

**PRIVATE PROPERTY
PARKING ENFORCEMENT
AGREEMENT**

PREPARED BY:

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PRIVATE PROPERTY PARKING ENFORCEMENT AGREEMENT

WHEREAS, _____, (hereinafter "OWNER") is the owner of certain property located at _____ ("hereinafter "PROPERTY") legally described in **Exhibit A** attached hereto and made a part hereof; and,

WHEREAS, said PROPERTY is situated within the **Village of Montgomery** (hereinafter "VILLAGE"), _____ County, Illinois; and,

WHEREAS, OWNER desires to authorize VILLAGE to enforce certain traffic and parking regulations on said PROPERTY; and,

WHEREAS, VILLAGE is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the power granted to it under 65 ILCS 5/101 *et. seq.*, VILLAGE has the authority to contract with OWNER to provide such regulation under the provisions of Chapter 625 ILCS 5/11-209; and,

IT IS THEREFORE AGREED by and between OWNER and VILLAGE, in consideration of the public health, welfare and safety, as follows:

1. The Preambles set forth above are incorporated herein by reference as a part of this Agreement.
2. VILLAGE is empowered to accomplish all or any part of the following within the PROPERTY, subject to OWNER'S approval, which approval shall not be unreasonably withheld.

- a. Erection of regulator signs, persons with disabilities parking area signs, parking signs, and all other traffic control signs
 - b. Prohibition or regulation of the turning of vehicles and vehicle types
 - c. Regulation of pedestrian crosswalks within parking lots
 - d. Designation of one-way traffic lanes
 - e. Establishment and regulation of loading zones
 - f. Regulation of stopping, standing or parking in specified areas of lots
 - g. Designation of fire lanes and safety lanes
 - h. Provide for the removal and storage of abandoned vehicles
 - i. Provide for cost sharing of planning, installation, maintenance, and enforcement of parking and traffic regulations
 - j. Causing the installation of parking meters on the parking area and establishing maintenance responsibilities. In the case of such installation, all moneys from said meters shall belong to the Village.
 - k. Marking parking zones and signs indicating spaces reserved for persons with disabilities
 - l. Contracting for reasonable additional rules as local conditions may require
3. That the cost of planning, installation and maintenance of parking and traffic regulations, markings, signs, striping and painting pursuant to this contract shall be borne by OWNER.
4. This contract shall be effective and enforceable three days after it has been recorded in the Office of the Recorder of Deeds of _____ County and shall continue to be in full force and effect for a period of twenty (20) years, except that after one (1) year from the effective date of this Agreement, either party may cancel this Agreement upon sixty (60) days written notice to the other party.

EXECUTED this _____ day of _____, 20_____.

[Signatures on Following Page]

VILLAGE OF MONTGOMERY KANE AND KENDALL COUNTIES

OWNER

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County aforesaid, DO HEREBY CERTIFY, that _____, who is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he signed, sealed and delivered the said instrument pursuant to authority as land owner as the free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 20____.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF KANE) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY, that _____, who is personally known to me to be the
_____ of the Village of Montgomery, and personally known to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he/she signed, sealed and delivered the said instrument pursuant
to authority given by the Board of Trustees of the Village of Montgomery as the free and
voluntary act and deed of the Village of Montgomery for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20____.

Notary Public

My commission expires:

EXHIBIT A

Legal Description