

Prepared By and
After Recording Return To:
E. Kenneth Friker
On behalf of the Village of Orland Park
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia- Suite 10
Orland Park, IL 60462

For Recorder's Use Only

**WATER SUPPLY SERVICE AND
RIGHT-OF-WAY DEDICATION AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into by and among the Village of Orland Park ("Village"), an Illinois home rule municipal corporation, the South Cook County Mosquito Abatement District ("District"), an Illinois body corporate and politic, Chicago Title Land Trust Company, Successor Trustee to Standard Bank & Trust Company as Trustee Under Trust Agreement Dated June 30, 1998 and known as Trust No. 15981 ("Trustee") and Jakub S. Bachleda and Grace B. Bachleda, as Trustees under the Trust Agreement dated the 20th day of August, 2025, known as the Bachleda Family Trust ("Bachleda"). Together, the Village, District, Trustee and Bachleda may be referred to as the "Parties" and each individually as a "Party".

WITNESSETH:

WHEREAS, the Village owns and operates a water supply and distribution system supplying water to users within, and in certain limited situations outside of, the corporate limits of the Village; and

WHEREAS, the District is the legal titleholder to the real estate (legally described in EXHIBIT A attached hereto and made a part hereof, Bachleda is the legal title holder to the real

estate legally described in EXHIBIT B attached hereto and made a part hereof and the Trustee is the legal title holder to the real estate legally described in EXHIBIT C attached hereto and made a part hereof; and

WHEREAS, the District, Trustee and Bachleda are each willing to dedicate to the Village, or the Illinois Department of Transportation ("IDOT") as may be required, the north sixty feet (60') of their respective parcels of real estate for public right-of-way to accommodate the widening and improvement of 143rd Street; and

WHEREAS, the Village, in cooperation with IDOT, in planning for the widening and improvement of 143rd Street, which street abuts on the north the real estate legally described in EXHIBITS A, B and C; and

WHEREAS, the District, the Trustee and Bachleda each desire their respective parcels of real estate to be served by and connected to the Village's water supply and distribution system; and

WHEREAS, the District at its sole cost, expense and liability is willing to design and construct water service lines connecting to the Village's sixteen inch (16") water main adjacent to the west property line of the Trustee's real estate (legally described in EXHIBIT C) so that the District's parcel of real estate will be served by a two inch (2") water service line, the Bachleda's parcel of real estate will be served by a one and one-half inch (1-1/2") water service line and the Trustee's parcel of real estate will be served by a one inch (1") water service line, said water service lines to be located within the sixty feet (60') of right-of-way to be dedicated by the District, Trustee and Bachleda.

Article 1. Incorporation of Recitals.

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Dedication of 143rd Street Right-of-Way.

The District, Trustee and Bachleda will each dedicate the north sixty feet (60') of their respective parcels of real estate (i.e., EXHIBITS A, B and C) to the Village, or IDOT as directed by the Village, as public right-of-way for the widening and improvement of 143rd Street. The dedication or dedications shall be accomplished by the execution of Plats of Dedication prepared by the District at its expense and recorded after execution by all Parties by the Village with the Recording Division of the Cook County Clerk's office. No connection to the Village's sixteen inch (16") water main will be allowed until the Plats of Dedication have been executed and recorded.

Article 3. Scope of Water Connection Work.

1. The work contemplated by this Agreement will include the design and construction of a water line or lines connecting, using stainless steel connections, to the Village's sixteen inch (16") water main adjacent to the west property line of the Trustee's real estate legally described in EXHIBIT C so as to provide a two inch (2") water service line to the District's parcel of real estate (EXHIBIT A), a one and one-half inch (1-1/2") water service line to the Bachleda parcel of real estate (EXHIBIT B) and a one inch (1") water service line to the Trustee's parcel of real estate (EXHIBIT C) (the "Project").

2. The District, at its sole cost and expense, will pay for construction, repairs and prepare construction drawings, specifications and details ("Construction Documents") for the Project. The Village will review and provide written comments to the District within thirty (30) calendar days of receipt, and the District will incorporate the Village's review comments into the Construction Documents.

3. Upon award of any Project-related construction contracts by the District, the District

will provide monthly updates to the Village as to construction progress.

4. After construction, the District will (1) provide the Parties with copies of as-built drawings and related Project documentation, including any addenda, change orders and field changes; and (2) backfilling and resurfacing any opening to as nearly as possible to the same condition as existed when said opening was made (including reinstalling removed fencing, if any), provided that the District shall be obligated to restore landscaping and grass which was destroyed upon entry.

5. Although the Village will review and approve the Construction Documents, the District bears sole responsibility for the overall cost, safety, expense and payment for the Project, which the District will construct in accordance with the final Construction Documents and all applicable Village Codes and ordinances.

6. The Village will require a payment bond and performance bond, or letters of credit, for all Project-related construction contracts in accordance with Section 5-112.E. of the Village's Land Development Code.

7. The water service lines to be constructed and installed as part of the Project contemplated by this Agreement shall, upon acceptance thereof by the Village, become the property of the Village and be integrated with the municipal water facilities now in existence or hereafter constructed, and the Village agrees to maintain said improvements from the buffalo box to the water main. Acceptance of said public improvements shall occur without unreasonable delay by resolution of the President and Board of Trustees after the Village Engineer or Village Engineer Consultant has issued his/her Certificate of Inspection affirming that the improvements have been constructed in accordance with approved engineering plans and specifications and the Construction Documents.

8. The Village shall, without a connection charge paid by the District, permit connection of the aforementioned water service lines to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village, or outside of the Village, in accordance with Village Codes and ordinances. A Party connecting to the Village water main shall be responsible for payment of all Village water billing and for purchasing and installing the required water meter and "buffalo box". The Parties owning the real estate described in EXHIBITS A, B and C shall be responsible for all maintenance of the installed water service lines and appurtenances from the buffalo box to any building on the Party's real estate, until formal acceptance thereof is provided by the Village. Acceptance of said improvements shall occur without unreasonable delay by resolution of the President and Board of Trustees after the Village Engineer or Village Engineer Consultant has issued his/her Certificate of Inspection affirming that the improvements have been constructed in accordance with approved engineering plans and specifications and the Construction Documents.

9. If, during the term of this Agreement, any Party fails to comply with any of the provisions contained in this Agreement, any other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, the Agreement will proceed and continue in full force. If no resolution is reached, the Agreement will be deemed terminated. In the event of termination of this Agreement for any reason, the Parties shall take all necessary actions to restore each Party to the position it occupied prior to the execution of this Agreement. Each Party shall return to the other any consideration, property, or benefits received under this Agreement, and no Party shall have any further obligations hereunder.

Article 4. Effective Date.

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 5. Duration.

Subject to the terms and conditions of Article 3 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 6. Non-Assignment.

No Party may assign its or their rights or obligations under this Agreement without the prior written consent of the other Parties.

Article 7. Indemnification.

The District will defend, indemnify, and release from liability the Village, its Board of Trustees, officers, employees, and other agents (“Village Parties”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney’s fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Village Parties and arise out of or are in any way related to the design, construction, operation, or maintenance of the Project that is the subject of this Agreement, prior to formal acceptance of the Project improvements by the Village.

Article 8. Representations of the Village.

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 9. Representations of the Non-Village Parties.

Each non-Village Party covenants, represents, and warrants as follows:

1. Each non-Village Party has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the non-Village Party are duly authorized to sign on behalf of and to bind the non-Village Party; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the non-Village Party or any instrument to which the non-Village Party is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 10. Disclaimers.

This Agreement is not intended, nor will it be construed, to confer any rights, privileges,

or authority not permitted by Illinois law.

Article 11. Waivers.

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 12. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 13. Necessary Documents.

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the District will provide all other Parties with a full-sized copy of "As-Built" drawings for

the Project.

Article 14. Compliance with Applicable Laws and Deemed Inclusion of Same.

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Illinois Prevailing Wage Act and the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.

3. The District agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

4. The Trustee shall provide to the Village a disclosure of the name, address and interest in Trust No. 15981 as required pursuant to 765 ILCS 405/0.01, et seq.

Article 15. Entire Agreement.

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations

may be implied that are not expressly set forth in this Agreement.

Article 16. Amendments.

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 17. References to Documents.

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 18. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendment will be governed by, and construed and enforced in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

2. The rights and remedies of each Party or the Village will be cumulative, and election by any Party of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 19. Notices.

1. Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth in Article 20 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be

deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient.

2. The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 20 of this Agreement, unless otherwise specified and agreed to by the Parties.

Article 20. Representatives.

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the District:

President
South Cook County Mosquito Abatement
District
15500 Dixie Hwy
Harvey, IL 60426
Phone: (708) 333-4120
Email: celston@sccmad.org

For the Village:

Village Manager
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
Phone: 708-403-6151
Email: gkoczwarra@orlandpark.org

For the Trustee:

Chicago Title Land Trust Company
c/o Trust No. 15981
10 S La Salle St Suite 2750
Chicago, IL 60603

For Bachleda:

Jakub and Grace Bachleda
10935 W 143rd St
Orland Park, IL 60467-1917

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 21. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.

3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

The South Cook County Mosquito Abatement District, and the Village of Orland Park have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

[Signature Pages Follow]

Village of Orland Park

By: George Koczwara, Village Manager

Date: _____

ATTEST:

Mary Ryan Norwell, Village Clerk

Date: _____

South Cook County Mosquito
Abatement District

By: Charles Elston, President

Date: Oct 25, 2025

ATTEST:

Charles Elston
CHARLES ELSTON Secretary

Date: 10-25-25



Chicago Title Land Trust Company
Successor Trustee to Standard Bank & Trust
Company as Trustee Under Trust Agreement
dated June 30, 1998, and known as
Trust No. 15981

By: MARTHA LOPEZ Trust Officer

Date: October 20, 2025

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely as Trustee and not personally. No liability, civil or personal responsibility is assumed by it and it may not be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Jakub S. Bachleda and Grace B. Bachleda, as
Trustees under the Trust Agreement dated the
20th day of August, 2025, known as the
Bachleda Family Trust

Jakub Bachleda, Trustee

Grace Bachleda, Trustee

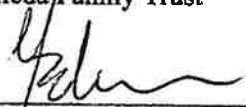
Date: _____

Chicago Title Land Trust Company
Successor Trustee to Standard Bank & Trust
Company as Trustee Under Trust Agreement
dated June 30, 1998, and known as
Trust No. 15981

By: _____
_____, _____ Trust Officer

Date: _____

Jakub S. Bachleda and Grace B. Bachleda, as
Trustees under the Trust Agreement dated the
20th day of August, 2025, known as the
Bachleda Family Trust

 TRUSTEE

Jakub Bachleda, Trustee

 Trustee

Grace Bachleda, Trustee

Date: 10.23.2025

EXHIBIT A

THE EAST 6 ACRES OF THE WEST 10 ACRES OF THE EAST 16 ACRES OF THE WEST 50 ACRES OF THE NORTH 60 ACRES OF THE NORTHWEST 1/4 (EXCEPT FROM SAID TRACT THE SOUTH 250 FEET THEREOF AND EXCEPT FROM SAID TRACT THE NORTH 125 FEET OF THE SOUTH 375 FEET OF THE WEST 22 FEET) OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

THE EAST 2 ACRES OF THE WEST 4 ACRES OF THE EAST 16 ACRES OF THE WEST 50 ACRES OF THE NORTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

PREVIOUS TAX ID: 27-08-100-008:

THE EAST ONE ACRE OF THE WEST 34 ACRES OF THE NORTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PREVIOUS TAX ID: 27-08-100-009:

THE WEST 2 ACRES OF THE EAST 16 ACRES OF THE WEST 50 ACRES OF THE NORTH 60 ACRES (EXCEPT THAT PART OF SAID PREMISES FALLING IN 143RD STREET) IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMBINED PARCELS INTO TAX ID: 27-08-100-069:

THE EAST ONE ACRE OF THE WEST 34 ACRES NORTH 60 ACRES TOGETHER WITH THE WEST 2 ACRES OF THE EAST 16 ACRES OF THE WEST 50 ACRES OF THE NORTH 60 ACRES (EXCEPT THAT PART OF SAID PREMISES FALLING IN 143RD STREET) ALL IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.