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Cook County Recorder 31.50



99330399

MARCH TO!
**CITY OF
OAK FOREST**

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



CERTIFICATION

RECORDING FEE \$ 31.50
DATE 4/7/99 COPIES 0
OK GM

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

CITY OF OAK FOREST
CURRENT COPY OF CITY OF OAK FOREST AGREEMENT NO. 2156, APPROVED BY
THE CITY COUNCIL ON FEBRUARY 23, 1999.

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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 TENTH DAY OF

MARCH, 1999.

Laverne M. Schultz
LAVERNE M. SCHULTZ, DEPUTY CITY CLERK

PATRICK M. GORDON
Mayor

SCOTT BURKHARDT
Clerk

JOANN M. KELLY
Treasurer

AGREEMENT NO. 2156

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

THIS AGREEMENT made and entered into this 23rd day of February, 1999, by and between the City of Oak Forest, called "municipality", and Ace Hardware of Oak Forest Inc., whose address is 15541 S. Cicero Ave. Oak Forest Il. 60452,

(hereinafter called "owner").

WITNESSETH:

WHEREAS, the owner is the owner of 15541 South Cicero Avenue, called Ace Hardware of Oak Forest, Inc. 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.

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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*Ebel's Ace Hardware
15541 So Cicero
Oak Forest*

1s

PROPERTY INDEX NO.

VOLUME 030

28-15-300-010-0000

28-15-300-021-0000

28-15-300-022-0000

28-15-300-023-0000

28-15-300-024-0000

28-15-300-025-0000

28-15-300-026-0000

28-15-300-027-0000

~~TOTAL~~

Property of Cook County Clerk's Office

SCHEDULE A (CONTINUED)

POLICY NO.: 1410 007714170 EP

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOTS 9, 10, 11, 12, 13, 14 AND 15 IN BLOCK 29 IN ARTHUR T. MCINTOSH AND COMPANY'S
CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF THE SECTION 15 AND THE EAST 1/2 OF
THE SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

Exhibit Z

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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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 23rd day of February, 1999.

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

BY: 
Mayor


ATTEST:


City Clerk

OWNER:

BY: 
Title President

ATTEST:


Title Vice President

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