

## **AGREEMENT**

This Agreement is entered into by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois (the "Village") and DR. FORTUNEE MASSUDA (hereinafter referred to as "Massuda") this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**WHEREAS**, Massuda is the beneficial owner of certain property located at 9645 W. 143<sup>rd</sup> Street, Orland Park, Illinois, and legally described in EXHIBIT A, attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, the Village of Orland Park has initiated negotiations with Massuda to acquire right-of-way, a temporary construction easement and a permanent public utility easement relating to a portion of the Premises; and

**WHEREAS**, the Village has determined that it is necessary and appropriate to acquire the entire Premises; and

**WHEREAS**, the Village and Massuda have agreed that FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) is the purchase price to be paid for fee simple title to the entire Premises; and

**WHEREAS**, the Village and Massuda have agreed that the acquisition of the Premises by the Village is subject to and contingent upon, at the Village's option, an environmental inspection that reveals environmental conditions that are satisfactory to the Village; and

**WHEREAS**, the Village wishes to accommodate Massuda and allow Massuda to remain on the Premises for a certain period of time after the Village acquires fee simple title to the entire Premises;

**NOW THEREFORE**, in exchange for the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Village will adopt an ordinance authorizing the acquisition of the entire Premises.
2. The Village will allow Massuda to remain on the Premises rent-free for a maximum of one (1) year from the date of the closing of the Village's purchase of the Premises.
3. After the termination of rent-free occupancy by Massuda, whether by expiration of the rent-free one (1) year period or earlier vacation of the Premises by Massuda, Massuda will vacate the Premises and will yield up immediate possession of the Premises to the Village. At the expiration of the rent-free one (1) year period, or the earlier vacation of the Premises by Massuda, the Village shall have the right to enter the Premises and forcibly remove Massuda, and/or anyone other than a lawful tenant holding or possessing all or any part of the Premises under or through Massuda, without further notice of process of law, and without prejudice to any other remedies that may be available to the Village.
4. Massuda will obtain at her expense a comprehensive liability and property damage insurance policy suitable to the Village naming the Village as an additional insured and covering the time that Massuda remains on the Premises.
5. Massuda covenants and agrees that Massuda will protect and save and keep the Village forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Massuda or those holding under Massuda, and that Massuda will at all times protect, indemnify and save and keep harmless the Village against and from any and all loss, cost, damage or

expense, including without limitation attorneys' fees and costs, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Village against and from any and all claims and against and from any and all loss, cost, damage or expense, including without limitation attorneys' fees and costs arising in any way out of Massuda's use of or presence on the Premises.

6. Massuda shall pay all charges for light, heat, fuel, power, water and utilities furnished or supplied to or on any part of the Premises until such time as the Village takes possession of the Premises.

7. Massuda agrees to keep the Premises in as good repair as the same currently are, and agrees that no unlawful activity or activity that could be deemed to be extra hazardous shall be conducted thereon.

8. Massuda agrees not to make any contract for construction, repair, or improvements on, in, of or to the Premises, or any part thereof, or for any work to be done or materials to be furnished on or to the Premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the Premises and/or any building or improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons, shall be bound by this provision and by the notice of it from and after the date of this Agreement, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other encumbrance made by or obtained against Massuda, or Massuda's interest in the Premises or the buildings or improvements thereon, shall in any manner affect the title or interest of the Village in the Premises and/or the buildings or improvements thereon. To that end, Massuda agrees not to

make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with altering, repairing or improving the Premises or any building or improvement thereon without providing in such contract or agreement that the contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services, and/or materials under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately recorded with the Cook County Recorder of Deeds, at Massuda's expense, with a copy thereof delivered to the Village.

9. Massuda agrees to observe and comply with all rules, regulations and laws now in effect or which may be enacted while Massuda is in possession of the Premises by any municipal, county, state or federal authorities having jurisdiction over the Premises, and to indemnify the Village for any damage caused or costs incurred by violation thereof.

10. Massuda will pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made or incurred by the Village in enforcing this Agreement, or in removing Massuda from the Premises on or after the rent-free one (1) year period expires.

11. This Agreement may not be altered, assigned, transferred or modified in any way without the prior written consent of the Village.

VILLAGE OF ORLAND PARK

DR. FORTUNEE MASSUDA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_