

Submitted by & return to:  
Village of Woodridge  
ATTN: Village Clerk  
Five Plaza Drive  
Woodridge, Illinois, 60517

**LANDBANKED PARKING AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation ("WOODRIDGE") and \_\_\_\_\_ ("OWNER").

W I T N E S S E T H :

WHEREAS, the OWNER is the record owner of the property legally described in Exhibit "A" attached hereto and made a part hereof ("SUBJECT REALTY"); and,

WHEREAS, the OWNER has made application for zoning approval from WOODRIDGE and has requested relief from the parking regulations contained in WOODRIDGE'S Zoning Ordinance; specifically with respect to the number of required parking spaces to be provided on the SUBJECT REALTY; and,

WHEREAS, WOODRIDGE is willing to grant the relief, provided adequate provision is made for additional parking spaces to be provided in the event WOODRIDGE deems it necessary.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. The "WHEREAS" clauses set forth above are incorporated herein as substantive provisions of this Agreement as if fully set forth.

2. The SUBJECT REALTY is hereby made subject to this Landbanked Parking Agreement. The total required parking spaces, according to the Zoning Ordinance of WOODRIDGE and based upon current land use of the SUBJECT REALTY is \_\_\_\_\_ spaces. Based upon the predicted parking demand of the uses on the SUBJECT REALTY, the Zoning Officer of WOODRIDGE will permit the OWNER to initially construct \_\_\_\_\_ parking spaces and landbank the remaining required spaces, as indicated on the approved site plan, site development area plan or final plan for the SUBJECT REALTY, a copy of which is attached hereto as Exhibit "B" and, by this reference, incorporated herein. The OWNER agrees that, as a condition of the zoning approval and the issuance of the certificate of occupancy with respect to the SUBJECT REALTY, the OWNER shall, upon written notice by the Zoning Officer, construct the remaining required spaces within sixty (60) days, in any of the following events:

- A. If, upon the inspection and determination by the Zoning Officer that utilization of constructed parking spaces has averaged more than ninety percent (90%) of the parking spaces provided (exclusive of handicapped spaces), and/or that overflow parking on streets, lawns or adjacent lots has resulted on two (2) or more occasions within anyone (1) year time period after the issuance of a final certificate of occupancy for the SUBJECT REALTY; or,
- B. If the building(s) or use(s) upon the SUBJECT REALTY is (are) changed or expanded and the Zoning Officer, upon review and reconsideration of the parking demand, determines that some or all of the landbanked parking spaces are required to meet the new predicted parking demand for the SUBJECT REALTY. Additional required parking spaces (over and above the number of

spaces landbanked) and/or a new Landbanked Parking Agreement may be required by the expansion or change in use.

3. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. WOODRIDGE at:

VILLAGE OF WOODRIDGE  
Five Plaza Drive  
Woodridge, Illinois 60517

B. OWNER at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. To such other person or place which any party hereto, by its prior written notice, shall designate for notice to it from the other party hereto.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of WOODRIDGE and successor municipalities.

This Agreement may be amended from time to time with the consent of the parties hereto.

5. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants contained herein.

6. Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

VILLAGE OF WOODRIDGE,  
an Illinois municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
OWNER

STATE OF ILLINOIS )  
 ) SS.  
COUNTIES OF DU PAGE, WILL AND COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Murphy, Jr., Mayor of the VILLAGE OF WOODRIDGE, and Eileene Nystrom, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS

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) SS.

COUNTY OF

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_he signed and delivered the said instrument as h\_\_\_ own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public