

TRAFFIC REGULATION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, _____, by and between _____ and the VILLAGE OF WOODRIDGE, a municipal corporation, within which corporate jurisdiction the Complex is located for the regulation of traffic and other matters within the Complex area and the enforcement of said regulations by the assigned traffic law enforcement personnel of the Village.

WITNESSETH:

Article 1. DEFINITIONS: As used in this Agreement, the following definitions apply:

1.1 Complex: The land, buildings and other improvements commonly known as _____, _____, situated in the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, and legally described in the attached Exhibit "A".

1.2 Permanent Index Numbers (PINs): _____

1.3 Manager: Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for purposes of this Agreement, _____

1.4 Owner: _____

1.5 Village: The VILLAGE OF WOODRIDGE, DuPage, Will, and Cook Counties, Illinois.

Article 2. RECITAL OF FACTS: The following recitals of fact are an integral part of this Agreement.

- 2.1 Owner holds record title to the Complex.
- 2.2 The Complex is located within the corporate jurisdiction of the Village.
- 2.3 It is the mutual desire of the parties hereto that the Village shall regulate the parking of automobiles, and traffic and roller skating, bicycle riding and/or skateboarding within the Complex, and enforce said regulations by the assigned traffic law enforcement personnel of the Village; and,
- 2.4 The Illinois Vehicle Code (625 ILCS 5/11-209) and the Illinois Municipal Code (65 ILCS 5/1-1-7) provide for such agreement between the Village and the Owner and said statutory authorization enumerates on those matters which may be included in such agreement. Further, additional matters may be included in such agreements pursuant to the home rule powers of the Village as the statutes aforesaid are not a limitation thereof.
- 2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

Article 3. COVENANTS: In consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, each of the respective parties hereto covenants and agrees as follows:

- 3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, or pedestrian crossings, in order to provide for the safe and efficient trafficking of the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller-skating, the riding of bicycles and/or the riding or operation of skateboards in and upon the Complex, and the posting of signs with respect thereto.
- 3.2 If it be determined, pursuant to Paragraph 3.1 of this Agreement, that stop signs, yield signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections or pedestrian crossings, the Village agrees to order and erect such signs and markers, and designate such intersections, provided that the cost of the installation of such signs and markers shall be borne by the Owner, provided further that the Owner or Manager shall be informed in advance of such costs before the Village incurs the same.
- 3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representative shall recommend as necessary for effective movement of Fire Department and other emergency vehicles.

3.4 Signs or other devices providing for the regulation of traffic and parking, or the regulation or prohibition of roller skating, bicycle riding or skateboarding, within the Complex, as well as a designation of the exact regulation to be imposed thereon, shall be installed as shown in the Traffic Regulation Plan for _____(Project Name)_____ as prepared by _____, (Address), referenced as Project No. _____, consisting of _____ sheets, dated _____, ___ and revised through _____, _____ a copy of which is attached hereto as Exhibit “B” and by this reference incorporated herein.

3.5 The Village hereby agrees to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the Village; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.

Article 4. TERM: This Agreement shall be in full force and effect from and after the date of its execution for a period of twenty (20) years of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration.

Notwithstanding any provision contained herein to the contrary, after this Agreement has be in effect for a term of one (1) year, this Agreement may be canceled upon the giving of thirty (30) days prior written notice by either party hereto, except to the extent that the Owner may be required to maintain this Agreement pursuant to any zoning relief granted by the VILLAGE.

4.1 The sole remedy available to the Owner, upon any breach of this Agreement by the Village, shall be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the Village shall not be liable in money damages for any breach of this Agreement.

Article 5. SUCCESSORS: This Agreement shall be binding upon and inure to benefit the respective assigns, successors and personal representatives of each of the parties hereto.

Article 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

Article 7. RECORDING: A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of DuPage of the State of Illinois, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

Article 8. NOTICES: All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at _____

and, if to the Village, at the Office of the Village Administrator of Woodridge, Five Plaza Drive, Woodridge, Illinois 60517.

Article 9. REPEALS: Approved **[insert Ordinance/Resolution number here]** recorded with the DuPage County Recorder's office as document **[insert recording number here]** is hereby repealed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, as of the date and year first above mentioned.

Owner

BY:

(Managing Agent – Owner)

VILLAGE OF WOODRIDGE

BY:

Mayor

ATTEST:

Village Clerk

VILLAGE OF WOODRIDGE

TRAFFIC CONTROL AGREEMENT

Pursuant to the attached agreement, the Woodridge Police Department agrees to enforce the following areas as designated on the plat of survey deposited with the Chief of Police.

1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Prohibition of parking along all streets between 2:00 a.m. and 6:00 a.m.
5. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
6. Enforcement of posted, "No Trespassing" signs.
7. Posted "No Parking" zones.
8. Enforcement of Village ordinance violations.
9. Prohibition of roller skating, bicycle riding, or skateboarding within the complex as posted.

Any future signs, crosswalks, and so forth may be agreed upon at a later date

Owner's Representative

Chief of Police