking shall be limited to a maximum of four (4) designated customer vehicles per night. Owner shall designate the four (4) parking spaces by clearly posting them with signage subject to the approval of the Zoning Administrator. In no event shall the same vehicle remain in this location for more than one (1) consecutive night.

11. Owners may cooperate with one another to satisfy their obligations under this Agreement. Each Owner, however, shall be individually responsible to satisfy its obligations under this Agreement as they pertain to that Owner's Lot(s) as if there is an independent agreement applicable to each lot described herein.

12. This Agreement shall be binding upon the Owners, their lessees, purchasers, successors, heirs, and assigns.

13. Owners shall provide Village with all reasonable cooperation necessary to effectuate the terms and intent of this Agreement.

14. Nothing in this Agreement shall be interpretated to obligate the Village to regulate the parking of vehicles on the property.

15. This Agreement shall be recorded at the Owners' expense in the office of the Recorder of Cook County, and no regulation made pursuant to this contract shall be effective or enforceable until three (3) days after the contract is so recorded.

16. The invalidity of any portion of this Agreement shall not affect the validity of its remaining portions.

Roger A. Grodinski
Mayor, Village of Roselle

ATTEST:

Linda McDermott
Village Clerk

Exoneration provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

By: Carol Ann Weber, Trust Officer
Owner - Lot 1, Commercial National Bank of Berwyn as Trustee under Trust Agreement dated January 23, 1992 and known as Trust No. 920219 and not individually

FIRST BANK OF OAK PARK, t/u/t 13565 & not personally

BY: _____
Vice-President & Trust Officer

by Carol Ann Weber, Trust Officer

Subscribed and sworn to before me this 7th day of January, 1994

Linda M. Tonetti
Notary Public

OFFICIAL SEAL
LINDA M. TONETTI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/96

94100468

This document is executed by FIRST BANK OR OAK PARK, successor to Oak Park National Bank and Citizens National Bank not personally but solely as Trustee [illegible] and conditions to be [illegible] aforesaid Bank at the [illegible] Trustee and not [illegible] liability should be [illegible] against said Bank by reason of any of the covenants, statements, representations or warranties contained in this instrument [illegible]

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

9 4 0 0 1 6 8

X Anthony (Tony) Stephens
Owner - Lot 2, Heritage - OEX
Limited Partnership II,
by Tony Stephens

Subscribed and sworn to before me
this 27th day of December, 1993

Judith Ellen Lewis
Notary Public

OFFICIAL SEAL
JUDITH ELLEN LEWIS
Notary Public, State of Illinois
My Commission Expires 8-13-94

Owner - Lot 3, Trust Officer First
Bank of Oak Park as Trustee under
Trust Agreement #13555 dated
January 7, 1993

Subscribed and sworn to before me
this 10th day of JAN, 1994

Notary Public

"OFFICIAL SEAL"
MATT J. LEUCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/97

JLB:mrf

cd 698 p. 2 - 5

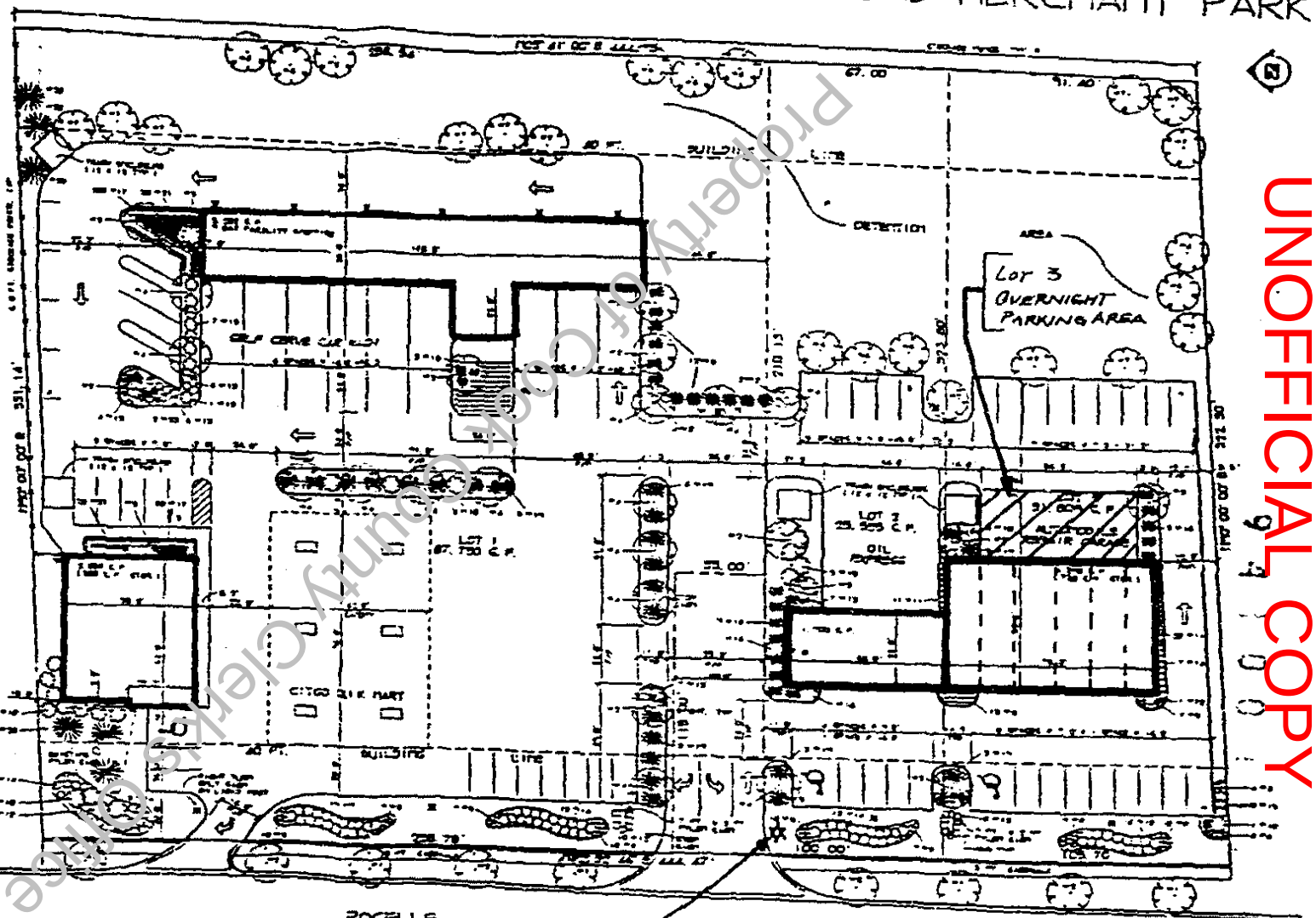
94100168

PARKING REQUIREMENTS

LANDSCAPING REQUIREMENTS

FENCE & TRASH ENCLOSURE DETAILS

ROSELLE ROAD MERCHANT PARK



DEVELOPER: 727 N. HARLEM INC C/O HERITAGE DEVEL.
800 EAST GOLF ROAD
SCHAUMBURG, ILLINOIS 60194
1-708 843-

EXHIBIT A

PLANNER/ENGINEER: PAVLAKIS-MATTIS & CO.
130 EAST ELM
ROSELLE, ILLINOIS
1-708 [illegible]

P-M

SITE DIMENSIONS & LANDSCAPING PLAN
ROSELLE ROAD MERCHANT PARK
ROSELLE, ILLINOIS

As approved
J Boguchwal
12/13/93

SIGN REGARDING OVERNIGHT
PARKING RESTRICTIONS

93130468

Res. No. 93-[illegible]