

PARKING AGREEMENT

THIS PARKING AGREEMENT (“Agreement”) is hereby entered into as of the _____ day of _____, 2018, by and between OP Office Partners, LLC (“OP Office”), an Ohio corporation authorized to conduct business in the State of Illinois and the Village of Oak Park (“Village”), an Illinois home rule municipal corporation (also collectively referred to as “the Parties”).

RECITALS

WHEREAS, OP Office owns the property located at 1010 Lake Street; and

WHEREAS, OP Office has sold the parking lot portion of 1010 Lake Street containing thirty-seven (37) parking spaces (hereinafter referred to as “Parking Lot”) to Albion at Oak Park, LLC for the development of a new mixed used building and parking garage; and

WHEREAS, during the demolition of the structure located at 1000 Lake Street and the Parking Lot and during construction of the new building, OP Office desires to find alternative parking for the occupants of 1010 Lake Street and the Village has agreed to provide such parking pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

2. Provision of Parking Spaces. The Village agrees to provide OP Office’s tenants at the 1010 Lake Street building up to thirty-seven (37) permit parking spaces on an as-needed basis at the Village’s Holley Court Parking Garage located at 1125 Ontario Street, Oak Park,

Illinois 60302 ("Garage") for the term of this Agreement as long as the Village owns and maintains said Garage during said term at the then current fee established by the Village for permits at the Garage. The permits shall be provided pursuant to the Village's Parking Lot Guidelines for the Garage, attached hereto and incorporated herein by reference, as amended. The number of the thirty-seven (37) permits to be utilized by North America's tenants pursuant to this Agreement shall be within North America's sole discretion.

3. Entire Agreement. The terms of this Agreement constitute the entire Agreement between the Village and North America.

4. Term of Agreement. This Agreement shall commence on its effective date and shall terminate on December 31, 2019 at 11:59 p.m.

5. Savings Clause. If any provision of the Agreement shall be deemed invalid, illegal or unenforceable in any respect, the legality and enforceability of all other provisions of the Agreement shall not be in any way impaired or affected thereby.

6. Governing Law and Venue. This Agreement is not subject to approval by the court and shall be effective on the date contained herein. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and United States of America. Venue for any action to enforce the terms of this Agreement shall be in the Circuit court of Cook County, Illinois.

7. Severability. The provisions of this Agreement are severable and if any of its provisions are found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

8. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

9. Counterparts; PDF or Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

10. Headings and Titles. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

11. Binding Authority. The individuals executing this Agreement on behalf of the Village and North America represent that they have the legal power, right, and actual authority to bind their respective Parties to the terms and conditions of this Agreement.

12. No Assignment. Neither party shall assign or transfer this Agreement to any party without the express written approval of the other party.

13. Effective Date. The effective date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGES FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

OP OFFICE PARTNERS, LLC

By: Cara Pavlicek
Its: Village Manager

By: Michael L. Pacillio
Its: Authorized Agent

Date: _____, 2018

Date: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2018

Date: _____, 2018