

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE PARKING AREAS/PRIVATE STREETS

Pursuant to 625 ILCS 5/11-209, the City of Crest Hill, a municipal corporation, hereby enters into the following agreement ("Agreement") with Park Place On The Green Homeowner's Association, the legal owner ("Owner") of a private parking area or streets/roads located at Park Place Court and Surrounding Area, ("Subject Property") in the City of Crest Hill, Illinois, and further described in Attachment A hereto.

Owner has established restrictions, regulations and controls on vehicular and pedestrian movement and parking on the Subject Property, which are posted and established in certain recorded Declarations, Covenants, and Restrictions shown in the attached exhibits A and B. Owner hereby approves and authorizes City of Crest Hill police officers and other authorized agents to enter onto any common areas and private street, road or parking area on the Subject Property for the purpose of issuing citations, Ordinance Violations, or administrative hearing notices to any person found violating any such restrictions, any City of Crest Hill Ordinance, or the Illinois Vehicle Code. All fines and penalties shall be enforced, collected and used by the City of Crest Hill in a manner similar to any other such fines issued for parking or ordinance violations on City of Crest Hill owned streets or roads.

At the request of the Owner (or its designated agent), the City may, but need not, tow or cause the removal of any vehicle found violating the Owner's parking restrictions with all costs to be paid by the Owner or the owner of the vehicle.

No restrictions or regulation established by this agreement shall be effective unless the Owner has installed the proper and adequate signs or other control devices advising of such regulations and restrictions. The cost and maintenance of such signs or other control devices shall be the sole responsibility of the Owner.

The undertaking by the City of Crest Hill to enforce traffic regulations on the Subject Property shall not be construed to be a guarantee by the city that there shall be enforcement action taken in any particular case. The City shall utilize its best efforts to enforce these restrictions consistent with its other responsibilities and functions.

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The Owner shall defend, indemnify and hold harmless the City of Crest Hill from any liability or loss resulting from the City's enforcement actions on the Subject Property in the performance of services pursuant to this Agreement, including but not limited to claims against the City of Crest Hill for improper towing of any vehicle.

This agreement shall be effective upon its approval by the corporate authorities of the City of Crest Hill and its recording with the Will County Recorder of Deeds. This Agreement may be terminated upon thirty (30) days' written notice by either party.

City of Crest Hill

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Owner

By: James M. Bennett, Pres. PPE

Its: President