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RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH KIRBY  
SCHOOL DISTRICT 140 REGARDING DEDICATION OF 88<sup>TH</sup> AVENUE

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WHEREAS, the Village of Orland Park (“Village”) plans to improve the 88<sup>th</sup> Avenue right-of-way in the Village along the eastern frontage of the Fernway Park Elementary School property at the northwest corner of 88<sup>th</sup> Avenue and O’Brien Drive, said School property being owned by Kirby School District 140 (“School District”); and

WHEREAS, the School District is willing to dedicate the east fifty feet (50’) of the Fernway Park Elementary School property for the improvement of 88<sup>th</sup> Avenue as depicted and described on the Plat of Dedication For 88<sup>th</sup> Avenue attached as EXHIBIT “A” to a proposed Intergovernmental Agreement attached to this Resolution as EXHIBIT “1” and made a part hereof; and

WHEREAS, the Village and the School District have agreed that the School District’s Fernway Park Elementary School identification sign may remain at its present location and in its present configuration within the 88<sup>th</sup> Avenue right-of-way as dedicated pursuant to the terms of said Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The Intergovernmental Agreement attached to this Resolution as EXHIBIT “1” is approved and the Village President and Village Clerk are authorized and directed to execute said Intergovernmental Agreement on behalf of the Village.

SECTION 2:

The Village Clerk is directed to promptly send a certified copy of this Resolution along with the signed Intergovernmental Agreement to the Secretary of the Board of Education of Kirby School District 140.

SECTION 3:

This Resolution shall be in full force and effect upon its passage as provided by law.

EXHIBIT "1"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF ORLAND PARK AND KIRBY SCHOOL DISTRICT 140  
REGARDING DEDICATION OF 88<sup>TH</sup> AVENUE**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT"), effective upon the last dated signature below (the "Effective Date"), by and between the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation (the "VILLAGE"), and KIRBY SCHOOL DISTRICT 140, an Illinois school district (the "DISTRICT"), individually referred to as "PARTY" and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, the VILLAGE in order to facilitate the free flow of vehicular traffic and pedestrian safety intends to improve the 88<sup>th</sup> Avenue right-of-way along the entire eastern frontage of the DISTRICT's Fernway Park Elementary School at the northwest corner of 88<sup>th</sup> Avenue and O'Brien Drive; and

WHEREAS, the DISTRICT is willing to dedicate to the VILLAGE the east fifty feet (50') of its Fernway Park Elementary School property at 16600 S. 88<sup>th</sup> Avenue, Orland Park, Illinois, for the widening and improvement of 88<sup>th</sup> Avenue as depicted and described on the Plat of Dedication For 88<sup>th</sup> Avenue attached hereto as EXHIBIT "A" and made a part hereof; and

WHEREAS, the DISTRICT currently maintains a monument sign ("SIGN") that identifies the Fernway Park Elementary School within the portion of the 88<sup>th</sup> Avenue right-of-way to be dedicated by the DISTRICT; and

WHEREAS, the DISTRICT desires to continue maintaining the SIGN in accordance with the terms of this AGREEMENT; and

WHEREAS, a cooperative intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

**I. DEDICATION OF 88<sup>TH</sup> AVENUE**

A. The DISTRICT agrees to dedicate to the VILLAGE for right-of-way purposes the east fifty feet (50') of its Fernway Park Elementary School property as depicted and described on the Plat of Dedication For 88<sup>th</sup> Avenue attached hereto as EXHIBIT "A".

B. The VILLAGE shall accept the aforesaid 88<sup>th</sup> Avenue dedication and shall at its expense record the Plat of Dedication. All costs associated with the widening and improvement of the 88<sup>th</sup> Avenue right-of-way described herein for vehicular traffic shall be borne by the VILLAGE.

## II. MONUMENT SIGN LOCATION.

A. Subject to the provisions of this AGREEMENT, the SIGN depicted on the site plan, attached hereto as EXHIBIT "B" which identifies the DISTRICT's Fernway Park Elementary School shall be allowed to remain in its present location and in its present configuration within the 88<sup>th</sup> Avenue right-of-way. Upon the expiration or termination of this AGREEMENT for any reason, the SIGN shall be removed by the DISTRICT at its sole cost and expense.

B. The SIGN shall be maintained and kept in good repair at the sole cost and expense of the DISTRICT. In the event the SIGN is to be relocated, as determined by the DISTRICT in its sole discretion or as is required to accommodate the installation of sewer lines, water mains or any public utility facilities, such relocation shall be to an area outside of any public right-of-way and shall be at the sole cost and expense of the DISTRICT. In the event that the SIGN is destroyed or fifty percent (50%) or more of the SIGN structure is damaged, the entire SIGN, or remaining portion thereof, shall be removed from the right-of-way by the DISTRICT at its sole cost and expense.

C. The DISTRICT shall indemnify, defend and hold harmless the VILLAGE, its officers, employees and agents from any and all liability, actions, causes of action, claims, debts and demands of any kind and nature, including costs, expenses and attorneys' fees, incurred by the VILLAGE, its officers, employees or agents as a result of, arising out of or related to the location, placement and maintenance of the SIGN in the 88<sup>th</sup> Avenue right-of-way pursuant to this AGREEMENT. This Subsection C shall remain in full force and effect notwithstanding the termination or expiration of this AGREEMENT.

## III. GENERAL PROVISIONS

A. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

B. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed one and the same instrument.

C. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.

D. Subject to the terms and conditions herein, this AGREEMENT shall remain in full force and effect until the SIGN that is located within the 88<sup>th</sup> Avenue right-of-way is removed or abandoned.

E. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.

F. The unenforceability or invalidity of any provision or provisions within this AGREEMENT shall not render any other provision or provisions unenforceable or invalid.

G. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated herein.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF ORLAND PARK

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Village Clerk

KIRBY SCHOOL DISTRICT 140

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Board of Education

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary, Board of Education

## EXHIBIT "A"

# PLAT OF DEDICATION FOR 88TH AVENUE

TO THE VILLAGE OF ORLAND PARK

ONE PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, E. 10TH OF RANGE 14E, COOK COUNTY, ILLINOIS

## GRANTOR'S LEGAL DESCRIPTION

THE NEARLY 400 FEET OF THE SOUTH 700.00 FEET OF THE SOUTH 700.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, E. 10TH OF RANGE 14E, COOK COUNTY, ILLINOIS, BEING THE SAME AS SHOWN ON THE PLAT OF DEDICATION FOR 88TH AVENUE, COOK COUNTY, ILLINOIS, DATED 12/12/11.

## DEDICATION LEGAL DESCRIPTION

THE EXISTING 80.00 FEET OF THE NORTH 80.00 FEET OF THE SOUTH 700.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, E. 10TH OF RANGE 14E, COOK COUNTY, ILLINOIS, BEING THE SAME AS SHOWN ON THE PLAT OF DEDICATION FOR 88TH AVENUE, COOK COUNTY, ILLINOIS, DATED 12/12/11.

## PROPERTY AREA

450.00 SQUARE FEET (0.000 ACRES)

## DEDICATED AREA

22.00 SQUARE FEET (0.000 ACRES)

LOCATION MAP

### CHIEF ENGINEER

NAME OF ENGINEER: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

### REGISTERED LAND AGENT

NAME OF AGENT: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

### REGISTERED SURVEYOR

NAME OF SURVEYOR: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

## EXHIBIT "B"

