

VILLAGE OF ORLAND PARK

Ordinance No: _____

AN ORDINANCE AUTHORIZING LIMITED TENANT POST-POSSESSION OF A PORTION OF THE ORLAND PLAZA SHOPPING CENTER BY THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Orland Park (the "Village") is a home rule municipality organized and existing under the provisions of the Illinois Constitution, Article 7, Section 6; and

WHEREAS, the Village is authorized and empowered by its constitutional home rule authority to acquire property that is useful, advantageous or desirable for municipal purposes or for the public health, welfare and safety; and

WHEREAS, on September 16, 2008, the Village filed a Complaint for Condemnation in the Circuit Court of Cook County, Illinois under Case No. 08 L 050965 (the "Condemnation Proceedings") in order to acquire certain fee simple, permanent easement and temporary easement interests over certain portions of the 7.13 acre site commonly known as the Orland Plaza Shopping Center ("Orland Plaza"); and

WHEREAS, on September 15, 2011 a Final Judgment Order and Settlement Agreement and Mutual Release of Claims ("Settlement Agreement") were entered in the Condemnation Proceedings requiring a number of tenants located within the Orland Plaza, including tenant, Bloomingfield's Florist, Inc., to fully vacate and relinquish possession of their respective leasehold spaces within the Orland Plaza by February 14, 2012; and

WHEREAS, Bloomingfield's Florist, Inc. has requested that the Village allow it to retain certain defined and limited post-possessory rights to its existing tenant space (9636 West 143rd Street) up through March 14, 2012, as Bloomingfield's Florist, Inc. and its owner, Lawrence A. Zona, will suffer extreme hardship to their business operations, as they are unable to relocate and begin business operations within their new tenant space prior to the February 14, 2012 deadline set forth within the Settlement Agreement; and

WHEREAS, Village staff has reviewed the request for limited post-occupancy possession up through March 14, 2012, and recognizing that the tenant space occupied by Bloomingfield's Florist, Inc. is not within the proposed Ravinia Avenue right-of-way, Village staff has determined that allowing Bloomingfield's Florist, Inc. limited post-occupancy possession up through March 14, 2012, will not detrimentally impact the Village's intended use and development of the Orland Plaza; and

WHEREAS, the Village attorneys and the attorneys for Bloomingfield's Florist, Inc. have negotiated the specific terms and conditions of the limited post-possession, and have documented

those terms and conditions within the Holdover Agreement attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, as requested by the Village, Bloomingfield's Florist, Inc. has also provided the Village with a hardship letter, a request to use relocation letter and an estoppel letter, copies of which are attached hereto and incorporated herein as **Group Exhibit B**; and

WHEREAS, as has been done since the filing of the Condemnation Proceedings, the Village continues to desire to make every reasonable effort to accommodate the concerns and hardships confronted by the tenants within the Orland Plaza, provided that such accommodation is formally documented and does not restrict the Village's intended use and development of the Orland Plaza.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Illinois as follows:

1. That the recitals set forth above are hereby adopted and incorporated into this Ordinance.
2. That the President and Board of Trustees of the Village desire to assist Bloomingfield's Florist, Inc. and Mr. Zona in their orderly transition to their new relocation space, and to minimize any hardship on their ongoing business operations, recognizing that the requested limited post-possession will not detrimentally impact the Village's intended use and development of the Orland Plaza.
3. That the President and Secretary of the Board of Trustees of the Village be, and hereby are, therefore authorized to sign and attest to the Holdover Agreement attached hereto and incorporated herein as Exhibit A.
4. That the attorneys and staff of the Village are hereby authorized to take all necessary actions and steps to implement, carry out and enforce all terms and conditions set forth within the Holdover Agreement, or resulting from the execution of the Holdover Agreement.
5. If any section, paragraph, or provision of this Ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any remaining provisions of this Ordinance.
6. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed only to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of
Orland Park, Illinois this _____ day of _____, 2012.

David P. Maher, Village Clerk

Aye:

Nay:

Abstain:

DEPOSITED in my office this _____ day of _____, 2012

David P. Maher, Village Clerk

APPROVED this _____ day of _____, 2012

Daniel J. McLaughlin, Village President

HOLDOVER AGREEMENT

This HOLDOVER AGREEMENT ("Agreement") is entered into by and between the VILLAGE OF ORLAND PARK, an Illinois Home Rule Municipal Corporation ("VILLAGE"), 14700 South Ravinia Avenue, Orland Park, Illinois 60462 and BLOOMINGFIELD'S FLORIST, INC., an Illinois corporation and LAWRENCE A. ZONA, Individually (collectively "TENANT"), 9636 West 143rd Street, Orland Park, Illinois 60462. The VILLAGE and TENANT are hereafter sometimes individually referred to as a "Party" or collectively referred to as the "Parties".

RECITALS

A. On September 16, 2008, the VILLAGE filed a Complaint for Condemnation in the Circuit Court of Cook County, Illinois under Case No. 08 L 050965 (the "Condemnation Proceedings") in order to acquire certain fee simple, permanent easement and temporary easement interests. For purposes of this Agreement, these collective real estate interests are referred to as the ("Condemnation Property").

B. The Condemnation Property is part of an overall larger holding of real estate currently improved with a shopping center which is commonly known as the Orland Plaza Shopping Center ("Orland Plaza").

C. TENANT currently leases 9636 West 143rd Street, Orland Park, Illinois 60462 ("Tenant Space") from the current owner of the Condemnation Property, ORLAND PARK BUILDING CORPORATION, an Illinois corporation ("OPBC"). The monthly rent payable by TENANT under its lease with OPBC is Three Thousand Eight Hundred Fifty Dollars (\$3,850.00).

D. On September 15, 2011, a Final Judgment Order was entered in the Condemnation Proceedings requiring TENANT (and a number of tenants), to fully vacate and relinquish possession of the Tenant Space by February 14, 2012, the date the VILLAGE will become vested with title to the Condemnation Property.

E. TENANT has requested that the VILLAGE allow TENANT to retain certain defined and limited post-possessionary rights to the Tenant Space as detailed herein, which shall commence as of February 14, 2012, and be subject to the terms and conditions set forth below.

F. TENANT acknowledges that during the period of post-possession, the VILLAGE shall be undertaking construction and other related activities on the Condemnation Property, Orland Plaza and the parking lot servicing the Orland Plaza. TENANT further acknowledges and agrees that the VILLAGE shall have the authority to undertake these activities on all areas located outside of the Tenant Space, as the VILLAGE, in its sole discretion, deems fit, regardless of the perceived impact of those activities on the Tenant Space. Notwithstanding the foregoing, the VILLAGE's activities shall not prevent TENANT from utilizing 17 parking spaces in the parking lot at the Orland Plaza at a location as close as possible to the Tenant Space (it is expressly understood that the parking spaces will not be dedicated or exclusive to TENANT), and shall not obstruct the entrances and exits of the Tenant Space, including the loading dock, during the post-possession period. Furthermore, the VILLAGE agrees that it shall not prevent

vehicular and pedestrian access to the Tenant Space, including the loading dock, during the period of post-possession.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TENANT is authorized to continue operations within the Tenant Space from February 14, 2012 up through midnight on March 14, 2012 (the "Post-possession Period") without any payment of rent to the VILLAGE. TENANT shall not sublease any portion of the Tenant Space to any other entity or individual. By midnight on March 14, 2012, TENANT shall remove any and all items of personalty and debris from the Tenant Space and shall deliver full and exclusive possession of the Tenant Space in broom clean condition to the VILLAGE. TENANT agrees to reasonably cooperate with the VILLAGE concerning turnover of the Tenant Space in a safe and orderly fashion.
2. During the course of the Post-possession Period, TENANT shall not cause to be placed upon or within the Tenant Space, the Condemnation Property or the Orland Plaza any liens, additional structures, buildings or other improvements, however, TENANT shall be entitled to make those repairs necessary to the existing structures, buildings or improvements within the Tenant Space which are necessary to maintain them in a safe condition. TENANT shall be allowed to contract for garbage and snow removal, if necessary, during the Post-possession Period, with the express caveat that such activities shall not unreasonably interfere with the VILLAGE's use of the Condemnation Property or the Orland Plaza.
3. TENANT hereby warrants that TENANT shall not cause, nor allow to be caused, by anyone acting on TENANT's behalf, including third parties TENANT contracts with during the Post-possession Period, any destruction, environmental contamination, pollution, or create or allow to be created any environmental liability on or within the Tenant Space, the Condemnation Property or the Orland Plaza during the Post-possession Period. TENANT agrees to fully defend, indemnify and hold harmless the VILLAGE for any claims, damages, causes of action, expenses, fines, penalties, losses or liability of any kind arising out of, connected with or incidental to, TENANT's use or occupancy of the Tenant Space, the Condemnation Property or the Orland Plaza during the Post-possession Period, inclusive of indemnification of all reasonable costs and attorney fees incurred by the VILLAGE in responding to, or defending, any such claims.
4. TENANT additionally agrees to fully defend, indemnify and hold harmless the VILLAGE for any claim made against the VILLAGE for personal or other injuries or property damage arising out of, connected with or incidental to, TENANT's, or third parties acting on TENANT's behalf, including parties TENANT contracts with during the Post-possession Period, use or occupancy of the Tenant Space, Condemnation Property or Orland Plaza during the period of the Post-possession Period, including indemnification of all reasonable attorney fees and costs incurred in responding to, or defending, any such claims. Notwithstanding the foregoing, TENANT is not required to defend, indemnify or hold harmless the VILLAGE against

allegations of acts of wrongdoing or negligence by the VILLAGE, their employees, agents or representatives, or for claims arising from the negligence of the VILLAGE, their employees, agents or representatives.

5. The VILLAGE shall have the reasonable right of entry into the Tenant Space during the Post-possession Period. This reasonable right of entry shall be limited to the right to enter the Tenant Space for purposes of examining the Tenant Space to determine compliance with the terms and conditions set forth in this Agreement. In the event that such inspection reveals non-warranted and unpermitted acts in contravention with the Post-possession Period terms, conditions or restrictions, appropriate action will be taken by the VILLAGE, including the option to terminate the Post-possession Period and retain the full amount of the monetary security described in paragraph 9 of this Agreement.

6. It is expressly understood that TENANT shall be solely responsible for the payment of all insurance and utilities for the Tenant Space during the Post-possession Period. Regarding insurance, TENANT shall be responsible for maintaining comprehensive general liability insurance on the Tenant Space in the amount of the TENANT's current liability insurance which is \$1,000,000, or such other amount as reasonably deemed acceptable to the VILLAGE, for the entire term of the Post-possession Period. The VILLAGE shall be named as an additional insured on the policy, and a copy of the certificate of insurance shall be provided to the VILLAGE prior to the VILLAGE's execution of this Agreement.

7. During the Post-possession Period, TENANT waives any claims against the VILLAGE for damage, vandalism or other destruction of the Tenant Space or the improvements and contents located thereon, except as caused by the VILLAGE.

8. TENANT acknowledges that during the Post-possession Period, the VILLAGE shall be undertaking construction and other related activities on the Condemnation Property, Orland Plaza and the parking lot servicing the Orland Plaza. TENANT further acknowledges and agrees that the VILLAGE shall have the authority to undertake these activities on all areas outside of the Tenant Space, as the VILLAGE, in its sole discretion, deems fit, regardless of the perceived impact of those activities on the Tenant Space. Notwithstanding the foregoing, the VILLAGE's activities shall not prevent TENANT from utilizing 17 parking spaces in the parking lot at the Orland Plaza at a location as close as possible to the Tenant Space (it is expressly understood that the parking spaces will not be dedicated or exclusive to TENANT), and shall not obstruct the entrances and exits of the Tenant Space, including the loading dock, during the post-possession period. Furthermore, the VILLAGE agrees that it shall not prevent vehicular and pedestrian access to the Tenant Space, including the loading dock, during the period of post-possession.

9. If any items of personalty remain in the Tenant Space after expiration of the Post-possession Period, said personalty shall become the property of the VILLAGE.

10. In lieu of a cash security deposit, TENANT has requested and authorized the VILLAGE to be able to deduct the sum of Seven Thousand Seven Hundred Dollars (\$7,700.00) from the relocation assistance TENANT is receiving from the VILLAGE (the "Security") in order to secure TENANT's full performance of all obligations imposed upon TENANT under

this Agreement. The VILLAGE expressly reserves the right to deduct and retain the full amount of the Security in the event of TENANT's breach of any obligation imposed upon TENANT under this Agreement. Assuming TENANT has fully satisfied all obligations, the Security shall be returned on or within fourteen (14) days after full possession of the Tenant Space has been tendered to the VILLAGE.

11. The Parties agree that the court in the Condemnation Proceeding shall retain jurisdiction to enforce the terms of this Agreement.

12. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and of the final, complete and exclusive expressions of the terms and conditions hereof. All prior agreements, representations, negotiations and understandings of the Parties whether oral, written, expressed or implied are superseded and merged herein.

13. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by all Parties.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

15. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter.

16. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs of litigation.

17. Except for the potential deduction of relocation assistance as requested and authorized by TENANT as set forth in paragraph 9 of this Agreement, nothing within this Agreement shall impact the rights TENANT may have under the Federal Relocation Assistance and Real Property Acquisition Policies Act and the Eminent Domain Act, 735 ILCS 30/10-5-62.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement by setting forth the authorized signatures appearing below:

VILLAGE OF ORLAND PARK, an Illinois Home
Rule Municipal Corporation

BY: _____

ITS: _____

Date _____

BLOOMINGFIELD'S FLORIST, INC., an Illinois corporation

BY:

ITS:

Date

LAWRENCE A. ZONA, Individually

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (708) 403-0385 Fax: (708) 403-0580

KURLAND INSURANCE AGENCY
15040 S. RAVINIA AVENUE, SUITE 4S
ORLAND PARK IL 60462

CONTACT NAME Kurland Insurance Agency

PHONE (708) 403-0385

FAX (708) 403-0580

EMAIL kagency@kurlandinsurance.com

PRODUCER 31230

INSURED BLOOMINGFIELD'S FLORIST AND HOME ACCENTS, INC

9638 W. 143RD ST.
ORLAND PARK IL 60462

INSURER(S) AFFORDING COVERAGE

INSURER A CITIZENS INSURANCE COMPANY OF AMERICA

NAIC #

INSURER B MASS BAY

22300

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER: 16461

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SLUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY			OBC3400881	07/16/11	07/16/12	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTALS \$ 300,000
							VED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPOUND AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO ☐ LOC ☐						
A	AUTOMOBILE LIABILITY						
	ANY AUTO			OBC3400881	07/16/11	07/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAE						\$
	EXCESS LIAE						\$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WDC3405669	07/16/11	07/16/12	OWB LTHL ☐ OTH EX ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in IL)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	(If yes, describe under DESCRIPTION OF OPERATIONS below)						E.L. DISEASE-EA EMPLOYEE \$ 100,000
							E.L. DISEASE-POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK
14700 S RAVINIA
ORLAND PARK IL 60462

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles H. Kurland
Charles H. Kurland

ACORD 25 (2009/08)

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LAW OFFICES

RYAN AND RYAN
33 NORTH DEARBORN STREET
SUITE 1530
CHICAGO, ILLINOIS 60602

WILLIAM E. RYAN
TIMOTHY J. RYAN
TERRENCE D. MCCABE
LAUREN E. RYAN
MICHAEL W. RYAN

312/236-1386
FAX NO. 312/236-2556

By Email and Regular U.S. Mail

January 30, 2012

Ms. Rachel K. Robert
Day & Robert, P.C.
300 E. Fifth Ave., #365
Naperville, Illinois 60563

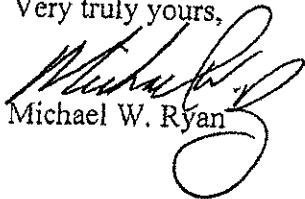
Re: Orland v. OPBC, et al. - Case No: 2008 L 050965

Dear Rachel:

As you are aware, Mr. Larry Zona of Bloomingfield's Florist has requested that the Village of Orland Park ("Village") allow Bloomingfield's Florist, Inc. to continue to occupy his existing leasehold space within the Orland Plaza Shopping Center up through March 14, 2012, notwithstanding the fact that the Final Judgment Order entered in the above-referenced condemnation proceeding requires Mr. Zona to fully vacate and relinquish possession of the leasehold space by February 14, 2012.

Mr. Zona requires this post-possession period through March 14, 2012 for two reasons. First, Valentine's Day is a big holiday for Mr. Zona's business. He cannot afford to forgo the income generated from this holiday if he is required to move from Orland Plaza Shopping Center by February 14, 2012. Second, Mr. Zona was in a bicycle accident, and the physical therapy and doctor appointments have delayed his ability to sign a new lease at a new location. Additionally, he was in the hospital for few days and in a sling for twelve weeks thereafter. He was unable to drive his car until November 2011. This additional post-possession month will allow him time to secure a new lease at a new location. Mr. Zona will vacate and relinquish possession of the existing leasehold space by midnight on March 14, 2012.

Very truly yours,


Michael W. Ryan

GROUP EXHIBIT B
to Ordinance

Bloomington's Florist
9636 W. 143rd St.
Orland Park, IL 60462

January 30, 2012

Ms. Karie Friling
Director, Development Services Department
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

RE: Village of Orland Park v. Orland Park Building Corporation, et al.
Cook County Case No. 2008 L 050965
Request to Withhold Village Relocation Assistance Proceeds

Dear Ms. Friling:

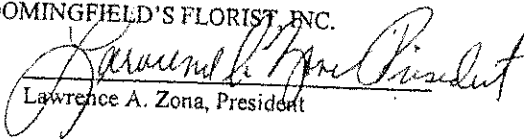
As you are aware, I have requested that the Village of Orland Park ("Village") allow Bloomington's Florist, Inc. to continue to occupy its existing leasehold space within the Orland Plaza Shopping Center up through March 15, 2012, notwithstanding the fact that the Final Judgment Order entered in the above-referenced condemnation proceeding requires me to fully vacate and relinquish possession of the leasehold space by February 14, 2012.

In order to obtain continued possession of the leasehold space up through March 15, 2012, the Village has required that I execute a Holdover Agreement which requires monetary security in the amount \$7,700 to ensure that I comply with all terms, conditions and obligations within the Holdover Agreement. As opposed to having to deposit with the Village cash in the amount of \$7,700, I hereby request and authorize the Village to deduct the \$7,700 from the relocation assistance proceeds to which I am entitled to serve as my monetary security as required within Holdover Agreement. I additionally represent to the Village that withholding the \$7,700 from my relocation assistance proceeds will not create a hardship or prevent me from accomplishing my move of Bloomington's Florist, Inc.

Very truly yours,

BLOOMINGTON'S FLORIST, INC.

BY:


Lawrence A. Zona, President

Day & Robert, P.C.

ATTORNEYS AT LAW

300 E. 5th Avenue
Suite 365
Naperville, Illinois 60563
630-637-9811
Fax 637-9814

SCOTT M. DAY
RACHEL K. ROBERT
CHRISTINA M. MORRISON

ROBERT G. BLACK
KELLI M. SMITH
Of Counsel

January 27, 2012

VIA EMAIL AND REGULAR MAIL
mryan@ryanryanlaw.com

Mr. Michael W. Ryan
Ryan and Ryan
Suite 1530
33 North Dearborn Street
Chicago, Illinois 60602

RE: Village of Orland Park v. Orland Park Building Corporation, et al.
Cook County Case No. 2008 L 050965
Estoppel Letter: Real Estate Taxes/Assessments – Holdover Agreement

Dear Mike:

As you are aware, we have prepared a Holdover Agreement for your client, Bloomingfield's Florist, Inc. in this case. At your request, and in recognition that you may be forced to litigate the recovery of real estate taxes with OPBC, we have agreed to delete language from paragraph 6 of the Agreement (in our draft dated 12-13-11) specifying that the Tenant was solely responsible to pay not only the insurance and utilities during the post-possession period, but also all "assessments or other charges of any kind". We have agreed to delete the language based upon your insistence that payment or any such assessments or other charges are already covered within paragraph 3 of the Agreement, which includes the following:

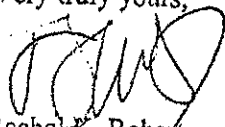
"TENANT agrees to fully defend, indemnify and hold harmless the VILLAGE for any claims, damages, causes of action, expenses, fines, penalties, losses or liability of any kind arising out of, connected with or incidental to, TENANT's use or occupancy of the Tenant Space...during the Post-possession Period..."

Mr. Michael W. Ryan
Page 2
January 27, 2012

By execution and return to our office of this Estoppel Letter, we simply want to confirm your position that the Tenant will be responsible for paying any and all assessments and real estate taxes assessed against the Condemnation Property, if any, as a result of any post-possession occupancy of the Condemnation Property which results either in an exemption being denied, or some other real estate tax liability being assessed against the Village.

We thank you for your anticipated cooperation. Should you have any questions, please free to call.

Very truly yours,


Rachel K. Robert

RKR:kg

AGREED:


Michael W. Ryan
Attorney for Bloomingfield's Florist, Inc.

1/30/12
Date