



CITY OF OAK FOREST

15440 South Central Avenue • Oak Forest, Illinois 60452-2195 • 708-687-4050 • Fax 708-687-8817

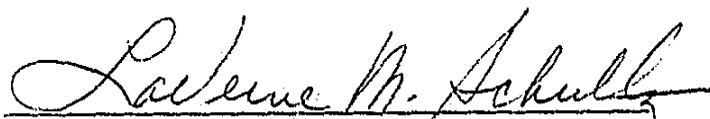


CERTIFICATION

I, THE UNDERSIGNED, THE DEPUTY CITY CLERK OF THE CITY OF OAK FOREST, ILLINOIS, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE, ACCURATE AND CURRENT COPY OF CITY OF OAK FOREST AGREEMENT NO. 2112, APPROVED BY THE CITY COUNCIL ON JULY 28, 1998.

THE SEAL AFFIXED HERETO IS THE OFFICIAL SEAL OF THE CITY OF OAK FOREST, AND THIS CERTIFICATE IS HEREBY EXECUTED UNDER SUCH OFFICIAL SEAL.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS TWENTY-EIGHTH DAY OF JULY, 1998.


LAVERNE M. SCHULTZ, DEPUTY CITY CLERK

PATRICK M. GORDON
Mayor

SCOTT BURKHARDT
Clerk

JOANN M. KELLY
Treasurer

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AGREEMENT NO. 2112

CONTRACT FOR REGULATION OF PARKING OF MOTOR VEHICLES, TRAFFIC
REGULATIONS AND ENFORCEMENT OF CITY ORDINANCES

THIS AGREEMENT made and entered into this 29TH day of JUNE, 1998, by and between the City of Oak Forest, called "municipality", and MECLIN'S MUFFLER & BRAKE, whose address is 6012 WEST 159TH ST.
OAK FOREST IL 60452
(hereinafter called "owner").

WITNESSETH:

WHEREAS, the owner is the owner of MECLIN'S called MECLIN'S MUFFLER & BRAKE which includes a parking area and premises located within the limits of Oak Forest and legally described as per EXHIBIT "A", including a property identification number, attached hereto and made a part hereof; and

WHEREAS, the 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 traffic at such parking area and premises in accordance with provisions of Illinois Compiled Statutes 1994; as amended, Chapter 65, Section 5/1-1-7, on the described premises; and

WHEREAS, the 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, the City Council of the City of Oak Forest has adopted by proper resolution the ratification of the terms, provisions and conditions of this Agreement.

NOW, THEREFORE, in consideration of a mutual covenant and agreement herein contained and pursuant to the provisions, terms and conditions of the State Statutes pertinent thereto, the parties hereby contract and agree with each other as follows:

1. The Municipality agrees to furnish all necessary police to enforce and accomplish the purposes of this Agreement.
2. In addition, the Municipality agrees that it will furnish such additional personnel and equipment it may from time to time deem necessary in periods of emergency and on occasion when greater police protection is required, it being the intention of this Agreement that the Municipality shall assume responsibility and the obligation for furnishing police protection and services in the subject area.

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3. The Municipality, under the terms of this Agreement, shall be empowered to do the following:
 - (A) Erect stop signs, flashing signals or yield signs at specified locations in a parking area and the adoption of appropriate regulations thereto pertaining, or the designation of any intersection in the parking area as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to such intersection, subject to the provisions of the Illinois Compiled Statutes 1994, as amended, Chapter 65, Section 5/1-1-7.
 - (B) The prohibition or regulation of the turning of vehicles or specified types of vehicles at intersections or other designated locations in the parking area.
 - (C) The regulation of a crossing of any roadway in the parking area by pedestrians.
 - (D) The designation of any separate roadway in the parking area for one-way traffic.
 - (E) The establishment and regulation of loading zones.
 - (F) The prohibition, regulation, restriction or limitation of the stopping, standing or parking of vehicles in specified areas of the parking area.
 - (G) The designation of safety zones in the parking area and fire lanes.
 - (H) 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.
 - (I) The enforcement of municipal ordinances on the premises.
4. The owner herein warrants that he/she has full power to enter into this Agreement with the Municipality. Where the owner is a land trust, the owner represents that it has obtained the express approval of all the beneficiaries of said trust agreements, authorizing the execution and ratifying the terms, provisions and conditions of this Agreement.

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5. The owner herein warrants to notify all invitees and licensees on the premises, by posting or otherwise, of the existence of the terms of this Agreement.
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 this Agreement shall be given not later than November 1st of said year, otherwise, it shall remain in force on a yearly basis.
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.
8. At such time as parking and traffic regulations have been established at the parking area pursuant to this Agreement, then it shall be an offense for any person to do any act forbidden 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.
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 this 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.
10. This Agreement shall be duly recorded in the Office of the Recorder of Deeds of the County of Cook, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers, this 29TH day of JUNE, 1998.

MUNICIPALITY:
CITY OF OAK FOREST, ILLINOIS
COUNTY OF COOK, ILLINOIS

BY: [Signature]
Mayor

OWNER:

BY: [Signature]
Title OWNER

ATTEST:
[Signature]
City Clerk

ATTEST:

Title _____

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CERTIFICATE OF SURVEY

PHONE (312) 588-6683
12300 N. ROCKFORD ROAD
ALTON, ILLINOIS 60421

East 100 feet (as measured on the South line thereof) of Outlot "F" (except the West 400 feet thereof) in La Grande Vista Unit 3, being a Subdivision of part East of the East 1/4 of the Southwest 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

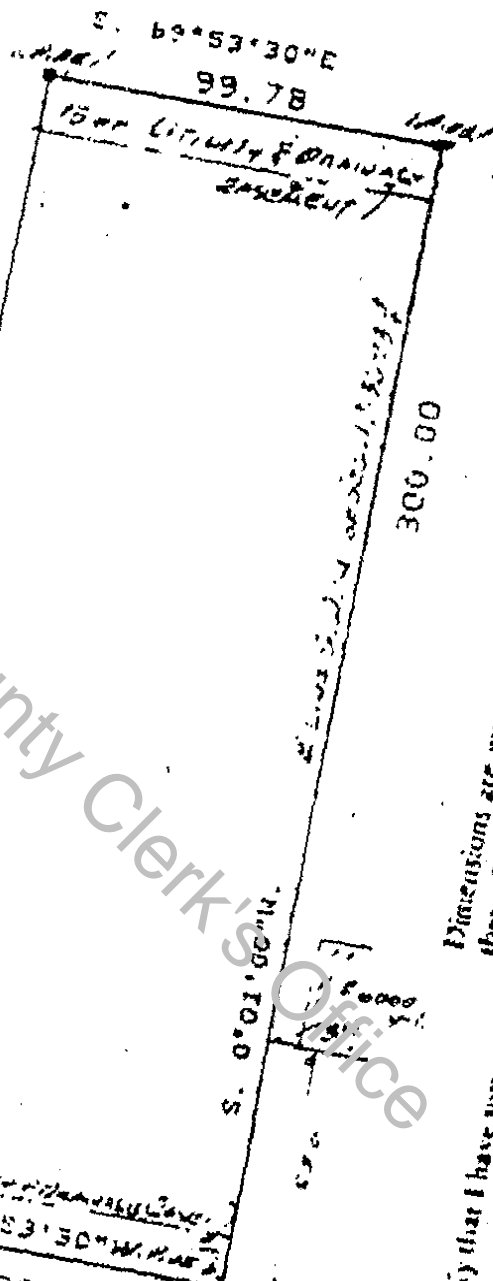
PIN # 28-17-312-057-0000

REC-515.00

B. L. LIE ARKOVO LN.

WEST 159TH STREET

159TH STREET



Dimensions are given in feet and decimal parts thereof and corrected to 62° Fahrenheit. Compare all points before building and report at once if any difference exists between the points shown hereon. For easement and building line restrictions consult deed or title policy. It is for mortgage inspection. Lot has been inspected.

I, Joseph P. Knight, hereby certify that I have surveyed the above described tract of land and that this plat is a correct representation of said survey.

Date August 18, 1987

JOSEPH P. KNIGHT & ASSOC. LTD.
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED LAND SURVEYORS

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