

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees
Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, July 16, 2019

7:00 p.m.

Meeting Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Minutes of Previous Regular Meeting**
- 5. Authorize Payment of Bills**
- 6. Presentation by Stickney Township Animal Control Officer, Pam Barnett**
- 7. Pass and Approve Ordinance 2019-10, "An Ordinance Amending Chapter 78, Section 78-318 of the Village of Stickney Municipal Code Regarding Local Motor Fuel Tax for the Village of Stickney, County of Cook, State of Illinois"**
- 8. Pass and Approve Ordinance 2019-11, "An Ordinance Authorizing and Approving a Five-Year Extension on a Lease for Certain Real Property Leased by the Village of Stickney From the Metropolitan Water Reclamation District of Greater Chicago for the Village of Stickney, County of Cook, State of Illinois"**
- 9. Report from the President**
- 10. Report from the Clerk**
- 11. Trustee Reports/Committee Reports**
- 12. Reports from Department Heads**
 - a. Stickney Police Department Semi-Annual Report**
- 13. Public Comments**
- 14. Adjournment**

Posted July 11, 2019

July 2, 2019

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, July 2, 2019, at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White**

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous Regular session on Tuesday, June 18, 2019.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White
Nays: None
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White
Nays: None
Mayor Walik declared the motion carried.**

Trustee Savopoulos moved, duly seconded by Trustee Torres to pass and approve Ordinance 2019-09, "An Ordinance Amending Chapter 86, Article IV, Division 4 of the Code of Ordinances for the Village of Stickney, regarding the Regulation and Licensing of Small Cell Facilities in the Village of Stickney, County of Cook, State of Illinois"

Prior to the vote Village Attorney Mike Del Galdo explained that small cells act as repeaters to cellular towers. They are attached to light poles or to utility poles. They are to illuminate dead spots in coverage.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White
Nays: None
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos to approve Resolution 12-2019, "A Resolution Authorizing and Approving a Certain Proposal From Ampstun Corporation for Certain Billing and Data Conversion Services for the Village of Stickney"

Prior to the vote the Mayor explained that this is updating our water system. The computer is about 10 years old. We are now moving to Windows 10. We upgraded the printer and the software.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White

Nays: None

Mayor Walik declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Hrejsa to grant permission for a block party on August 17, 2019 on the 3900 block of Scoville.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White

Nays: None

Mayor Walik declared the motion carried.

Trustee Kapolnek moved, duly seconded by Trustee Torres to grant permission for a block party on August 17, 2019 on the 4100 block of Maple.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White

Nays: None

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor wished everyone a Happy 4th of July. He informed people of the August 4, Senior Luncheon. He suggested that people spread the word to the seniors that they know. The mayor also alerted us to the July 24, 2019 Bid Opening for Pavement Improvements on 45th Street to Harlem Avenue with money we received from the county. There will also be a bid opening for the pumping station building's masonry repairs.

CLERK'S REPORT: The Clerk continued with information pertaining to the 2020 Census. She told the audience that if three in-person attempts to count a household are unsuccessful, enumerators will attempt to conduct an interview with a proxy respondent if they determine the proxy has sufficient knowledge of who lived in the housing unit on April 1, 2020. Proxies can include: Neighbors; Relative of the occupants; Landlords or building managers; Real estate agents and new occupants (if the residents moved at the time of the Census Day); Local government employees (clerks, tax collectors and other administrative staff); Utility workers or postal service employees: Once all attempts to count a housing unit have been exhausted, the Census Bureau will use federal and local administrative records to fill in missing information. Examples of administrative records include: IRS documents (1040 Forms); Medicare and Medicaid forms; Social Security Numerical identification System records; U.S.Postal Office files; Supplemental Nutrition Assistance Program (SNAP); Records from previous census surveys:

TRUSTEE REPORTS:

All the Trustees wished a Happy 4th to everyone.

Trustee Hrejsa reminded people that there is no Music in the Park this week. July 10th is the next Music in the Park.

Trustee Kapolnek recommended that people keep their animals protected during the 4th of July and not let them run out of the house due to fireworks.

Trustee Savopoulos reported that he and Trustee White met with Senator Sandoval to discuss the Capital Bill that was passed. The Trustee is happy to say that we secured \$500,000.00 for Capital Projects in Stickney.

Trustee White elaborated on the meeting with Senator Sandoval. The meeting lasted for two hours. We talked about a lot of different subjects. He committed to giving us this money for our community at the very end of our conversation when we were ready to leave. Trustee White also told us about a conversation with Senator Landek who represents a small portion of our community. He also committed \$50,000.00. In addition, we were told that this Capital Bill, this \$45 billion, is not all going to be spent in the first year. There will be an opportunity to get this money over the next ten years. This money is to be spent on roads, bridges, streets, sidewalks and infrastructure over the next ten years. Our initial money that we are going to get, we will have the opportunity to get more over the next ten years.

DEPARTMENT REPORTS:

Public Works Director Joe Lopez reminded us that the garbage pick-up schedule will be pushed back because of the 4th of July. Public Works employees focused on cleaning the alley on resident's side of Harlem Avenue.

Fire Chief Jeff Boyajian reminded people to check on their elderly neighbors during this hot weather. If you believe there is something wrong, call 9-1-1. He gave tips on caring for animals during this hot weather and the 4th of July.

Police Chief Dan Babich anticipated the fireworks as the war is coming. He spoke of the new payroll system which was recently established. The department heads, Deputy Police Chief Jaczak, Fire Chief Boyajian, Public Works Director Lopez and Beth the Administrative Assistant, are doing a great job with the new system with very few glitches. That is a big thing for moral. There is nothing worse when your payroll and your checks are messed up. It went over smooth. The changeover with Cicero with the 9-1-1 dispatch went smoothly. The Police Chief now discussed the alleyways. We can tow the vehicles now that people have been leaving in the alleys. People abandoned them and use the alleys as a salvage yard. There are other things going on. Our officers are focusing in on our immediate boundaries of the Village for the summer. They are working the alleys and streets writing tickets on stop signs, barricades and speeders. Our surrounding towns have been having a lot of thieves. We are trying to minimize that by keeping our officers in close to the home front. Once the weather gets cold they will go inside and we won't get so many problems. The 4th of July is the busiest time of the year. There is so much going on. If you don't get hit with traffic accidents or fireworks calls. We can hear fireworks going off in other communities. We are going to update Facebook every hour as to what is going on. We are going to have a signup there for spotters of fireworks. In other matters, Sergeant Cruz Ortiz located a 15-year-old kid within one day for doing graffiti in the

Village. He marked a garage, a building, a sidewalk and a dumpster. He confessed and he was charged. We have good officers here. The Mayor added in that Public Works removed the graffiti immediately. He mentioned that the combined dispatch will be reported on at the next board meeting. There were internal concerns that were addressed.

There being no further business, Trustee White moved, duly seconded by Trustee Kapolnek that the meeting be adjourned. Upon which the Board adopted the motion at 7:20 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2019

Jeff Walik, Mayor

Village of Stickney
Warrant Number 19-20 -06

EXPENDITURE APPROVAL LIST
 FOR CITY COUNCIL MEETING ON
 16-Jul-19

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the
 officeres, employees, independent contractors, vendors and other providers of
 goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		20,941.61
02 WATER FUND		171,222.64
03 MOTOR FUEL TAX FUND		1,288.82
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	193,453.07
General Fund Payroll	7/15/2019	195,208.00
Water Fund Payroll	7/15/2019	11,648.26
	Subtotal:	206,856.26
Total to be Approved by Village Council		400,309.33

Approvals:

 Jeff Walik, Mayor

 Audrey McAdams, City Clerk

 Paul Nosek, Treasurer

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 7/3/2019 Through 7/12/2019

Check Number	Vendor Name	Effective Date	Check Amount
500881	Air One Equipment, Inc.	7/3/2019	205.00
500882	Alfred G. Ronan, Ltd.	7/3/2019	3,000.00
500883	ANDERSON PEST SOLUTIONS	7/3/2019	120.46
500884	Berwyn ACE Hardware	7/3/2019	17.18
500885	CDW Government	7/3/2019	777.34
500886	Central Sod Farms, Inc.	7/3/2019	226.00
500887	ComEd	7/3/2019	471.55
500888	Corneliu Covaliu	7/3/2019	920.00
500890	Dearborn National	7/3/2019	1,096.87
500891	EMCOR SERVICES	7/3/2019	1,874.10
500892	Google LLC	7/3/2019	158.33
500894	Hector Garcia Jr.	7/3/2019	40.00
500895	IFCA Educational and Research Found...	7/3/2019	295.85
500896	Karina Roman	7/3/2019	25.00
500897	K-Five Hodgkins, LLC	7/3/2019	141.99
500898	Larry Alvarez	7/3/2019	25.00
500899	Lembke & Sons True Value	7/3/2019	48.33
500900	Menards - Hodgkins	7/3/2019	250.93
500901	Municipal Emergency Services	7/3/2019	1,381.46
500903	Skynet Security Systems	7/3/2019	175.00
500904	S & S Industrial Supply	7/3/2019	33.50
500905	STAPLES BUSINESS CREDIT	7/3/2019	587.06
500906	Victoria Lozada	7/3/2019	25.00
500907	Abila	7/10/2019	773.85
500908	Airgas USA LLC	7/10/2019	476.72
500909	American Solutions for Business	7/10/2019	2,509.86
500911	ANDERSON PEST SOLUTIONS	7/10/2019	53.05
500912	Bell Fuels, Inc.	7/10/2019	1,901.07
500913	The Blue Line	7/10/2019	250.00
500914	Braniff Communications, Inc.	7/10/2019	590.00
500915	CASSIDY TIRES & SERVICE	7/10/2019	20.00
500916	CDW Government	7/10/2019	1,755.67
500917	CINTAS #769	7/10/2019	690.40
500919	ComEd	7/10/2019	25.04
Total 01 - General Fund			20,941.61

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 7/3/2019 Through 7/12/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
500887	ComEd	7/3/2019	2,400.74
500889	Corporate Mailing Service, Inc.	7/3/2019	210.00
500902	Pollwardwater	7/3/2019	123.58
500910	Ampstun Corporation	7/10/2019	5,518.75
500912	Bell Fuels, Inc.	7/10/2019	108.63
500918	City of Chicago	7/10/2019	<u>162,860.94</u>
	Total 02 - Water Fund		171,222.64

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 03 - Motor Fuel Tax Fund
 From 7/3/2019 Through 7/12/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
500893	HALL SIGNS, ICN.	7/3/2019	<u>1,288.82</u>
	Total 03 - Motor Fuel Tax Fund		<u>1,288.82</u>
Report Total			<u><u>193,453.07</u></u>

ORDINANCE NO. 2019-10

AN ORDINANCE AMENDING CHAPTER 78, SECTION 78-318 OF THE VILLAGE OF STICKNEY MUNICIPAL CODE REGARDING LOCAL MOTOR FUEL TAX FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of individuals residing in, working in and visiting the Village; and

WHEREAS, pursuant to Public Act No. 101-0032 (the "Public Act"), which among other things creates Section 8-11-2.3 of the Illinois Municipal Code (65 ILCS 5/8-11-2.3), in addition to any other tax that may be imposed, a municipality in a county with a population of over 3,000,000 inhabitants may also impose, by ordinance, a tax on motor fuel at a rate not to exceed \$0.03 per gallon; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 78, Section 78-318 of the Village Code as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 78, Section 78-318 of the Village Code to update, amend, and clarify the Village's existing regulations, and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AMENDMENT OF CHAPTER 78, SECTION 78-318 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS**

SECTION 3.0 AMENDMENT OF CHAPTER 78, SECTION 78-318

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 78, Section 78-318 by striking out

any language to be removed or repealed and underlining any new language as follows:

Sec. 78-318. - Imposition of tax.

- (a) There is hereby imposed and shall be collected a tax upon the privilege of purchasing motor fuel at retail in the village at a rate of four cents per U.S. gallon.
- (b) In the event motor fuel is dispensed by a unit of measure other than U.S. gallon, then the tax shall be imposed at the same ratio of four cents per U.S. gallon to the unit of measure.
- (c) In addition to any other tax imposed under this section, beginning on July 1, 2019, an additional tax is now imposed pursuant to 65 ILCS 5/8-11-2.3, upon all persons in the village engaged in the business of selling motor fuel as now or hereafter defined in the motor fuel tax law at retail for the operation of motor vehicles upon public highways or for recreational watercrafts upon waterways at a rate of three cents (\$0.03) per gallon, or the maximum rate permitted by law, of motor fuel sold at retail within the village for the use or consumption and not for resale. This tax shall be collected and discharged in accordance with 65 ILCS 5/8-11-2.3.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4. HEADINGS.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be in full force and effect immediately, following its passage, approval and publication, as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2019.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2019.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2019-11

AN ORDINANCE AUTHORIZING AND APPROVING A FIVE-YEAR EXTENSION ON A LEASE FOR CERTAIN REAL PROPERTY LEASED BY THE VILLAGE OF STICKNEY FROM THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") entered into a lease agreement (the "Original Lease"), a copy of which is attached hereto as "Exhibit A", with the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") in or about May, 2015, which provided for the lease of approximately 63.7 acres of land located east of Ridgeland Avenue and south of 29th Street to 41st Street, including Lombard Avenue between 39th and 43rd Street, and commonly known as the Main Channel Atlas Parcels 38.01, 38.02, 38.04, 38.04, 38.06 and 38.08; and

WHEREAS, the Original Lease gives the Village the option to renew the Original Lease for an additional five (5) years and the Village wishes to exercise this option and extend the Lease (the "Lease Renewal"); and

WHEREAS, the Original Lease further provides that the Village shall file with the MWRDGC an Environmental Demised Premises Restoration/Remediation Bond in the amount of \$10,000.00, secured either by cash, an irrevocable letter of credit or a commercial bond with surety (the "Bond"); and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into the Lease Renewal and to authorize the Bond with MWRDGC; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the President or his designee to enter into the Lease Renewal and to authorize the Bond with MWRDGC and to

further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Lease Renewal and the issuance of the Bond in accordance with the Original Lease terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his designee to execute any and all documents related to the Lease Renewal as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign, if required, the Lease Renewal and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5: SEVERABILITY. The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED this ___ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2019.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2019.

Audrey McAdams, Village Clerk

EXHIBIT A

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Mariyana T. Spyropoulos

President

Barbara J. McGowan

Vice President

Frank Avila

Chairman of Finance

Michael A. Alvarez

Timothy Bradford

Cynthia M. Santos

Debra Shore

Kari K. Steele

Patrick D. Thompson

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312.751.6565

RONALD M. HILL

General Counsel

312.751.6565

f: 312.751.6598

ronald.hill@mwr.org

Via U.S. Mail and Email To:
mavor@villageofstickney.com

June 19, 2015

The Honorable Deborah Morelli
Mayor, Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402-4048

Re: Village of Stickney 5-year Lease Agreement on approximately 63.7 acres of vacant and unimproved real estate commonly known as Main Channel Atlas Parcels 38.01, 38.02, 38.04, 38.05, 38.06, and 38.08, for public park and recreational purposes in Stickney, Illinois. File Number 14-BEB-010. L-298

Dear Mayor Morelli:

Enclosed for your records is one fully executed original 5-year Lease on approximately 63.7 acres of vacant and unimproved real estate commonly known as Main Channel Atlas Parcels 38.01, 38.02, 38.04, 38.05, 38.06, and 38.08, for public park and recreational purposes in Stickney, Illinois, for the period commencing November 20, 2015, and expiring November 19, 2020.

If you have any questions, you may contact Bernice Brown, Legal Assistant, at (312) 751-6572.

Sincerely yours,



Susan T. Morakalis

Head Assistant Attorney

STM/BEB
Enclosure

LEASE AGREEMENT

THIS INDENTURE, made this 6th day of November 2014, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF STICKNEY a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices in Stickney, Illinois (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 DEMISED PREMISES

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises depicted in Exhibits "A", "B", and "C" which are attached hereto and made a part hereof, located in Stickney, Illinois, County of Cook, for public park and recreational purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately 63.7 acres of vacant real estate located east of Ridgeland Avenue south of 39th Street to 41st Street, including Lombard Avenue between 39th and 43rd Street, and commonly known as Main Channel Atlas Parcels 38.01, 38.02, 38.04, 38.05, 38.06, and 38.08.

1.02 TERM OF LEASE

The term of this Lease is 5 years, beginning on the 20th day of November, A.D., 2015, and ending on the 19th day of November, A.D. 2020, unless said term shall be sooner ended under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF THE LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the premises and authority to execute this Lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this Lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that it may construct such improvements as it deems necessary in connection with its proposed use of the Demised Premises of this Lease and

that said Lessee may use the demised premises in accordance with the uses provided for in Section 3.07 of this Lease.

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits or to obtain Lessor's approval of a different use or improvement which is permitted under the zoning laws/building codes;
- B. The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Premises herein leased, of the Demised Premises herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

- A. **BASIC ANNUAL RENTAL PAYMENT:** During the 5 year period from November 20, 2015, through November 19, 2020, the rental shall be TEN AND NO/100 DOLLARS (\$10.00) receipt of which is hereby acknowledged for the entire term of the Lease.
- B. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall, subject to any applicable limitation imposed by State statute, bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF RIGHT OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer or violation of any of the terms hereof, Lessee will not interpose any set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorney to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distraint for any rent that may be due thereon upon any of the property of the Lessee located on

the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the the Demised Premises are to be used by said Lessee for the sole and exclusive purpose of: recreational purposes including a Village Festival and similar community events including a carnival and fireworks displays no more than three time per year, a baseball field, a Veteran's War Memorial on parcel 38.06, public park and recreational activities, and for no other purpose whatsoever.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind

shall be sold, given away or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises which Lessee placed on the Demised Premises including above-ground and below-ground storage tanks and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended, prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, and placed on the Demised Premises by Lessee or any third party during the term of this Lease prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. On hundred twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, upon receipt of ninety (90) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right of take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and

agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE DEMISED PREMISES

- A. The Lessee is hereby expressly given the right at any time and from time to time, to mortgage its interest in the Demised Premises by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Demised Premises.
- B. **DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof

showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises is situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of the Lessee to general real estate taxation.

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises. It shall be the sole responsibility of the Lessee to comply with all reporting and consultation requirements of the Illinois Department of Natural Resources (IDNR) including but not limited to Title 17 Section 1075 of the Illinois Administrative Code, and Lessee shall submit evidence of compliance with IDNR requirements to the Lessor.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or

giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith. Lessee shall not be responsible for actions that result from the sole negligence of Lessor.

4.02 INDEMNIFICATION AGAINST MECHANICS LIEN

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purpose for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which the Lessor is named as the Loss Payee. ("CLAIMS MADE" policies are unacceptable.) Said insurance shall be from a company to be approved by the Lessor, having policies with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than \$4,000,000.00 per occurrence
INCLUDING FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the premises

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. The provisions of this paragraph shall in no wise limit the liability of the Lessee as set forth in the provisions of 4.01 above.

4.04 SELF-INSURER

If Lessee is a self-insurer, Lessee, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the Lessor an

acknowledged statement that the Lessee is a self-insurer, and that it undertakes and promises to insure the Lessor, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 4.03 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the Lessor, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
In the amount of not less than \$4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
In the amount of not less than \$4,000,000.00 per occurrence
INCLUDING FIRE AND EXTENDED COVERAGE
In an amount not less than the replacement cost of improvements
located on the premises

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge of the fiscal structure and financial status of the Lessee to make such a statement on behalf of the Lessee and undertake to assume the financial risk on behalf of the Lessee and will be subject to the approval of the Lessor.

The provisions of this Section shall in nowise limit the liability of the Lessee as set forth under the provisions of Section 4.01.

4.05 INSURANCE ON IMPROVEMENTS

The Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by the Lessor.

Lessor shall be a named insured on all of said insurance policies, and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after the Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

Nothing herein contained in this paragraph shall be construed as a prohibition against the Lessee making further provision for insurance for the purpose of protecting the interest or interests of any money lending institution covering such interest or interests that said institution might have in the improvements placed upon the land covered by this Lease, providing that the Lessee shall pay the additional premiums therefor.

4.06 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event the Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee to the Lessor with the rents next thereafter falling due under this Lease, together with interest thereon, subject to any applicable limitation imposed by State statute at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.07 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.08 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the Director of Engineering of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.09 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Director of Engineering of the Lessor

is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Director of Engineering of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.10 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by the Lessee in any of its payments, or a breach by the Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

4.11 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event, the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.
- B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the

Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Director of Engineering of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.
- E. It is expressly understood that no blockage or restriction of flow in the waterway will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- F. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.
- G. The Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:

- (1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
- (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
- (3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion.

- H. If any any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Director of Engineering.
- I. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Director of Engineering of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the the Demised Premises.
- J. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

- K. The Lessee also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same directly into the Main Channel all to be done in a manner acceptable to said Director of Engineering of the Lessor.
- L. It is agreed by and between the parties hereto that the Lessee shall submit to the Director of Engineering of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
- M. The Lessor reserves to itself the right of access to the Main Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Director of Engineering of the Lessor may deem necessary.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within N/A years(s) from the date hereof to improve the Demised Premises by the construction thereon of the hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Director of Engineering of the Lessor prior to commencement of construction.

6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within N/A years of the effective date of this Lease. All of said buildings and improvements shall be completed within N/A years of the effective date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days notice, in writing, to the Lessee.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402-4048
Attn: Deborah Morelli, Mayor
E-mail: mayor@villageofstickney.com
Telephone: 708-749-4400

or to Lessor at:

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein-contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its

obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this Lease.

7.07 NON-GOVERNMENTAL COMMERCIAL DEVELOPMENT OF ALL OR PART OF THE DEMISED PREMISES

In the event Lessee shall determine that there exists a nongovernmental person, firm, partnership, corporation or other entity which desires to develop all or a portion of the demised premises for a commercial, non-permitted and non-governmental purpose of Lessee hereunder, Lessee shall not assign or sublet the Lease, but shall develop a good and sufficient legal description and plat of the proposed commercial development area within the leasehold premises, and upon written notice thereof to the Lessor, offer to surrender such segment of the demised premises to the Lessor. Upon acceptance of surrender of that segment of the demised premises, the Lessee's rent hereunder shall be abated proportionately and Lessor may thereafter offer such segment as available for commercial leasing in accordance with the commercial leasing provisions of the Lessor's Leasing Statute and all applicable enactments, practices and policies of Lessor's Board of Commissioners relative thereto.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPEAD LESSOR IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way lands of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit C. Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Director of Engineering in writing.

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Chief of Maintenance and Operations of Lessor, and shall, at a minimum, state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."

ARTICLE NINE

DEMISED PREMISES WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will

not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 NOTICE

It is further agreed that the notice as provided in Article One, Paragraph 1.02 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

9.05 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Director of Engineering in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibits A and B, respectively, upon the approval thereof by District's Director of Engineering, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published there-under, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, poly-chlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Lessee or Lessor;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether sold, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer or registered architect with experience and expertise in conducting environmental assessments of real estate, bed-rock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records) a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Director of Engineering of the District.

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF DEMISED PREMISES (ENVIRONMENTAL)

- A. In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that to the best of Lessee's actual knowledge, during the period

of such prior occupancy/use the Demised Premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that here has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon during the term of this Lease except such release, emission, discharge or disposal by Lessor, its employees, or agents, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.
- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the

defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

- C. Lessee shall be responsible for all costs for remediation of the Demised Property for contamination that migrates from adjacent property during the term of the Lease but Lessor may seek recovery from any responsible third party.

10.06 DEMISED PREMISES RESTORATION/REMEDATION BOND (ENVIRONMENTAL)

On or before the commencement of the last three year period of the leasehold term hereunder, Lessee shall submit a letter of intent to renew and within eighteen (18) months prior to expiration, execute the lease. If a lease is not executed prior to eighteen (18) months prior to expiration, Lessee shall lodge with the Lessor its Environmental Demised Premises Restoration/Remediation Bond in the penal sum of \$10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:
- (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.
- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.
- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (whether or not from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. Lessee will take all reasonable steps to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises during the term of this Lease.
- G. Except as disclosed on Attachment D hereto, Lessee has not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.
- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).
- I. During the term of this Lease, Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.
- J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

- L. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (1), renovation shall be deemed significant when the total cost exceeds \$10,000.00.
- M. Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.
- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee.
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee.
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be

expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee.

10.09 ADDITIONAL ENVIRONMENTAL COVENANTS

Lessee shall cause each of its contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
 - (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Lessee or any person permitted to use the Demised Premises by Lessee or any third party during the term of the Lease except Lessor;
 - (3) provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.
- B. Notify Lessor by telephone within two hours of Lessee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.
 - C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.
 - D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with

respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property caused or permitted by Lessee during the term of the Lease, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time if it has reasonable suspicion of the presence of Hazardous Material on the Demised Premises resulting from Lessee's activities.

- B. If buildings exist on the premises on the date of this Lease or subsequent thereto, Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessor shall have the right and option to terminate this Agreement and to declare it null and void.
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:
 - (1) the Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
 - (2) the Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls

(PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

- (3) the engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;
- (4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and Improvements are free of contamination by Hazardous Materials;
- (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and described any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and
- (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.01, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, reasonably satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice and consistent with generally accepted engineering practice and

procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, upon reasonable basis therefor Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests.

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IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: SEE ^{NEXT} ATTACHED SHEET
Mariyana T. Spyropoulos
Chairman, Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

VILLAGE OF STICKNEY

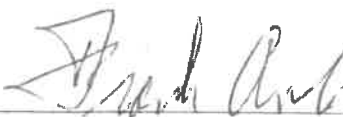
By: Deborah Morelli
Title: MAYOR

ATTEST:

By: Anthony McGowan
Title: Village Clerk

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: 
Frank Avila
Chairman, Committee on Finance

ATTEST:


Jacqueline Torres, Clerk

VILLAGE OF STICKNEY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES
HEREBY CERTIFY that DEBORAH MORELLI, personally known
(Name)
to me to be the MAYOR of VILLAGE OF STICKNEY, a
(Title) (Village/Town/City)
body corporate and politic, and AUDREY McADAMS, personally known to me to
(Name)
be the VILLAGE CLERK of said body corporate and politic and personally
(Title)
known to to me to be same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
MAYOR and VILLAGE CLERK of said body corporate and politic
(Title) (Title)
executed said instrument in behalf of said body corporate and politic and caused its corporate
seal to be affixed thereto pursuant to authority given by the corporate authority of said seal, as
its free and voluntary act and as the free and voluntary act and deed of said seal, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of MAY, A.D. 2015

Kurt Kasnicka
Notary Public

My Commission expires:

9/27/2017



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Brenda F. Holmes Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK AVILA, personally known to me to be the CHAIRMAN OF THE COMMITTEE ON FINANCE of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and JACQUELINE TORRES, personally known to me to be the CLERK of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of June, A.D. 2015.

Brenda F. Holmes
Notary Public

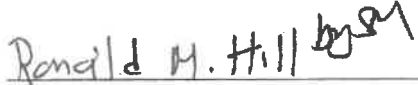
My Commission expires:

3/30/18



APPROVED AS TO FORM AND LEGALITY:

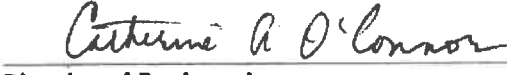

Head Assistant Attorney


General Counsel


APPROVED: As to Plat and Legal Description


Engineer of Infrastructure Management


Assistant Director of Engineering of Infrastructure & Budget Management Division


Director of Engineering

APPROVED:


Executive Director

THE METROPOLITAN SANITARY DISTRICT OF

GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, party of the first part (hereinafter designated the "Lessor"), and the Village of Stickney, a municipal corporation organized and existing under the laws of the State of Illinois, party of the second part, (hereinafter designated the "Lessee").

WITNESSETH:

1. Demised Premises. The Lessor, in consideration of the sum of one dollar (\$1.00), the receipt whereof is hereby acknowledged, and of the agreements, conditions, covenants and terms on the part of the Lessee hereinafter contained, hereby leases to the Lessee the following described property (hereinafter referred to as the "demised premises"), to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, in E. A. Cummings and Company's City Farms Subdivision in the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, together with a 16-foot wide alley lying east of, adjacent to and contiguous with the east line of said Lots 1 to 10, both inclusive, and also that part of West 42nd Street lying between the east line of Ridgeland Avenue and the west line of 63rd Court (also known as Cuyler Avenue) as laid out on the plat of said subdivision; and that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 5 lying east of the east line produced of said Ridgeland Avenue, west of the west line produced of said 63rd Court (also known as Cuyler Avenue) and south of the south line produced of West 40th Street as laid out on the plat of said subdivision, and containing 10.81 acres, more or less, in Cook County, Illinois.

RIGHT OF WAY OF THE MAIN CHANNEL

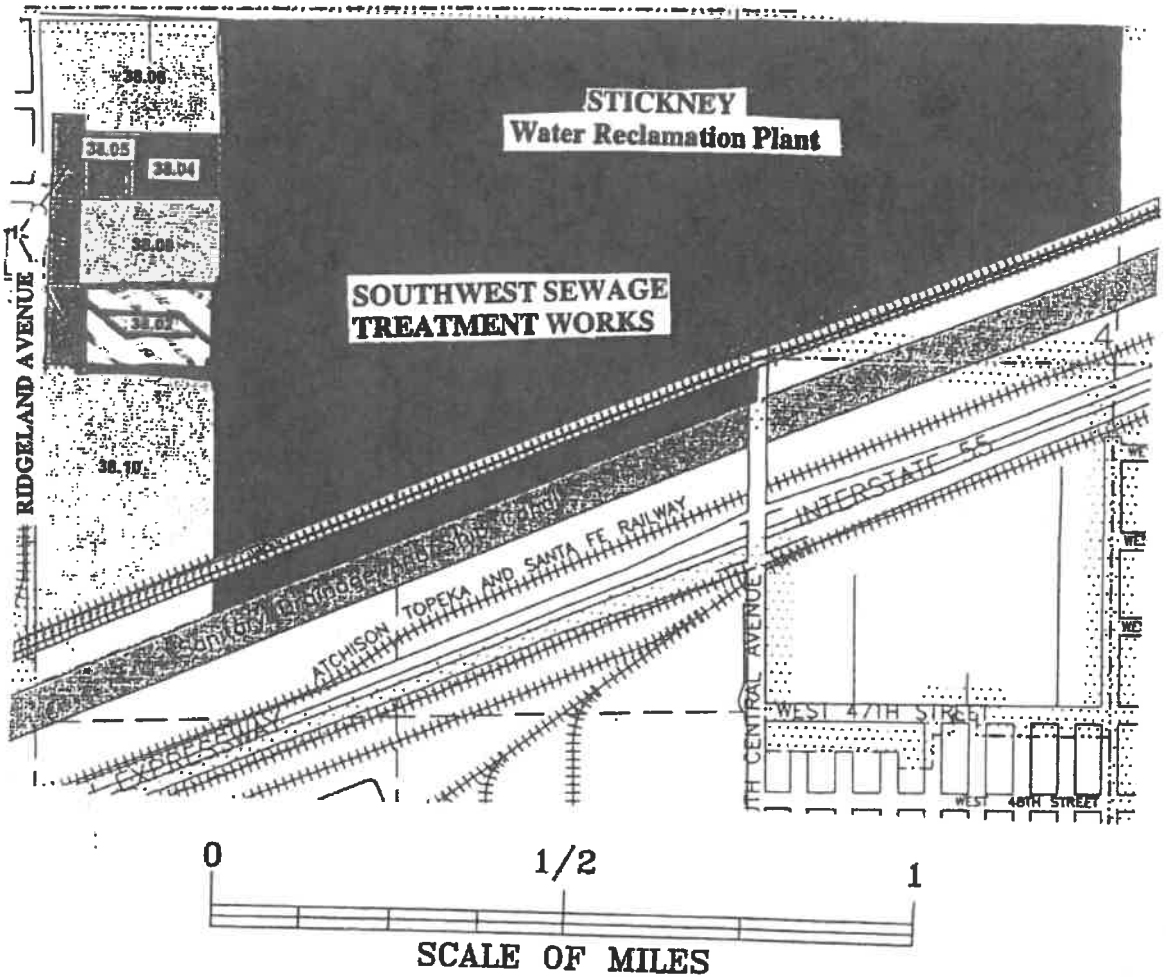
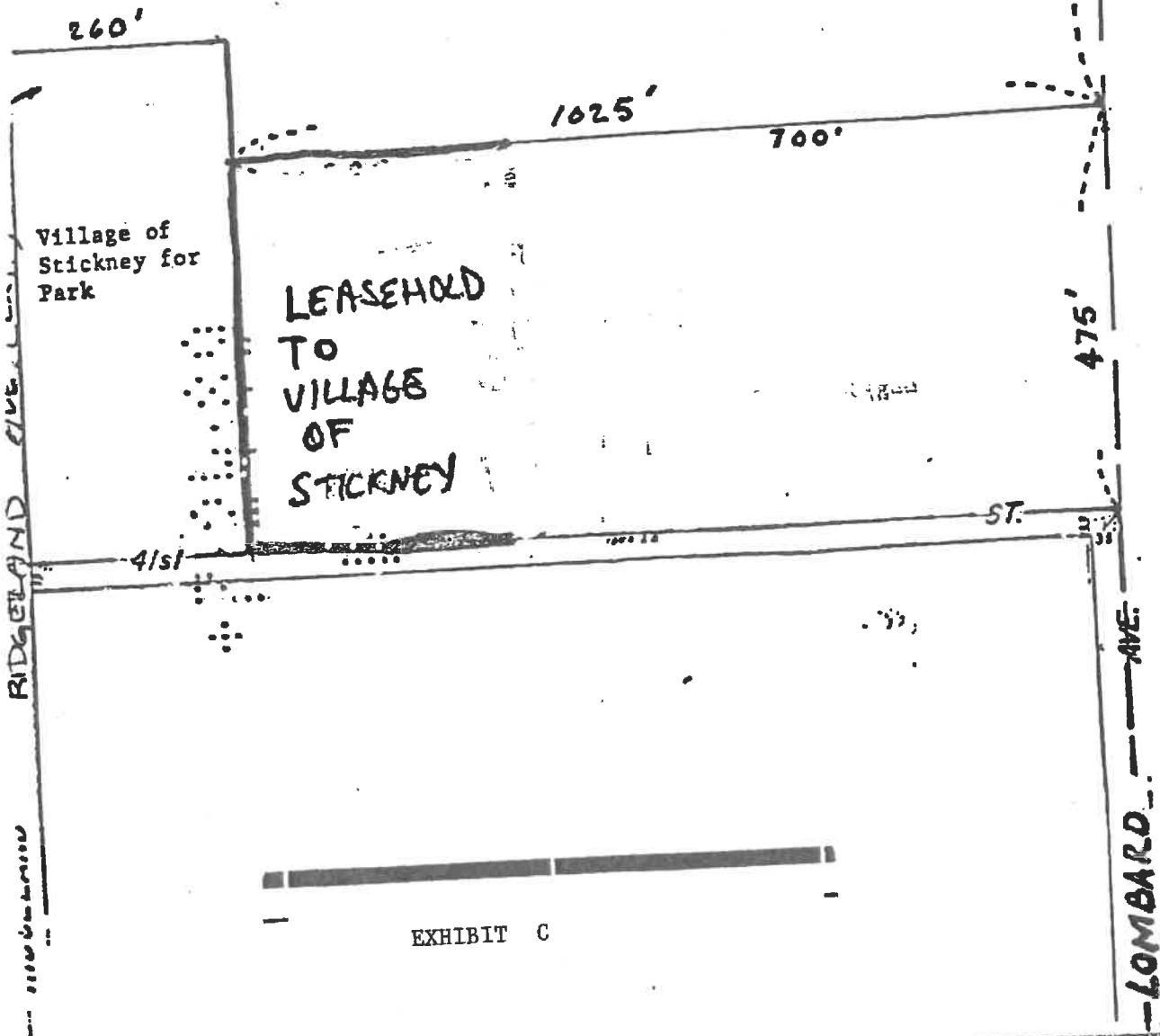


Exhibit B

PERSHING

LEGAL DESCRIPTION

THE WEST 325 FEET OF THE EAST 1,025 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 EXCEPT THE NORTH 850 FEET THEREOF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONTAINING 3.5 ACRES, MORE OR LESS.



LEASEHOLD TO VILLAGE OF STICKNEY

Village of Stickney for Park

RIDGELAND AVE.

LOMBARD AVE.

EXHIBIT C