

THIS DOCUMENT PREPARED BY:
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For Recorder's Use Only

INTERGOVERNMENTAL AGREEMENT FOR SHARED PARKING

This INTERGOVERNMENTAL AGREEMENT FOR SHARED PARKING (“Agreement”) is entered into and effective _____, 2010, by and between the **Orland Fire Protection District**, Cook County, Illinois, an Illinois Fire District, and the **Village of Orland Park**, Cook and Will Counties, Illinois, an Illinois municipal corporation.

RECITALS

A. WHEREAS, pursuant to Section 6-306F of the Land Development Code, the Village of Orland Park, Illinois, specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

B. WHEREAS, the Orland Fire Protection District is preparing for an expansion and remodeling construction project which requires it to utilize off-site shared parking agreements to satisfy on-site parking requirements;

C. WHEREAS, the Village of Orland Park Police Department is located approximately one block away from the Orland Fire Protection District and is willing to enter into a shared parking agreement with the Orland Fire Protection District.

D. WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including fire protection districts and municipal corporations, to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power of function not prohibited to them by law or ordinance; and

E. WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes units of local government, including fire protection districts and municipal corporations, to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, the Orland Fire Protection District and the Village of Orland Park agree as follows:

1. The Village of Orland Park, the owner of the property located at 15100 S. Ravinia Avenue, Orland Park, Illinois 60462, agrees to provide the Orland Fire Protection District, the owner of the property located at 9788 W. 151st Street, Orland Park, Illinois 60462, with the right to the use of twenty-four (24) parking spaces Monday, Tuesday, Wednesday, Thursday and Friday from 7:30 a.m. to 7:30 p.m. on property located at 15100 S. Ravinia Avenue, Orland Park, Illinois 60462, as legally described below.

1.1 Applicant: Orland Fire Protection District

Parcel 1:

Legal Description: The West 200 feet of the South 250 feet of the West half of the East half of the Southeast quarter of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 27-09-401-015

Parcel 2:

Legal Description: The North 120 feet of the South 370 feet of the West 200 feet of the East 1/2 of the Southeast 1/4 of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 27-09-401-036

1.2 Party Supplying Parking: Village of Orland Park

Legal Description: The South 719.0 feet of the North 759 feet of the West 567 feet of the East 1/2 of the Northeast 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 27-16-201-004

2. The parking spaces referred to in this Agreement have been determined to conform to current Village of Orland Park standards for parking spaces, and the Parties agree to maintain the parking spaces to meet those standards.

3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by the Orland Fire Protection District, the Orland Fire Protection District will be in violation of the Village of Orland Park Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the

Village in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the Village's Land Development Code in this manner should this circumstance arise. Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the Village be obligated by this Agreement to remedy such breach. The Parties acknowledge that the sole course for the Village if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the Village may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.

5. Title to, and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.

6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the Village.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the Village of Orland Park and written notice of termination of this Agreement has been provided to the other party at least sixty (60) days prior to the termination date.

8. This Agreement shall be kept on file with the Village Clerk's Office and shall be recorded with the Recorder of Deeds of Cook County, Illinois, and on the titles of those properties referenced in paragraph 1 of this document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Applicant:

ORLAND FIRE PROTECTION DISTRICT

DATED: _____ By: _____
Its _____

ATTEST:

Its: _____

Party Supplying Parking:

DATED: _____

VILLAGE OF ORLAND PARK

By: _____
Its _____

ATTEST:

Its: _____