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RESOLUTION NO. 93-821

A RESOLUTION APPROVING A PARKING LOT
ENFORCEMENT AGREEMENT FOR MERCHANPEPARP HISC. \$31.00
601-641 North Roselle Road 1+0013 TRAN 2668 01/31/94 12:32:00
74948 + -94-100468
COOK COUNTY RECORDER

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:

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cd 698

PREPARED BY:

Village of Roselle 31 S. Prospect St.

Roselle, IL. 60172

RETURN TO:

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

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MERCHANT PARK PARKING LOT ENFORCEMEN

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 raid 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 25, 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 lark 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 WHEREAS, Lots 1, 2, and 3 are legally described as follows: (07-34-400-028 Merchant Park Subdivision; and

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

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:

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

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- 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 deered necessary in the Village's sole discretion at the vehicle owner's expanse.
- 5. Owners noteby 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 way 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 propercy, including but not limited to tow trucks, or vehicles displaying the news 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 respected 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 stacked 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.

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- 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.

ATTEST: Exameration restricting any liability of the Commercial National Bank of Borwyn stated on ncternott the reverse side here t is hereby expressly made a part borrar. Owner - Lot 1, Commercial National Deel Walk and investor. Bank of Berwyn as Trustee under \$. \$ 1 . 3 . 7 . 7 . \$ \$ 1 . 8 . 7 W W. Trust Agreement dated January 23, 1992 and known as Trust No. 920219 by Carol Ann Weber, Trust Officer and not individually FIRST BANK OF OAK PARK, t/u/t 13565 Subscribed and sworn to before me & not personally day of BY: Vice-President & Trust Officer :1 2 OFFICIAL SEAL rigida 🙎 y later garag latera (planet i i ilia ola Solivi Estillo, i ili ili este ola più ella politica più e CONNECON EXAMPLEMENTS CONNECTED AT THE BANK OF BERWYN BOT THINDS IN TOUR SHOWS IN THE PROPERTY OF THE PROPERTY

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of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN, This Trustee's exculpatory clause shall be controlling in the event of a conflict donaidered the responsibility and limitity of the COMMERCIAL NATIONAL BANK OF ad year the of for the true spire property for the state of the state Secretary and sestions all mattenties, covering in the mentilities and secretaries and secretaries of sech BERWYN is hereby expressly walved by the parties hereto and their respective respect thereto. Any and all personal liability of the COMMERCIAL MATIONAL BANK OF affire financiaring the tot to tracoid bias to sail and to nothings on the tables and tot to snormand slift to enabling and some semistable to the to and manufacture of this Document the earnings, avails, or proceeds of any test ontains in said Trusts shall not COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of art nous test that's visit to an except that and the test upon the which may result from the eighing of this Document shell be payable only out of any Trust setsurt bise tanians amiats yas bas toored traq a obem ydered of triemported fourt bing Anemused bles of benefinem inemertal fault rebon setting as yieles and yielest SOR NAMED TO NEAS LANOITAN JAIDREMMOD LA BORNE SO

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Multion Tom Stephens

Owner - Lot 2 Heritage - OEX

Limited Partnership II,

by Tony Stephens

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

Novery Public

SFRICIAL SEAL
JUDITH FILEN LEWIS
Notary Putic, 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 que this 100 day of JAN

Notary Public

JLB:mrf

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"OFFICIAL SEAL"
MATT J. LEUCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/91

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