

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
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David DeLeshe
Sam Savopoulos

Village Trustees
Martha Gomez
Patrick Sleigher

James Lazansky
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, May 5, 2015

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Resolution 11-2015, "A Resolution Adopting the County Clerk's Proclamation of the Results of the April 7, 2015 Election and Declaring the Election of Board of Trustees"
7. Motion to Recess
At this time, the newly elected village officials will receive the oath of office
8. Return to open session
9. Roll Call
10. Pass and Approve Ordinance 2015-04, "An Ordinance Adopting the 2009 Edition of International Property Code"
11. Pass and Approve Ordinance 2015-05, "An Ordinance Adopting the 2009 Edition of International Residence Code."
12. Approve Resolution 10-2015, "A Resolution authorizing the Lease Agreement of the Metropolitan Water Reclamation District of Greater Chicago and the Village of Stickney."
13. Grant permission to the Stickney American Legion to conduct their Poppy Days Solicitation May 18-May 25, 2015 in the Village of Stickney
14. Approve Block Party Request for May 16, 2015 on the 4200 Block of Clinton Ave
15. Appointments to the Trustees Board Committees
 - a. Trustee appointments to special committee to review Ridgeland Park Land
16. Appointments to the Administrative Department
 - a. Treasurer/Collector
Appointment of Deputy Clerk Appointment by Village Clerk
 - b. Public Works Supervisor
 - c. Approve Resolution 12-2015, "A Resolution Appointing Del Galdo Law Group, LLC as the Village Attorney for the Village of Stickney"
 - d. Village Adjudicator
 - e. Village Prosecutor
 - f. Police Chief
 - g. Fire Chief

- i. Building Inspector
- j. Plumbing Inspector
- k. Electrical Inspector
- 17. Appointment to the Zoning Board and Zoning Board of Appeals
- 18. Appointments to the Police Pension Board
- 19. Appointment of the Police & Fire Commissioner
- 20. Appointments to the Emergency Telephone System Board (911)
- 21. Appointment to Executive Safety Board
- 22. Appointment to the Tree Board
- 23. Appointments to the Parks and Recreation Committee
- 24. Report from the President
- 25. Report from the Clerk
- 26. Trustee Reports/Committee Reports
- 27. Reports from Department Heads
- 28. Audience Questions
- 29. Adjournment

Posted April 30, 2015

April 21, 2015

State of Illinois
County of Cook
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, April 21, 2015 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:
Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Trustee White moved, duly seconded by Trustee Gomez, to approve the minutes of the previous regular session on Wednesday, April 8, 2015.

Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.

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

Upon the roll call, the following Trustees voted:
Ayes: Trustees DeLeshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of January, 2015 indicating the sum of \$31,208.91.

Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Transportation for the month of March, 2015 in the amount of \$6,254.09.

Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.

Prior to the vote, Trustee White notified the audience that the amount received was half of what we normally receive. Treasurer Kurt Kasnicka explained that the Illinois Municipal League Statehouse Briefing informed us that the Motor Fuel Tax Fund experienced a \$50 million sweep of the funds. They estimated that municipalities will see a reduction of \$13 million, or approximately \$1.20 per capita. The March distribution will be reduced by 50 percent. It is unknown if it would be a one-time thing.

Trustee Savopoulos moved, duly seconded by Trustee Gomez to approve to go out to solicit bids for police station entrance reconstruction.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Gomez to Approve the Architectural Proposal for the Police Station Entrance Reconstruction.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried

Prior to the vote Trustee Lazansky asked if we are going to get stuck paying the architect Frega anything for the drawings. Trustee Savopoulos asked Kurt Kasnicka the treasurer if we have paid him anything. The answer was that we haven't. It was stated by Lazansky that we have been using his plans but we are not paying him anything. Again, the treasurer said, "Not that I am aware of."

Trustee White moved, duly seconded by Trustee Savopoulos to approve the request from the Stickney/Forest View Little League to hold their May 16, 2015 Annual Parade.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Present: Trustee De Leshe

Mayor Morelli declared the motion carried

Trustee Gomez moved, duly seconded by Trustee White to approve the request from the Salvation Army to conduct their Donut Day Solicitation on May 29-30 and June 5-6, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried

CLERK'S REPORT: The clerk stated that she normally puts together the Memorial Day and Veteran's Day programs. She then read a memo she sent out to our people here. It states: In planning the annual Memorial Day program, I discovered that the Stickney VFW has been dissolved. It was their turn to host the event in the village. The American Legion was considering taking over those duties, although they didn't have a speaker at this late notice. I discussed the situation with Mayor Morelli and she felt that we would suspend the event at this time. Trustee Jeff White made a comment concerning the event. The mayor said that we didn't have any guest speakers. Joe Lopez from public works suggested that there could be veterans that live in our community that could speak. There was one such individual in the audience. He is organizing a semi-pro football league of veterans that suffer from post-traumatic stress disorder. Another audience member offered to speak. Trustee Lazansky hated to see it go down since he himself is a veteran. It is time for some the younger ones to take over he said. Trustee White mentioned that he could do it and it doesn't have to be a half hour speech. Rev. Wayne Matulionis offered to speak. He has been to the "Wall" three times. His own mother was a disabled vet from World War II.

TRUSTEES REPORTS:

Trustee Lazansky moved, duly seconded by Trustee Gomez to accept the treasurer's report for the month of February, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleighter and White

Nays: None

Mayor Morelli declared the motion carried.

DEPARTMENT REPORTS: Police Chief John Sladetz said that the new squads did come in. They can't pay for them until after May 1. Therefore, they will stay at the up fitter until they are ready to be equipped. We have started the park patrol. It will continue on throughout the summer. Otherwise all is quiet.

Fire Chief Larry Meyer informed us that there was a fire at 4211 Clinton a week ago. The house was foreclosed. The Fire Department Annual Banquet was held last Saturday. This is where their service awards are presented. He was pleased that we are experiencing significant longevity and can be used to train others in the department. The ambulance arrived. When they started stocking it they found a soft spot in the back floor. It was found that while in the factory the cross-members were not fastened down properly. The ambulance will be back by the end of the week.

Trustee Lazansky moved, duly seconded by Trustee Gomez, to adjourn into Executive Session at 7:30 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleighter and White

Nays: None

Mayor Morelli declared the motion carried

Attorney Kreger explained that they will be going into executive session to discuss collective bargaining.

Trustee Lazansky moved, duly seconded by Trustee Gomez to reconvene into open session at 7:58 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried

Trustee White moved, duly seconded by Trustee Savopoulos to ratify the settlement agreement between the Village of Stickney and the Illinois Fraternal Order of Police Labor Council/Lodge 242.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Gomez that the meeting be adjourned. Upon which the Board adopted the motion at 8:00 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this of , 2015

Deborah E. Morelli, Village Mayor

RESOLUTION No. 11-2015

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, ADOPTING THE COUNTY CLERK'S PROCLAMATION OF THE RESULTS OF THE APRIL 7, 2015 ELECTION AND DECLARING THE ELECTION OF BOARD OF TRUSTEES

WHEREAS, the election of the Board of Trustees of the village was conducted at the Consolidated Election held on April 7, 2015; and

WHEREAS, the election of Trustee Members of the Village of Stickney was conducted at said election; and

WHEREAS, the County Clerk of Cook County conducted the Official Canvass of said election and proclaimed the results thereof on April 28, 2015, a true and correct copy of which is attached hereto and made part hereof; and

WHEREAS, the said County Clerk has forwarded the Official Canvass and Proclamation of the Results of said canvass to the Board declaring that Mary Hrejsa, Mitchell Melekovic and Jeffery White have been elected to four (4) year terms as Trustees of the Board of Trustees of the Village of Stickney.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, ACTING IN PURSUANCE OF SAID PROCLAMATION BY THE COUNTY CLERK, AS FOLLOWS:

SECTION 1: The Board of Trustees of the Village of Stickney accepts and adopts the Canvass and Proclamation of the Results of the April 7, 2015 Consolidated Election as Proclaimed by the County Clerk of Cook County.

SECTION 2: The Board of Trustees of the Village of Stickney declares that Mary Hrejsa, Mitchell Melekovic and Jeffery White are duly elected as Trustee Members of the Board of Trustees of the Village of Stickney, for four (4) year terms for the period of 2015 through 2019.

SECTION 3: This Resolution shall remain in full force and effect from and after its passage and approval.

PASSED THIS _____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2015.

Deborah Morelli, President

ATTESTED and filed in my office
this _____ day of _____, 2015.

Audrey McAdams, Village Clerk

Cook County Clerk's Office

Suburban Cook County Election Results Official Certificate of Results

[Back to Election Summary Results](#)[Print Results](#)

April 07, 2015 Consolidated General Election

The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Stickney, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Mary E. Hrejsa	20.51%	576
Mitchell Milenkovic	19.98%	561
Jeffery White	19.98%	561
Edward Dabrowski	13.89%	390
Darrio Ramirez	12.22%	343
Sharon (Sheri) Young	13.43%	377
Total:	100%	2,808

* denotes write-in candidate

This election having been certified to me as 3 to be elected results in Mary E. Hrejsa, Mitchell Milenkovic & Jeffery White being elected.

Below is the abstract of votes by precinct.

Dated this April 28, 2015.



David Orr, Cook County Clerk

Township - Trustee, Village of Stickney

Township	Registered Voters	Ballots Cast	Mary E. Hrejsa	Mitchell Milenkovic	Jeffery White	Edward Dabrowski	Darrio Ramirez	Sharon (Sheri) Young	Total Votes
Stickney	3,136	983	576	561	561	390	343	377	2,808
Suburban Cook County Total	3,136	983	576	561	561	390	343	377	2,808

Precinct - Trustee, Village of Stickney

Precinct	Registered Voters	Ballots Cast	Mary E. Hrejsa	Mitchell Milenkovic	Jeffery White	Edward Dabrowski	Darrio Ramirez	Sharon (Sheri) Young	Total Votes
Stickney 2	620	205	136	139	137	64	59	61	596
Stickney 17	696	232	162	149	153	74	61	75	674
Stickney 19	783	238	113	111	110	118	102	111	665

Stickney 23	1,037	308	165	162	161	134	121	130	873
Suburban Cook County Total	3,136	983	576	561	561	390	343	377	2,808

ORDINANCE NO. 2015-04

AN ORDINANCE ADDING SECTION 18-8 ENTITLED “PROPERTY MAINTENANCE CODE ADOPTED” TO ARTICLE I BUILDINGS AND BUILDING REGULATIONS OF THE MUNICIPAL CODE OF THE VILLAGE OF STICKNEY (ADOPTION OF THE 2009 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE)

BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

Section 1. Article 1, “General,” of Chapter 18, “Building and Building Regulations” of the Municipal Code, Village of Stickney, Illinois, be and is hereby amended by adding thereto Section 18-8 to read as follows:

Sec. 18-8. Property Maintenance Code Adopted. There is hereby adopted by reference, as if fully set out at length in this section, that publication known and designated as the International Property Maintenance Code, 2009 Edition, as published by the International Code Council as the Property Maintenance Code of the Village of Stickney, regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures; and each and all regulations, provisions, conditions and terms of said Property Maintenance Code, three copies of which are on file in the office of the Village Clerk with the following additions, deletions and changes to the Property Maintenance Code:

Section 101.1 Insert the Village of Stickney as the name of the jurisdiction.

Section 103.5 shall read as follows:

103.5 Fees. Fees for activities and services performed under this Code shall be as provided in any other applicable provisions of the Stickney Municipal Code.

Section 112.4 shall read as follows:

112.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be liable to a fine of not to exceed \$500 for each day upon which any violation has occurred or continued to occur.

Section 302.4. Insert "18 inches" where indicated in the first paragraph.

Section 304.14. Delete the entire section.

Section 602.2. Substitute 70° of "(21° C)" for "68° F (20° C)" and delete the exception.

The first paragraph of Section 602.3 shall be amended to read as follows:

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied to furnish heat to the occupants thereof shall provide heat during the period from October 1 to June 1 to maintain a temperature of not less than 70° F between the hours of 7:30 a.m. to 10:30 p.m. and not less than 65° F between the hours of 10:30 p.m. and 7:30 a.m.

The Exceptions to 602.3 are hereby deleted.

Section 2. Section 18-104, Swimming Pool Regulations of the Municipal Code of the Village of Stickney is hereby repealed.

Section 3. Nothing in this Ordinance or in the Property Maintenance Code hereby adopted shall be construed to effect any suit or proceeding in any court or before an administrative entity, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing under any ordinance hereby repealed as provided in Section 2 of this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015.

Deborah Morelli, President

ATTESTED and **FILED** in my office this
_____ day of _____, 2015.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2015-05

AN ORDINANCE AMENDING SECTION 18-1 OF CHAPTER 18 ENTITLED “BUILDINGS AND BUILDING REGULATIONS” ADOPTING THE 2009 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE

BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

Section 1. Section 18-1 entitled “One and Two Family Dwelling Code” of Article 1, Chapter 18 entitled, “Building and Building Regulations,” be and the same is hereby amended to read as follows:

Sec. 18-1. One and Two Family Townhouse Dwelling Code.

- (a) There is hereby adopted by reference, as if fully set out at length in this section, that publication known and designated as the International Residential Code, 2009 edition, including Appendix Chapters E, F, G, H, J, K, N and P published by the International Code Council as the Residential Code of the Village of Stickney for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one-and-two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and all of the regulations, provisions, penalties, conditions and terms of said Residential Code, three copies of which are on file in the office of the Village Clerk With the following additions, insertions, deletions and changes:

1. Whenever the term “jurisdiction” or name of jurisdiction is used, it shall mean The Village of Stickney.
2. The following appropriate design criteria shall be inserted in Table R301.2(1):
 - (i) Ground Snow Load: 25 inches.
 - (ii) Wind Design, Speed: 90 mph; topographical effects: none.
 - (iii) Seismic Design Category: B.
 - (iv) Weathering: Severe.
 - (v) Frost Line Depth: 36 inches.
 - (vi) Termite: Moderate to Heavy.
 - (vii) Winter Design Temp: 0° – 10°F.
 - (viii) Ice Barrier Underlayment Required: Not Required.
 - (ix) Flood Hazards: Moderate.
 - (x) Air Freezing Index: 32°F.
 - (xi) Mean Annual Term: 49.95°F.
3. Insert “42” in each of the two places the number of inches is indicated in subsection P2603.6.1.

4. Section R313 is hereby deleted.

- (b) It shall be unlawful for any person to violate any of the provisions of the publication Adopted in subsection (a) of this Section.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Nothing in this ordinance shall be construed to affect any suit or proceeding in any court or before an administrative entity, or any right acquired, or liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015.

Deborah Morelli, President

ATTESTED and **FILED** in my office
this _____ day of _____, 2015.

Audrey McAdams, Village Clerk

RESOLUTION NO. 10-2015

A RESOLUTION AUTHORIZING AND APPROVING A LEASE AGREEMENT BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF STICKNEY

BE IT RESOLVED by the Village of Stickney, Cook County, Illinois, as follows:

Section 1. The President and Board of Trustees of the Village hereby approve the Lease Agreement attached hereto as Exhibit A, by and between the Metropolitan Water Reclamation District of Greater Chicago, (the "District"), and the Village of Stickney pursuant to which the District leases to the Village vacant real estate consisting of approximately 63.7 acres located east of Ridgeland Avenue, south of 39th Street to 41st Street, including Lombard Avenue between 39th and 41st Streets.

Section 2. The President and Clerk of the Village of the Village are hereby authorized and directed to execute the Lease Agreement approved pursuant to Section 1 of this Resolution, and to do all things necessary to carry out the provisions of said Lease Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2015.

Deborah Morelli, President

ATTESTED and **FILED** in my office
this ____ day of _____, 2015.

Audrey McAdams, Village Clerk

LEASE AGREEMENT

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

WITNESSETH THAT:

ARTICLE ONE

1.01 DEMISED PREMISES

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

1.02 TERM OF LEASE

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

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

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

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

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

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

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

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

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

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

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

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

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

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

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

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

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

3.04 WAIVER OF RIGHT OF COUNTERCLAIM

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

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

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

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

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

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

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

3.07 USE OF DEMISED PREMISES

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

3.08 PROHIBITED USES AND ACTIVITIES

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

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

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

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

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

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

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

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

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

3.12 RIGHT TO MORTGAGE DEMISED PREMISES

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

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

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR

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

3.14 NO NUISANCE PERMITTED

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

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

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

3.16 LESSEE SHALL ABIDE BY LAW

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

ARTICLE FOUR

4.01 INDEMNIFICATION

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

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

4.02 INDEMNIFICATION AGAINST MECHANICS LIEN

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

4.03 INSURANCE

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

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability

Property Damage Liability

(Including Liability for Environmental Contamination of Adjacent Properties)

in the amount of not less than \$4,000,000.00 per occurrence

and

ALL RISK PROPERTY INSURANCE

(Including Coverage for Environmental Contamination of Demised Premises)

in the amount of not less than \$4,000,000.00 per occurrence

INCLUDING FIRE AND EXTENDED COVERAGE

In an amount not less than the replacement cost of improvements
located on the premises

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

4.04 SELF-INSURER

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

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

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

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

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

4.05 INSURANCE ON IMPROVEMENTS

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

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

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

4.06 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

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

4.07 RIGHT OF LESSEE TO RECOVER PROCEEDS

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

4.08 APPLICATION OF INSURANCE PROCEEDS

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

4.09 INSURANCE PROCEEDS DEFICIENCY

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

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

4.10 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

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

4.11 EXCESS INSURANCE PROCEEDS

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

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

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

6.02 TIME OF CONSTRUCTION

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

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

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

ARTICLE SEVEN

7.01 NOTICES

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

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

or to Lessor at:

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

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

7.02 RIGHT TO DECLARE LEASE TERMINATED

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

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

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

7.04 ABANDONMENT

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

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

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

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

7.06 NO ASSIGNMENT OR SUBLEASE

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

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

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

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD LESSOR IN REAL ESTATE LITIGATION

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

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

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

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

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

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

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

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

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

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

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

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

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

ARTICLE NINE

DEMISED PREMISES WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

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

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

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

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

9.03 MODIFICATION OF IMPROVEMENTS

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

9.04 NOTICE

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

9.05 PLAT OF SURVEY AND LEGAL DESCRIPTION

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

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

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

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

B. "Hazardous Materials" shall mean:

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

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

C. "Phase I Environmental Assessment" shall mean:

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

D. "Phase II Environmental Assessment" shall mean:

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

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

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

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

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

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

10.04 CONDITION OF DEMISED PREMISES (ENVIRONMENTAL)

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

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

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

10.05 INDEMNIFICATION (ENVIRONMENTAL)

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

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

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

10.06 DEMISED PREMISES RESTORATION/REMEDATION BOND (ENVIRONMENTAL)

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

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

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

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

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

10.08 DEFAULT (ENVIRONMENTAL)

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

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

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

10.09 ADDITIONAL ENVIRONMENTAL COVENANTS

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

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

10.10 COMPLIANCE (ENVIRONMENTAL)

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

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

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

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

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

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

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

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos
Chairman, Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

VILLAGE OF STICKNEY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

[illegible]

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES

HEREBY CERTIFY that _____, personally known
(Name)

to me to be the _____ of _____, a
(Title) (Village/Town/City)

body corporate and politic, and _____, personally known to me to
(Name)

be the _____ of said body corporate and politic and personally
(Title)

known to to me to be same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
_____ and _____ of said body corporate and politic
(Title) (Title)

executed said instrument in behalf of said body corporate and politic and caused its corporate
seal to be affixed thereto pursuant to authority given by the corporate authority of said seal, as
its free and voluntary act and as the free and voluntary act and deed of said seal, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20__.

Notary Public

My Commission expires:

.....

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mariyana T. Spyropoulos, 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:

Metropolitan Water Reclamation District of Greater Chicago

Head Assistant Attorney

Acting General Counsel

APPROVED:

Executive Director

THE METROPOLITAN SANITARY DISTRICT OF

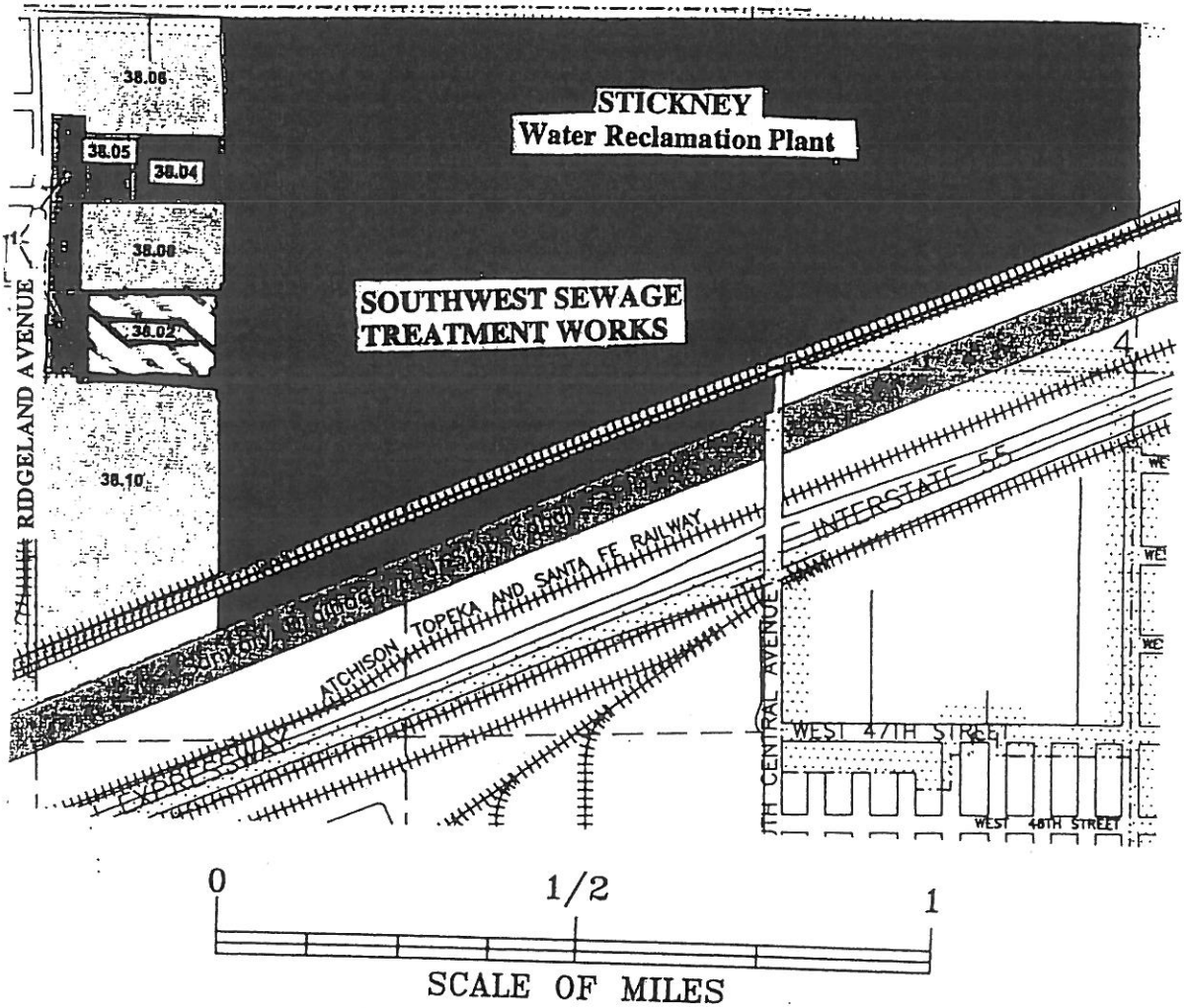
GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, party of the first part (hereinafter designated the "Lessor"), and the Village of Stickney, a municipal corporation organized and existing under the laws of the State of Illinois, party of the second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

WITNESSETH:

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

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

RIGHT OF WAY OF THE MAIN CHANNEL



PERSHING

LEGAL DESCRIPTION

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

260'

Village of
Stickney for
Park

LEASEHOLD
TO
VILLAGE
OF
STICKNEY

1025'

700'

850'

475'

ST.

LOMBARD AVE.

EXHIBIT C



STICKNEY AMERICAN LEGION



POST No. 687

6431 West Pershing Road

Stickney, Illinois 604

April 20th, 2015

The Honorable Debbie Morelli, Mayor

Village of Stickney

Stickney, Illinois 60402

Dear Mayor Morelli,

Each year prior to Memorial Day, millions of Americans wear little poppies in memory of the many and women who died in the wars and conflicts of our county.

All through the winter months these bright little red flowers are made by disabled and hospitalized veterans in VA hospitals in Illinois. In May the distribution of these poppies for donation is handled entirely by volunteers from the American Legion and the American Legion Auxiliary. Every penny received over expenses goes directly to needy and/or disabled veterans or to members of their families.

Poppy Days this year are May 18th through May 25th, 2015. With you and the Board of Trustees' permission Stickney Post 687 and its Auxiliary would like to be permitted to solicit donations in the business areas of your community on those dates. We would also appreciate it if the enclosed Proclamation could be passed to designate the week of May 18th through May 25th "Poppy Week" in the Village of Stickney. We have also enclosed a copy of our Post insurance policy.

Sincerely,

Jerry Bubash/ Chairman Poppy Day Committee

PHONE #



PROCLAMATION

Whereas, the American Legion and the American Legion Auxiliary have for many years engaged in the rendition of benevolent services to veterans and their families and have taken an active part in charitable work with the community, and

Whereas, the American Legion and the American Legion Auxiliary hold an annual Poppy Day on which Poppies made by disabled veterans in Illinois VA hospitals are publicly dispensed for purposes of raising funds with which to carry out their great work, and

Whereas, the days May 18th through May 25th have been selected as “Poppy Week” for the year 2015, therefore be it

Resolved, That I Debbie Morelli, Mayor of the Village of Stickney hereby proclaim these days as “Poppy Days” in the Village of Stickney, and request all citizens to observe these days by wearing a poppy in memory of the dead of all wars and conflicts and ask that all citizens support this excellent and worthy cause.

Attested:

Approved

Village Clerk

Village Mayor

VILLAGE OF STICKNEY
6533 W. PERSHING ROAD
STICKNEY, IL 60402-4018
708-749-4400 FAX: 708-749-4451

BLOCK PARTY APPLICATION

BLOCK INVOLVED: 4200 CLINTON AVE.

CONTACT PERSON/ORGANIZER:

NAME: Donna Jahiri

ADDRESS: 4236 CLINTON

PHONE NUMBER: 708-476-3548

DATE OF EVENT: May 16, 2015 HOURS: 10am - 10pm (11:00 if possible)

STREETS TO BE BLOCKED OFF:

4200 CLINTON AVE.

WILL THERE BE A BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR ANNOUNCEMENTS?

YES: X NO: _____

IF YES, NAME OR THE BAND OR DISC JOCKEY:

DJ Spicy (Robert Cruz) 708-749-4400

NOTE: HOURS FOR THE BLOCK PARTY ARE LIMITED FROM 10:00 a.m. UNTIL 10:00 p.m.

AT THE CLOSE OF THE BLOCK PARTY, THE ORGANIZER MUST CLEAN UP AND RESTORE ALL PUBLIC PROPERTY TO THE CONDITION THAT IT WAS IN PRIOR TO THE BLOCK PARTY.

RESOLUTION No. 12-2015

A RESOLUTION APPOINTING DEL GALDO LAW GROUP, LLC AS THE VILLAGE ATTORNEY FOR THE VILLAGE OF STICKNEY

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

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

WHEREAS, Section 2-142 of the Municipal Code, Village of Stickney, Illinois (the "Village Code") provides that all officers of the Village, other than elective officers, shall be appointed by the President with the advice and consent of the Village Board; and

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) provides that the President, by and with the advice and consent of the Village Board, may appoint an attorney for the Village (the "Village Attorney"); and

WHEREAS, the President, by and with the advice and consent of the Village Board, has determined that it is necessary for conducting Village business and for the effective administration of government to appoint Del Galdo Law Group, LLC to the office of Village Attorney pursuant to the terms of said law firm's engagement letter (the "Engagement Letter"), a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

SECTION 2: APPOINTMENT. The President, by and with the advice and consent of the Village Board, hereby appoints Del Galdo Law Group, LLC to the office of Village Attorney pursuant to the terms of the Engagement Letter. All prior appointments to the office of Village Attorney have expired. Said expiration shall be deemed to operate as a removal of all individuals and/or law firms previously appointed to said office only upon the appointment and qualification of a successor.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 5th day of May, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of May, 2015.

Deborah Morelli, President

ATTESTED and filed in my office
this _____ day of May, 2015.

Audrey McAdams, Village Clerk

EXHIBIT A



Del Galdo Law Group, LLC
Attorneys & Counselors

May 5, 2015

Honorable Deborah Morelli
Mayor
Village of Stickney
6533 Pershing Road
Stickney, IL 60402

Re: Legal Representation/ Fee Agreement

Dear Mayor Morelli:

First and foremost, thank you for choosing the Del Galdo Law Group, LLC (hereinafter or otherwise the "Firm") to represent the Village of Stickney as its Village Attorney ("Village Attorney"). This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to represent the Village and look forward to our future working relationship.

As the Village Attorney, the Firm shall render such advice and perform such legal services as provided in the Illinois Municipal Code, the Municipal Code for the Village of Stickney, and as directed by the Mayor and/or Board of Trustees.

Fees and Expenses. Our fees are determined based on time spent providing services to the Village by our staff. The rate shall be **\$195 per hour** for work performed on this engagement by our attorneys, and **\$85 per hour** for work performed by our paralegals/legal assistants. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein. All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Village at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. In all respects, the Firm's invoicing will be in accordance with the Standards.

The Village agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the Village's receipt of such Invoice.

While I will have primary responsibility for the Village's matters, I will assign others in the Firm to assist me in representing the Village. I will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

Future Engagements. You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. More specifically, the Firm represents, among other clients, J. Sterling Morton High School District 201 & Morton Community College District 527, both of which include the Village in their district boundaries. The Firm will conduct a conflict of interest check for each matter we handle for the Village involving any other unit of local government and will thereafter notify the Village in writing of a potential conflict of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct ("Rules").

Disclosure of Prior Representation. As the Firm has previously disclosed to the Village, and the Village is also independently aware, the Firm represented Koppers Inc. in a limited engagement on a land use matter from June to September 2014. This engagement and our scope of work has concluded and the Firm has no pending matters wherein it represents Koppers Inc. During our course of representing the Village, the Firm will decline from representing Koppers Inc. in any new matter involving the Village and, likewise, the Firm will recuse itself from representing the Village in any matter related to Koppers.

Notwithstanding the foregoing, to ensure the complete and open disclosure between the Firm and the Village, we would ask that the signature of the representative of the Village below be read as an acknowledgment of the Village's "informed consent" to having the Firm represent it in this matter and a waiver of any possible conflict due to the Firm's concluded representation of Koppers. The Rules define "informed consent" as denoting "...the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct."

Terms of Engagement. This Agreement and the appointment of the Firm is on an at-will basis. If, upon such termination, the Village wishes to have any documents delivered to it, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from you.

Page - 3
May 5, 2015

If the foregoing fee arrangement meets with your approval, please sign and date below and return this letter to the Firm at your earliest convenience. Should you have any questions, however, please do not hesitate to contact me. We appreciate the opportunity to be of service to the Village of Stickney, and thank you for choosing Del Galdo Law Group, LLC to assist with this matter.

Very Truly Yours,

DEL GALDO LAW GROUP, LLC


By: Michael T. Del Galdo
Senior Partner/Managing Member

The foregoing agreement is accepted

By: _____
Deborah Morelli, Mayor
Village of Stickney

Date: _____, 2015

cc: Board of Trustees
Village Clerk

Del Galdo Law Group, LLC

Standard Terms of Engagement For Legal Services

INTRODUCTION

Del Galdo Law Group, LLC is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

SCOPE OF OUR WORK

You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (e.g., legal assistants) in the firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

REVIEW FOR CONFLICT OF INTEREST

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our firm, is appropriate. Moreover, we assume that if, during the course of our firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

HOW OUR FEES WILL BE SET

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour, and will bill on a quarter of an hour basis.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

ADDITIONAL CHARGES

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

Graphics and Production Services

The Firm charges \$0.10 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.

Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

Telephone

The Firm does not charge for local or domestic long distance calls. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs.

All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. The client should not expect the Firm to advance such costs.

BILLING ARRANGEMENTS AND TERMS

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement.

ADVANCES

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In

the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

HOW CAN YOU HELP US REPRESENT YOU

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

CLIENT AND FIRM DOCUMENTS

We will maintain any documents that you furnish to us in our client file (or files) for this matter. At your request, we will return your documents to you at the conclusion of the matter (or earlier, if appropriate). It is your obligation to tell us, which, if any, of the documents that you furnish us that you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges. Our own files pertaining to this matter, including the work performed by our attorneys, will be retained by the Firm. Any documents retained by the Firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.

THIRD PARTY CONTRACTORS

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

COOPERATION

In order to enable our Firm to effectively represent you, we ask that you as our client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.