

TEMPORARY OCCUPANCY AGREEMENT  
(BOLEY FARM)  

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This Agreement dated the \_\_\_\_\_ day of May, 2014, by and among TONY J. CERULLO and DAWN CERULLO, his wife ("Occupants") and the VILLAGE OF ORLAND PARK, an Illinois home rule municipality ("Village");

WITNESSETH:

WHEREAS, on August 31, 2001, the Village purchased the real estate, and improvements thereon, located at 8101 West 151<sup>st</sup> Street, Orland Park, Illinois, which property is legally described as follows:

THE NORTH 450 FEET OF THE EAST 1,175 FEET (EXCEPT THE EAST 607 FEET THEREOF) OF THE EAST HALF (E-1/2) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ("Subject Property"); and

WHEREAS, the said purchase was subject to a life estate in the Seller, GLENN B. BOLEY, and the said GLENN B. BOLEY died on April 3, 2014, and as a result the Village now owns merchantable fee simple title to the Subject Property; and

WHEREAS, Occupants now occupy the residence on the Subject Property pursuant to a Residential Lease dated August 1, 2013; and

WHEREAS, the Village is willing to allow the Occupants to reside in the said residence pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the monies to be paid hereunder and the mutual covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Occupants shall continue their occupancy of the residence on the Subject Property from April 3, 2014, through and including June 30, 2014.
2. The Occupants shall pay to the Village the sum of \$450.00 per month (prorated for a portion of a month) for such occupancy.
3. Occupants shall be responsible for payment of all maintenance and utility charges and expenses for the residence on the Subject Property and shall not assign or sublet any part of the residence or this Agreement.
4. Occupants covenant and agree that they will protect, defend, save and keep the Village forever harmless and indemnified from and against any and all loss, cost, damage, expense, claims or liabilities, including without limitation attorneys' fees and defense costs, arising out of

or from any accident or occurrence on or about the Subject 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, expense, including without limitation attorneys' fees and defense costs arising in any way out of Occupants' use of or presence on the Subject Property.

5. Occupants understand and agree that this Temporary Occupancy Agreement does not constitute a lease, that the relationship of Landlord/Tenant is not hereby created and that any and all notice provisions under the Landlord/Tenant laws of the State of Illinois are hereby waived.

VILLAGE:

OCCUPANTS:

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Village Manager

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Tony J. Cerullo

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Dawn Cerullo