

Recording Requested by and When Recorded Return to Anne M. Skrodzki Klein, Thorpe and Jenkins, Ltd. 15010 S. Ravinia, Suite 10 Orland Park, IL 60462 Box 324 Record against: PIN: 27-09-401-049-0000	DRAFT 6.15.25
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**AN AGREEMENT MADE BETWEEN THE VILLAGE OF ORLAND PARK AND
PETE’S FRESH MARKET ORLAND PARK CORPORATION REGULATING PRIVATE
PARKING LOT USE, PARKING OF MOTOR VEHICLES, AND CONTROL OF MOTOR
VEHICLE TRAFFIC IN THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES,
ILLINOIS**

THIS AGREEMENT, made and entered into by and between the Village of Orland Park (the “VILLAGE”), an Illinois municipal corporation, and Pete’s Fresh Market Orland Park Corporation, an Illinois Corporation (the “OWNER”), by and through their respective duly authorized agents and/or representatives, relative to the private parking lot and vehicle access driveways (collectively, the “PARKING LOT”) located at 15080 S. LaGrange Road, Orland Park, Illinois (the “Property”), that serve the commercial retail building located on said Property.

WITNESSETH:

WHEREAS, Section 11-209 of the Illinois Vehicle Code (625 ILCS 5/11-209), authorizes and empowers the VILLAGE to enter into an agreement with the OWNER to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, within the PARKING LOT owned by the OWNER, which is located within the corporate limits of the VILLAGE; and

WHEREAS, the President and the Board of Trustees of the VILLAGE deem it necessary for the health, safety and welfare of the citizens and residents of the VILLAGE, and for the health, safety and welfare of those persons using the PARKING LOT, to regulate and control motor vehicle traffic and motor vehicle parking, and the use of the motor vehicle parking area in the PARKING LOT, which is legally described on **EXHIBIT "A"** attached hereto and made a part hereof. A map of the PARKING LOT is also attached as part of **EXHIBIT "A"**; and

WHEREAS, the OWNER has filed a written request that the VILLAGE and its Police Department to enforce certain regulations regarding motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas within the PARKING LOT.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the Parties' mutual understandings, promises, covenants and agreements as set forth below, the Parties agree as follows:

Section 1: The VILLAGE agrees to establish under this Agreement and enforce the following regulations regarding motor vehicle movement, parking and control within, and the use of the PARKING LOT, as set forth below, and alternatively as contained in the attached document entitled "Owner's Parking Lot Sign Schedule" (attached hereto as **EXHIBIT "B"** and made a part hereof):

- (A) *The posting of stop signs and/or yield signs at specified locations within the PARKING LOT, as the VILLAGE and the OWNER deem necessary for the safety and convenience of the public and the users of the PARKING LOT, and at all exits into a public highway within the PARKING LOT;*
- (B) *All motor vehicle movement shall be within the designated traffic lanes, subject to "turning of vehicle" regulations and where marked by arrow or posted "One Way" no motor vehicle movement shall be in the opposite direction;*
- (C) *The stopping, standing or parking of a motor vehicle within the PARKING LOT by anyone not employed by, or otherwise required or authorized by, the OWNER shall be prohibited;*
- (D) *The stopping, standing or parking of commercial vehicles (vehicles of the second division as defined by 625 ILCS 5/1-146, other than recreational vehicles), which are required to have other than Class B State of Illinois license plates as defined by 625 ILCS 5/3-815, within the PARKING LOT, other than temporarily for such time as is necessary for the reasonably expeditious loading and unloading of said vehicles when making pick-ups or deliveries to the OWNER, or its designee, shall be prohibited;*
- (E) *No motor vehicle shall be operated so as to cause or produce unnecessary loud, raucous, excessive or unusual noises, by the playing of the vehicle radio, by the racing of the motor, by lack of muffler cutout, by tire friction upon rapid turning or weaving, by spinning of wheel from standing or slow moving position produced by sudden unnecessary acceleration, by continuous unnecessary sounding of a horn or other noise or signal device, or by running of refrigeration units or compressors on the motor vehicle;*
- (F) *The stopping, standing or parking of a motor vehicle within any designated handicapped parking area, without the proper display of the handicapped status of the occupant of said motor vehicle by way of either special state license plates or a locally issued handicapped status placard, shall be prohibited;*
- (G) *The maximum speed for any motor vehicle shall not exceed fifteen (15) miles per hour;*
- (H) *Any motor vehicle parked or abandoned during a snow storm, flood, fire or other public emergency, or found unattended in the PARKING LOT, where it*

constitutes an obstruction to traffic or where stopping, standing or parking is prohibited shall be towed at the owner's expense in accordance with the Village of Orland Park Municipal Code;

- (I) The use of skateboards, scooters, and roller blades within the PARKING LOT, and on the sidewalks abutting any buildings or other structures within or adjacent to said PARKING LOT, shall be prohibited;*
- (J) The stopping, standing or parking of a motor vehicle in, or otherwise obstructing, any fire lane, safety zone, loading zone or properly designated no parking zone shall be prohibited;*
- (K) The regulation of pedestrians and of pedestrian crossings that cross any roadway within the PARKING LOT; and*
- (L) The establishment and enforcement of such additional reasonable rules and regulations in regard to traffic and parking in the PARKING LOT as local conditions may require for the safety and convenience of the public or of the users of the PARKING LOT or as authorized under the Illinois Vehicle Code (625 ILCS 5/11 et seq.).*

Section 2: The OWNER, at its own cost and expense, agrees to erect and post all necessary signs and provide for all necessary pavement markings for the regulation of and the use of the motor vehicle parking area within and traffic within said PARKING LOT as is necessary to carry out the aforesaid regulations, and agrees to bear the costs and expense of the maintenance thereof.

Section 3: When violations of the traffic and parking regulations arise, upon request of the OWNER, the VILLAGE agrees to inspect the PARKING LOT and regulate motor vehicle traffic and motor vehicle parking within the PARKING LOT in accordance with the aforementioned regulations and, in relation thereto, agrees to furnish customary police services necessary for the enforcement of the aforementioned regulations. The VILLAGE is not obligated to permanently dedicate a police officer to monitor or inspect the PARKING LOT on a daily basis. The level of police service to be provided by the VILLAGE to the OWNER in relation to the PARKING LOT shall be the same as is provided to any other person who contacts the VILLAGE to report a potential violation of law and requests assistance or to file a complaint.

Section 4: After the parties approve this Agreement, at such time as the traffic and parking regulations established for the PARKING LOT under this Agreement become effective pursuant to **625 ILCS 5/11-209 (three (3) calendar days after the recording of the Agreement with the Cook County Clerk)**, it shall be an offense for any person to violate or fail to comply with or fail to conform to any of the traffic and parking regulations set forth above in Section 1. Such offense shall be punishable by a fine in accordance with the applicable Ordinances of the VILLAGE.

Section 5: The OWNER shall, at least once annually, inspect said PARKING LOT to verify and determine that all required signs and/or pavement markings and striping are in place and in good condition. A letter confirming the findings of the annual inspection shall be sent by the OWNER to the Village Manager. If the VILLAGE determines at any time that additional signs and/or pavement striping are needed, or that existing signs and/or pavement striping are in need of repair or replacement, the VILLAGE shall notify the OWNER in writing of such necessary additional pavement striping or marking or sign installations or repair and/or replacement work. The OWNER, at its own cost and expense, shall install such additional signs and/or pavement striping, or undertake the repair and/or replacement of such signs and/or pavement striping in the PARKING LOT as requested by the VILLAGE within thirty (30)

calendar days of the VILLAGE'S notice or such other time agreed upon by the parties. The VILLAGE has no duty or obligation to inspect the condition of the PARKING LOT pursuant to this Agreement. The failure of the OWNER to conduct the annual inspection shall have no effect on the validity of this Agreement or the validity of any citation issued for a violation of the parking and traffic regulations governed by this Agreement.

Section 6: The OWNER authorizes the VILLAGE to enforce such other State or local laws, not specifically referenced in Section 1 above, in the PARKING LOT and the VILLAGE agrees to enforce such State or Local laws, if warranted. In addition, the OWNER authorizes the VILLAGE to utilize any enforcement technology or device deemed necessary in and around the PARKING LOT for any proper law enforcement purpose, including but not limited to license plate reader technology, drone technology, image or video capture technology, or any technology hereinafter developed or acquired by the VILLAGE for the purposes of law enforcement and the maintenance of safety and order in the VILLAGE.

Section 7: The OWNER shall indemnify and hold harmless the VILLAGE, and its officers, appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and agents, with respect to any claim or loss, including but not limited to attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for injuries, death, illness or damages of any kind which may arise, either directly or indirectly, out of the VILLAGE'S performance of the terms of this Agreement, except for any intentional wrongful acts on the part of the VILLAGE or its officers, appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers or agents.

Section 8: The OWNER shall maintain a Comprehensive General Liability Insurance Policy (covering any injury, illness and property damage claims arising out of or relating to any matters covered by this Agreement, including the posting of or any act or omission in the enforcement of any traffic regulation signs) which names the VILLAGE, its officers, appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and agents as additional insureds. The coverage shall be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit or in such or amounts agreed to by the parties on an annual basis. The OWNER shall keep the coverage in full force and effect during the term of this Agreement, provide a certificate of insurance to the VILLAGE on an annual or renewal basis, and the coverage shall not be terminated or canceled without thirty (30) calendar days prior written notice to the VILLAGE.

Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Umbrella Coverage – \$3,000,000

Property Damage – \$1,000,000 per occurrence

- A. Additional Insured Language: The following named entities and individuals shall be covered as "Additional Insureds" in regard to all conduct and activities of any kind by the Owner and/or its partners or affiliates, owners, officers, employees, leases of the Properties, representatives, agents, actors, contractors, sub-contractors, independent contractors or any individual under its control or direction on the Properties that gives rise to any liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys' fees, which may in any way be brought or accrue against the named Additional Insureds, as a result of, arising out of or relating in any way to the posting of or any act or omission in the enforcement of any traffic regulation signs at the Properties.

Additional Insureds:

Village of Orland Park and its current/former/future appointed and elected officials and officers, President and Board Trustees, employees, volunteers, engineers, attorneys and agents.

Defense; Indemnification; Hold Harmless. Furthermore, in consideration of the foregoing, the Owner and its assigns agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Village and its officers, officials, employees, or other affiliates (“Village Affiliates”) from any and all liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, patent claims, trade mark/copyright/service mark/intellectual property infringement claim, debts and demands, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys’ fees, which may in any way be brought or accrue against the Village or Village affiliates, as a result of, arising out of or relating in any way to matters covered by this Agreement. The Owner shall, at its own expense, appear, defend and pay all fees, expenses and costs of defense counsel for the Village and Village Affiliates and all litigation costs and other expenses, including but not limited to any prevailing attorney fee and expense awards, as covered by this provision, and, if any judgment shall be rendered against the Village or the Village Affiliates in any such action or any settlement is agreed upon, the Owner shall, at its own expense, satisfy and pay the same

Section 9: This Agreement shall be in full force and effect from and after its date of approval by the VILLAGE for a period of twenty (20) years thereafter, unless terminated as provided for in this Section or extended by mutual agreement of the Parties. This Agreement may be terminated for any reason by either party upon thirty (30) calendar days prior written notice to the other party. Whenever notice is required to be sent to either party, it shall be addressed as follows:

A. If to the VILLAGE: Village Manager Village of Orland Park 14700 S. Ravinia Ave. Orland Park, Illinois 60462	B. If to the OWNER:
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All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) calendar days from the date of mailing.

Section 10: The OWNER and the VILLAGE warrant that they have the full power and authority to enter into this Agreement.

Section 11: This Agreement constitutes the entire understanding between the VILLAGE and the OWNER with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral or otherwise. Any and all representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void and of no legal effect.

Section 12: This Agreement may be modified or amended only by the mutual consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, duly executed, and then filed with the CCRD. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void and of no legal effect.

Section 13: This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the date that the last signatory executes this Agreement.

Section 14: The terms, conditions and provisions of this Agreement shall be severable, and if any term, condition or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions and provisions shall remain in full force and effect.

Section 15: Compliance With Laws. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

Section 16: Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) (“FOIA”) includes a “public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act.” (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA.

Section 17: This Agreement is entered into under, and shall be governed, enforced and interpreted for all purposes under the laws of the State of Illinois. For purposes of any litigation brought in regard to this Agreement, the parties agree that such litigation shall only be brought in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois and consent to the jurisdiction of said courts.

Section 18: Upon its execution, a certified copy of this Agreement shall be recorded by the VILLAGE, at the OWNER’S expense, with the CCRD. The VILLAGE shall deliver one (1) stamped copy of the Agreement to the OWNER after filing with the CCRD.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as follows:

VILLAGE OF ORLAND PARK

PETE’S FRESH MARKET ORLAND PARK CORPORATION

By: _____
Village President

By: _____

Date: _____, 2025

Date: _____, 2025

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary

Date: _____, 2025

Date: _____, 2025

EXHIBIT "A"

**LEGAL DESCRIPTION OF 15080 S. LAGRANGE ROAD AND PARKING LOT AND MAP OF
PARKING LOT**

(attached)