

**AGREEMENT REGULATING THE CONTROL OF MOTOR VEHICLE
TRAFFIC AND PARKING IN THE SOUTHMOOR SUBDIVISION,
VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS**

THIS AGREEMENT made and entered into by and between the VILLAGE OF ORLAND PARK, a home rule municipal corporation of the State of Illinois, (hereinafter referred to as the "VILLAGE") and THE SOUTHMOOR COUNTRY CLUB HOMEOWNER'S ASSOCIATION, an Illinois not-for-profit corporation, by its duly authorized representatives (hereinafter referred to as the "ASSOCIATION"), relative to the private roads and streets in the Southmoor Subdivision, in the VILLAGE.

W I T N E S S E T H:

WHEREAS, Chapter 625, Act 5, Section 11-209.1 of the Illinois Compiled Statutes, authorizes and empowers a municipality to enter into Agreements to regulate and control motor vehicle traffic and parking on private roads and streets in subdivisions containing at least ten (10) apartments or single-family residences within a municipality; and

WHEREAS, the President and Board of Trustees of the VILLAGE deem it necessary for the health, welfare and safety of persons and its citizens to regulate motor vehicle traffic and parking in the Southmoor Subdivision and having been requested by representatives of said subdivision to regulate motor vehicle traffic and parking on said subdivision's private roads and streets.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

1. The VILLAGE hereby agrees to establish by ordinance and enforce existing and future VILLAGE traffic ordinances, enacted pursuant to the Illinois Vehicle Code, Ch. 625, Act 5, Section 1-100, et seq., Illinois Compiled Statutes, as the regulations governing the

movement of motor vehicle traffic and the parking of motor vehicles on the private roads and streets of the Southmoor Subdivision.

2. The ASSOCIATION does hereby agree to erect and post all necessary signs, and provide for all necessary pavement markings, at its own cost and expense for the regulation of motor vehicle parking within and the movement of traffic upon the private roads and streets of the Southmoor Subdivision as is necessary to carry out the aforesaid regulations, and do hereby agree to bear the costs and expense of the maintenance thereof.

3. At least once each calendar year, the VILLAGE shall inspect said private roads and streets to verify that all required signs and pavement makings are in place and properly maintained. If the VILLAGE determines, after said inspection, that additional signs and/or pavement marking are required, or existing signs and/or pavement markings need to be replaced, the VILLAGE shall so notify the ASSOCIATION. If the ASSOCIATION 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 ASSOCIATION for the VILLAGE'S costs in relation thereto, and the ASSOCIATION shall be responsible for the payment of said costs.

4. At least once each calendar year, the VILLAGE shall verify that the ASSOCIATION still represents the subdivision. It shall be the responsibility of the ASSOCIATION to notify the VILLAGE of any change of representation relative to Southmoor Subdivision. Said notice shall be given to the VILLAGE within ten (10) days of any such change.

5. It is further agreed that 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 five (5) years, unless and until canceled 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 this Agreement shall terminate on the thirtieth (30th) day after said notice has been given.

6. Whenever notice is required to be sent to the VILLAGE, it shall be addressed to the Village Clerk of the VILLAGE OF ORLAND PARK, 14700 South Ravinia Avenue, Orland Park, Illinois, 60462, and whenever notice is required to be sent to ASSOCIATION, it shall be addressed as follows:

c/o John C. Voorn, Registered Agent
10759 W. 159th Street, Suite 201
Orland Park, Illinois 60467

All notices shall be sent by certified mail, return receipt requested.

7. Enforcement of VILLAGE traffic ordinances shall be in the sole discretion of the VILLAGE Police Department.

8. The ASSOCIATION hereby agrees to indemnify, defend and save whole and harmless the VILLAGE and its officers, employees and agents from any and all loss or liability and related expenses (including attorney's fees) of any kind which arise out of, or as a consequence, of the performance of this Agreement.

9. The ASSOCIATION shall, upon execution hereof by the ASSOCIATION, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns (the "Additional Insureds") as Additional Insureds to the ASSOCIATION's General Liability policy by appropriate endorsement. Such coverage shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverage afforded under the ASSOCIATION'S General Liability insurance policy shall be primary and non-contributory to any insurance carried independently by the Additional Insureds. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General Liability insurance. Certificates of insurance must state that the insurer shall provide the VILLAGE within thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the ASSOCIATION

in full force and effect during the life of this Agreement. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of this Agreement. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the ASSOCIATION of these obligations to provide insurance.

The General Liability insurance to be provided by the ASSOCIATION shall be in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00).

10. Upon the execution of this Agreement, the parties hereto do hereby certify that each has passed a proper resolution/ordinance authorizing the execution and ratifying the terms and provisions of this Agreement.

11. Upon the execution of this Agreement, it may be recorded with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2012.

VILLAGE OF ORLAND PARK,
an Illinois home rule municipal corporation

By: _____
Village President

Attest:

Village Clerk

SOUTHMOOR COUNTRY CLUB
HOMEOWNER'S ASSOCIATION,
an Illinois not-for-profit corporation

By: _____
President

Attest:

Secretary