

THIS AGREEMENT made this [redacted] day of [redacted], [redacted], by and between the VILLAGE OF HOMEWOOD, a municipal corporation of the State of Illinois (hereinafter referred to as the “Village”) and the **Walmart Stores, Inc.** (hereinafter referred to as the “Owner”), relative to the **Walmart Stores** Parking Lot situated at **17550 and 17540 Halsted Street** in the Village of Homewood, Cook County, Illinois (hereinafter called the “**Walmart Parking Lot**”).

WITNESSETH:

WHEREAS, the Owner is the Owner of/managing agent for the Parking Lots and thereby controls the **Walmart** Parking Lot within the limits of the Village; and

WHEREAS, the Owner desires to enter into this Agreement with the Village authorizing the Village and its Police Department to regulate and enforce the parking of vehicles and the traffic in, and the use of said Parking Lots; and

WHEREAS, the Village is willing to enter into this Agreement in accordance with the terms and provisions hereinafter provided; and

WHEREAS, the Village is authorized to enter into this Agreement, in accordance with 625 ILCS 5/11-209 of the Illinois Compiled Statutes; and

WHEREAS, the President and Board of Trustees of the Village of Homewood have approved, the ratification of the terms, provisions and conditions of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. This agreement is intended to cover and regulate the parking lots commonly known as the **Walmart** Parking Lot and the parking area and private roadways located therein. Said Parking Lot is located at **17550 and 17540 Halsted Street** in the Village and is legally described on Exhibit “A”, attached hereto and made a part hereof.

2. Owner hereby authorizes the Village, by its Chief of Police and other designated representatives to regulate the parking of automobiles and the traffic at and within the **Walmart** Parking Lot as authorized by 625 ILCS 5/11-209 of the Illinois Compiled Statutes. Signs shall be posted at each **Walmart** Parking Lot as enumerated on Exhibit "B", attached hereto and made a part hereof. Village agrees it will establish and enforce regulations for the parking of automobiles and traffic as listed on Exhibit "C", attached hereto and made a part hereof.

3. At such time as parking and traffic regulations have been established by agreement of the parties upon the **Walmart** Parking Lot, then it shall be an offense for any person to do any act prohibited by, or to fail to perform any act required by such parking or traffic regulations, which offense shall be punishable in accordance with the ordinances of the Village. Village agrees to enforce all such posted parking and traffic regulations without expense to the Owner, except that towing of vehicles shall be at the Owners expense, and Owner hereby consents to the issuance of parking and traffic citations for any and all violations thereof.

4. The Owner hereby agrees to erect and post all necessary signs, and provide for all necessary pavement markings, at its own cost and expense for the regulation of the use of the Parking Lots, as is necessary to carry out regulations created under this Agreement, and does hereby agree to bear the cost and expense of the maintenance thereof. Should Village pay any such expense, Village shall bill the Owner for reimbursement and Owner shall pay any such Village bill within thirty (30) days of receipt thereof.

5. The parties do hereby expressly agree that nothing contained in this Agreement shall be deemed to expressly or impliedly grant, gift or dedicate the whole or any portion of the **Walmart** Parking Lot to the general public or for any public use or purpose whatsoever.

6. The authorization contained under the terms of the Agreement shall be in addition to any other authority of the Village existing by reason of any other Statute of the State of Illinois, and such additional authorization shall not be construed to be in lieu of any such other Statute.

7. At least once each calendar year, the Village shall inspect said Parking Lots to verify that all required signs and pavement markings are in place and properly maintained. If the Village determines, during said inspection, that additional signs and / or pavement markings are required, or existing signs and / or pavement markings need to be replaced, the Village shall so notify the Owner. If the Owner fails to take the action required by the Village in said notice within thirty (30) days of the date of said notice, the Village may take the necessary actions and bill the Owner for the Village's cost in relation thereto, and the Owner shall be responsible and shall pay said costs within twenty (20) days of receipt of such bill.

8. At least once each calendar year, the Owner shall verify to the Village that the Owner is in fact still the Owner of and / or managing agent for the **Walmart** Parking Lot. It shall be the responsibility of the Owner to notify the Village of any change of owner or managing agent relative to the **Walmart** Parking Lot. Said notice shall be given to the Village within ten (10) days of any change in the owner or managing agent of the **Walmart** Parking Lot.

9. This agreement shall cover a period of one (1) year from the date hereof and shall be self-renewing for periods of one year each year thereafter, not to exceed a period of twenty (20) years, unless and until cancelled by not less than thirty (30) days written notice by either party to the other of its intention to cancel the same, in which case the Agreement shall terminate on the thirtieth (30th) day after said notice has been given. Upon any such cancellation, Owner shall pay all outstanding costs owed to the Village under this Agreement.

10. Owner hereby agrees to indemnify, defend and save whole and harmless the Village, its elected officials, officers, employees and agents from any and all loss or liability and related expenses of any kind, including court costs and attorney's fees, which arise out of or as a consequence of the performance of this Agreement by the Village.

11. Notices sent under this Agreement shall be sent by certified or registered mail, postage prepaid, or delivered in person and shall be addressed as follows:

If to the Village: Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

With copy to: Chief of Police
Village of Homewood
17950 Dixie Highway
Homewood, Illinois 60430

Village Attorney
Christopher J. Cummings
2024 Hickory Road, Suite 300
Homewood, Illinois 60430

If to the Owner: Walmart Stores, Inc
702 SW 8th Street
Bentonville, AR 72712

12. Under the execution of this Agreement, a copy shall be recorded with the Recorder of Deeds of Cook County, Illinois as required by Statute.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this day of , .

VILLAGE OF HOMEWOOD,
a municipal corporation

Walmart Stores, Inc

By: _____

By: _____

ATTEST:

By: _____
Village Clerk

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Permanent Tax Number: **2932200052000**

Property Address: 17550 & 17540 Halsted Street, Homewood, IL 60430

THAT PART OF LOT 1 IN KMART' S HOMEWOOD SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT 93430134 AND THE CERTIFICATE OF CORRECTION RECORDED NOVEMBER 16, 1994 AS DOCUMENT 94975238, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID SUBDIVISION, SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF LOT 1 IN STATE FARM SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25688152; THENCE SOUTH 89 DEGREES 58 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 IN KMART' S HOMEWOOD SUBDIVISION, 769. 50 FEET (FORMERLY A RECORD DISTANCE OF 769. 51 FEET); TO THE SOUTHEAST CORNER OF GINSBURG SUBDIVISION, 340. 00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 175TH STREET AS DEDICATED BY DOCUMENT 26661237; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 39. 89 FEET (FORMERLY A RECORD DISTANCE OF 40. 00 FEET) TO THE NORTHWEST CORNER OF MOTHER TUCKER' S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85113885; THENCE SOUTH 00 DEGREES 02 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID MOTHER TUCKER' S SUBDIVISION AND SAID WEST LINE EXTENDED, 280. 03 FEET FORMERLY A RECORD DISTANCE OF 280. 11 FEET) TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 94. 48 FEET A CHORD OF 75. 99 FEET AND A CHORD BEARING OF SOUTH 28 DEGREES 45 MINUTES 02 SECONDS EAST, AN ARC DISTANCE OF 78. 18 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 98. 35 FEET A CHORD OF 63. 07 FEET AND A CHORD BEARING OF SOUTH 23 DEGREES 40 MINUTES 16 SECONDS EAST, AN ARC DISTANCE OF 64. 22 FEET TO A NON- TANGENTIAL POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 1 IN G & H CONSOLIDATION PLAT, ACCORDING NON- EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PUBLIC UTILITIES CREATED TO THE PLAT THEREOF RECORDED AS DOCUMENT 93570547; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID CONSOLIDATION PLAT, 377.52 FEET TO THE WEST RIGHT OF WAY LINE OF HALSTED AVENUE, SAID LINE BEING ALSO THE EAST LINE OF LOTS 1 AND 2 IN SAID KMART' S SUBDIVISION; THENCE SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 434.46 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN SAID KMART'S HOMEWOOD SUBDIVISION; THENCE NORTH 89 DEGREES 58 MINUTES 37 SECONDS WEST, 393. 78 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 23 SECONDS WEST, 157.26 FEET; THENCE NORTH 89

DEGREES 59 MINUTES 10 SECONDS WEST, 423.32 FEET (FORMERLY A RECORD DISTANCE OF 423. 34 FEET); THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, 24. 50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS WEST, 30. 00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, 143. 75 FEET TO A POINT ON THE NORTH LINE OF MAPLE LEAF SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 89072721, SAID POINT BEING 62.51 FEET WEST OF THE NORTHEAST CORNER OF SAID MAPLE LEAF SUBDIVISION; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS WEST ALONG SAID NORTH LINE, 400. 67 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID KMART'S HOMEWOOD SUBDIVISION; THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG THE WESTERNMOST LINE OF SAID KMART' S HOMEWOOD SUBDIVISION, 824. 97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

The parties agree that the following signs shall be posted at each **Walmart** Parking Lot prior to enforcement activity by the Village:

PARKING AND TRAFFIC LAWS ENFORCED ON
THIS PROPERTY BY THE HOMEWOOD POLICE
DEPARTMENT

RIGHT OF ACCESS BY PERMISSION ONLY, SUBJECT
TO CONTROL OF OWNER

EXHIBIT “C”

The Homewood Police Department will enforce parking and traffic laws within the **Homewood Business Park** Parking Lot, specifically Chapter 106, Article VI, Division 1 of the Homewood Municipal Code and as authorized by 625 ILCS 5/11-209.