

**AGREEMENT FOR OPERATION, USE AND MAINTENANCE
OF COMMUTER STATION FACILITY**

COPY

THIS AGREEMENT is entered into as of this 6th day of March, 2001 by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra") and the Village of Oak Park, an Illinois municipal corporation ("Village"). Metra and Village are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

RECITALS

A. Metra presently owns and controls the property identified by permanent index number 16-07-500-002 and Metra controls pursuant to a Lease ("Master Lease") with the Union Pacific Railroad Company ("UP") the property located east of Arthur Avenue and west of Taft Avenue in the municipality collectively delineated on Exhibit "A" attached to and made a part of this Agreement ("Premises"). The Master Lease is attached to and made a part of this Agreement as Exhibit "B".

B. Metra desires to grant to Village the right to manage, operate and maintain the Metra concourse, shelter, warming house and ramps at the commuter station on the Premises.

C. Metra desires to grant to Village the right to manage, operate and maintain the Metra concourse, shelter, warming house and ramps at the commuter station on the Premises ("Station Facility").

D. Village has determined that the operation and maintenance of the Station Facility and the Premises is in the best interests of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Village the right to manage, operate and maintain the Station Facility subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Village covenants and agrees to pay Metra as an annual use fee for the Premises the sum of One Dollar (\$1.00). Village's obligations and right to use the Premises under the terms and provisions of this Agreement shall commence on the date this Agreement is executed by all the Parties and shall continue in force and effect for a period of twenty (20) years from said execution date ("Use Term") unless otherwise terminated as provided under the terms and conditions of this Agreement. Either Party may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

2. **PURPOSE OF USE.** The Parties agree that the purpose of this Agreement is to insure that the Premises is protected, maintained and operated as a commuter station facility. Village desires to control access to said Premises and operate and maintain said Premises pursuant to Section 4 herein. Pursuant to the License Agreement attached as Exhibit C, the Parties further agree that Village shall be allowed to provide for commuter-related concessionaire services within the three tenant spaces as delineated on Exhibit "A-1" attached hereto and made a part hereof, as long as such services do not interfere with Metra's commuter rail operation. Metra shall be responsible for certain repairs pursuant to Section 4(a) of this Agreement. Any rentals or other revenues generated by the Village shall belong to the Village provided this Agreement is not terminated or Village is not in default under the terms and provisions of this Agreement.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Village shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Village further agrees that Village and Village's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to said commuter station facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4. **MAINTENANCE, ACCESS AND RELOCATION.**

(a) Except as otherwise provided herein, Village, shall manage the Station Facility and shall be responsible throughout the Use Term to maintain and repair the Station Facility and all fixtures and appurtenances thereon and shall keep all of the same, and any area used in the future for commercial development, in a good state of repair, appearance and order (including, but not limited to, janitorial maintenance of floors and windows, painting, plumbing fixtures, all utilities inside the Station Facility, and snow removal from sidewalks (leading to ramps, Metra concourse, warming house, shelter, platforms and/or stairwells and the providing of scavenger service)), corresponding to standards that apply to Village's other public buildings and facilities ("Routine Maintenance"), except Village shall not be responsible for: (i) the snow and ice removal from the platforms, stairwells, or ramps (ii) any utilities or payment of utilities, including replacement of or electricity for light fixtures located on or along the ramps, platforms or stairwells, or (iii) repairing or replacing any structural portions of the Station Facility (including, but not limited to, support walls, structural members, columns, floors, roof, heating plant and foundation). Metra shall provide "as built" drawings of the entire Station Facility, a listing of replacement parts and suppliers used during construction, and a recommended maintenance schedule and manual from the architect for all parts of the Station Facility for which the Village is responsible. Metra shall repair and/or replace any structural portions of the Station Facility which have come into such a state of disrepair as to require repair or replacement. Village shall be responsible for notifying Metra, in writing, within 30 days of the need for replacements or repairs which are to be the responsibility of Metra. For the purpose of determining what items shall be the responsibility of Village or Metra hereunder it is

hereby agreed that any single repair costing One Thousand Five Hundred Dollars (\$1,500.00) or more, to repair or replace shall be the responsibility of Metra ("Metra Repair"), and all other repair expenses shall be the responsibility of Village, unless said item to be replaced or repaired is part of the structural portion of the Station Facility, in which case Metra shall be solely responsible for its replacement or repair regardless of the cost of said replacement or repair. For each additional year that this Agreement is in force and effect, the Metra Repair amount shall be annually decreased by Fifty Dollars (\$50.00). Village shall inspect the Station Facility at least once each year and notify Metra if a Metra Repair will be necessary.

(b) Village shall be responsible for the "Standard Maintenance" of all exterior windows on and along the ramps and platforms as delineated on Exhibit "A" attached hereto and made a part hereof. For purposes of this Agreement, Standard Maintenance shall include semi-annual exterior washing.

(c) Village shall be responsible for the "Standard Maintenance" of all landscaping on and along the railroad right-of-way as delineated on Exhibit "A" attached hereto and made a part hereof. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises.

(d) Metra reserves the right to relocate the Station Facility or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Village's interest in the Station Facility resulting from such relocation; provided, however, that Metra shall give Village sixty (60) days prior written notice of its intention to relocate the existing Station Facility or portion thereof.

5. **SIGNS.** Village shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign, with the exception of: (i) the two display cabinets in the concourse which will be controlled entirely by the Village; (ii) signs that are a part of a comprehensive Village of Oak Park wayfinding system for visitors; and (iii) signs for tenant spaces (including those occupied by the Village of Oak Park). This clause shall take precedence over any other clause in this Agreement.

6. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Village shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Village now or hereinafter carried on or covering the Premises or any improvements thereon. Village shall manage, operate, maintain and use the Premises and improvements thereon in compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Use Term.

(b) Village and its contractors shall maintain insurance in amounts and forms satisfactory to Metra throughout the Use Term covering the Station Facility either through the

purchase of conventional insurance policies or, in the case of the Village by way of providing for self-insurance. Such policies of insurance or self-insurance shall include comprehensive general public liability, automobile, property damage and worker's compensation coverage. To the extent permitted by law, said insurance shall show Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC") as additional insureds and shall be endorsed to assume the contractual obligations of Village as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Village and its agents shall not permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Village or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Village's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Village shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Village and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Village's use or occupancy of the Premises, Village will be responsible for all costs associated with its mitigation, cleanup and any related liability. Village specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Village's use or occupancy of the Premises.

(e) Village's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

7. **LOCATION OF UTILITIES.** Village accepts the Premises subject to rights of any party, including Metra, in and to any existing utility or other wires, cables, poles, pipes or facilities of any kind whatsoever, whether or not of record. Metra reserves the right to grant future utility easements over, under or through the Premises provided such easements do not unreasonably interfere with Village's management, operation or maintenance of the Station Facility.

8. **METRA'S TITLE.** Metra makes no covenant for quiet enjoyment of the Premises.

Village assumes any damages Village may sustain as a result of, or in connection with, any want or failure at any time of Metra's title to the Premises.

9. **LICENSE TO OPERATE.** Village shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Station Facility.

10. **INDEMNIFICATION.**

(a) To the fullest extent permitted by law, Village agrees to protect, indemnify, defend and forever hold harmless Metra, RTA, NIRCRC and their directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Village's management, operation and maintenance of the Station Facility or use of the Premises, Village's negligence or the failure of Village to comply with the provisions of this Agreement.

(b) To the fullest extent permitted by law, Metra agrees to protect, indemnify, defend, and forever hold harmless Village, and its directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributed to, or resulting from Metra's maintenance obligations, its failure to comply with its contractual obligations.

11. **CONSTRUCTION OF IMPROVEMENTS.**

(a) In all contracts executed by Village for Routine Maintenance of the Premises (including snow removal of sidewalks) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Village will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Village will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such

contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

12. **LIENS.** Village agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same or furnish a bond or other security satisfactory to Metra to indemnify Metra against any such lien. It is further agreed by the Parties hereto that Village has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Village, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Village or its tenants shall attach to Village's interest only.

13. **TAXES.** Village shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Village's assignment or license of all or any portion of the Premises to a third party. Village shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due.

14. **CAUSE FOR BREACH.** If Village defaults in any of Village's undertakings or obligations of this Agreement and Village receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Village's use of the Premises shall automatically cease and terminate.

15. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Village's use of the Premises by any manner, means, or contingency whatsoever, Village shall, if required by Metra, remove all of Village's improvements and/or property from the Premises, fill all excavations that have been made by Village and deliver possession of the Premises to Metra in as good a condition or a better condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Village fail to perform such removal or restoration, then Metra, at its election, may either remove the Village's improvements and property and restore the Premises to its former state at the sole expense of Village or may retain the Village's improvements and property as Metra's sole property. Should Village retain possession or use of the Premises or any part thereof after the termination of Village's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Village's use and Village shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this paragraph do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

16. **RE-ENTRY.** If Village shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 14 above, or if Village's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession; provided, however, that Village shall have the right to remove certain of Village's property as hereinabove provided. No termination of Village's use shall release the Village from any liability or obligation that accrued prior to said termination.

17. **WAIVER OF REMEDIES.** No waiver of any default of Village shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Village (1) after any default by Village, (2) after the termination of Village's use, (3) after the service of any notice or demand, (4) after the commencement of any suit, or (5) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

18. **IMPROVEMENTS.** Village shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Village shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in subsections 4(a) and 4(b) of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Village agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors, provided that the cost of Metra's improvement work is reasonably competitive in comparison to the Village's cost to perform such improvements whether performed by or on behalf of Village, its employees, agents or independent contractors.

19. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

20. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by Metra or Village at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the first business day after successful transmission if sent by facsimile transmission.

Notices to Metra shall be mailed to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-7098

Notices to Village shall be mailed to:

Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272
Attn: Village Manager
Phone: (708) 383-6400
Fax: (708) 383-9584

21. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Village agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

22. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

23. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Village without the written consent of Metra its successors and assigns shall be void. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

24. **SEVERABILITY.** Metra and Village agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law.

25. **USE RESTRICTIONS.** All rights not specifically granted to Village under the terms and conditions of this Agreement are hereby reserved in and to Metra. Village agrees that none of the Premises will be used, nor will Village permit them to be used, for parking within twenty

(20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed on behalf of Village occurring within the railroad right-of-way will require flagging protection provided by Metra at Village's sole cost and expense. Village and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

26. **CONTROL OF LEASE.** This Agreement is subject and subordinate to terms of the Master Lease. To the extent applicable to the Premises, Municipality agrees to be bound by and assume all of the obligations of Metra under the terms and conditions of the Master Lease. In the event of a conflict between a provision or provisions of the Master Lease and a provision or provisions of this Agreement, the provision or provisions of the Master Lease shall take precedence and control. Notwithstanding anything to the contrary contained in this Agreement, in the event UP terminates Metra's lease of the Premises under terms and conditions of the Master Lease or any other agreement entered into between Metra and UP, then this Agreement and the rights granted pursuant to this Agreement shall automatically terminate.

27. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

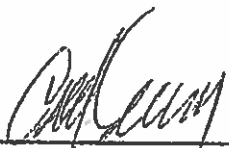
(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

By: 
~~Philip A. Pagano~~
Executive Director

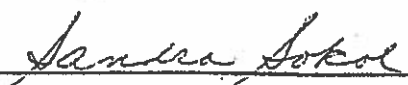
THE VILLAGE OF OAK PARK:

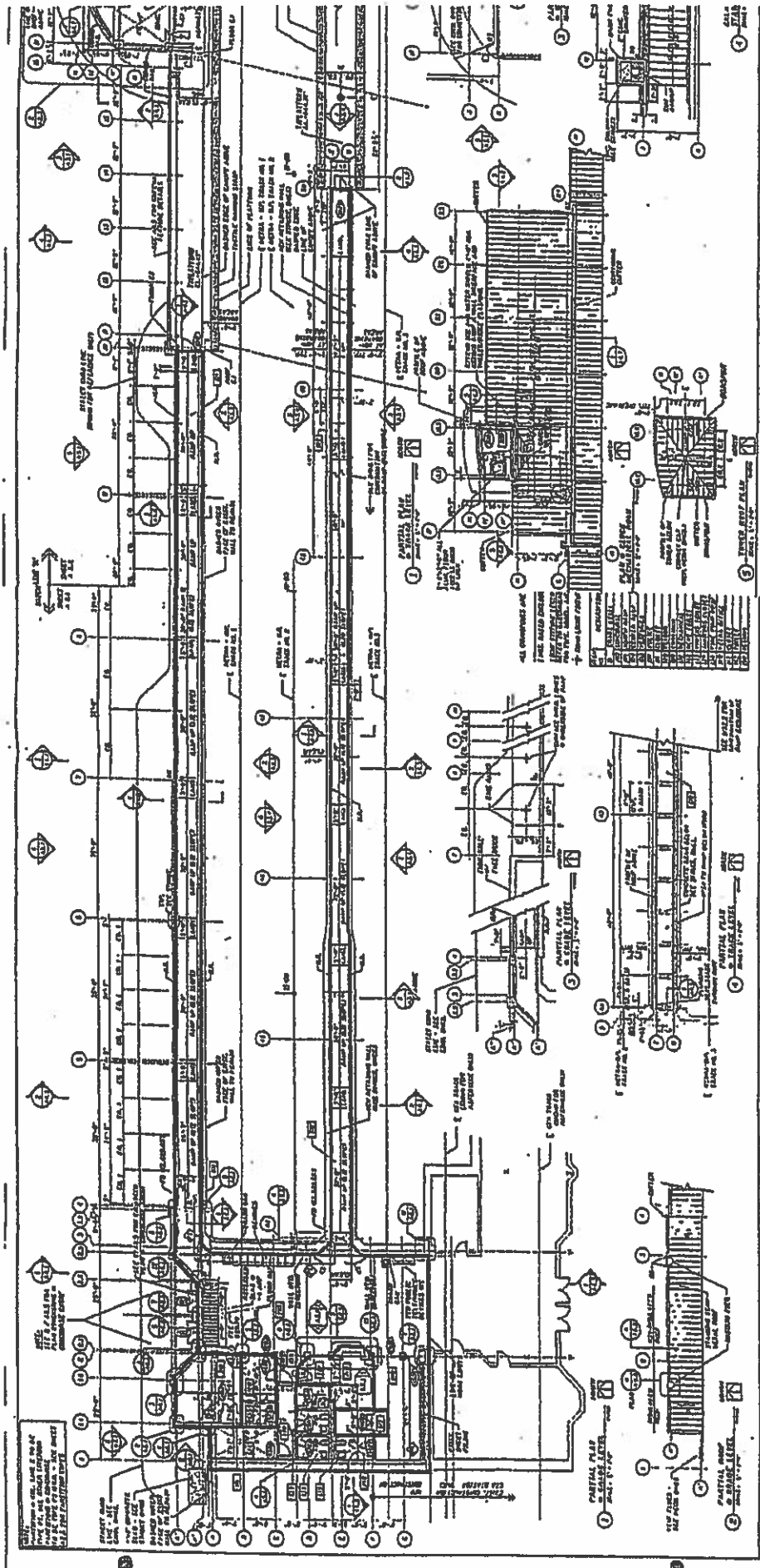
By: 
Its: Village Manager

ATTEST:

By: 
Assistant Secretary

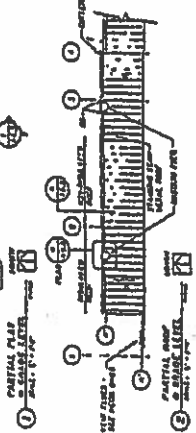
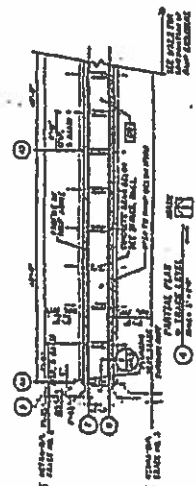
ATTEST:

By: 
Its: Village Clerk



REVISIONS:
 1. ALL ROOMS TO BE FINISHED BY
 THE CONTRACTOR WITH THE EXCEPT
 OF THE WORK SHOWN ON THIS SHEET
 BY THE ARCHITECT'S NOTES.

ALL CONCRETE AND
 FINE RAISED CONCRETE
 SHALL BE FINISHED TO THE
 FINISH SHOWN ON THIS SHEET.
 ALL OTHER FINISHES
 SHALL BE SHOWN ON THE
 FINISH SCHEDULE.



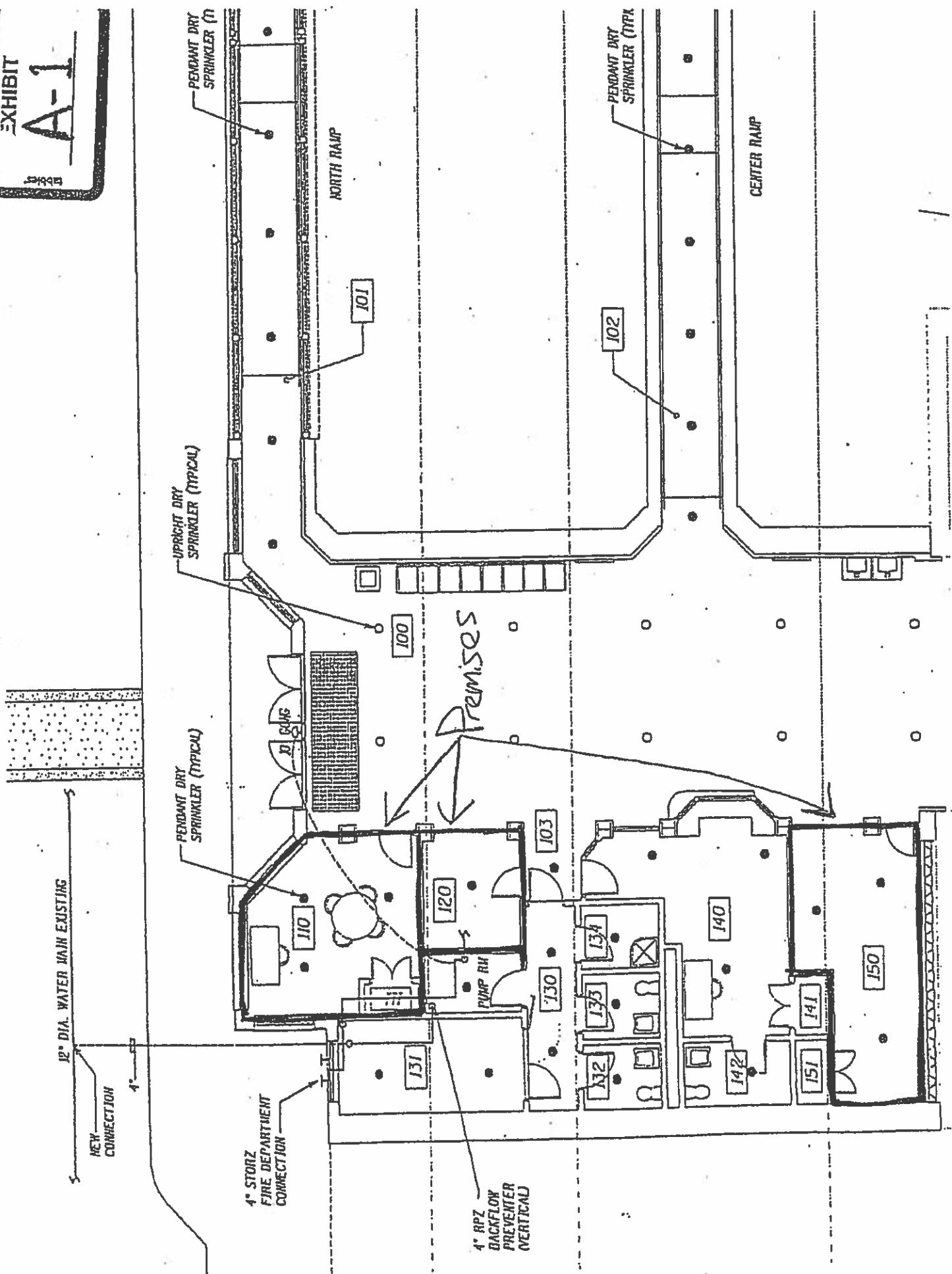
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EXHIBIT
A-1



LEASE NO. 209235
FILE NO. 1434-12

OFFER TO LEASE

CL 79115

PARTIES,
LOCATION,
TERM

On this 25th day of MARCH, 19 99,
THE COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY, a division of an Illinois municipal
corporation ("CRD") OF 547 West Jackson Boulevard, Chicago,
Illinois 60661 (hereinafter called "Lessee") hereby offers and
agrees to lease from the UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation, whose address is 1800 Farnam Street,
Omaha, Nebraska 68102, (hereinafter called "Lessor") the real
estate (hereinafter called "the premises") of Lessor situated in Oak
Park, County of Cook, and State of Illinois, shown on the map
marked "Exhibit A" attached hereto and made a part hereof, for
and during the term of 20 years beginning January 1, 1999 unless
terminated sooner as provided herein.

This lease is made upon the following express covenants and
agreements, each of which is made an express condition hereof:

RENT

1. Lessee covenants and agrees to pay Lessor as rent for the
premises of the sum of One Dollar and other valuable
consideration.

PURPOSE

2. The premises shall be used exclusively for construction and
maintenance of depot, ramps, tunnels, platforms and purposes
incidental thereto

TAXES AND
SPECIAL
ASSESSMENTS

3. (a) Lessee shall pay all real estate taxes or other charges
applicable to or assessed against the Lessee, the premises, the
business conducted thereon, and the improvements placed thereon
for each year of the term of this lease even though such taxes or
charges may not become due and payable until after the expiration
or termination of this lease. The general taxes for the year in
which the term of this lease shall commence shall be prorated
from January 1st to the date on which the term of this lease
commences. If Lessor shall terminate this lease during the term

hereof for any reason, the general taxes for the year in which the lease is so terminated shall be prorated from January 1st to the date on which Lessee shall deliver possession of the premises to Lessor. If Lessee shall terminate this lease during the term hereof for any reason, the general taxes for the full year in which the lease is so terminated shall be paid by Lessee. Final tax payments will be computed on the basis of the most recent tax bill:

(b) If any such taxes or charges shall have been paid by Lessor, Lessee agrees to reimburse Lessor within 20 days after presentation of a bill therefor. In default of such reimbursements, all sums so paid by Lessor shall be deemed an addition to rent and recoverable as such.

(c) In the event the premises or any part thereof shall be subject to any special assessment or special tax for public improvement in an amount of \$300.00, or more, the rental herein reserved and stipulated to be paid by Lessee shall be increased by 10% per annum of the amount of such special assessment or special tax. If said special assessment or special tax for public improvement shall be less than \$300.00, or any other charge or special tax in any amount for other than public improvement is assessed or becomes payable on the premises or Lessee's business or activities, Lessee agrees to reimburse Lessor the total cost of such assessment within 20 days after presentation of a bill therefor. In default of such reimbursement, all sums so paid by Lessor shall be deemed an addition to rent and recoverable as such.

CLEARANCES

4. If the premises encompass an industry track, then no excavations, buildings, structures, or obstructions of any kind shall be placed or erected nearer than 8.5 feet on straight track, 9.0 feet on curved track of less than 10 degrees, or 9.5 feet on curved track of 10 degrees or more, laterally of the track center line. No building or structure on the premises shall have a swinging door, window, or other device opening or swinging toward any railroad track, which, when open or extended toward the track, will be within said distances to the track.

SIGN RESTRICTION

5. Lessee shall not post, paint, or permit others to post, paint, or place on the premises any advertisement or sign not related directly to Lessee's business.

ORDINANCES
AND LAWS

6. Lessee shall maintain and use the premises and buildings and structures thereon in accordance with the requirements of all local ordinances, state and federal laws.

Lessee shall bear all cost and expense arising from compliance with said ordinances, laws, rules, or regulations, and shall indemnify and save harmless Lessor from all liability, including without limitation, fines, forfeitures, and penalties arising in connection with the failure by Lessee to comply with such ordinances, laws, rules, or regulations.

RELOCATION OF
UTILITIES OR
FACILITIES

7. Lessee accepts the premises subject to rights of any party, including Lessor, in and to any existing conduits, sewers, water lines, gas lines, power lines, drainage facilities, telephone, telegraph, or other wires, and poles and utilities or facilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this lease, Lessee shall bear and pay that cost.

ROADWAYS AND
ACCESS

8. Lessee accepts the premises subject to rights of any party, including Lessor, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Lessor, and other tenants, grantees and permittees of Lessor, access over and through premises on these existing roadways should such access be deemed necessary by Lessor. Lessee further agrees that Lessor shall not be responsible for the care or maintenance of said roadways.

LESSOR'S TITLE

9. Lessor makes no covenant for quiet enjoyment of the premises. Lessee assumes any damages Lessee may sustain as a result of, or in connection with, any want or failure at any time of Lessor's title to the premises.

INDEMNIFICATION,
ENVIRONMENTAL
RESPONSIBILITY

10. (a) Lessee accepts this lease of the premises with knowledge of the existence of railroad tracks upon or in the vicinity of the premises and of all the risks of damage or injury which might or could occur to properties or persons upon or in the

vicinity of the premises from or in connection with the operation of railway equipment, or from or in connection with the operation, use, maintenance, or improvement of said tracks. It is therefore agreed, as one of the material considerations of this lease and without which this lease would not be granted, that Lessee assumes such risks and agrees to indemnify and hold harmless Lessor from and against any and all liability and expenses whatsoever, (to the extent permitted by law), for bodily injury or death, including without limitation, injury or death to agents, employees, servants, invitees of the Lessor or Lessee, or loss or damage to the property of the Lessor, or Lessee, their agents, employees, servants or invitees, and to the person or property of any other person or corporation, however arising directly or indirectly out of the occupancy of, presence on, or use of said leased premises or any structures thereon (including their construction, maintenance, repair, reconstruction or removal) by Lessee, its employees, agents, or invitees, regardless of the negligence of Lessor.

(b) Lessee recognizes and assumes all responsibility for all present and future environmental liability or responsibility imposed under applicable environmental laws, regulations or any other similar requirements relating to any contamination of the premises or groundwater thereunder or discharge or release to adjacent property arising from or in any respect aggravated or altered by any operations or activities by, or any equipment or facilities used by or permitted on the premises by Lessee (the foregoing hereinafter referred to as "Lessee operations"). Lessee, therefore, agrees to indemnify and hold harmless Lessor, its officers, agents, and employees from any and all liability, fines, penalties, claims, demands, loss or lawsuits brought by any third party or governmental agency under any theory of law against Lessor seeking to hold Lessor liable for any investigation, response or cleanup costs, penalties or damages, whether personal, property or environmental, for any contamination of any property or groundwater thereunder or discharge or release to adjacent property arising out of or in any respect aggravated or altered by Lessee operations. Lessee agrees that the above indemnity extends to any liability resulting from or arising out of Lessee's implementation of any investigation, response or cleanup plan approved by the United States Environmental Protection Agency or companion state agency. Lessee further agrees to undertake at its own expense any investigation, response or cleanup of any contamination of the premises and groundwater thereunder arising from or in any respect aggravated or altered by any Lessee

operation and to promptly notify Lessor of any event, notice, claim, demand or litigation which involves or alleges contamination of the premises, the groundwater thereunder or a discharge or release therefrom to adjacent property. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of this paragraph, and Lessee further agrees that it will not raise or plead a statute of limitations defense against Lessor in any action arising out of Lessee's failure to comply with this paragraph.

(c) Notice to or knowledge by the Lessor of any act or omission by the Lessee which is or might be a breach by the Lessee of any of the terms or conditions of this Lease to be performed by the Lessee, and the acquiescence by the Lessor in or to such act or omission, shall neither be considered to relieve the Lessee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Lessor of any rights granted to it under this paragraph.

(d) Lessee further agrees that without regard to the validity or enforceability of the release and indemnity provided in this Section 10, Lessor shall in such case have the full benefit of any insurance effected by Lessee upon the property injured, destroyed, or damaged and/or against the hazard involved.

INSURANCE

11. Lessee agrees that all insurance policies issued to it, or for or upon Lessee's account, covering any injuries to persons or any loss or damage to property shall provide for contractual coverage under this Lease, shall contain an endorsement naming Lessor as an additional insured and with any exclusion for activities within fifty feet of railroad tracks deleted.

LIENS

12. Lessee agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon the premises or any part thereof and, in the case of any such lien attaching, to immediately pay off and remove the same. It is further agreed by the parties hereto that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or to be placed upon Lessor's title or interest in the premises, and any and all liens and encumbrances created or suffered by Lessee shall attach only to Lessee's interest.

HOLD-OVER

13. It is further agreed that in case Lessee, with the consent of Lessor, holds possession of the premises beyond the term of this lease, such action of the parties shall have the effect of extending the term of this lease on a month-to-month basis, subject in all respects to all of the terms, conditions, covenants and agreements of this lease, including all rights of termination in all respects as herein provided.

EMINENT DOMAIN

14. If the whole or any part of the premises shall be taken or condemned by any competent Authority for any public use or purpose this lease shall, as to the part so taken, terminate as of the date when taken or required for such use or purpose. Rent shall abate proportionately as to the part so taken, or shall cease if all of the premises be so taken. The entire amount of damages or compensation payable or paid for the part taken and for the remainder, if any, shall be paid to and retained by Lessor as its own property without apportionment. Lessee hereby assigns to Lessor any claim which Lessee would have to such damages. Lessee shall look solely to said Authority for any compensation or damages on account of damage to Lessee's leasehold interest, Lessee's business interest, Lessee's cost and expense of removing Lessee's personal property from the premises, and for the cost and expense of moving any building or other structure placed upon the premises by Lessee and which Lessee would have the right to remove as a lessee of the premises.

BREACH

15. If Lessee shall fail to make any payment of the rent or other payment required hereunder when due, or shall violate or fail to perform any of the covenants and obligations or commit a breach of any of the conditions herein contained, Lessor, at its option, may terminate this lease, provided, Lessor gives Lessee written notice of such breach and Lessee fails to cure the default within ten (10) days; and if Lessee fails to cure the default within that time, this lease shall terminate without further notice or action by Lessor; and Lessor shall have all rights hereunder or at law to re-enter and/or to obtain damages.

TERMINATION

16. Either party may at any time terminate this lease by giving 30 days' written notice of its intention to do so.

(a) Upon the termination of this lease by any manner, means, or contingency whatsoever, Lessee shall without further notice or demand deliver possession of the premises to Lessor in as good condition as when entered upon. Lessee hereby agrees to remove all buildings, structures, foundations, footings, materials, signs, debris, or any other articles, structures or facilities owned by Lessee or permitted to be placed on the premises by Lessee before the termination of this lease. Upon any such termination if rent shall have been paid in advance Lessor shall refund to Lessee the unearned portion thereof for the period extending beyond such date of termination, provided the premises has been cleared by Lessee in manner satisfactory to Lessor, normal wear and tear excepted.

(b) If Lessee shall fail to so remove such property, such failure shall constitute an abandonment of such property and title thereto shall pass to Lessor immediately, if Lessor so elects, without any cost either by set-off, credit allowance, or otherwise. Lessor may retain, tear down, remove, or sell such property, or any part thereof, without any liability for damage therefor in any respect whatsoever and Lessee shall promptly pay Lessor for any and all expenses incurred by Lessor in tearing down, removing, or selling such property.

RE-ENTRY

17. If Lessee shall breach or default in any of the terms of this lease, or if this lease shall expire or terminate in any manner, it shall be lawful for Lessor then or at any time thereafter to re-enter the premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession. However, Lessee shall have the right to remove certain of Lessee's properties as herein provided.

**WAIVER OF
REMEDIES**

18. (a) No waiver of any default of Lessee shall be implied from omission by Lessor to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Lessor from Lessee (1) after any default by Lessee, (2) after the termination of this lease, (3) after the service of any notice or demand or after the commencement of any suit, or (4) after final judgment for possession of the premises, shall waive such default or reinstate,

continue, or extend the term of this lease or affect in any way any such notice or suit, as the case may be.

(b) The erection of buildings or other improvements on the premises shall not constitute a waiver or affect in any way the right of either party to terminate this lease.

**ENTRY AND
INSPECTION**

19. Lessor, its agents, employees and authorized contractors shall have the right to enter the premises or any part thereof, at all reasonable hours, for the purpose of inspecting the premises to determine if Lessee is complying with all terms and conditions of this Lease and/or to determine through inspection and/or testing if any hazardous condition, pollution or contamination is present or threatened. Lessee agrees to cooperate with Lessor in any such inspection and to provide at Lessor's request any and all permits, reports, journals, bills, shipping papers or records of any kind, paper or electronic, relating to any materials used, stored, treated, disposed of or sold on or transported from the premises.

**ASSIGNMENT AND
SUBLET**

20. Any sale, assignment, or transfer of this lease by Lessee without the previous written consent of Lessor shall be void provided, however, that Lessee shall have the right to sublet all or any portion of the premises in accordance with the terms and provisions of this lease. No act of Lessor, including acceptance of money by Lessor from any other party, shall constitute a waiver of this provision.

**RIGHTS ARE
CUMULATIVE**

21. All rights and remedies of Lessor shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

NOTICES

22. All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other by the terms of this lease or any statute shall be in writing. They shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid to Lessor or Lessee at the respective address first above shown. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the first business day after deposit in the U.S. Mail.

ENTIRE AGREEMENT

23. All of the representations and obligations of Lessor are contained herein. No modification, waiver, or amendment of this lease, or any of its terms, shall be binding upon Lessor unless it is in writing and signed by a duly authorized Officer of the Lessor.

RENTAL REVIEW

24. Lessor reserves the right to review and revise the rent applicable to this lease upon (1) any change in usage of the premises, (2) any extension of the lease term, (3) any assignment of the lease, or (4) any subletting of the whole or any part of the premises.

RAIL SERVICE

25. Lessor makes no warranties or representations, expressed or implied, as to continued rail service to the premises.

JOINT
OBLIGATION

26. In the event that Lessee embraces two or more individuals or corporations, the covenants and agreements herein contained shall be the joint and several obligations of each of such persons or corporations.

MAINTENANCE
AND UTILITIES

27. Lessee has examined and knows the conditions of the premises and shall enter upon and take the same in their condition at the commencement of the term of this lease. Lessee will at its own cost and expense make any necessary alterations required; however, no alterations shall be made without the consent of Lessor. Lessor will not install, supply or maintain utilities to the said premises.

SNOW DRAINAGE

28. Lessee agrees it will not dump any snow on Lessor's adjoining land nor adversely alter in any way the drainage of either the premises or Lessor's adjoining land.

RATIFICATION

29. In the event any of the terms or provisions of this agreement have been carried out or performed prior to the date of execution hereof, or if Lessee has occupied the premises prior to Lessor's acceptance of the OFFER TO LEASE, it is understood and agreed that this OFFER TO LEASE shall nevertheless be of the

same force and effect as though same has been executed by the parties prior to such performance or occupancy.

PARKING FEE

30. Lessee must secure Lessor's approval to increase the parking fees, from the initial maximum rate of ONE AND NO/100 DOLLARS (\$1.00) for a consecutive period of 12 hours, prior to instituting any increase. Lessor's approval will not be unreasonably withheld provided the parking fee increase is in line with the parking fees being charged at Lessor's other commuter passenger parking lots and/or Lessee can document the need for the increase based on operating maintenance costs of the subject lots. In the event of an increase, Lessor hereby reserves the right to adjust its monthly rental accordingly.

Alvin M. Elvin
Witness (Attest)

THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY,
Lessee

By: [Signature]
Title: _____

This OFFER TO LEASE is hereby accepted by Lessor on this 24th day of MARCH, 1999,
in accordance with the covenants, terms and conditions herein provided.

UNION PACIFIC RAILROAD COMPANY, LESSOR,

Mark C West
Witness (Attest)

By: J. L. Harrel



June 8, 2001

Mr. Peter J. Dane
Assistant to the Village Manager
The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

Re: Agreement for Operation and Maintenance of Commuter Station Facility

Dear Mr. Dane:

Enclosed for your files are two fully executed original counterparts of Exhibit "C" of the Agreement for Operation Use and Maintenance of Commuter Station Facility, for the facility located at Marion Avenue and South Boulevard in Oak Park.

Please call me or Maurice Johnson at (312) 322-8005, if you have any other questions or concerns.

Sincerely,

James T. Peffer
Director
Office of Real Estate & Contract Management

enclosure

JTP\ME\oam.oakpark

EXHIBIT C

TERMS AND CONDITIONS FOR
LICENSED USE OF CERTAIN PROPERTY
AT OAK PARK METRA STATION
OAK PARK, ILLINOIS

Pursuant to the Operation, Use, and Maintenance Agreement this Exhibit C is attached to, ("Metra" (hereinafter sometimes referred to as "Licensor") and the Village (hereinafter sometimes referred to as "Licensee"), agree to the licensed use of certain property. Metra and Licensee are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties."

RECITALS

A. Metra owns and/or controls the property located 1019 W. North Boulevard, Oak Park, Illinois. Licensor desires to license and Licensee desires to license from Licensor approximately 1560 square feet in three (3) areas identified and delineated on Exhibit "A-1" ("Premises") of the Operation, Use, and Maintenance Agreement this Exhibit C is attached to; and

B. Licensee is desirous to license from Licensor approximately 1560 square feet in three (3) areas identified and delineated on Exhibit "A-1" ("Premises").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Licensee does hereby agree to License from Metra and Metra does likewise agree to License to Licensee the Premises subject to and in accordance with the following terms covenants and conditions:

1. RECITALS INCORPORATED. The Recitals set forth above are specifically incorporated as substantive provisions of this Agreement and are material considerations of this agreement, without which this License Agreement would not be granted by Metra.

2. CONSIDERATION.

(a) Licensee's License of the Premises shall commence on June 1, 2001 and shall continue in force and effect for a period of one (1) year ("License Term"). Licensee shall have the option to renew the License Term for two (2) one (1) year periods commencing June 1, 2002 and June 1 2003 (hereinafter individually referred to as a "Renewal Term" and jointly referred to as "Renewal Terms"). The Renewal Term will automatically renew unless either Licensee or Metra terminates the License in accordance with the terms and provisions of this Agreement. In the event this License is renewed as set forth above then all references to the License Term as set forth hereinafter shall include the additional Renewal Term. Notwithstanding the above, the License Term for suite 110, as shown on Exhibit A-1, shall be for twenty (20) years, as long as the suite is used

for community policing.

(b) During the License Term, Licensee shall pay to Metra an annual fee in the amount of Ten Dollars (\$10.00) for use of the Premises. Licensee shall pay in advance on the first day of every calendar year of the License Term ("License Fee") at the office of Lessor's Treasurer, 547 West Jackson, Chicago, Illinois 60661 or such other location as Metra may from time to time furnish in writing to Licensee. In the event the License Term is terminated on any day other than the first day of any month during the License Term, then the last Fee payment shall be prorated for the given month to the termination date or through the last day Licensee occupies the Premises, whichever occurs later.

3. LICENSED ACTIVITIES. Licensee shall use said Premises during the License Term for the purpose of community policing, programming, concession services, and any other activity approved in writing by Licensor ("Licensed Activities") and shall not directly or indirectly use the Premises for any other purpose(s) nor alter the existing improvements without having first obtained the prior written consent of Metra. Licensee agrees that, in the event use of the Premises interferes with Metra's operations or the operations of any other railroad permitted to use Metra's property, Licensee shall, at its sole cost and expense, terminate the License. Licensee shall provide trash removal from the Premises. Failure to comply with this provision will result in termination of this License Agreement.

4. TAXES. To the extent of Metra's knowledge and belief, the property is currently tax exempt. During the term of this Agreement, Licensee shall pay all real estate taxes, license fees or other charges which may become due or which may be assessed against said Premises or Licensee or in any manner arise from any activities conducted on the Premises by Licensee ("Charges"). In the event the County Assessor's office or other legally authorized government agency assigns a separate tax identification number to the Premises and assesses taxes thereon, then Licensee shall be responsible for payment to Metra of all taxes assessed against the Premises under such tax identification number prior to the dates such payments are due. Licensee shall promptly reimburse Metra for any such items which may be paid by Metra upon presentation to Licensee of bills for same and, in the event Licensee fails to promptly reimburse Metra for such items, then all sums so paid by Metra, including without limitation any penalty fees paid thereon, shall be deemed additional Fee and recoverable as such. In the event the Premises, or any part thereof, shall be subject to any special assessment for any public improvement or improvements, the Fee herein reserved and stipulated to be paid by Licensee shall be increased by the amount of said special assessment. Licensee shall protect, indemnify, defend and forever save and hold harmless Metra, the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC") and the Regional Transportation Authority ("RTA") and their directors, employees, agents, licensees, successors and assigns against and from, and shall assume, all liability and expense, including court costs and attorneys' fees, for failure to pay Charges on or before the date payments of such Charges are due.

5. METRA'S TITLE.

(a) Nothing herein contained shall empower Licensee to do any act which shall cloud or

encumber Metra's title. Licensee's rights are that of a licensee only and shall always be subordinate to the lien of any mortgage or mortgages now or hereafter placed by Metra upon the Premises and to all advances made or hereafter to be made upon the security thereof. Licensee shall execute such further instruments subordinating this Agreement to the lien or liens of any such mortgage or mortgages as shall be requested by Metra. Licensee hereby irrevocably appoints Metra as attorney-in-fact for Licensee with full authority to execute and deliver in the name of Licensee any such instrument or instruments.

(b) Licensee accepts the Premises subject to all lawful existing liens or encumbrances and superior rights, if any, in and to the Premises. Licensee agrees it shall not have any claim against Metra for damages on account of any deficiency of title to the Premises Licensed hereby and agrees that in the event of failure of such title, the sole remedy of Licensee shall be the right to return of a proportionate share of Fee paid in advance, without interest, for any period in which Licensee is deprived of possession of the Premises by title superior to that of Metra.

6. **RESERVED RIGHTS:** Metra reserves the following rights upon giving Licensee prior reasonable notice of such provided, however, that no notice shall be necessary if, in Metra's sole opinion, an emergency situation exists: (a) to enter upon the Premises or any part thereof at reasonable hours to make inspections, repairs or alterations to the Premises or Metra's adjoining property; (b) to perform any acts related to the safety, protection, preservation, sale or improvement of the Premises; (c) to enter upon said Premises at any time to eject therefrom any disorderly person or persons; and (d) to make or adopt from time to time such reasonable rules and regulations for the care or cleanliness of the Premises and Licensee agrees to abide by and obey all such rules and regulations. The exercise of any reserved right by Metra shall never be deemed an eviction or disturbance of Licensee's use and possession of the Premises nor render Metra liable in any manner to Licensee or to any other person.

7. **WAIVER OF CLAIMS.**

(a) To the fullest extent permitted by law, Metra and Metra's directors, officers, agents and employees shall not be liable, and Licensee waives all claims, for damage to property or injury or death to any person, sustained by Licensee as a result of the Licensed Activities on or use of the Premises or any part thereof, or as a result, directly or indirectly, of any act or neglect of any other person. The waiver set forth herein shall include without limitation damage, injury or death caused by water, snow, frost, excessive heat or cold, vibration of structure from train movement, construction, sewage, gas, odors or noise, or the activities of any other person or any other circumstance whether or not of a like nature. In the event any such damage to the Premises or any part thereof results from any act or neglect of Licensee, Metra may repair such damage and Licensee shall, upon demand by Metra, reimburse Metra for the total cost of such repairs. The waivers and releases set forth herein shall survive termination of this Agreement.

(b) All property on or about the Premises belonging to Licensee or any other occupant of the Premises shall be there at the risk of Licensee or other occupant only and Metra shall not be liable for damage thereto or theft or misappropriation thereof. Any and all property which may be

removed from the Premises by Metra pursuant to the terms of this Agreement or by law, to which Licensee is or may be entitled, may be handled or removed by Metra at the risk, cost and expense of Licensee, and Metra shall in no event be responsible as warehouseman, bailee or otherwise for any property left on the Premises by Licensee or for the value, preservation or safekeeping thereof. Licensee shall pay to Metra upon demand any and all expenses incurred by Metra for the removal of Licensee's property from the Premises in accordance with the terms of this Agreement.

8. LIENS AND ASSIGNMENTS.

(a) Licensee agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same. It is further agreed by the Parties hereto that Licensee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Licensee, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Licensee or its invitees shall attach to Licensee's interest only. Licensee shall indemnify and hold harmless Metra against and from all costs, liabilities, suits, penalties and claims arising therefrom.

(b) Upon Licensor's prior written approval, Licensee shall be entitled to convey licensing rights to the Premises for concessions and other commuter-related activities; provided, however, that such conveyance shall not release or waive Licensee from being primarily obligated to all of the terms and conditions of this Agreement, including the obligation of returning the Premises within 90 days of receiving Licensor's notice. Licensor's approval for licensing shall not be unreasonably denied. Licensee has no authority or power to assign this Agreement.

9. **CONDITION OF THE PREMISES.** Licensee has examined and inspected the Premises and knows the condition of said Premises and acknowledges that no representations as to the condition and repair thereof have been made by Metra, its agents or employees prior to or at the execution of this Agreement that are not expressed in this Agreement. Licensee accepts the Premises subject to any and all existing easements, pipe lines, telephones, telegraph, communication and signal lines or any other similar facilities whether or not owned or controlled by Metra, together with any future installations thereof, provided such future installations do not unreasonably interfere with Licensee's use of the Premises.

10. ALTERATIONS.

(a) Licensee shall not make any improvements to the Premises, including without limitation alterations or additions, without Metra's prior written consent. Whenever such consent is sought and before any contract is let or any work is done or any materials are delivered on the Premises or on Metra's property, Licensee shall comply with Metra's requests for plans, specifications, names and addresses of contractors, copies of contracts, necessary permits, insurance and indemnification in form and amount satisfactory to Metra to prevent or cover liens, costs, damages and expenses of all kinds. Metra's decision to refuse any consent shall be conclusive.

Licensee shall pay the costs of all such improvements if permitted by Metra, and the expense of the maintenance thereof. All improvements and personal property on the Premises shall remain the Licensee's property and may be removed by Licensee when Licensee vacates the Premises.

(b) In all contracts executed by Licensee for the construction, improvement, repair or maintenance of improvements located or to be located on the Premises, Licensee will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, NIRCRC and RTA, their respective directors, officers, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(c) Licensee will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, NIRCRC and RTA, their respective directors, officers, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor.

(d) Metra reserves the right to have its employees, agents or independent contractors perform any such work set forth in the plans and specifications it approves and Licensee agrees to pay the cost of all such improvements performed by or on behalf of Licensee, whether by Metra's employees, agents or independent contractors.

11. USE OF PREMISES.

(a) Licensee will comply with all requirements of all laws, ordinances, orders and regulations of the federal, state, county, and municipal authorities and with the direction or certificate of occupancy issued pursuant to any law during the License Term. Licensee shall not make or permit any use of the Premises which may be dangerous to life, limb or property, or which may interfere with normal railroad operations, or which may increase the premium cost of or invalidate any policy of insurance carried on the Premises or covering Metra's operations on the Premises or any part or appurtenance thereof.

(b) Except as permitted in Section 5 of the Operation and Maintenance Agreement this License Agreement is attached to, Licensee shall not display, install, inscribe, paint or affix any sign, billboard, picture, advertisement or notice (collectively "Signs") on the Premises nor shall Licensee allow others to place Signs on the Premises except in such place or places and of such color, size, design, style and material as shall have the prior written approval of Metra and, upon expiration of the term, whether by lapse of time or otherwise, and/or at the request of Metra, Licensee shall remove all such Signs. Licensee covenants that it will not use or permit to be used any part of the Premises for any damage, noxious, or offensive trade or business that is objectionable to the public or to Metra and will not cause or maintain any nuisance in, at, or on the Premises. Metra makes no

covenant for quiet enjoyment of the Premises.

(c) Licensee, its employees, agents or contractors shall not create and shall use their reasonable best efforts to prevent the occurrence of dangerous or hazardous conditions on the Premises. Licensee shall not allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire and further shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over environmental matters affecting the Premises. If as a result of the Licensee's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Licensee shall protect, hold harmless, defend and indemnify Metra, NIRCRC and RTA from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations. Should any contamination or other environmental condition occur or result from Licensee's use or occupancy of the Premises, Licensee will be responsible for all costs associated with its mitigation, cleanup and any related liability.

12. **REPAIRS AND MAINTENANCE.** During the License Term, Licensee shall, at Licensee's sole cost and expense, keep the Premises in good order, condition and repair. If Licensee does not make repairs promptly and adequately, Metra may, but shall not be required to, make such repairs, and Licensee shall promptly pay the reasonable cost thereof, including overtime and other expenses, all without any liability to Metra by reason of interference, inconvenience or annoyance. Metra shall not be liable to Licensee for any expense, injury, loss or damage resulting to Licensee from work done in, upon or along the Premises or from Metra's use of any adjacent or nearby land or rights-of-way.

13. **INDEMNITY.** To the fullest extent permitted by law, Licensee agrees to protect, indemnify, defend and forever hold harmless Metra, NIRCRC and RTA and their respective directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the Licensed Activities, Licensee's improvement, maintenance or use of the Premises, Licensee's negligence, or the failure of Licensee to comply with the provisions of this Agreement. The indemnities set forth herein shall survive termination of this Agreement.

14. **INSURANCE.**

(a) Licensee covenants and agrees that it will maintain at Licensee's expense the insurance required by the Operation, Use, and Maintenance Agreement during the License Term. Licensee shall require all other approved licensees to obtain policies of insurance acceptable to Licensor.

(b) To the extent permitted by law, all insurance coverage required under the terms of this Agreement shall list Metra, the RTA and the NIRCRC as additional insureds. A duplicate copy of each such insurance policy or a certificate of insurance shall be furnished to Metra prior to the

commencement of the Licensed Activities on the Premises and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing thirty (30) days prior to any termination, cancellation or modification of such policies. If such insurance is not in effect at any time, Licensee will immediately cease Licensee's use of the Premises and, upon failure to do so, Metra has the authority and Licensee's consent to prevent Licensee from using the Premises. Licensee's failure to obtain proper insurance coverage or to insure Metra as an additional insured shall not at any time operate as a waiver of Metra's right to indemnification and defense against any claim under the terms and conditions of this Agreement.

(c) Licensee waives all claims for recovery from Metra for any loss or damage (whether or not such loss or damage is caused by the negligence of Metra and notwithstanding any provision or provisions contained in this Agreement to the contrary) to any of Licensee's property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is permitted by the applicable policy of insurance.

15. FIRE AND OTHER CASUALTIES.

(a) Licensee hereby releases Metra, NIRCRC and RTA, their respective directors, officers, agents and employees, from all liability for loss or damage caused by fire or other casualty by reason of any injury to or destruction of any real or personal property of any kind, owned by Licensee, or in which Licensee is interested, which now is or may hereafter be placed on any part of the Premises.

(b) The Licensee further agrees that if the release hereinbefore made shall not be valid, the Metra, NIRCRC and RTA shall have the full benefit of any insurance effected by Licensee on the Premises or any improvements thereon. It is expressly understood and agreed, as one of the considerations to Metra for the making of this License, and one of the conditions upon which it is made, that Licensee's insurer shall not have any claim, cause of action or demand against the Metra, or any party or corporation at any time owning or operating the property of said Metra on account of any damage or injury or destruction of the Premises or any improvements thereon, on account of any payment made to Licensee or any other party by reason of such damage, injury or destruction, and Licensee agrees to defend, indemnify and hold harmless Metra, NIRCRC and RTA, their respective directors, officers, agents and employees, against any such claim, cause of action or demand.

(c) Licensee further agrees that in case any building, personal property, or other improvement owned or controlled by Licensee now or hereafter located upon said Premises is damaged or destroyed wholly or partially by fire or other casualty, Licensee shall remove all debris, trash or rubbish caused by or incident to said damage or destruction at the time and dates specified by Metra and, in case of failure so to do, Metra may, at its option, enter upon the Premises and remove such debris, trash or rubbish at the sole cost of Licensee, and Licensee hereby agrees to pay such cost to the Metra upon presentation of a bill therefor.

16. CONDEMNATION. If the Premises or any part thereof shall be taken or condemned by any competent authority for any purpose, or is sold by Metra under the threat of condemnation, the License Term as to the part so taken shall terminate upon the date when possession of the part so taken shall be required. Current Fee shall be abated in its entirety from the date of such termination in the event the part so taken renders the Premises untenable or unreasonably interferes with Licensees ability to conduct the Licensed Activities on the Premises and Licensee shall have no right to share in the condemnation award or sales proceeds.

17. REMEDIES. All rights and remedies of Metra herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) If any voluntary or involuntary petition or similar pleading under any section(s) of any bankruptcy act shall be filed by or against Licensee, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Licensee insolvent or unable to pay Licensee's debts, then Metra may, with or without notice of such election, forthwith terminate this License. Metra shall, upon such termination, be entitled to recover damages in an amount equal to the then present value of the Fee for the remainder of the License Term.

(b) If Licensee defaults in the payment of Fee and fails to cure such default within five (5) days after the date Fee is due or if Licensee defaults in the prompt and full performance of any other provision of this Agreement and such default continues and is not cured to the satisfaction of Metra within five (5) days of such default, at Metra's sole option, this Agreement and Licensee's License of the Premises shall automatically cease and terminate without further action of or notice by Metra. Licensee hereby agrees to waive any and all rights to statutory notice of default under the terms of this Agreement; provided, however, that Metra, in Metra's sole discretion, may elect, but shall not be required, to give Licensee notice of such default and/or an extension of the time to cure such default. If the interests of Licensee is levied upon or attached by process of law, or if Licensee makes an assignment for the benefit of creditors, or if Licensee abandons the Premises, then and in any such event Metra may, with or without notice of such election, terminate this License Agreement and/or Licensee's right to possession.

(c) No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. No receipt of money by Metra from Licensee: (1) after any default by Licensee; (2) after the termination of this License; (3) after the service of any notice or demand; (4) after the commencement of any suit; or (5) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the License Term or affect in any way such notice or suit, as the case may be.

(d) Upon any termination of this License, whether by lapse of time or otherwise, or upon any termination of Licensee's right to possession without termination of this License, Licensee shall surrender possession and vacate the Premises immediately and deliver possession thereof to Metra in as good or better condition than that which existed prior to the commencement of the Licensed

Activities on or Licensee's use of the Premises. If Licensee does not remove Licensee's improvements and other personal property of all kinds from the Premises prior to the end of the License Term, Metra may remove all such improvements and personal property at Licensee's sole cost and expense or, at Metra's option, Licensee shall be conclusively presumed to have conveyed the same to Metra under this Agreement as if by a bill of sale without further payment or credit by Metra to Licensee. Licensee hereby grants to Metra full and free license to enter the Premises in such event, with or without process of law, and to repossess the Premises and to remove Licensee and any others who may be within the Premises. Metra may remove any and all property from the Premises using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Metra's rights to Fee or any other right given to Metra herein under or by operation of law. Licensee shall pay Metra as liquidated damages and not as a penalty for forfeiture, at a rate of two times the amount of the License Fee per month for each month that Licensee retains possession of the Premises or any part thereof after the termination of Licensee's License of the Premises or this Agreement whether by lapse of time or otherwise as provided for in this Agreement. Possession of the Premises shall include without limitation continued placement of materials, signs, debris or other articles or property owned or permitted by Licensee to be placed on or about the Premises. No termination of Licensee's License shall release the Licensee from any liability or obligation that accrued under the terms of this Agreement prior to said termination.

(e) If Licensee abandons the Premises and Metra elects to terminate Licensee's right to possession only, without terminating this License, Metra may enter onto the Premises, remove Licensee's property and other evidences of use and take and hold possession thereof as set forth in this section above. Failure of Licensee to occupy or use the Premises for the Licensed Activities for ninety (90) days at any one time shall be deemed an abandonment thereof.

(f) Should Licensee retain possession or use of the Premises or any part thereof after the termination of Licensee's License by Metra or as otherwise provided for in this Agreement, Licensee shall, at the option of Metra, become a Licensee from month to month only upon each and all of the terms herein provided as may be applicable to such month to month License, and any such holding over shall not constitute an extension of this License; provided, however, that Licensee shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, NIRCRC and RTA and their respective directors, employees, agents and licensees by reason of such retention of possession or use.

18. **TERMINATION.** In the event the demised Premises are required by Metra to be used for Metra's railroad operations, including but not limited to commuter parking or other station purposes, Metra may terminate this License Agreement and the use hereby created at any time by giving Licensee ninety (90) days prior written notice of Metra's intention to so terminate. No termination of this License Agreement shall release the Licensee from any liability or obligation that accrued prior to said termination. In the event this License Agreement is terminated pursuant to this section, any unearned prepaid Fee made by the Licensee under the terms and conditions of this Agreement shall be refunded to the Licensee on a prorated basis less any other monies which may be due Metra.

19. **PROPERTY RIGHTS.** This License Agreement does not confer upon or vest in Licensee any right, title or interest in or to any property of Metra except such rights as are specifically stated in this Agreement and all rights not specifically conferred to Licensee are reserved in Metra. Metra is not and never shall be liable to any creditor of Licensee or to any claimant against the estate or property of Licensee for any debt, loss, contract or other obligation of Licensee. The relationship between Metra and Licensee is solely that of licensor and licensee and not of landlord and tenant; is not and never shall be deemed a partnership or joint venture.

20. **INABILITY TO PERFORM.** Except as otherwise expressly provided in this License, this License and the obligation of Licensee to pay Fee and to make any other payments and perform all of the other covenants and agreements hereunder on the part of Licensee to be performed under the terms of this License shall not be affected, impaired or excused, nor shall Metra at any time be deemed to be in default hereunder because Metra is unable to fulfill any of its obligations under this License.

21. **ATTORNEYS' FEES.** In the event of any litigation or arbitration between Licensee and Metra to enforce any provision of this License, or any right of either Party hereto, if Metra is the prevailing Party, Licensee shall pay to Metra all costs and expenses, including court costs and reasonable attorneys' fees, incurred by Metra with respect to such litigation or arbitration. If Metra, without fault is made a party to any litigation instituted by or against Licensee, Licensee shall indemnify Metra against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by Metra in connection therewith.

22. **ESTOPPEL CERTIFICATE.** Licensee shall at any time and from time to time, after having received ten (10) days' prior written notice from Metra execute, acknowledge or deliver to Metra a statement in writing certifying that this License is unmodified and in full force and effect (or if modified, stating the nature of the modification and certifying that this License, as so modified, is in full force and effect) and the dates which Fee is due Metra and other charges are paid and acknowledging that there are not, to Licensee's knowledge, any uncured defaults on the part of Metra hereunder or specifying such defaults if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Licensee's failure to deliver such statement within such time shall be conclusive upon Licensee that this License is in full force and effect, without modification except as may be represented by Metra, and that there are no uncured defaults in Metra's performance.

23. **COOPERATION.** The Parties will further take other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

24. **JURY TRIAL.** Licensee hereby agrees to waive all its rights to a jury trial in any action brought by either Party pursuant to or to enforce the rights or obligations of the Parties under the terms, conditions and provisions of this Agreement.

25. **GENERAL.** This Agreement and the rights and obligations accruing hereunder are binding upon the respective heirs, legal representatives, successors and assigns of Metra and Licensee. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in such exhibit shall govern and control.

26. **METRA'S LIEN.** Metra shall have a first lien upon the interest of Licensee under this License to secure the payment of all moneys due under this Agreement, which lien may be foreclosed in equity at any time when money is overdue under this Agreement; and the Metra shall be entitled to name a receiver of said interest, to be appointed in any such foreclosure proceeding, who shall take possession of the Premises and who may relet the same under the orders of the court appointing said receiver.

27. **UNTENANTABILITY.** If the Premises are made wholly or partially untenable by fire or other casualty, Licensor may elect to: (a) terminate this License Agreement as of the date of the fire or casualty by notice to Licensee within thirty (30) days after the date of such fire or casualty; or (b) repair, restore or rehabilitate the Premises within sixty (60) days after Licensor is able to take possession of the damaged Premises and to undertake repair, restoration or reconstruction, in which latter event this License shall not terminate but Rent shall be abated on a per diem basis while the Premises are untenable. To the extent not covered by Licensee's policies of insurance, all expenses arising out of said repair, restoration or reconstruction shall be apportioned between Licensor and Licensee on the basis of the respective fault of the Parties; provided, however, that Licensor shall not be required to expend for such repair, restoration or reconstruction an amount greater than the actual insurance proceeds received by Licensor as a result of such fire or casualty. If Licensor elects to so repair, restore or rehabilitate the Premises and does not substantially complete the work within the sixty (60) day period, either Party may terminate this License Agreement, retroactive to the date of the fire or casualty, by notice to the other Party not later than seventy (70) days after Licensor is unable to complete said reconstruction or repairs. In the event of termination pursuant to this section, Rent shall be apportioned on a per diem basis and shall be paid to the date of the fire or casualty. Until the damaged portion of the Premises is ready for occupancy by Licensee, Rent shall be abated on a per diem basis in proportion to the part of the Premises which is rendered unusable by Licensee. Licensor shall not carry insurance on and in no event shall be liable to the Licensee for damage to Licensee's property, including without limitation furnishings fixtures or equipment, or Licensee's lost revenues or profits arising from such

untenantability.

28. **SUBROGATION.** Each Party hereto waives all claims for recovery from the other Party for any loss or damage (whether or not such loss or damage is caused by negligence of the other Party and notwithstanding any provision or provisions contained in this Agreement to the contrary) to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is permitted by the applicable policy of insurance.

29. **MASTER LEASE.** The provisions of this agreement are subject to the terms and provisions of the Operation, Use, and Maintenance Agreement signed between the parties and Metra's Master Lease with the Union Pacific. If any terms of this License Agreement are in conflict, the terms in the Maintenance Agreement shall prevail.

30. **ENTIRE AGREEMENT.** It is expressly agreed by and between the Parties hereto that all of the agreements, terms and covenants contained in this Agreement are the only and incorporate all agreements entered into between the Parties affecting the Premises. No modification, waiver or amendment of this Agreement, or any of its terms, shall be binding upon Metra or Licensee unless it is in writing, dated subsequent to the date of this Agreement and signed by a duly authorized officer(s) of the Party to be charged. The Licensee expressly acknowledges that Metra has made no agreements affecting the Premises except those as are expressed herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

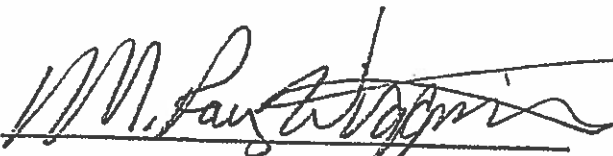
METRA:

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:


LICENSEE:

VILLAGE OF OAK PARK

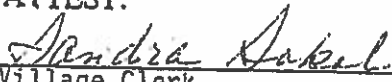
By: 
Philip A. Pagano, Executive Director



ATTEST:

By: 
Assistant Secretary

ATTEST:


Village Clerk

By: 
Deputy Village Clerk



**Department of Public Works
Standard Operating Procedures**

Date Issued
March 6, 2017

By Karen Rozmus
Environmental Services Manager

Title: Keep Oak Park Beautiful Programs (Alley Clean Up)

Purpose: To provide materials and supplies to residents, businesses or other groups that voluntarily sign up to host an alley clean up event. Information and application forms are available at <http://www.oak-park.us/village-services/refuse-recycling/alley-clean-program>

Procedure

As needed, prepare Alley Clean Up “kits” that contain written materials to help organize the event, safety guidelines, 10 trash bags, 10 pairs of disposable gloves, 10 pink refuse stickers, 10 green yardwaste stickers, invitations for neighbors and an evaluation form and envelope.

Add a work order in the RFA System. See KOPB Alley Clean Up Work Order Entry.

Deliver “kit”. Before and after photos may be taken.
Close work order and add units.

ATTACHMENTS:

- Kit Booklet
- Invitations for neighbors
- Evaluation Form
- KOPB Alley Clean Up Work Order Entry

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