



Agenda Cover Memorandum

Meeting Date: February 10, 2014

Meeting Type: COW (Committee of the Whole) City Council Budget Workshop

Item Title: Approve Renewal of Lease Agreement with Union Pacific covering use of Railroad Depot at Park Ridge through February 28, 2034

Action Requested:

Approval

For discussion

Feedback requested

For your information

Staff Contact: Wayne Zingsheim, Director of Public Works

Phone Number: 847/318-5247

Email Address: wzingshe@parkridge.us

Background:
The lease with the Union Pacific Railroad for the Uptown Depot expires on March 1, 2014. Union Pacific has requested a renewal of the lease for the station for a term of twenty (20) years, ending February 28, 2034.

The City Attorney has reviewed the attached Renewal Rider Agreement.

Recommendation:
Approve renewal of Lease Agreement with Union Pacific covering use of Railroad Depot at Park Ridge through February 28, 2034.

Budget Implications:
Does Action Require an Expenditure of Funds: Yes No

If Yes, Total Cost: \$

If Yes, is this a Budgeted Item:
 Yes No Requires Budget Transfer

If Budgeted, Budget Code (Fund, Dept, Object)

Attachments:

- Correspondence from Union Pacific Railroad
- Renewal Rider Agreement



October 31, 2013
Folder: 00195-92

PARK RIDGE, CITY OF
505 BUTLER PLACE
PARK RIDGE IL 60068

Gentlemen:

RE: Renewal Lease Agreement Covering Use of Railroad Depot at Park Ridge, Illinois

The Lease with the Railroad for the passenger station depot will expire on its own terms on March 1, 2014. Enclosed are two (2) originals of the above-referenced Lease for your execution.

In the enclosed envelope, please return the following:

1. **ALL ORIGINALS** of the Lease signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.

Both copies of the above-mentioned lease document, plus the questionnaire, and the check must be received by this office within 30 days of the date of this letter for consideration by Railroad Company management. You are not authorized to enter the premises until you are in possession of a fully executed copy of this Lease.

NOTHING IN THIS CORRESPONDENCE SHOULD BE CONSTRUED AS A COMMITMENT TO LEASE REAL PROPERTY AS SUCH A COMMITMENT REQUIRES FORMAL RAILROAD MANAGEMENT APPROVAL. IF SUCH APPROVAL IS RECEIVED, A FULLY EXECUTED COPY OF THE LEASE WILL BE RETURNED TO YOU.

If you have any questions regarding this Lease, please contact me at (402) 544-8644 or RDPETERS@up.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Peterson".

Rod Peterson
Senior Manager - Real Estate

Audit No. 181401
Folder No. 195-92

RENEWAL RIDER AGREEMENT

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and its predecessors in interest, (hereinafter the "Railroad Company") and the **CITY OF PARK RIDGE, ILLINOIS**, (hereinafter the "Lessee"), or their predecessors in interest, have heretofore entered into an agreement dated March 1, 1994, and Supplement Agreement dated January 30, 1996, bearing Railroad Company Audit No. 181401 (hereinafter "Basic Agreement") covering the passenger station and land thereunder for a term of twenty (20) years from March 1, 1994.

The parties hereto now mutually agree to the following:

INSURANCE.

- A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit B** hereto attached and made a part hereof.
- B. Not more frequently than once every two years, Railroad Company may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- C. All insurance correspondence, certificates and endorsements shall be directed to: Real Estate Department, 1400 Douglas Street, STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 195-92.

The parties hereto now mutually agree that the Basic Agreement, including any supplement or amendment thereto (if any), is hereby adopted by the parties hereto as their agreement for a term beginning **March 1, 2014 and extending for a twenty (20) year term to February 28, 2034.**

Audit No. 181401
Folder No. 195-92

All terms and conditions of the Basic Agreement, as hereto fore or herein supplemented and/or amended (if applicable), shall have the same force and effect and be as binding upon the parties hereto during said term and if the same were repeated herein.

Executed this _____ day of _____, 20_____.

CITY OF PARK RIDGE, ILLINOIS

By: _____

Title: _____

UNION PACIFIC RAILROAD COMPANY

By: _____
General Director - Real Estate

**EXHIBIT B
TO
PASSENGER STATION LEASE**

**UNION PACIFIC RAILROAD
INSURANCE REQUIREMENTS**

Tenant shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain a single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$5,000,000 and include broad form contractual liability coverage. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

The policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The workers compensation and employee related exclusions in the above policy apply only to employees of Tenant.
- The exclusions for railroads (except where the Premises is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Waiver of subrogation
- Designated Premises Pollution Coverage (CG00-39), unless Tenant does not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substance (as defined in Section 6F of Exhibit B to this Lease).

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The workers compensation and employee related exclusions in the above policy apply only to employees of Tenant.
- The exclusions for railroads (except where the Premises is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or

crossings), and explosion, collapse and underground hazard shall be removed.

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Tenant's statutory liability under the workers' compensation laws of the state(s) affected by this Lease
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee

If Workers Compensation insurance will not cover the liability of Tenant in states that require participation in state workers' compensation fund, Tenant shall comply with the laws of such states. If Tenant is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement, which **shall be indicated on the certificate of insurance:**

- Alternate Employer Endorsement

D. Umbrella or Excess Policies In the event Tenant utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

E. All Risk Property insurance (including Flood and Quake) covering Lessor's building, betterments, and improvements on the Premises and all appurtenances thereof in an amount not less than their replacement value, and naming Railroad as Loss Payee.

F. Comprehensive Boiler and Machinery Coverage (Object Definition Number 6 - including Production Machinery) including business interruption and extra expense for all objects on the leased premises, and naming Railroad as an Additional Insured and Loss Payee.

Other Requirements

G. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**

H. Tenant agrees to waive its right of recovery, and shall cause its insurers, through policy endorsement, to waive their right of subrogation against Railroad, including, without limitation, for loss of Tenant's owned or leased property or property under its care, custody and control. Tenant's insurance shall be primary with respect to any insurance carried by Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**

I. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Railroad as an additional insured. The coverage provided to Railroad as additional insured shall provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Tenant's liability under the indemnity provisions of this Lease. **Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.**

J. Prior to execution of this Lease, Tenant shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any cancellation or material alteration. **Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.**

K. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

L. Tenant **WARRANTS** that this Lease has been thoroughly reviewed by Tenant's insurance agent(s)/broker(s), who have been instructed by Tenant to procure the insurance coverage required by this Lease and acknowledges that Tenant's insurance coverage will be primary.

M. If Tenant fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Tenant plus a 25% administration fee.

N. The fact that insurance is obtained by Tenant or Railroad on behalf of Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

Audit No. 181401
Folder No. 195-92

RENEWAL RIDER AGREEMENT

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Executed this _____ day of _____, 20____.

CITY OF PARK RIDGE, ILLINOIS

By: _____

Title: _____

UNION PACIFIC RAILROAD COMPANY

By: _____
General Director – Real Estate

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copy

Audit No. 181401

Folder No. 195-92

THIS SUPPLEMENTAL AGREEMENT is made as of the 30th day of January 1996, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, as successor in interest through merger with the Chicago & Northwestern Transportation Company, (hereinafter the Lessor) and the CITY OF PARK RIDGE to be addressed at 505 Butler, Park Ridge, IL 60068 (hereinafter the Lessee).

RECITALS:

By instrument dated March 1, 1994, the parties hereto or their predecessors in interest (if any), entered into an agreement (herein the "Basic Agreement") identified as Audit No. 181401, C&N Lease No. 88368, covering lease of the passenger station located at Park Ridge, Illinois.

The parties now desire to modify the Basic Agreement by revising the area leased to include additional area as shown. Lessor reserves for its exclusive use and occupancy of the portion of the passenger station as shown.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Section I. - SUBSTITUTION OF PRINT

The print dated January 10, 1996, attached hereto as Exhibit "A", shall be and hereby is substituted for the print dated April 28, 1995 attached to the Basic Agreement, and from and after the effective date herein whenever the term Premises is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Premises as shown on Exhibit "A", hereto attached.

Section II. - RENTAL

Effective as of March 1, 1996, the Lessee agrees to pay to the Lessor the sum of One dollar (\$1.00) per year and other valuable consideration.

Section III. - EFFECTIVE DATE

This Supplemental Agreement shall be effective as of March 1, 1995.

Section IV. - AGREEMENT SUPPLEMENTAL

This agreement is supplemental to the Basic Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

Witness:

[Signature]

UNION PACIFIC RAILROAD COMPANY

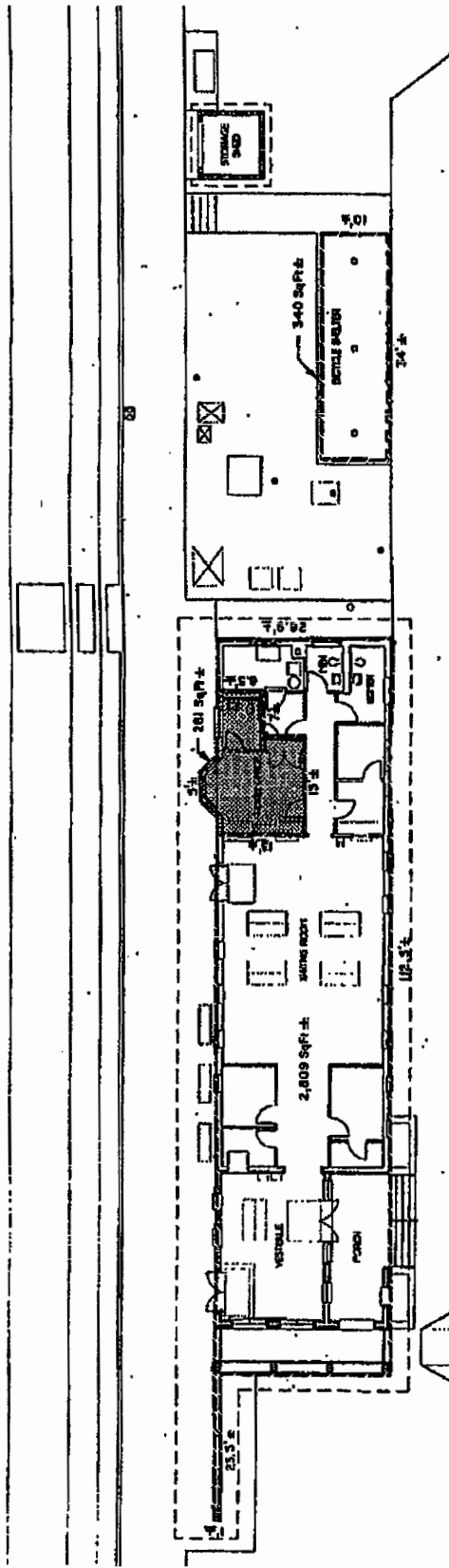
By: [Signature]
Director - Real Estate

Witness:

x [Signature]

CITY OF PARK RIDGE

x [Signature]



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS. EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 PARK RIDGE COOK COUNTY ILLINOIS
 SUPPLEMENTAL AGREEMENT TO LEASE
 OF DEPOT TO THE CITY OF
 PARK RIDGE

SCALE: 1" = 10'
 OFFICE OF CONTRACTS & REAL ESTATE
 OMAHA, NEBRASKA DATE: 11-11-95
 M/F: FILE: 95-92

LEGEND

LEASE AREA SHOWN OUTLINED
 AREA RESERVED FOR EXCLUSIVE
 USE BY LESSOR SHOWN

① SITE PLAN
 SCALE 1/8" = 1'-0"

ORIGINAL STORED IN ENVELOPE
 AT REAR OF BATCH

copy

LEASE NO. 88388

LEASE AGREEMENT

LESSOR: Chicago and North Western
Transportation Company
165 N. Canal St.
Chicago, IL 60606

U. P. R. R. Co.
Agreement
Audit No. **181401**

LESSEE: City of Park Ridge, a Municipal Corporation
505 Butler
Park Ridge, IL 60068

On this 1st day of March, 1994 the CITY OF PARK RIDGE (hereinafter called "Lessee") hereby offers and agrees to lease from the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, (hereinafter called "Lessor") the passenger station (hereinafter called "Premises") of Lessor, situated in or near the CITY OF PARK RIDGE and State of Illinois shown outlined in yellow on "Exhibit A", attached hereto and made a part hereof, for and during the term of twenty (20) years and thereafter, unless sooner terminated as provided herein. The Lease is to commence on the day and year first above written.

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

COVENANT

1. Lessee covenants and agrees to pay Lessor as rent for the premises the sum of Ten Dollars and No/100 (\$10.00) per year and other valuable considerations.

PURPOSE OF LEASE

2. The Lessee desires (a) to modify the existing architectural appearance of the passenger station on the said premises, (b) to control and maintain access to the said station, and (c) to develop commercial endeavors in the station which will serve the Lessor's commuters. Accordingly, the Lessor has granted the Lessee this lease. However, the said premises will continue to be used and occupied primarily as a railroad commuter station facility. The Lessor reserves unto itself, its successors and assigns, and licensees the right to use said premises in the general conduct of its railroad business including endeavors to convenience its commuters and the public. Lessees in existence at the time of the execution of this lease will be assigned to the Lessee.

EXCLUSIVE USE BY LESSOR

3. Lessor reserves for its exclusive use and occupancy that portion of the passenger station outlined in yellow on the attached print. No portion of the Lessor's platform is covered by this lease.

USE BY LESSOR AND PUBLIC

4. Lessor reserves for lawful use by Lessor and the public, including but not limited to Lessor's customers, the said premises (except such part of said premises as are with Lessor's consent hereafter sublet by Lessee). Lessee shall not interfere with or infringe upon Lessor's or the public's lawful use of the said premises so reserved. The Lessee further agrees that Lessee and Lessee's employees and invitees in and about said premises shall be subject to the general rules and regulations of Lessor relating to said passenger stations and said passenger station grounds and to Lessor's railroad operations and to the conduct of its employees. Lessor reserves the right to regulate and control the people who enter said premises, and

their conduct, and reserves the right to enter upon said premises at any time, and to eject therefrom any disorderly person or persons.

**ROADWAYS
ACCESS**

5. (a) Lessee accepts the premises subject to rights of roadways, easements, permits, or licenses. Lessee agrees to provide to Lessor, and the public, access over and through premises on these existing roadways and easements should such access be deemed necessary by Lessor. Lessee further agrees that Lessor shall not be responsible for the care or maintenance (including snow removal) of said roadways.

RELOCATION

(b) Lessor reserves the right to maintain or relocate its existing facilities, or to construct and thereafter maintain new facilities, in the vicinity of the premises with no liability for damages to Lessee's interests or property resulting from such activities. Lessor agrees, however, that no changes shall be made without consultation with Lessee.

SIGNS

6. Lessor reserves the right to post, paint, or place, or to have posted, painted or placed on the premises, informational signs relative to the operations of the Lessor on the premises, including, but not limited to, those designed to enhance the accessibility of said facilities and services to the elderly and handicapped. Lessor agrees, however, that no such signs shall be posted, painted, or placed without Lessee's consent.

**COMPLIANCE
(LEGAL AND
INSURANCE)**

7. (a) Lessee shall not use or permit upon the premises anything that will invalidate any policies of insurance now or hereafter carried on the premises or any building or structure thereon. Lessee shall maintain and use the premises and buildings and structures thereon in accordance with the requirements of all local ordinances, state and federal laws in effect during the term of this lease.

POLLUTION

8. Lessee further agrees to comply with all ordinances, laws, rules, and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and/or disposal of refuse, solid wastes or liquid wastes. Lessee shall bear all cost and expense arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify and save harmless Lessor from all liability, including without limitation, fines, forfeitures, and penalties arising in connection with the failure by Lessee to comply with such ordinances, laws, rules or regulations.

**ENVIRONMENTAL
CONTAMINATION**

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

respect aggravated or altered by any Lessee operations and to promptly notify Lessor of any event, notice, claim, demand or litigation which involves or alleges contamination of the premises, the groundwater thereunder or a discharge or release therefrom to adjacent property.

**RELOCATIONS
OF WIRES**

10. Lessee accepts the premises subject to rights of any party, including Lessor, in and to any existing telephone, telegraph or other wires, and poles and facilities of any kind whatsoever, whether or not of record. Should the Lessee at any time require the relocation of any of same, Lessee shall bear and pay the cost of so doing.

**QUIET ENJOY-
MENT AND
LESSOR'S
TITLE**

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

**NO
SUBROGATION**

12. Lessee agrees to have all insurance policies issued to it, or for or upon Lessee's account, covering any injuries to persons or any loss or damage to property so written that the insurer shall have no claim or recourse of any kind whatsoever against Lessor or the premises.

LIABILITY

13. As a material consideration for entering into this Lease and without which the Company would not enter into same, the Lessee covenants and agrees to indemnify, save harmless and protect the Lessor from and against any and all loss, damage, claim, demand, fine, lawsuit and/or liability, and any and all costs, expenses and legal fees in connection therewith by reason of injuries to or death of persons and/or loss of or damage to property and/or violation of any law, ordinance or regulation arising or growing out of or connected with this Lease, the premises, and/or any act or omission of (i) the Lessee, its employees or agents, and/or (ii) any other person performing any work or service for or on behalf of the Lessee on or about said premises or arising out of their presence on said premises.

LIENS

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

**EMINENT
DOMAIN**

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

**CAUSE FOR
BREACH**

16. If Lessee defaults in any of Lessee's undertakings or obligations in this lease, then such event or action shall be deemed to constitute a breach of this lease and if such default remains uncured for thirty (30) days after notice in writing, this lease shall cease and terminate, at Lessor's option.

UNPAID PAYMENT

17. All payments becoming due under this lease shall be considered as rent and, if unpaid when due, shall bear interest at 10% per annum until paid.

TERMINATION

18. Either party may at any time terminate this lease by giving 365 days' written notice of its intention to do so.

SURRENDER OF PREMISES

19. Upon the termination of this lease by any manner, means, or contingency whatsoever, Lessee shall, without further notice or demand, deliver possession of the premises to Lessor in as good condition as when entered upon, ordinary wear and tear accepted. Lessee may remove all trade fixtures at the termination of this lease.

REENTRY

20. If Lessee shall breach or default in any of the terms of this lease and if such breach or default is not cured or if this lease shall expire or terminate in any manner, it shall be lawful for Lessor, then or at any time thereafter, to reenter the premises and take possession thereof, with or without process of the law, and to use any reasonable or necessary force for regaining possession; provided however, the Lessee shall have the right to remove certain of Lessee's properties as hereinabove provided.

WAIVER OF REMEDIES

21. (a) No waiver of any default of Lessee shall be implied from omission by Lessor to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Lessor from Lessee (i) after any default by Lessee, (ii) after the termination of this lease, (iii) after the service of any notice or demand or after the commencement of any suit, or (iv) after final judgement for possession of the premises, shall waive such default or reinstate, continue or extend the term of this lease or affect in any way any such notice or suit, as the case may be.

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

SUBLETTING REVENUE

22. Any rentals or other revenues generated by the subletting by Lessee of any portion of the premises shall belong solely to the Lessee.

IMPROVEMENTS

23. Prior to any improvements being made to the premises, Lessee shall submit to Lessor's Director of Commuter Services plans and specifications for improvements on any portion of the premises. ("Improvements" shall include, but not necessarily be limited to, replacement or repair of roof, floors, heating plant, plumbing, or walls; but shall not include such items of maintenance as window washing, cleaning, sweeping, or normal services ordinarily provided by a janitor.)

CUMULATIVE RIGHTS

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

NOTICES

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

ENTIRE AGREEMENT

26. All of the representations and obligations of Lessor are contained herein. No modifications, waivers or amendments of this lease, or any of its terms, shall

be binding upon Lessor unless it is in writing and signed by a duly authorized Officer of the Lessor.

RAIL SERVICE

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

HOURS OPEN TO PUBLIC

28. Lessee shall control the hours during which the premises shall be open to the public.

ACCEPTANCE

29. Lessee has examined and knows the condition of the premises and shall enter upon and take the same in their condition at the commencement of the term of this lease.

MAINTENANCE

30. Lessee agrees to provide all cleaning and janitorial service and supplies, including toilet paper and hand soap, to keep premises in a clean and neat condition satisfactory to the Lessor's Division Manager, and in accordance with city standards of other public buildings, except those portions of the Lessor's passenger station shown outlined in yellow on "Exhibit A".

RED ST, JBA

During the term of this Agreement, Lessee shall maintain and repair said passenger station and all fixtures and appurtenances thereof, and shall keep all of the same, and any area used in the future for commercial development, in a good state of repair, appearance and order (including, but not limited to, regular cleaning of floors, windows, painting, plumbing fixtures and the providing of scavenger service), corresponding to standards that apply to public buildings and facilities, except Lessee shall not be responsible for repairing or replacing any structural parts of the depot building resulting from ordinary wear and tear (such as support walls, structural members, columns, floors, roof, heating plant and foundation). Lessee shall be responsible for notifying the Lessor, in writing, of the need for improvements or repairs which are to be the responsibility of the Lessor. For the purpose of determining what items shall be the responsibility of Lessee or Lessor, hereunder it is hereby agreed that any single item costing more than \$2,500 to repair or replace, shall be the responsibility of the Lessor and all other single items costing \$2,500 or less to repair or replace, shall be the responsibility of the Lessee. Lessee has no responsibility for maintenance of Lessor's platforms.

RIGHT TO INSPECT

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

BUILDING INSURANCE

32. Lessee further agrees to obtain, at Lessee's own cost and expense, fire, wind storm and extended coverage insurance in the amount of full insurable value of the passenger station to be determined from insurance agent/appraiser and approved by Lessor. Said insurance shall run in favor of Lessee and shall be endorsed to assume the contractual obligations of Lessee as set forth in this subject lease. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of report showing established insurable value, shall be furnished to the Lessor and must show on the insurance policy or the certificate of insurance that the Lessor will be properly notified within a thirty (30) day written notice of any modification or cancellation of such policy.

UTILITIES

33. Lessee will pay all the utility costs incurred by the operation of the premises.

SALE OR ASSIGNMENT

34. Any sale, assignment, transfer, or underletting of this lease by Lessee without the previous written consent of Lessor shall be void. Such written consent shall not be unreasonably withheld and it is the intent of the parties hereto that portions of the premises will be sublet for commuter convenience service. No act of Lessor, including acceptance of money by Lessor from any other party, shall constitute a waiver of this provision.

REHABILITATION

35. In the event funds become available from either a public agency or other sources for the rehabilitation of railway stations, the Lessor agrees that it will cooperate with Lessee or other parties in the applications for such funds, provided there is no cost or expense to Lessor of any kind in the acquisition of these funds and provided such rehabilitation in no way adversely affects Lessor's interests in the Passenger Station or adversely affects its commuter railway operation.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

WITNESS: *[Signature]*
(For Lessor)

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: *[Signature]*
Senior Vice President,
General Counsel and Secretary

WITNESS: *[Signature]*
(For Lessee)

CITY OF PARK RIDGE
By: *[Signature]*

APPROVED
AS TO FORM
[Signature]
CITY ATTORNEY
DATE 6/10/83

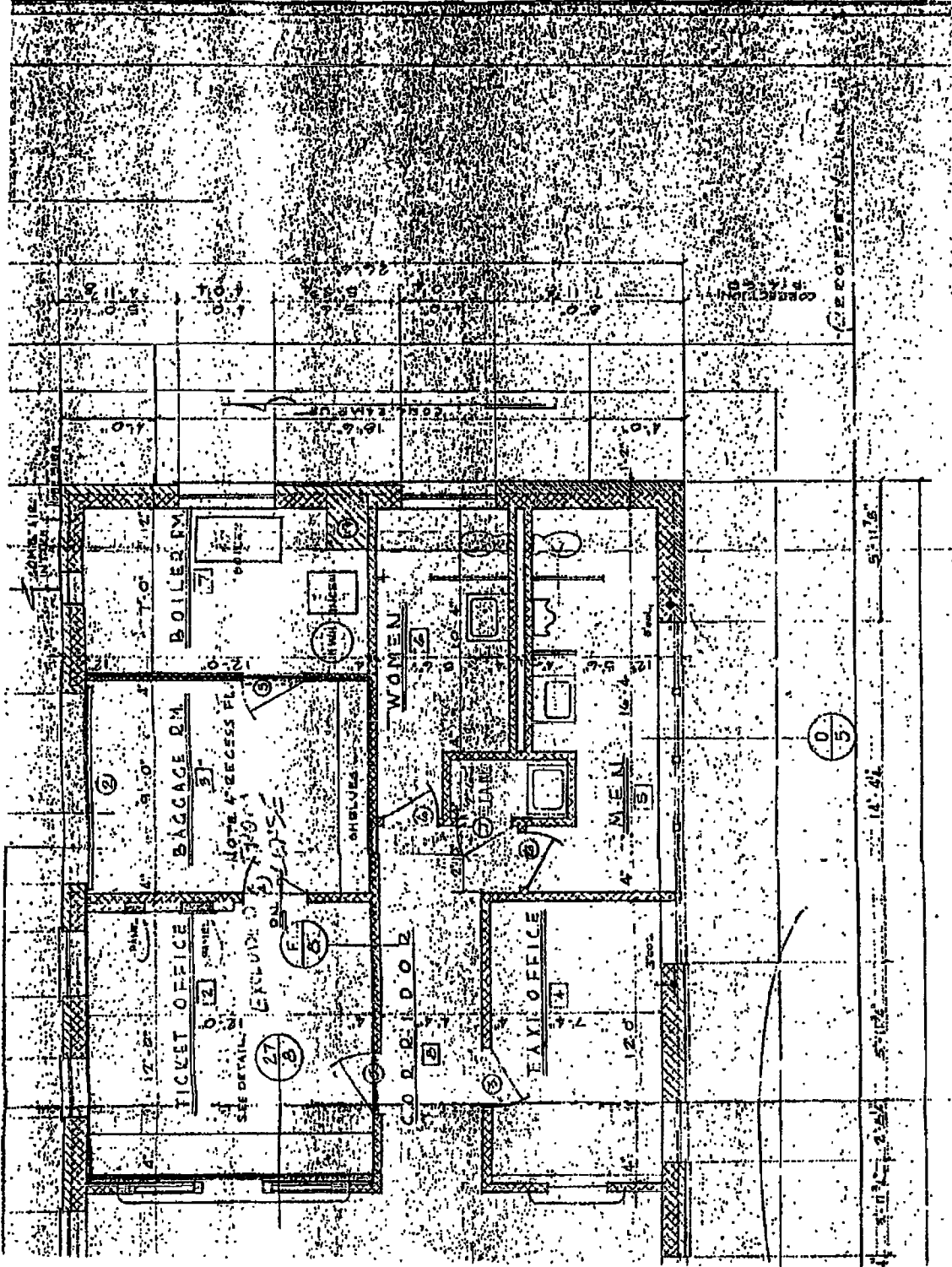
EXHIBIT "A"

PARK RIDGE, IL

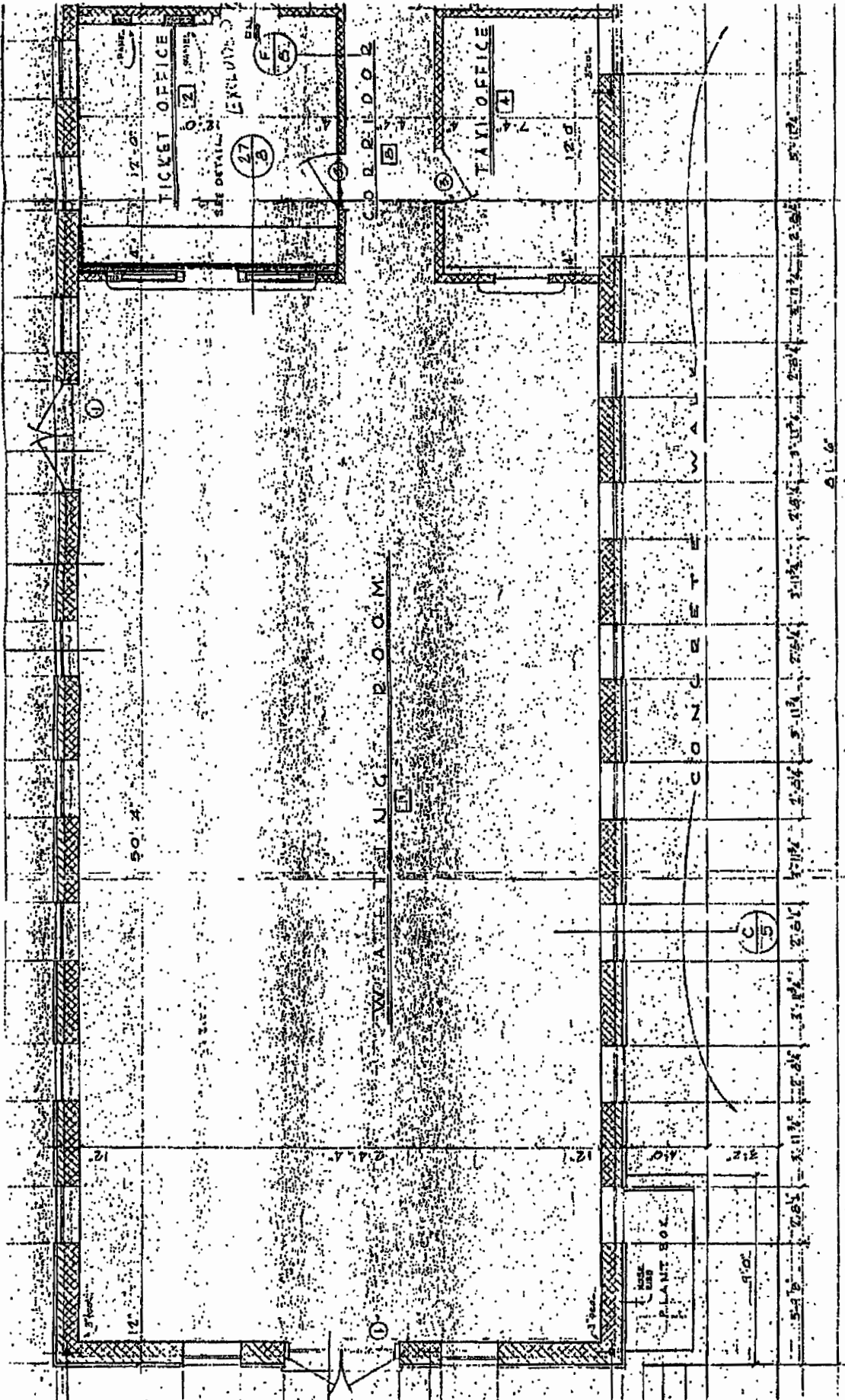
LEASE 88368

CORRECTED LEASE

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