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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2015-O-02**

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**AN ORDINANCE AUTHORIZING A GENERAL PERMIT BY AND BETWEEN THE  
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
AND THE VILLAGE OF WILLOW SPRINGS**

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**ALAN NOWACZYK, President  
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK  
MARIO IMBARRATO  
ANNETTE KAPTUR  
KEVIN J. MALONEY  
KATHRYN STANPHILL  
JERRY STRAZZANTE**

**TRUSTEES**

**ORDINANCE NO. 2015-O-02**

**AN ORDINANCE AUTHORIZING A GENERAL PERMIT BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF WILLOW SPRINGS**

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**WHEREAS**, the Village of Willow Springs (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented; and

**WHEREAS**, the Village desires to lease certain property located west of Willow Springs Road and south of the Main Channel, commonly known as Main Channel Parcel 29.04, Willow Springs, Cook County, Illinois, from the Metropolitan Water Reclamation District of Greater Chicago for a commuter parking lot, pursuant to a General Permit, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Permit*”); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Willow Springs deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village for the Village to enter into the Permit.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Permit, a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined by either the Village Attorney or the Village President,

said changes and revisions therein contained being approved by execution and delivery of such Permit by the Village President.

**Section 3:** The Village President, Village Administrator and Village Clerk are hereby authorized and directed to execute and deliver the Permit and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

**Section 4:** The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Permit to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

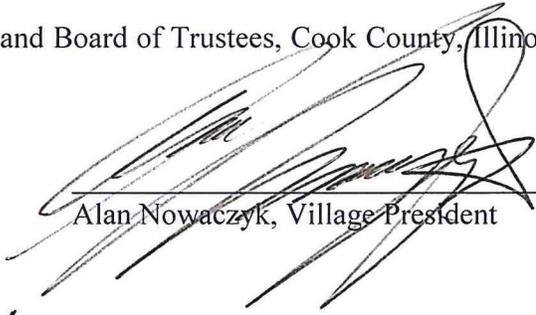
**Section 6:** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

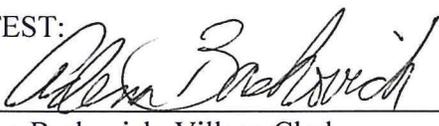
**Section 7:** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**ADOPTED** by the President and Board of Trustees of the Village of Willow Springs,  
Cook County, Illinois this 26<sup>th</sup> day of February 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
<b>TOTAL</b>	0	0	0	7

**APPROVED** by the President and Board of Trustees, Cook County, Illinois on this 26<sup>th</sup>  
day of February 2015.

  
\_\_\_\_\_  
Alan Nowaczyk, Village President

ATTEST:  
  
\_\_\_\_\_  
Adena Baskovich, Village Clerk

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION**

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. **2015-O-02 “AN ORDINANCE AUTHORIZING A GENERAL PERMIT BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF WILLOW SPRINGS ”** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on February 26, 2015.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 26<sup>th</sup> day of February, 2015.



Adena Baskovich, Village Clerk  
Village of Willow Springs, Cook County, Illinois

**EXHIBIT A**  
*General Permit*

GENERAL PERMIT

THIS PERMIT made this 19<sup>th</sup> day of February 2015, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois hereinafter called "District," and the Village of Willow Springs, a municipal corporation organized and existing under the laws of the State of Illinois hereinafter called "Permittee."

ARTICLE ONE

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois for the sole and exclusive purpose of a commuter parking lot, approximately 2.13 acres located west of Willow Springs Road and south of the Main Channel commonly known as Main Channel Parcel 29.04 and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

1.02 This Permit shall be effective from the 1<sup>st</sup> day of January 2015, to the 30<sup>th</sup> day of June 2015, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions hereinafter provided.

ARTICLE TWO

2.01 Permittee hereby agrees that in consideration for the granting of this Permit, Permittee shall pay to the District the sum of SIX THOUSAND and NO/100 DOLLARS (\$6,000.00) payable upon execution of this permit.

2.02 In addition thereto, Permittee shall pay on or before the due date therefor, all real estate taxes, special assessments and all other taxes, assessments and charges which may be levied against the property or the District by any governmental authority empowered to do so, on account of Permittee's use of the Permit Premises.

ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee to use the premises set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands of the District and that the District retains dominion, possession and control of said lands, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises herein described for the purpose of making

such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

#### ARTICLE FOUR

4.01 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days notice, in writing, of such termination to Permittee and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving three (3) days notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

#### ARTICLE FIVE

5.01 The Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and the Permittee shall, at Permittee's sole expense appear, defend and pay all charges of General Counsels and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same.

5.02(a) The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, shall procure, maintain and keep in force, at Permittee's or Permittee's contractors expense, public liability and property damage insurance in which the District, its Commissioners, officers, agents and em-

ployees, are a named insured as well as fire and extended coverage, and all-risk property insurance in which the District is named loss payee from a company to be approved by the District, each afore-referenced policy shall have limits of not less than ("CLAIMS MADE" policies are unacceptable):

**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 Permit Premises)  
in the amount of not less than \$4,000,000.00  
per Occurrence  
**INCLUDING**  
An Amount Not Less Than the  
Replacement Cost of Improvements  
Located on the Premises\*

\*Strike where applicable

Prior to entering upon said Permit Premises, the Permittee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in force and effect.

Upon District's written request, Permittee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Permit 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 District. The provisions of this paragraph shall in no wise limit the liability of the Permittee as set forth in the provisions of 5.01 above, or

5.02(b) Permittee prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall prepare and transmit to the District an acknowledged statement that the Permittee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 5.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, 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 Permit Premises)  
in the amount of not less than \$4,000,000.00  
per Occurrence  
**INCLUDING**  
An Amount Not Less Than the  
Replacement Cost of Improvements  
Located on the Premises\*

\*Strike where applicable

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

5.03 The Permittee, prior to entering into possession, shall execute and lodge with the District, its indemnity bond in the sum of Five Thousand and no/100 Dollars (\$5,000.00), conditioned upon the performance of each and every condition of this Permit; such bond shall be in a form satisfactory to the General Counsel for the District. The furnishing of the bond required in this Article shall in no wise limit or affect the liability of the Permittee or its insurance carrier under any other provision of this Permit.

5.04 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

## ARTICLE SIX

6.01 It is further expressly understood that the District shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, or other works or equipment of the District now located or to be constructed on said premises, or on the land of the District adjacent to said premises.

6.02 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the District such ad-

ditional expense as determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Permittee.

#### ARTICLE SEVEN

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, of the Executive Director first had and obtained.

7.02 No blockage or restriction of flow in the water 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.

7.03 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.04 The Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

7.05 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.06 Permittee covenants and agrees that on or before the termination date of this Permit, Permittee shall remove or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

#### ARTICLE EIGHT

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage pre-paid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee in care of:

Village of Willow Springs  
One Village Circle  
Willow Springs, IL 60480  
Attn.: Village Administrator

or to such other persons or addresses as either party may from time to time designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations, warranties, express or implied, as to the adequacy, fitness or condition of Permit Premises or the improvements upon the Permit Premises. Permittee accepts the Permit Premises and the improvements thereon, if any, 'AS-IS" and 'WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

8.04 Permittee agrees and specifically understands that the District shall not issue or execute this Permit and license, unless within 28 days of Permittee's receipt of this Permit Agreement, Permittee causes same to be duly executed and returned to the District with evidence of compliance with all terms contained herein.

8.05 This Permit Agreement shall be mutually cancelable by the Permittee upon Permittee's giving ninety (90) days notice in writing, of such cancellation to the District and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

8.06 If the land is to be used for public use and recreation, Permittee shall, during the term of this Permit, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the permit premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the District in connection with Permittee's use of the permit premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of the District, and shall, at 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

### GENERAL ENVIRONMENTAL PROVISIONS

#### 9.01 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 thereunder, 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, polychlorinated 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 area subject to Permit 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 Permittee or District;**
- (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 solid, liquid or gaseous in nature) which is now or hereafter regulated or con-**

trolled 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) environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Permit Premises, a review of the utilization and maintenance of hazardous materials on the Permit Premises review of the Permit Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Permit 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 Permit Premises and a reasonable area of the adjacent property owned by the District 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 Permit 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

## 9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE PERMIT

Permittee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Permit Premises, by Permittee or its subtenant or assigns, or any of its 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 any underground inter-connecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

## 9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Permittee shall use the Permit Premises only for purposes expressly authorized by Article 1.01 of this Permit Agreement. Permittee will not do or permit any act that may impair the value of the Permit 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 Permit Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Permit Premises or use Permit Premises in any manner (i) which could cause the Permit Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Permit 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 Permit Premises within the meaning of, or otherwise bring the Easement 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.

## 9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event Permittee has used the Permit Premises under a prior Permit agreement, Permittee warrants and represents that as a result of the Permit grant, the Permit Premises and improvements thereon, including all personal property, have not been exposed to release, contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Permit Premises do not contain, or are not affected by underground storage tanks, landfills, land disposal sites, or dumps.

B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Permit Premises or the improvements thereon, during the term of this Permit (except such release, emission, discharge or disposal by the District, its employees, agents or its other permittees arising out of or in connection with the use authorized by the Permit). Permittee will take all appropriate response action, including any removal and remedial action after the execution date of this Permit Agreement.

#### 9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Permit Agreement, the Permittee indemnifies, exonerates, and holds the District 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 General Counsel'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 Permittee'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, resulting from or related to Permittee's activities; or (iii) the release or threatened release by Permittee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Permit Premises, (except such presence created by the District, its employees, agents or its other permittees), or any property to which the Permittee, 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), to the extent caused by or within the control of the Permittee, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, Permittee's obligation to District under this indemnity shall be without regard to fault on the part of the Permittee with respect to the violation of law which results in liability to the District.

#### 9.06 ENVIRONMENTAL COVENANTS

Permittee agrees to and covenants as follows:

A. Permittee covenants and agrees that, throughout the term of the Permit Agreement, all Hazardous Materials which may be used by Permittee or person permitted by Permittee upon the Permit 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.

B. Permittee 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.

C. Permittee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Permittee (whether or not from the Permit 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.

D. Permittee will take all reasonable steps to prevent a violation of any Environmental Laws and 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 area to be used and under the Permit Agreement.

E. Permittee will not allow the installation of asbestos on the area described in Exhibit A 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.

F. Permittee 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.

G. The aforesaid representations and warranties shall survive the expiration or termination of the Permit Agreement.

#### 9.07 COVENANTS (ENVIRONMENTAL)

Permittee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Permit 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 or permitted by Permittee;
- B. Notify District by telephone within two hours of 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 District within 72 hours of the event, with copies of all written notices by Permittee, its parent and its subsidiaries that are reported to government regulators or received from the governmental regulators.

C. Provide such information that District may reasonably request from time to time to determine compliance by the Permittee with this Article.

D. Permittee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or remediation instituted by District during the Permit Agreement.

#### 9.08 COMPLIANCE (ENVIRONMENTAL)

The Permittee 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. In the event of a spill, leak or release of hazardous waste caused by Permittee, its employees or its agents, Permittee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Permit Premises and a reasonable area of the adjacent property owned by the District, and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Permittee, at Permittee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Permit Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Permit Premises or adjacent premises, Permittee shall take immediate action to remediate the contamination and to restore the Permit Premises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all environmental laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Permit Agreement, at District's election.

C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Permittee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Permittee should receive a Notice of Environmental Problem, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee'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 Permittee 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 Permit premises, or any improvements thereon; (iii) the Permittee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Permit 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 Hazardous Materials, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof.

#### 9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

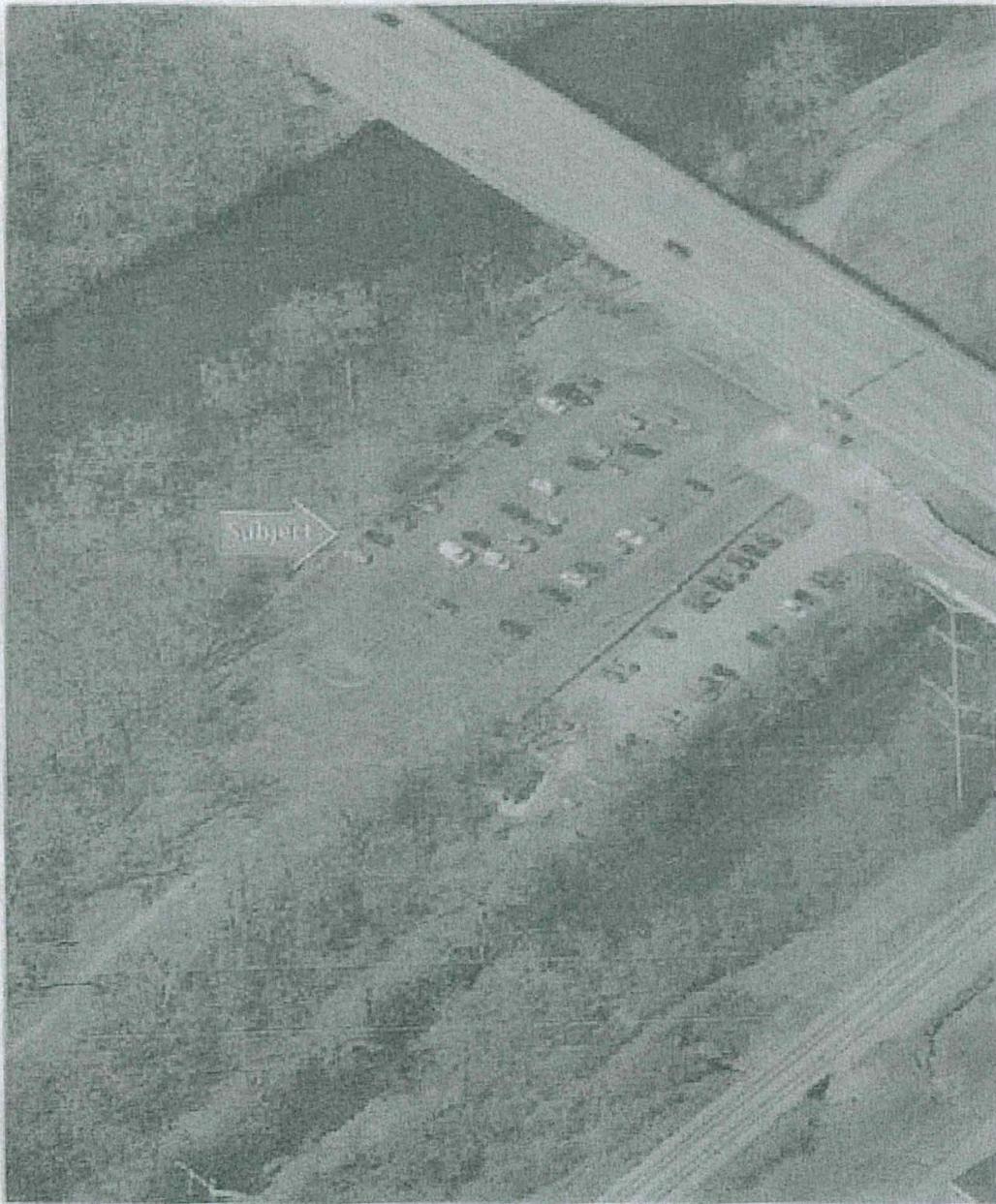
A. In the event Permittee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Permittee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that, consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Permit Premises which could necessitate an environmental response action, and which demonstrates that the Permit Premises complies with, and does not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including licenses, permits, or certificates required thereunder, and that the Permittee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, General Counsels, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Permit 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 Permit Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interests.

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EXHIBITS



Appraisal Associates

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

THE METROPOLITAN WATER RECLAMATION DISTRICT  
DISTRICT OF GREATER CHICAGO

By: \_\_\_\_\_  
Frank Avila  
Chairman, Committee on Finance

ATTEST:

\_\_\_\_\_  
Jacqueline Torres, Clerk

VILLAGE OF WILLOW SPRINGS

By:  \_\_\_\_\_

Title: VILLAGE ADMINISTRATOR

ATTEST:

By:  \_\_\_\_\_

Title: Village Clerk



STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

---

**Head Assistant Attorney**

---

**General Counsel**

**APPROVED:**

---

**Executive Director**

**RECEIVED:**

**Fee** \_\_\_\_\_

**Insurance** \_\_\_\_\_

**Bond** \_\_\_\_\_

COPY

LEASE AGREEMENT

THIS INDENTURE, made this 17th day of May, 1988, by and between THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter designated the "Lessor"), and THE VILLAGE OF WILLOW SPRINGS, a municipal corporation, organized and existing under the laws of the State of Illinois, (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

A. 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 premises described in Exhibit A attached hereto and made a part hereof situated in the County of Cook and State of Illinois pursuant to Ch. 42, Il.Rev.Stats., Sec. 327c( 10).

1.02 LESSOR'S UNILATERAL POWER TO TERMINATE LEASE

B. Anything contained in this Lease to the contrary notwithstanding, this Lease is terminable by Lessor in accordance with service of a one-year notice to

terminate after determination by the Board of Commissioners and the General Superintendent of Lessor that this leasehold property (or part thereof) has become essential to the corporate purposes of the Lessor.

#### 1.03 TERM OF LEASE

The term of this Lease is twenty five (25) years, beginning with the 1st day of January, A.D., 1989, and ending on the 31st day of December, A.D. 2014 unless said term shall be sooner ended under the provisions hereof.

#### 1.04 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 he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the demised premises in accordance with the uses set forth in Section 3.07 of this Lease:

(a) In the event on the date hereof or at 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;

(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.

#### 1.05 EFFECT OF CONDEMNATION OF LEASEHOLD PREMISES

It is expressly covenanted by the parties hereto:

(a) That in the event of any condemnation of the premises herein leased, of the leasehold 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 leasehold 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 PAYMENT OF RENTALS

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: Eight percent (8%) of the gross receipts received by Lessee from the operation of the parking lot. The annual rental payment shall be due and payable on the first day of March for the preceding 12 month period. Annual rental payments for rental periods of less than 12 months shall be apportioned ratably. Lessee shall document the annual rental payment with a copy of its income and expense statement for the parking lot for the rental period, certified as correct by the Village Clerk of the Lessee. All such statements and Lessee's financial books and records shall be subject to audit by Lessor.

#### 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 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 day.

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.

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

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for said 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 said demised premises or that may at any time be erected, placed or put on said demised premises by the Lessee and upon the interest of said Lessee in this lease and in the premises hereby leased. Specifically excluded herefrom is the 24 x 66 foot building to be leased from American Mobile Leasing, its successors or assigns. This exclusion shall last for a period of five (5) years whereupon if the leased building remains upon the premises the provisions of this section shall apply.

**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 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 counterclaim or set off of any nature or description in any such proceedings.

**3.05 RIGHT OF LESSOR TO RE-ENTER 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 attorneys 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 and upon the demised premises or any part thereof, either with or without process of law, to re-enter; and the Lessee or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said demised premises to re-possess and enjoy as in their first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on said 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 or the Lessee located on said demised premises as security for the payment of said rent in a manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. 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 said 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 the leasing aforesaid, 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 every name, nature and kind whatsoever, which may be taxed, charges, assessed, levied or imposed upon said demised land or upon any and all of which may be assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said premises during the term of this Lease.

And it is further understood, covenanted and agreed by and between 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 of said Assessor. In the event real estate taxes are levied or extended with respect to the demised premises on the basis of improved real estate, Lessee shall deposit a sum of money equal to one hundred ten percent (110%) of each year's taxes with Lessor during the term of this Lease, to be held in escrow by Lessor to assure payment of such real estate taxes. Any sums of monies in excess of the one hundred ten percent (110%) retainage held by Lessor in the escrow after the payment of the second installment of the current year's real estate taxes for the demised premises will be remitted to the Lessee. In the event Lessee fails to submit to the Lessor proof of payment of the real estate tax applicable to the leasehold property within sixty (60) days of the date said tax is due then Lessor shall after reasonable written notice apply the escrow funds to pay the unpaid real estate taxes and any penalties and interest due thereon, without questioning or being accountable to Lessee for the correctness or legality of the same. If the amount of funds held by Lessor should not be sufficient to pay said taxes, Lessee shall remit to Lessor that additional amount necessary to pay said deficiency within thirty (30) days from the date written demand of same is made by lessor to Lessee. Lessee's obligation to fund and maintain a balance on deposit equal to one hundred ten percent (110%) of the prior years real estate taxes in the aforesaid escrow is a continuing obligation of Lessee during the term of this lease.

### 3.07 USE OF PREMISES

It is understood that the said demised premises are to be used by said Lessee for the sole and exclusive purpose of the construction and operation of a paved and improved Metra daily fee commuter parking lot 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 leasehold 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. Lessee further agrees not to maintain any nuisances or permit or produce any noxious odors on said demised premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of the said demised premises; and the Lessee agrees to keep said demised premises in a clean and sanitary condition, in accordance with the laws, ordinances and regulations of the Village of Willow Springs, County of Cook, the State of Illinois, the United States of America, and of the Metropolitan Sanitary District of Greater Chicago.

**3.09 LESSEE TO YIELD UP 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 said 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. One 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 leasehold premises detracts from the value of the leasehold premises. Lessee will, upon receipt of ninety (90) days written notice, demolish the improvements as required 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.

The Lessor may recover any portion of the leased premises that may be required for its corporate purposes upon one year's advance written notice. Rental payments are to be abated proportionately.

Lessee may remove its business and trade fixtures at conclusion of the leasehold term and further shall at its sole cost and expense, remove any improvements which Lessor shall order Lessee to remove.

**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 of said obligations 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 it under the provisions of this Lease, such waiver shall be construed strictly in its favor and shall not estop it to insist upon any rights subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if it violates any of the obligations under this Lease, no waiver by the lessor of its right to take advantage of such violation shall estop it to insist upon its street 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 reserved and that no acceptance by the Lessor of any currency, legal tender, checks, coin, money, or value whatever, in payment of any other unpaid installment or installments of rent in lawful money of the United States of America, nor shall 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 the same, 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 LEASEHOLD INTEREST

It is understood and agreed by and between the parties hereto that nothing in this Lease contained shall be construed as restricting the right of the Lessee to mortgage its leasehold interest in said demised premises, and the Lessee is hereby expressly given the right, at any time and from time to time, to mortgage its leasehold interest in said 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 said demised premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on said 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 leasehold 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 expirations of the term of said leasehold.

### 3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR

Within forty-five (45) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the leasehold property 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 said demised premises.

### 3.15 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 the laws, ordinances, and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of Illinois, the United States of America, and The Metropolitan Sanitary District of Greater Chicago.

### 3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all air pollution control laws, ordinances and regulations of the county, city, village, town or municipality (wherein the premises are located), State of Illinois, United States of America, and The Metropolitan Sanitary District of Greater Chicago.

## 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 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 of said 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 said demised premises, whether the same be caused by the negligence of 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 said demised premises, or the use of said 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 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.

#### 4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to 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 said demised premises by or in behalf of Lessee or at Lessee's instance.

#### 4.03 INSURANCE

(a) The Lessee, prior to entering upon said 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 and fire and extended coverage liability insurance in which the District, its Commissioners, officers, agents, and employees are a named insured from a company to be approved by the District, said policy with limits of not less than:

##### COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability and Property Damage Liability in the amount of of not less than \$3,000,000.00;

## FIRE AND EXTENDED COVERAGE

### Replacement Cost of Improvements.

Prior to entering upon said premises, the Lessee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Such insurance policy 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 District.

(c) The provisions of this Section shall in no wise limit the liability of the Lessee as set forth under the provisions of Section 4.01 above.

### 4.04 INSURANCE ON IMPROVEMENTS

The Lessee shall keep the said buildings and improvements erected, constructed or placed on said 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 terms 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 architects' 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.

#### 4.05 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 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.

#### 4.06 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.

#### 4.07 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 said demised premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon said 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 Chief Engineer 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.

#### 4.08 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 repairing, restoring 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 repairing, restoring 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 Chief Engineer of the Lessor is satisfied that such sum will complete the repairing, restoring 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 repairing, restoring or rebuilding of said buildings and other improvements, upon delivery to the Chief Engineer 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 said demised premises.

#### 4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall in no event 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 repairing, restoration, replacing 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.

#### 4.10 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 said 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 pipe lines, 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.

B. The Lessee expressly agrees that 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, power, and communication lines upon, under and across said 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 said 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 Chief Engineer 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 drives and which do not unreasonably interfere with Lessee's use of the demised premises.

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 said demised premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. 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

said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or adjacent to said demised premises.

F. 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 Lessor and diligently prosecuted to the conclusion.

G. If at 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 agrees also, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said 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 Chief Engineer.

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 said demised premises. Any such construction shall be located as determined by the Chief Engineer 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 said demised premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water carried wastes from said demised premises, it will discharge the said domestic sewage 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 Sanitary District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other wastes into any intercepting sewers.

J. 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 Sanitary and Ship Canal from any sewage, industrial wastes or other wastes, all to be done in a manner acceptable to said Chief Engineer of the Lessor.

K. It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the said 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.

L. The Lessor reserves to itself the right of access to the Main Channel as well as right of access to said premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys as the Chief Engineer of the lessor may deem necessary.

#### 5.02 SPECIFIC ENGINEERING RESERVATIONS AND REQUIREMENTS

A. The general configuration of the parking lot and improvements thereon shall conform to Exhibit A, which is attached hereto and made a part hereof.

#### ARTICLE SIX PROVISIONS FOR BUILDING AND IMPROVEMENTS

##### 6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within one (1) year from the date hereof to improve the said demised premises by the construction thereon of a a commuter parking lot and appurtenances hereinafter for convenience 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 Chief Engineer of the Lessor prior to commencement of construction.

#### 6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within one year of the date of this Lease. All of said improvements shall be completed within one year of the 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 improvements erected, constructed or placed upon said 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.

#### ARTICLE SEVEN

#### 7.01 NOTICES AND RIGHT TO TERMINATE

It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this Lease shall be mailed by U. S. Registered Mail, Return Receipt Requested addressed to the Lessee at:

Village of Willow Springs  
8480 Archer Avenue  
Willow Springs, Illinois 60480

Attention: Office of the Mayor

or at any other address that Lessee may hereafter in writing designate, and that such notice may be upon the option of the Lessor so mailed to the Lessee, and that any notice so mailed by the Lessor to the Lessee 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.

Notices to Lessor shall be mailed by U. S. Registered Mail, Return Receipt Requested addressed to:

Mr. Frank E. Dalton  
General Superintendent  
Metropolitan Sanitary District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611

or any other address that Lessor may hereinafter designate.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that the right given in this Lease to Lessor to collect rent that may be due under the terms of this Lease shall not in any way affect the right of the Lessor to declare this Lease terminated upon default by the Lessee to perform and carry out any of the provisions of this Lease.

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 leasehold 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 premises for a period of twenty eight (28) consecutive days.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements, and obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, 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, the same as if in every case expressed; 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 to an individual, partnership, joint venture, corporation or land trust without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor.

Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

(a) The proposed activity of the assignee does not conform with policy established by The Metropolitan Sanitary District of Greater Chicago.

(b) The proposed assignee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

(c) There is an existing violation or default of the Lease.

(d) The activity of the proposed assignee would interfere with or disturb neighboring tenants or owners.

In the event of an assignment or sublease the leasehold premises shall be appraised and annual rental re-established in the amount of eight percent (8%) of the fair market value of the land if that sum exceeds the current rental. This rental shall remain in effect until the next rental re-evaluation period under this Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the demised premises, 50% of all value it receives for the use and occupancy of the demised premises as a result of the sublease or assignment in excess of the base cash rent.

The value of any disposal of sludge or screenings by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing 50% sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

## EIGHT

### MISCELLANEOUS

#### 8.01 LESSEE MAY IMPLEAD METROPOLITAN SANITARY DISTRICT IN REAL ESTATE LITIGATION

Where the Metropolitan Sanitary District of Greater Chicago is the owner of the fee of any real estate in which it becomes a necessary party to any legal proceedings affecting such real estate, the Lessee thereof may, after notice in writing to the Lessor, implead the Metropolitan Sanitary District of Greater Chicago as a party thereto at any time during the life of this Lease.

#### 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

The leasehold premises 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 intent of 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 Sanitary District to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Sanitary District recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Sanitary District will require the Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The reestablished 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 District reserves the right to access across the leasehold premises to access to the waterway which abuts the leasehold premises.

The Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterway's 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 leasehold premises. Lessee's method of compliance therewith shall be approved by Lessor's Chief Engineer in writing.

ARTICLE NINE  
LEASEHOLDS 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 reason.

9.02 CONDITION OF IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no warranties express or implied as to the adequacy or fitness of the improvements upon the premises for the purpose set forth in paragraph 3.03. Any representation or warranty alleged by Lessee or created by law is waived by Lessee.

9.03 MODIFICATION OF IMPROVEMENTS

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

9.04 NOTICE

It is further agreed that the notice as provided in Section 3.09 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

IN WITNESS WHEREOF, THE METROPOLITAN SANITARY 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.

THE METROPOLITAN SANITARY DISTRICT  
OF GREATER CHICAGO

COPY

BY:

Gloria A. Majewski  
Gloria Alitto Majewski, Chairman,  
Committee on Finance

ATTEST:

Gus G. Sciacqua  
Gus G. Sciacqua, Clerk

VILLAGE OF WILLOW SPRINGS

BY:

James J. Lane  
Its PRESIDENT

ATTEST:

Betty Pastore  
Its CLERK



STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK    )

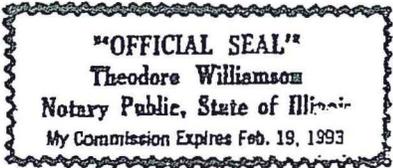
I, THEODORE WILLIAMSON Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria Alitto Majewski, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of The Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Gus G. Sciacqua, personally known to me to be the Clerk of said municipal corporation, 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 Acting Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of JULY,  
A.D. 1989

Theodore Williamson  
NOTARY PUBLIC

My Commission expires:

February 19, 1993



COPY



APPROVED as to Plat and Legal Description

*Robert G. Currie*  
KFP Engineer of Field Services

*Raymond Blakeslee*  
Assistant Chief Engineer

*Leo P. White*  
Chief Engineer

**COPY**

APPROVED as to Form and Legality

*Fredrick M. Felder* *MF*  
Head Assistant Attorney

*Allen Lanni* 6/29/89  
Attorney

APPROVED:

*FE Dalton*  
General Superintendent

### 3.12 RIGHT TO MORTGAGE LEASEHOLD INTEREST

It is understood and agreed by and between the parties hereto that nothing in this Lease contained shall be construed as restricting the right of the Lessee to mortgage its leasehold interest in said demised premises, and the Lessee is hereby expressly given the right, at any time and from time to time, to mortgage its leasehold interest in said 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 said demised premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on said 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 leasehold 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 expirations of the term of said leasehold.

### 3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR

Within forty-five (45) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the leasehold property 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 said demised premises.

### 3.15 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 the laws, ordinances, and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of Illinois, the United States of America, and The Metropolitan Sanitary District of Greater Chicago.

### 3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all air pollution control laws, ordinances and regulations of the county, city, village, town or municipality (wherein the premises are located), State of Illinois, United States of America, and The Metropolitan Sanitary District of Greater Chicago.

## 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 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 of said 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 said demised premises, whether the same be caused by the negligence of 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 said demised premises, or the use of said 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 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.

#### 4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to 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 said demised premises by or in behalf of Lessee or at Lessee's instance.

#### 4.03 INSURANCE

(a) The Lessee, prior to entering upon said 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 and fire and extended coverage liability insurance in which the District, its Commissioners, officers, agents, and employees are a named insured from a company to be approved by the District, said policy with limits of not less than:

##### COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability and Property Damage Liability in the amount of of not less than \$3,000,000.00;

## FIRE AND EXTENDED COVERAGE

### Replacement Cost of Improvements.

Prior to entering upon said premises, the Lessee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Such insurance policy 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 District.

(c) The provisions of this Section shall in no wise limit the liability of the Lessee as set forth under the provisions of Section 4.01 above.

#### 4.04 INSURANCE ON IMPROVEMENTS

The Lessee shall keep the said buildings and improvements erected, constructed or placed on said 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 terms 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 architects' 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.

#### 4.05 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 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.

#### 4.06 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.

#### 4.07 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 said demised premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon said 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 Chief Engineer 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.

#### 4.08 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 repairing, restoring 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 repairing, restoring 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 Chief Engineer of the Lessor is satisfied that such sum will complete the repairing, restoring 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 repairing, restoring or rebuilding of said buildings and other improvements, upon delivery to the Chief Engineer 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 said demised premises.

#### 4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall in no event 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 repairing, restoration, replacing 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.

#### 4.10 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 said 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 pipe lines, 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.

B. The Lessee expressly agrees that 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, power, and communication lines upon, under and across said 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 said 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 Chief Engineer 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 drives and which do not unreasonably interfere with Lessee's use of the demised premises.

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 said demised premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. 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

said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or adjacent to said demised premises.

F. 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 Lessor and diligently prosecuted to the conclusion.

G. If at 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 agrees also, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said 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 Chief Engineer.

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 said demised premises. Any such construction shall be located as determined by the Chief Engineer 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 said demised premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water carried wastes from said demised premises, it will discharge the said domestic sewage 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 Sanitary District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other wastes into any intercepting sewers.

J. 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 Sanitary and Ship Canal from any sewage, industrial wastes or other wastes, all to be done in a manner acceptable to said Chief Engineer of the Lessor.

K. It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the said 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.

L. The Lessor reserves to itself the right of access to the Main Channel as well as right of access to said premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys as the Chief Engineer of the lessor may deem necessary.

#### 5.02 SPECIFIC ENGINEERING RESERVATIONS AND REQUIREMENTS

A. The general configuration of the parking lot and improvements thereon shall conform to Exhibit A, which is attached hereto and made a part hereof.

#### ARTICLE SIX PROVISIONS FOR BUILDING AND IMPROVEMENTS

##### 6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within one (1) year from the date hereof to improve the said demised premises by the construction thereon of a a commuter parking lot and appurtenances hereinafter for convenience 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 Chief Engineer of the Lessor prior to commencement of construction.

#### 6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within one year of the date of this Lease. All of said improvements shall be completed within one year of the 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 improvements erected, constructed or placed upon said 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.

#### ARTICLE SEVEN

#### 7.01 NOTICES AND RIGHT TO TERMINATE

It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this Lease shall be mailed by U. S. Registered Mail, Return Receipt Requested addressed to the Lessee at:

Village of Willow Springs  
8480 Archer Avenue  
Willow Springs, Illinois 60480

Attention: Office of the Mayor

or at any other address that Lessee may hereafter in writing designate, and that such notice may be upon the option of the Lessor so mailed to the Lessee, and that any notice so mailed by the Lessor to the Lessee 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.

Notices to Lessor shall be mailed by U. S. Registered Mail, Return Receipt Requested addressed to:

Mr. Frank E. Dalton  
General Superintendent  
Metropolitan Sanitary District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611

or any other address that Lessor may hereinafter designate.

#### 7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that the right given in this Lease to Lessor to collect rent that may be due under the terms of this Lease shall not in any way affect the right of the Lessor to declare this Lease terminated upon default by the Lessee to perform and carry out any of the provisions of this Lease.

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 leasehold 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 premises for a period of twenty eight (28) consecutive days.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements, and obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, 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, the same as if in every case expressed; 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 to an individual, partnership, joint venture, corporation or land trust without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor.

Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

(a) The proposed activity of the assignee does not conform with policy established by The Metropolitan Sanitary District of Greater Chicago.

(b) The proposed assignee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

(c) There is an existing violation or default of the Lease.

(d) The activity of the proposed assignee would interfere with or disturb neighboring tenants or owners.

In the event of an assignment or sublease the leasehold premises shall be appraised and annual rental re-established in the amount of eight percent (8%) of the fair market value of the land if that sum exceeds the current rental. This rental shall remain in effect until the next rental re-evaluation period under this Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the demised premises, 50% of all value it receives for the use and occupancy of the demised premises as a result of the sublease or assignment in excess of the base cash rent.

The value of any disposal of sludge or screenings by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing 50% sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

## EIGHT

### MISCELLANEOUS

#### 8.01 LESSEE MAY IMPLEAD METROPOLITAN SANITARY DISTRICT IN REAL ESTATE LITIGATION

Where the Metropolitan Sanitary District of Greater Chicago is the owner of the fee of any real estate in which it becomes a necessary party to any legal proceedings affecting such real estate, the Lessee thereof may, after notice in writing to the Lessor, implead the Metropolitan Sanitary District of Greater Chicago as a party thereto at any time during the life of this Lease.

#### 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

The leasehold premises 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 intent of 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 Sanitary District to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Sanitary District recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Sanitary District will require the Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The reestablished 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 District reserves the right to access across the leasehold premises to access to the waterway which abuts the leasehold premises.

The Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterway's 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 leasehold premises. Lessee's method of compliance therewith shall be approved by Lessor's Chief Engineer in writing.

ARTICLE NINE  
LEASEHOLDS 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 reason.

9.02 CONDITION OF IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no warranties express or implied as to the adequacy or fitness of the improvements upon the premises for the purpose set forth in paragraph 3.03. Any representation or warranty alleged by Lessee or created by law is waived by Lessee.

9.03 MODIFICATION OF IMPROVEMENTS

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

9.04 NOTICE

It is further agreed that the notice as provided in Section 3.09 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

IN WITNESS WHEREOF, THE METROPOLITAN SANITARY 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.

THE METROPOLITAN SANITARY DISTRICT  
OF GREATER CHICAGO

COPY

BY:

Gloria Alitto Majewski  
Gloria Alitto Majewski, Chairman,  
Committee on Finance

ATTEST:

Gus G. Sciacqua  
Gus G. Sciacqua, Clerk

VILLAGE OF WILLOW SPRINGS

BY:

James J. Lane  
Its PRESIDENT

ATTEST:

Its

Betty Pastore  
CLERK





STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

COPY

I, RICHARD S. JALOVEC a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. TURRU, personally known to me to be the \_\_\_\_\_ President of TMG VILLAGE OF WILLOW SPRINGS, a MUNICIPAL corporation, and BETTY PASTORI, 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 T President and such Clerk (~~S~~) they signed and delivered the said instrument as T President and such Clerk (~~S~~) of said MUNICIPAL corporation and caused the corporate seal of said MUNICIPAL corporation to be affixed thereto pursuant to authority given by the Board of TRUSTEES ~~of~~ of said MUNICIPAL corporation, as their free and voluntary act and as the free and voluntary act and deed of said MUNICIPAL corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9<sup>th</sup> day of MARCH, A.D. 1989

Richard Jalovec  
NOTARY PUBLIC

My commission expires:

1-19-90

APPROVED as to Plat and Legal Description

KFP

*Robert E. Curran*

Engineer of Field Services

*Raymond Russell*

Assistant Chief Engineer

*Leo P. D'Alto*

Chief Engineer

**COPY**

APPROVED as to Form and Legality

*Fredrick M. Feldman*

Head Assistant Attorney

MF

*Allan L. Lavin*

Attorney

6/29/89

APPROVED:

*FE Dalton*

General Superintendent