

PROPERTY ADDRESS:

**1124 Lake Street
Oak Park, IL 60301**

**P.I.N. 16-07-119-029-0000
16-07-119-030-0000
16-07-119-031-0000**

RETURN TO:

**Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, IL 60302**

**AGREEMENT FOR REGULATION
OF PARKING OF MOTOR VEHICLES AND TRAFFIC**

THIS AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES AND TRAFFIC

(hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and 1120 Club Condominium Association, an Illinois not-for-profit corporation (hereinafter referred to as the "Owner").

WHEREAS, on March 31, 2004, the Village and RSC & Associates, LLC entered into a Redevelopment Agreement by the terms of which the Village was granted a Permanent Easement ("Easement") to ensure public passage of vehicles and pedestrians over a portion of the Owner's property as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference (the land on which the Easement was granted is hereinafter referred to as the "Private Drive" or "Subject Property"); and

WHEREAS, the Village and the Owner have determined that it is mutually beneficial to enter into this Agreement in order to empower the Village to regulate and enforce the parking of motor vehicles and the traffic on the Private Drive pursuant to the applicable provisions of the Illinois Vehicle Code, 625 ILCS 5/11-209 and 625 ILCS 5/11-209.1, as amended; and

WHEREAS, the Village further has the authority to contract with the Owner to provide such regulation and enforcement pursuant to the Village's home rule powers; and

WHEREAS, the Subject Property is situated within the Village of Oak Park, Cook County, Illinois.

NOW, IT IS THEREFORE AGREED by and between the Village and the Owner and the Village, in consideration of the public health, welfare and safety, as follows:

1. **VILLAGE AUTHORITY.** The Village is empowered to accomplish all or any part of the following with regard to the parking of motor vehicles and traffic on the Subject Property pursuant to this Agreement:

(a) Erect stop signs, flashing signals, person with disabilities parking area signs 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 Private Drive 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;

(b) Prohibit or regulate the turning of vehicles or specified types of vehicles at intersections or other designated locations in the Private Drive;

(c) Regulate the crossing of any roadway in the parking area by pedestrians;

(d) Designate the Private Drive for one-way traffic and to erect signs;

(e) Prohibit, regulate, restrict or limit the stopping, standing or parking of vehicles in the Private Drive;

(f) Designate safety zones and fire lanes in the Private Drive;

(g) Enforce any provision of the Oak Park Village Code, any applicable ordinance of the Village, or state statute with regard to the operation of a motor vehicle or sound system that produces excessive noise which can be heard inside any building located on or off the Subject Property or by any person off the Subject Property;

(g) Enforce any provision of the Oak Park Village Code, any applicable ordinance of the Village, or state statute, with regard to the operation of any go-cart, motorized bicycle, motorized scooter, mini bike, three-wheeler, four-wheeler, golf cart, or other unlicensed vehicle; and

(h) To enact additional reasonable rules and regulations with respect to traffic and parking in the Private Drive as local conditions may require for the safety and convenience of the public or users of the Private Drive.

2. **APPLICABLE REGULATIONS.** The following regulations shall be applicable for the Subject Property to be enforced by the Village:

(a) The maximum speed limit for any vehicle shall be ten (10) miles per hour as posted on the signs erected by the Village;

(b) The stopping, standing, or parking of any motor vehicle on the Private Drive shall be prohibited, except that the Owner shall have the right to establish a loading zone to be located directly in front of the entrance to its building located at 1124 Lake Street. If the Owner desires to establish a loading zone, the Owner shall obtain, erect, and maintain at its own expense suitable signs for this purpose; and

(c) The Owner may contract with an authorized towing service for the removal of vehicles from the loading zone referenced in Section 2(b) above located at the Private Drive. The Owner shall post signs pertaining to the towing of vehicles as are required under 625 ILCS 5/4-203, as amended.

3. **OWNER RESPONSIBLE FOR COSTS AND EXPENSES FOR SIGNAGE.** Except for signs erected on Prairie Way, the public alley north of the Private Drive, the Owner shall be solely responsible for all costs and expenses of obtaining, erecting and maintaining any and all signs

necessary for enforcement of this Agreement, including the regulations set forth in Section 2 above.

4. **DECAL FOR AUTHORIZED VEHICLES.** The Owner further agrees to make available at its own expense, a special or distinctive decal or sticker required by the Owner for the use of authorized vehicles to park at the loading zone located at the Private Drive referenced in Section 2(b) above. Such decal or sticker shall be placed on vehicles for identification purposes on the rear window of the driver's side of applicable vehicles.

5. **VILLAGE ENFORCEMENT.** Where any owner or user of a vehicle shall use or permit the use of a vehicle in a manner contrary to the regulations contained within this Agreement, the Village shall enforce any applicable provisions of the Oak Park Village Code or any Village ordinance against such person as if the action had taken place on a public highway.

6. **TERM OF AGREEMENT.** This Agreement shall be in effect for a period of one (1) year from the effective date as defined herein and shall renew for periods of one (1) year each thereafter, not to exceed a period of 20 years, unless it is canceled by not less than thirty (30) days' written notice by either party to the other party in which case, the Agreement shall terminate on the first day of January in the year next following service of the cancellation notice.

7. **NOTICES.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

TO THE VILLAGE:

Chief of Police
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

TO THE OWNER:

Board President
1120 Club Condominium Association
1124 Lake Street
Oak Park, Illinois 60301

Notice delivered by regular mail, messenger, overnight delivery, or facsimile shall be deemed to have been given at the time of mailing.

8. **VILLAGE'S ENFORCEMENT DISCRETION.** The Village shall use its best efforts to provide enforcement of the parking restrictions set forth in this Agreement. The Village shall attempt to prioritize its patrol of the Private Drive during the hours of 11:30 a.m. to 1:30 p.m. and 5:00 p.m. to 7:30 p.m., subject to its sole discretion. Nothing in this Agreement shall create a special duty to the Village to enforce any law or ordinance of the benefit of any person.

9. **RELEASE.** The sole remedy available to the Owner, upon any breach of this agreement by the Village, shall be the cancellation of this Agreement pursuant to its terms. The Owner forever releases and discharges the Village, its officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out from the Village's performance under this Agreement.

10. **COVENANT NOT TO SUE.** The Owner covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Owner, its employees, agents, guests, tenants, invitees, or customers, may sustain which may arise from the Village's performance under this Agreement.

11. **INDEMNIFICATION OF THE VILLAGE.** Except to the extent that the Village is negligent in the performance of this Agreement, the Owner shall indemnify, hold harmless and

defend the Village, its officers, officials, employees, and agents, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement, including the payment of all costs, expenses and attorneys' fees.

12. **INSURANCE.** At its own expense, the Owner shall carry at its own expense the following insurance naming the Village as an additional insured, until the completion of this Agreement: (1) Comprehensive General Liability with general aggregate cover limits of \$2,000,000.00, \$1,000,000.00 each occurrence and \$1,000,000.00 for personal injury; and (2) Comprehensive Automobile Liability with combined single limit coverage of \$1,000,000.00. The Owner shall provide written proof of the insurance required pursuant to this Section, including a certificate of insurance naming the Village as an additional insured, prior to the execution of this Agreement. Said policy or policies shall require thirty (30) days advance written notice to the Village prior to amendment or cancellation.

13. **RECORDING OF AGREEMENT.** This Agreement shall be effective and enforceable three days after it has been recorded in the Office of the Cook County Recorder of Deeds.

14. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date that the Village Clerk for the Village attests the signature of the Village President as set forth below.

15. **BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Village and the Owner represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

16. **CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, except where specifically noted otherwise, and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their
duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

Attest:

Print Name: Kevin J. Jackson
Its: Village Manager

Print Name: Christina M. Waters
Its: Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by Kevin J. Jackson, Village Manager, and
Christina M. Waters, Village Clerk, this _____ day of _____, 2022____, A. D.

- notary seal -

Notary Public

OWNER

Print Name: SuAnne Lawrence
Title: Board President

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by SuAnne Lawrence, Board President of
the 1120 Club Condominium Association, this _____ day of _____, 2022, A. D.

- notary seal -

Notary Public

Document Prepared by: Paul L. Stephanides, Village Attorney, Village of Oak Park, 123 Madison
Street, Oak Park, Illinois 60302

EXHIBIT A

LEGAL DESCRIPTION

THE WEST 30 FEET OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113.

Property Address: 1124 Lake Street, Oak Park, Illinois 60301

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