

LICENSE AND ACCESS AGREEMENT

THIS AGREEMENT is made this 11th day of July, 2019, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, hereinafter called the "State", and The Village of Tinley Park, hereinafter called the "Village".

RECITALS

WHEREAS, the State warrants that the State of Illinois owns the property located at the former Tinley Park Mental Health Center, 7400 West 183rd Street, Tinley Park, Illinois (the "Property"), and has full authority to grant this license; and

WHEREAS, the State and Village are actively negotiating the terms of a potential sale of the Property; and

WHEREAS, the Village, and its potential developer, wish to conduct a due diligence examination of the Property, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

GRANT OF LICENSE

1. State, subject to the conditions hereinafter set forth, hereby grants to the Village the right to enter upon the Property in order to examine, conduct tests, and any other due diligence required by the Village to assess the property for potential purchase. The Village shall access the Property solely for such permitted use and for no other purpose.

2. The term of this Agreement will begin on July 16, 2019 and continue through September 16, 2019, unless otherwise terminated by one of the parties in writing. The term may be extended upon mutual written agreement of the parties.

3. The license granted hereby is personal to the Village and the privileges herein granted shall not inure to or for the benefit of the Village's successors or assigns. The license granted to the Village and the obligations set out herein shall extend to its employees, and only those non-employees that are identified to the State by the Village in furtherance of its due diligence examination of the Property. Any attempt to assign this Agreement will terminate the license privileges granted to the Village herein.

CONDITIONS OF GRANT

4. The Village shall not use any building structures located on the Property. If the Village needs access to a building for examination or testing purposes, it shall be for a limited period with supervision of State personnel. The Village will request building access upon reasonable notice and will be granted access based on State personnel's availability and during regular business hours. If no building access is needed, the Village shall notify State personnel at least one (1) business day in advance of its intent to access the property. Any preparation of the grounds will be at the Village's expense and performed in a manner that is acceptable to the State.

5. The Village shall provide copies of any and all information and/or reports generated during their access to the Property to the State at no cost to the State.

6. The Village shall at all times observe and comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement.

7. The Village shall obtain liability insurance providing coverage within limits acceptable to the State at its own expense. Such insurance shall include coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. A copy of the Certificate of Insurance,

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naming State as an additional insured, must be provided to State along with this signed document. This Agreement will not take effect until the Lessee furnishes the State with proof that the Village has obtained satisfactory insurance.

8. This Agreement contains the entire agreement between the parties and supersedes any prior agreements. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

9. The Village does hereby release, indemnify and save the State harmless from and against all losses, damages, claims, demands, actions, costs (including attorney fees) and expenses of every kind and character which may result from injury to or death of any person whomsoever, including, but not limited to, the officers, directors, employees, agents, contractors, representatives, and invitees of the Village, and for the loss or damage to property of any kind or nature whosoever, including, but not limited to, property owned by, leased to, or in the care, custody and control of the parties hereto, where any such injury, death, loss or damage is caused as a result of this Agreement. The Village acknowledges and voluntarily accepts the risk in accessing the Property due to it being an abandoned commercial site that has not been maintained. Accepting this agreement shall constitute the Village forfeiting any and all right to bring a suit against the State for any reason.

10. Either party can terminate this Agreement upon three (3) day's written notice. State can terminate this Agreement immediately in the case of an emergency or if the Village violates any term of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by a duly authorized representative of the respective parties.

STATE:

STATE OF ILLINOIS
Department of Central Management Services
719 Stratton Office Building
Springfield, Illinois 62706
Attn: Deputy Director, Bureau of Property Mgt.

VILLAGE:

Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477
Attn: Village Manager

By: *Alyson R. Conady*
Name: *Alyson R. Conady*
Title: *Acting Deputy Director*
Date: *7/16/19*

By: *David Niemeyer*
Name: *David Niemeyer*
Title: *Village Manager*
Date: *July 16, 2019*