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April 19, 2021

Via Hand DeliveryVillage of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Attn: Ed Lelo, Development Services Director

Re: Agreement

Dear Ed:

Per your request, on December 17, 2020, the following document was recorded with the Cook County Recorder of Deeds and is enclosed herewith:

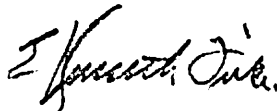
Agreement between the Village of Orland Park and the Townes of Orland Woods Townhouse Association:

Subject Property:	PIN(s):	Recorded as Document No.
Mayher Drive located South of Whispering Hill Drive	Parts of PINs 27-31-105-030,034,048, 044, 037, 054, 026 and 059	2035219069

Should you have any questions, please advise.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



E. Kenneth Friker

enclosure



Doc# 2035219069 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/17/2020 01:45 PM PG: 1 OF 7

**AGREEMENT BETWEEN THE
VILLAGE OF ORLAND PARK,
ILLINOIS AND THE TOWNES OF
ORLAND WOODS TOWNHOUSE
ASSOCIATION REGARDING THE
DEDICATION AND ACCEPTANCE
OF MAYHER DRIVE IN THE
TOWNES OF ORLAND WOODS
TOWNHOUSE SUBDIVISION**

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (hereinafter the "Village") has agreed to accept the dedication of a certain private street, hereinafter described, from the *Townes of Orland Woods Townhouse Association*, an Illinois not-for-profit corporation (hereinafter the "Association") upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Dedication of Streets.** As owner and record titleholder, the Association shall dedicate to the Village, for public street purposes, *Mayher Drive* (hereinafter referred to as "right of way" meaning curb to curb as more fully and legally described on the attached Exhibit "A", the Plat of Dedication.

Address: Mayher Drive located South of Whispering Hill Drive
Orland Park, Illinois 60467

PIN: Parts of PINs 27-31-105-030, 034, 048, 044, 037, 054, 026 and 059

Such dedication shall be accomplished by the execution of an appropriate recordable plat of dedication substantially in the form attached hereto as Exhibit "A".

2. **Payment to Village for Acceptance of Dedication.** The Village shall accept the

This Document Prepared By:
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Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.
10759 West 159th Street
Suite 201
Orland Park, Illinois 60467
(708) 403-5050; Fax: (708) 403-9667

and

E. Kenneth Friker, Esq.
Klein, Thorpe & Jenkins.
15010 South Ravinia Drive
Suite 17
Orland Park, Illinois 60462

RECORDING FEE

DATE 12-17-20

OK BY

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dedication of the aforesaid streets and, to reimburse the Village for estimated street maintenance and repair expenses (including related legal and engineering fees) for a ten (10) year period, the Association shall pay to the Village the sum of Ninety Six Thousand Ninety Six Dollars (\$96,096.00) plus interest on the principal balance remaining from time to time unpaid at the rate of five percent (5%) per annum (representing street maintenance, repair and administrative expenses to the Village for a ten (10) year period) in three (3) equal annual payments of principal and interest of Thirty Five Thousand Two Hundred Thirty-Five and 20/100 Dollars (\$35,235.20), the first payment being due on the 15th day of November 2008, and the remaining annual payments being due on the 15th day of November of 2009 and 2010 thereafter until said total amount due is fully paid.

3. ***Vacation of Streets By Village if Association Defaults in Payment.*** In the event the Association is in default of any of its payments to the Village, as required by the terms of Paragraph 2 above, the Village may, at its sole option but after no less than thirty (30) days prior written notice to the Association during which time the Association may cure its default, vacate any or all of the streets dedicated by the Association in accordance with applicable statutory provisions. In the event of such vacation(s) all sums paid by the Association to the Village shall be retained by the Village, and no refund of monies shall be given by the Village to the Association.

4. ***Maintenance Responsibility of Village.*** The Village shall be responsible only for the maintenance of the paved roadway area itself, curbs, storm sewers, sanitary sewer mains serving the Association whether or not these mains fall within dedicated rights of way, all water mains (including the service lines from the main to the buffalo box) located within the dedicated right-of-way. Only the portion of the sanitary sewer service lines located within the dedicated right of way shall be the Village's responsibility for maintenance, repair and replacement. The Association hereby dedicates all such water mains and sanitary sewer mains to the Village and the Village hereby accepts said dedication.

5. ***Maintenance Responsibility of Association.*** The Association shall be responsible for maintaining and snow plowing all off-street parking areas, any landscaped islands or medians and decorative street light system which are not in rights-of-way being dedicated. In addition, the following shall be maintained by the Association (or the townhome owner as provided in the Declaration of Covenants and Restrictions, as amended):

- a. Water service line from the buffalo box to the townhome;
- b. Sanitary sewer service line to the townhome located outside of the dedicated right-of-way;
- c. Storm sewer system outside of the dedicated right-of-way;
- d. Detention pond;
- e. Retaining wall;
- f. Street lighting;
- g. Driveways and sidewalks;
- h. Parking areas and islands;
- i. Sprinklers and irrigation systems;

- j. Landscaping; and
- k. Any other infrastructure outside of the dedicated right-of-way.

6. ***Snow Plowing Restrictions.*** The Association will not plow or cause to be plowed snow from common parking areas or private driveways into public right-of-way. The Association hereby acknowledges and understands that as the Village conducts its snow plowing operations, Village snow plowing employees and contractors will push snow onto common parking areas, private drives and landscape islands. Final removal of the plowed snow from these areas will then be the responsibility of the Association.

7. ***Future Improvements.*** The Association acknowledges and understands that the Village shall accept the dedicated streets in their present condition and that any future requests by the Association or any of its members that the streets or rights-of-way be improved with either sidewalks or upgraded or improved street lighting will be considered by the Village only upon adequate assurance that all costs for such improvements will be borne by the Association. The Village shall be responsible for all future maintenance, repair and replacement of the streets.

8. ***Traffic Control and Enforcement.*** It is understood and agreed by the Association that following dedication of the aforesaid streets, said streets, as public streets, will be subject to the jurisdiction of the Village and any other authorized law enforcement authority for purposes of control, regulations and enforcement of all parking and traffic codes, ordinances and statutes.

9. ***Section Headings and Subheadings.*** All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

10. ***Recording.*** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Association.

11. ***Authorization to Execute.*** The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Association and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

12. ***Amendment.*** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

13. ***Counterparts.*** This Agreement may be executed in two or more counterparts each

of which taken together shall constitute one and the same instrument.

14. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

15. **Definition of Village.** When the term Village is used herein, it shall be construed as referring to the corporate authorities of the Village unless the context clearly indicates otherwise.

16. **Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement below which date shall be the effective date of this Agreement.

17. **Notices.** Any notices to the parties relative to this Agreement shall be mailed by certified mail, return receipt requested along with a copy being mailed via first class mail as follows:

If to the Village:

*Village Manager
Village of Orland Park
14700 South Ravinia Drive
Orland Park, Illinois 60462*

And if to the Association:

*Townes of Orland Woods President
With a copy to the Association's Managing Agent
and an additional copy to the Association's registered agent at
their respective addresses.*

Village of Orland Park, an Illinois municipal corporation

By:


Village President

Dated: 3-31, 2007/8

Attest:

By:


Village Clerk

*Townes of Orland Woods Townhome Owners' Association,
an Illinois not-for-profit corporation*

By:


William Eitzen, President

Dated: NOV 6 2007, 2007

Attest:

By:


William Yankovich, Secretary

N:\VOORN\towns of orland woods agreement

That part of Orland Woods P.U.D. (recorded May 11, 1994, Doc. No. 94422384), being a subdivision of part of the East half of the Northwest Quarter of Section 31, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Northwest Corner of Lot 21 of said subdivision; thence North 90°00'00" East, along the North line of said Lot 21, a distance of 153.62 feet to the point of beginning; thence South 00°01'44" East 62.23 feet; thence Southwesterly along a curve concave Northwest, having a radius of 22.25 feet, an arc length of 17.47 feet, a chord that bears South 22°28'16" West, and a chord distance of 17.03 feet; thence South 44°58'15" West, 46.75 feet; thence Southerly along a curve concave East, having a radius of 42.00 feet, an arc length of 59.41 feet, and a Chord that bears South 04°26'59" West, and a chord distance of 54.58 feet; thence South 36°04'17" East, 124.88 feet; thence South 31°26'50" East, 9.38 feet; thence Southerly along a curve concave Southwest, having a radius of 136.00 feet, an arc length of 74.12 feet, a chord that bears south 15°50'06" East, and a chord distance of 73.20 feet; thence south 00°13'21" East, 90.20 feet; thence Southwesterly along a curve concave Northwest, having a radius of 24.07 feet, an arc length of 37.90 feet, a chord that bears South 44°53'19" West, and a chord distance of 34.11 feet; thence South 89°59'58" West, 121.83 feet; thence Southerly along a curve concave Southeast, having a radius of 45.64 feet, an arc length of 73.11 feet, a chord that bears South 44°06'19" West, and a chord distance of 65.54 feet; thence South 01°47'30" East, 8.32 feet; thence Southeasterly along a curve concave Northeast, having a radius of 45.50 feet, an arc length of 95.44 feet, a chord that bears South 61°53'08" East, and a chord distance of 78.88 feet; thence North 58°01'05" East, 144.01 feet; thence Northerly along a curve concave Northwest, having a radius of 48.00 feet, an arc length of 48.92 feet, a chord that bears North 28°49'14" East, and a chord distance of 46.83 feet; thence North 00°22'38" West, 98.57 feet; thence Northerly along a curve concave West, having a radius of 125.00 feet, an arc length of 62.40 feet, a chord that bears North 14°40'38" West, and a chord distance of 61.75 feet; thence North 28°58'38" West, 19.54' thence North 34°32'52" West, 25.80 feet; thence Northerly along a curve concave East, having a radius of 39.20 feet, an arc length of 54.40 feet, a chord that bears North 05°12'42" East, and a chord distance of 50.14 feet; thence North 44°58'16" East, 27.43 feet; thence Northerly along a curve concave West, having a radius of 41.25 feet, an arc length of 64.78 feet, a chord that bears North 00°01'05" West, and a chord distance of 58.33 feet; thence North 45°00'27" West, 45.78 feet; thence Northerly along a curve concave Northeast, having a radius of 20.97 feet, an arc length of 16.41 feet, a chord that bears North 22°35'41" West, and a chord distance of 15.99 feet; thence North 00°10'54" West, 63.00 feet to the North line of Lot 20 of said Subdivision; thence North 90°00'00" West, along the North line of said Lot 20 and also the North line of said Lot 21, a distance of 22.86 feet, to the point of beginning.

Excepting therefrom the following piece of land: Commencing at the Northwest corner of Lot 21 of said Subdivision; thence North 90°00'00" East, along the North line of said Lot 21, a distance of 153.62 feet; thence South 00°01'44" East, 62.23 feet; thence Southwesterly along a curve concave Northwest, having a radius of 22.25 feet, an arc length of 17.47 feet, a chord that bears South 22°28'16" West, and a chord distance of 17.03 feet; thence South 08°37'47" East, 28.99 feet to the point of beginning; thence South 45°31'38" West, 28.96 feet; thence Southerly along a curve concave East, having a Radius of 19.75 feet, an arc length of 28.20 feet, a chord that bears South 04°37'15" West, and a chord distance of 25.87 feet; thence South 36°17'09" East, 27.17

feet; thence Easterly along a curve concave North, having a radius of 19.55 feet, an arc length of 33.63 feet, a chord that bears South 85°34'17" East, and a chord distance of 29.64 feet; thence North 45°08'35" East, 33.42 feet; thence Northerly along a curve concave West, having a radius of 19.50 feet, an arc length of 30.79 feet, a chord that bears North 00°05'03" West, and a chord distance of 27.69 feet; thence North 45°18'40" West, 26.95 feet; thence Westerly along a curve concave South, having a radius of 19.50 feet, an arc length of 30.35 feet, a chord that bears North 89°53'31" West, and a chord distance of 27.37 feet to the point of beginning.

And also excepting therefrom the following piece of land: Commencing at the Northwest corner of Lot 21 of said Subdivision; thence North 90°00'00" East, along the North line of said Lot 21, a distance of 153.62 feet; thence South 00°01'44" East, 62.23 feet; thence Southwesterly along a curve concave Northwest, having a radius of 22.25 feet, an arc length of 17.47 feet, a chord that bears South 22°28'16" West, and a chord distance of 17.03 feet; thence South 44°58'15" West, 46.75 feet; thence Southerly along a curve concave East, having a radius of 42.00 feet, and arc length of 59.41 feet, and a chord that bears South 04°26'59" West, and a chord distance of 54.58 feet; thence South 36°04'17" East, 124.88 feet; thence South 31°26'50" East, 9.38 feet; thence Southerly along a curve concave Southwest, having a radius of 136.00 feet, an arc length of 74.12 feet, a chord that bears South 15°50'06" East, and a chord distance of 73.20 feet; thence South 00°13'21" East, 90.20 feet; thence Southwesterly along a curve concave Northwest, having a radius of 24.07 feet, an arc length of 37.90 feet, a chord that bears South 44°53'19" West, and a chord distance of 34.11 feet; thence South 89°59'58" West, 121.83 feet; thence Southerly along a curve concave Southeast, having a radius of 45.64 feet, an arc length of 73.11 feet, a chord that bears South 44°06'19" West, and a chord distance of 65.54 feet; thence South 71°57'25" East, 26.48 feet to the point of beginning; thence South 21°06'56" East, 8.83 feet; thence Easterly along a curve concave North, having a radius of 19.85 feet, an arc length of 34.90 feet, a chord that bears South 71°29'25" East, and a chord distance of 30.58 feet; thence North 58°08'06" East, 61.97 feet; thence Northerly along a curve concave West, having a radius of 19.52 feet, an arc length of 24.63 feet, a chord that bears North 15°58'08" West, and a chord distance of 18.31 feet; thence South 89°55'38" West, 57.64 feet; thence Southerly along a curve concave Southeast, having a radius of 23.75 feet, an arc length of 46.03 feet, a chord that bears South 34°24'21" West, and a chord distance of 39.16 feet to the point of beginning.