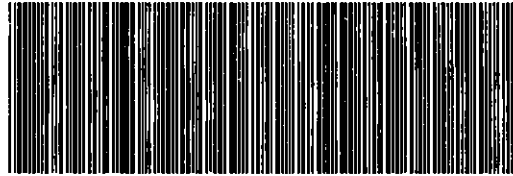


FOR RECORDER'S USE ONLY



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB. 15, 2013 9:32 AM
OTHER 08-22-416-002
012 PAGES R2013-025057

RECORDED DOCUMENT TITLE

VILLAGE OF WOODRIDGE RESOLUTION 2013-3

A RESOLUTION AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO
EXECUTE A CERTAIN TRAFFIC REGULATION AGREEMENT -
SEVEN BRIDGES COURTS ASSOCIATION - MASHIE AND BRASSIE COURTS

P.I.N. NO: 08-22-416-002
08-22-416-049

COMMON ADDRESS: 27 Mashie Court

WOODRIDGE, IL 60517

SUBMITTED BY AND RETURN TO:

Village of Woodridge
Office of the Village Clerk
5 Plaza Drive
Woodridge, IL 60517

VILLAGE OF WOODRIDGE

RESOLUTION NO.

2013-3

A Resolution Authorizing the Mayor and the Village Clerk to Execute a Certain Traffic Regulation Agreement – Seven Bridges Courts Association – Mashie and Brassie Courts

BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WOODRIDGE, DU PAGE, WILL AND COOK COUNTIES, ILLINOIS, a home rule municipality in the exercise of its home rule powers, as follows:

SECTION ONE: That the Mayor and Village Clerk be and the same are hereby authorized and directed to execute that certain Traffic Regulation Agreement by and between the Village of Woodridge, and Seven Bridges Courts Association, a copy of which is attached hereto as Exhibit "A", which is, by this reference, incorporated herein.

SECTION TWO: That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 24th day of January, 2013.

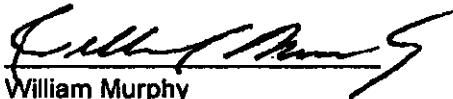
RESULT: ADOPTED [UNANIMOUS]

MOVER: Pamela Beavers, Trustee

SECONDER: Gina Cunningham-Picek, Trustee

AYES: Abbott, Banks, Beavers, Cunningham-Picek, Kagann, Pittinger

APPROVED this 24th day of January, 2013.

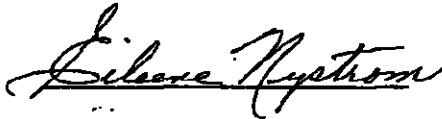


William Murphy
Mayor

Resolution No. 2013-3

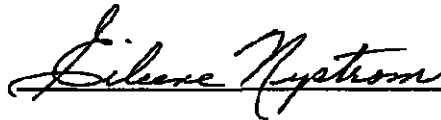
Page 2

ATTEST:

A handwritten signature in cursive script, reading "Eileene Nystrom", written over a horizontal line.

Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 24th day of January, 2013.

A handwritten signature in cursive script, reading "Eileene Nystrom", written over a horizontal line.

Eileene Nystrom
Village Clerk

TRAFFIC REGULATION AGREEMENT

THIS AGREEMENT is made as of this 21st day of January, 2013, by and between Seven Bridges Courts Association 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 SEVEN BRIDGES COURTS ASSOCIATION, 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):** 08-22-416-002,
08-22-416-099
- 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,
D. JAMES DUFFY, PRESIDENT
- 1.4 **Owner:** SEVEN BRIDGES COURTS ASSOCIATION
27 MASHIE COURT
WOODRIDGE, IL. 60517
- 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 Owner agrees to order and erect such signs and markers, and designate such intersections upon written direction to do so from the Village. If the Owner fails to comply with such written direction, the Village reserves the right to complete the installation of such signs and markers with all installation costs being borne by the Owner.

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 Sunny Bridges Courts as prepared by (Firm Name) N/A, (Address) N/A, referenced as Project No. N/A, consisting of one sheets, dated 9/1/10, and revised through N/A, 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 been 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 27 MASHIE COURT
WOODRIDGE, IL. 60517

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

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

SEVEN BRIDGES COURTS ASSOCIATION
Owner

BY:

James Duffy PRESIDENT
(Managing Agent - Owner)

VILLAGE OF WOODRIDGE

BY:

James Duffy
Mayor

ATTEST:

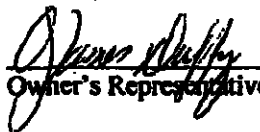
Debra M. Kesterson
Village Clerk

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

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description**Seven Bridges Courts Common Areas**

Lots CA1 and CA2 in Seven Bridges Courts Phase 1, being a resubdivision of Lot G and part of Lot F in Seven Bridge's Office-Commercial-Retail Subdivision, being a subdivision of part of Sections 14, 15, 22 and 23, all in Township 38 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded July 6, 1990, as Document R90-84384, in the Village of Woodridge, DuPage County, Illinois, all according to the Plat of Seven Bridges Courts Phase 1 recorded March 17, 1993 as Document R93-050999 and Correction Certificate recorded August 11, 1993 as Document No. R93-180076

Reserving, however, unto Grantor a perpetual and non-exclusive easement for ingress and egress over the foregoing property as created by and pursuant to the terms of the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Seven Bridges Courts Association recoded December 16, 1993 as Document R93-293270 (the "Declaration"), and further reserving all rights and obligations inuring to or to be undertaken by Grantor that are set forth under the terms of the Declaration and any amendments thereto as well as under the terms of the Declaration of Covenants, Conditions and Restrictions recorded December 16, 1993 as Document R93-293268 and any amendments thereto.

EXHIBIT "B"
TRAFFIC REGULATION PLAN

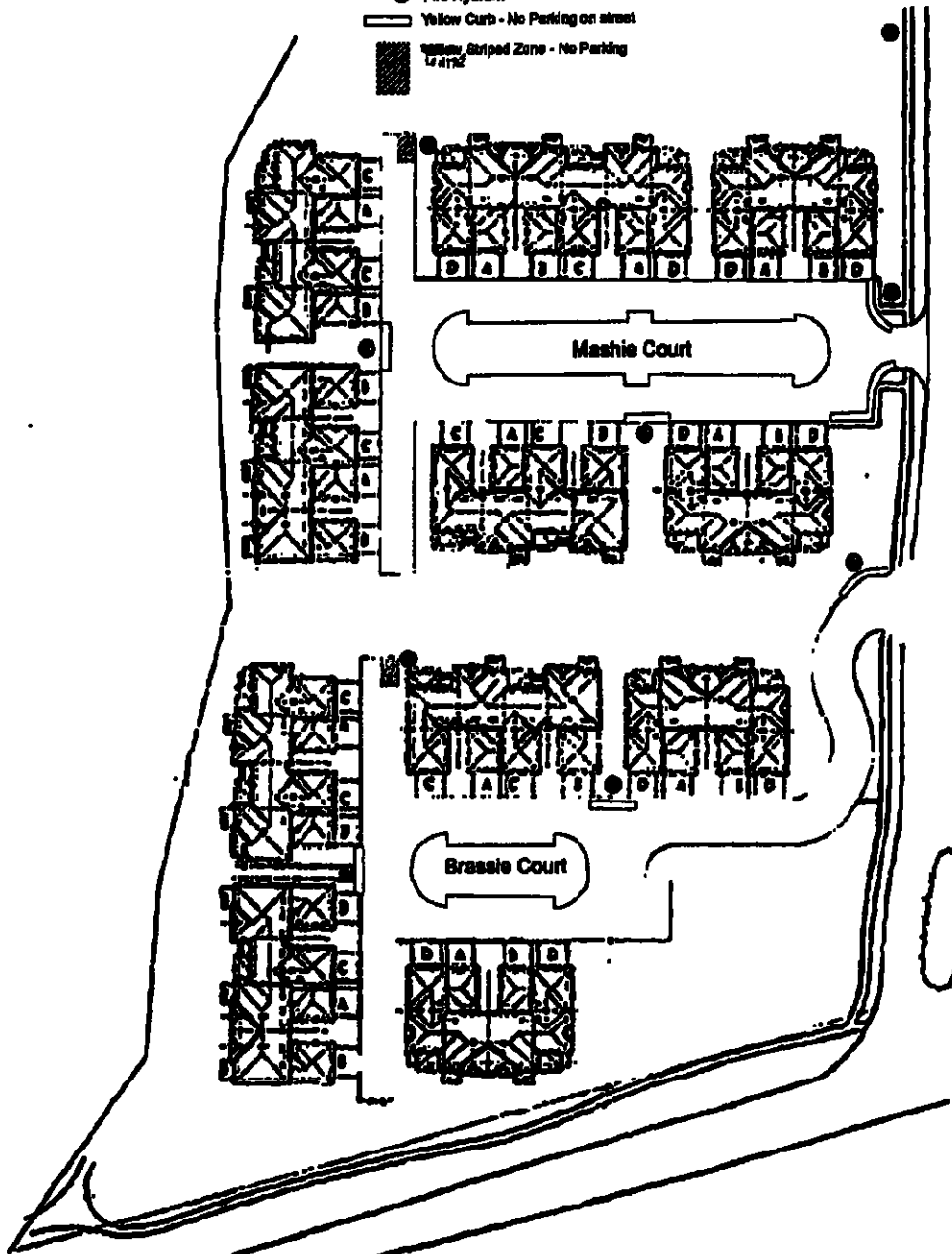
EXHIBIT B**Seven Bridges Courts**

Woodridge IL

Parking Restrictions

● Fire Hydrant

— Yellow Curb - No Parking on street

■ Yellow Striped Zone - No Parking
1/2 street

Due to Public Safety concerns, Woodridge Village Police
will ticket offenders of these "No Parking" restrictions!

09/01/2012