

LINCOLNWOOD PARKS & RECREATION BOARD MEETING
Tuesday, June 10, 2014, 7:00 pm
Lincolnwood Village Hall – Council Chambers

AGENDA

- I. Call to Order
- II. Approval of Minutes of April 29, 2014 meeting
- III. Audience Participation/Letters from the Public
- IV. Old Business
 - A. Updates
 - 1. Department Staffing
 - 2. Memorial Day Activities
 - 3. Aquatic Center Opening
 - B. Consideration of a Resolution Authorizing the Village Manager to Sign a Recreational Lease and PUIG Agreement with ComEd
- VI. New Business
 - B. Parks and Recreation Month Proclamation
 - C. Slammers Softball Tournament Request
 - D. Discussion regarding the presentation of Annual Report to Village Board
- V. Chairperson's Report
- VI. Commissioners' Report
- VII. Director's Report
- VIII. Recreation Staff Reports
 - A. Superintendent of Recreation - Katie Gamroth
 - B. Superintendent of Parks & Facilities –Chris Stachewicz
 - C. Community Center Program Supervisor – Melissa Rimdzius
 - D. Community Outreach Coordinator – Linda Vering
 - E. Youth Programs Coordinator – Aryn Fletcher
- IX. Adjournment

Posted: June 5, 2014



Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

April 29, 2014

DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:03 P.M.

PRESENT AT MEETING

Park Board Members: Demerise Gratch, Sarah Hardin, Gail Ito, Art Lovering, Laura Tomacic, Jennifer Spino

Parks and Recreation Department Staff: Jan Hincapie, Katie Gamroth, Chris Stachewicz, Melissa Rimdzius

Village Board Liaison: Trustee Craig Klatzko

Village Staff: Ashley Engelmann, Tim Wiberg,

Village Contractors: Steve Berez, Village Engineer

Audience: Stanly Consultants, Audry Schiff, 4601 W. Touhy Ave #601, Marilyn Klein, 4601 W. Touhy Ave. #506, Jeff Perl, 4601 W. Touhy Ave. #411, Larry Teren, 4061 W. Touhy Ave.

APPROVAL OF MINUTES

On motion, Ito/Tomacic to approve the meeting minutes of the February 11, 2014 meeting. 6-0, motion passed.

OLD BUSINESS

A. Non-resident Pool Pass Registration Update

Hincapie- Non-resident pool pass registration is limited to 2,000 passes. At 10am on April 12th the online pool registration process started. For the first time in seven years we did not sell out day of. We are nearly there now at 1980 passes sold. Per usual the complaints were about the system being slow, we anticipate the reason for this is the approximately 10,000 hits that happen all at once. Resident pool passes are on sale now in the Parks and Recreation office, we see a correlation of passes sold and the weather. The nicer the day the more pool passes that are sold. The pool opens for the 2014 season on May 31st.

B. Proposed Bike Path Update

Hincapie-We have two proposed bike paths, one on the ComEd right of way and the other being the Union Pacific Railway. We are in the final stages of the Union Pacific and waiting for the final signed lease for ComEd. We have received the CMAQ grant that will cover 80% of the costs for the paths, and would like to have them bid out by the end of the year.

U.P. – located on the east side of Lincolnwood extending from Devon to Touhy

ComEd – located on the west end of Lincolnwood extending from Devon to Jarvis

Lovering- Behind the Public Works office I have noticed piles of woodchips, will those be removed?

Engelmann-Yes

NEW BUSINESS

A. Community Input – Overpass at Touhy Ave over Proposed Bike Path

Engelmann- Plan approved in 2010 to navigate pedestrians using the bike path over Touhy Avenue. This is an extension of the CMAQ that is an 80/20 split that is federally funded. In 2012, the Village went out to RFP for an engineering firm and in 2013 Stanly Consultants was approved.

Presentation by Stanley Consultants – Touhy Avenue Bridge Skokie Valley Trail

Lovering- For clarification can you please run through the four types of structures with information and the ramping cost feature? Can we get more information of the ranking as far as cost options?

Stanly Consultants- All four are within the same neighborhood, within \$100,000 of each other. The basic Alternative 1 is the lowest cost and Alternative 4 is highest.

Ito- What is the ballpark for the project? How much?

Stanly Consultants- Around three million

Hincapie- Is one more maintenance friendly?

Stanly Consultants- The first three are more standard and the fourth being a suspension would require more work. The maintenance will come into play with the architectural features: ie. lighting and material.

Tomacic- Do all designs have the same time frame for building, or would one take longer?

Stanly Consultants- All could be done in the same time frame

Lovering- Please go back to the local access slide, the blue lines are temporary or permanent? Does that feature remain?

Stanly Consultants- Permanent, because we are using federal money we need to have ADA access with a gentle sloping path. This will also provide access for bikers. We are recommending the addition of stairs for walkers.

PUBLIC INPUT

Schiff/Klein – (Talking to Stanley Consultants) Did you ever come out to the place where the bridge was going to be put? Our property is adjacent to the railway and our driveway onto Touhy going east is no more than 10 feet away from where this bridge will go. We are concerned that we will not be able to see coming out of our driveway causing a major safety concern. Our pool will also be only five feet away, this bridge kills our privacy. We have 16 families whose bedrooms face east and they will need to keep their shades closed all day so people do not see in, and all night because the light from the bridge will get in. We have rules to cut lighting at 10pm on the east side of the building and this lit bridge goes against that rule. We already have problems on the west side of the building with Psistaria being very busy and causing traffic problems. Adding new traffic problems on the east side is going to infuriate our residents. This is going to cause many issues for the building, parking lot with people running through the property. We do not think anyone has been out to see the building and do not think that anyone has thought about what will happen to our building. I have never been called out to any meetings about this and I don't think the residents of the building have ever been considered. This bridge is right on top of our building, and it is well worth coming out to see how the 98 residents will be affected. I don't think this was considered from the get go. This will do more harm for us, than be an added feature for Lincolnwood. One more issue from the Skokie meeting, I am under the assumption that Skokie is refusing to continue the path, so this is the bike path that is going nowhere?

Hincapie – This is going to continue in Skokie, they have a lease arrangement to purchase. There is a six mile patch from the Skokie limits to the Lake County line, once in Lake County you can hop on a path that will take you to the state line. The continuation you are referencing is the Union Pacific. They are in the similar stage that we are.

Schiff/Klein – We also remember talk about a parking lot and dog run.

Hincapie – The 2005 master plan does show a dog park but that has been removed as well as the parking lot.

Engelmann – Jan and I will come and meet with you to again review the location. The purpose of these meetings is for things like this so thank you for your input.

Gratch – Anything that is not said here tonight can make it on the official meeting record if it is submitted by May 13.

Teren – I have been living there for 16 years plus. The bottom of the “U” is exactly where those who park in the east side of the garage will go through. As you know bike riders are just as jerky as the jerky drivers. You are going to have bike riders coming out right into where cars are coming out. We do not have a stop sign, and as it is we have a difficult time turning left onto Touhy. We have many older drivers who will turn right and go to the Barkley stop light. This is not a smart thing at all. There will be a difficult line of sight for car going we on Touhy. If the bridge and bike path is lit up 24 hours a day for security, that will be an issue for residents. I think this should be put on hold, so another traffic control survey can be done. You are creating so many opportunities for damage to happen, what is going to happen during construction time? This is going to make it difficult to get in and out of our building.

Perl- This bridge will look right into my 4th floor bedroom window. My only comment to add is privacy. I do like the idea but feel that it is dangerous. The bridge will butt up against a large number of residents backyards, but when it comes up 20-25 feet it will peek into my bedroom window. Who's jurisdiction does this come under? Who will police the area? Lincolnwood is a sleepy little place, we don't want to lose that element.

Engelmann – The Lincolnwood Police Department would police the area

Perl – Would it be open 24/7?

Hincapie – We cannot close it, but we would look at policing it. We do have the Park Patrol group that do have the ability to write tickets.

Perl – We don't want people throwing rocks or debris, how many people per day will be using it? What about a cross walk with a meter control instead? We have to wait to get out of our parking lot as it is, it would help us to have a crosswalk.

Gratch – Remember you have until May 13th to go on the record.

Hardin – Are there lights on the overpass at Rogers and Peterson?

Lovering – No lighting, not at Oakton or Lake Street, but I don't know about driving under.

Schiff/Klein – There are also no residential houses on at those areas, and there are no lights.

Engelmann- Thank you all for attending the meeting, we will have several of these public hearings for information. This was a good preliminary meeting to get public concerns. The next step will be a meeting about moving forward, we have sent out 300 letters to invite those in the area to come and speak at the meeting. We will keep you all up to date on the next meeting date. Goal will be to narrow some of the decision on what we want for a bridge type so we can give the consultants an idea on design, but we want to address all concerns first.

CHAIRPERSON'S REPORT – None

COMMISSIONERS' REPORTS - None

DIRECTOR'S REPORT

Hincapie- We have had some vandalism at Centennial Park. The new park sign has had some letters removed. We have reported it to the police and there is an investigation. ComEd has been working out there and we are trying to get any information we can from them. We are researching replacing the letters and finding an instillation that might be more durable. Linda Vering has also started with the Parks and Recreation office yesterday as our new Community Outreach and Marketing Coordinator.

STAFF REPORTS

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**
We have a free outdoor tennis demonstration scheduled for May 19th at Proesel Park.
- B. **SUPERINTENDENT OF PARKS AND FACILITIES - STACHEWICZ**
Thank you to Public Works for all of their hard work with getting the pool up and running.
- C. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**
We have had to put a max on our camp participants as we are having trouble finding more staff. As soon as we hire more we will adjust waitlist numbers.

ADJOURNMENT

Meeting adjourned at 8:21 P.M.

Park Board Minutes prepared by: Katie Smith Gamroth, Superintendent of Recreation

Park and Recreation Board President:

Signature

Date

Marilyn Klein
4601 W. Touhy Ave Apt # 506
Lincolnwood, IL 60712

May 5, 2014

Ms. Janice Hincapie
Director of Parks & Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Dear Janice,

I attended the meeting last Tuesday night where Stanley Consultants gave their presentation on the proposed bicycle and pedestrian bridge to be constructed over Touhy Avenue. I was extremely disappointed to find out that Mr. Paul Schneider, senior transportation planner from Stanley Consultants and the entire park board never once came out to visit the area where the proposed bridge will be located. As you know this site is a very narrow piece of land adjacent to our property, Lincolnwood Suites Condominium, which is a mere twenty feet away from one of our driveway entrances where 300 residents and visitors access daily. I do not feel there is enough land to safely act as a buffer between the bridge and our property.

Living on Touhy Avenue has changed drastically during the eighteen years I have lived at Lincolnwood Suites. With all the increased traffic, not to mention the nightmare that Psistaria Greek Restaurant has placed upon us, it has become extremely difficult to access our driveways. We are risking our lives on a daily basis when we make a left turn into or out of our building. Drivers often take chances to dart onto the safety island, which is in the middle of the street with slightly more space than the width of a car, as soon as the eastbound traffic has dissipated even though westbound has not. We pray on a daily basis that someone texting while driving won't veer head on into the narrow safety island where we are waiting the longest five minutes to complete our turn. In my opinion, as a Lincolnwood Suites resident who daily turns left onto Touhy Avenue feels an overpass immediately to the right of our east driveway will significantly reduce the clear line of vision of the westbound traffic from our entrance and affect our safety.

As being the former president of Lincolnwood Suites and still concerned with the wellbeing of our residents, I would also like to address a few other concerns that has been previously mentioned at the meeting. We have sixteen families whose bedroom windows face east who would be directly affected by the construction of this bridge. These people would have to keep their window shades closed at all times during the day and night to protect their privacy. We must turn off our pool lights after 10:00 PM to accommodate our residents, reason being that the light shines in their windows, so lighting on the bridge will also be an issue. Our swimming pool is located on the southeast corner of our property and would be just underneath the proposed bridge. The pedestrian and bicycle traffic on the bridge due to its height would rob our unit owners their right of privacy to

relax and swim by our pool without onlookers gawking, taunting, or throwing things at them. We have enough problems keeping non-residents from jumping the fence at night, now we could have a whole new crop of people finding our inviting pool on a hot summer night after a long bicycle ride.

Since there are not any bridges planned for Devon or Pratt to accommodate this bike path and there will not be one considered for Lincoln Avenue why can't we forgo the bridge on Touhy and use the temporary preconstruction bridge bike path that uses the light at Barclay Place permanently? Or why not sit with the bike path upon completion to get a feel for it and then revisit the overpass option once you can actually see it in real time. It is also unfair to compare the overpass on Peterson Avenue to Touhy Avenue as it has been there for decades as a former railroad bridge that was simply remodeled and the nearby residents have not been affected by the change.

It also came to mind that vehicles driving eastbound on Touhy Avenue will have an obstructed view of the new centerpiece the village of Lincolnwood is trying to showcase, *The Shops at Lincoln Point*, if this bridge is constructed.

The residents of our property did not sign up to have a concrete wall outside their windows and pool, or have a thriving Psistaria Restaurant with not enough of the legal parking spaces allotted per square foot for Village of Lincolnwood business owners due to the grandfather clause, which has been used more than a few times too many in this location by several owners in my opinion. Lincolnwood Suites Condo residents are really taking a beating on both sides and it feels like no one in the village is taking into consideration our residents safety or wellbeing. I don't mean to sound harsh, but it has not been easy living on the ever changing Touhy Avenue and if I could, I would move in a heartbeat, but since I cannot I must speak up to defend our safety. The expectation of traffic from the new Wal-Mart shopping center, Mariano's grocery complex, and the renovation of the Purple hotel site is frightening.

I know having a grant for 80% of this project is exciting for the village and Park board, but it is still 20% out of our pocket and it will make the 300 plus residents of our building very unhappy. I hope that each and every board member will come out to the site and meet with us as promised and see how narrow the land is and see how it will affect our resident's privacy and safety. Thank you for sending the letters to the residents affected by this project and please keep us informed as we may continue to contribute our concerns and suggestions.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Klein".

Marilyn Klein

Gamroth.Katie

Subject: FW: PROPOSED BIKE AND PEDESTRIAN PATH /BRIDGE AT TOUHY AVE

From: Betty Marshall [<mailto:bmartpch43@hotmail.com>]
Sent: Thursday, May 01, 2014 12:51 PM
To: Hincapie, Janice
Subject: PROPOSED BIKE AND PEDESTRIAN PATH /BRIDGE AT TOUHY AVE

May 1, 2014

TO: Janice Hincapie
Lincolnwood Parks and Recreation

From: Betty Marshall-Klein
4601 W Touhy #811
Lincolnwood IL 60712
847-673-5223

Hi Janice:

Unfortunately my husband and I were not able to attend the meeting April 29th regarding the proposed bridge at Touhy Ave.; however we did see the televised meeting.

Has anyone thought about asking the residents of Lincolnwood Suites their opinion about the proposed bike and pedestrian path and bridge at Touhy Ave.?

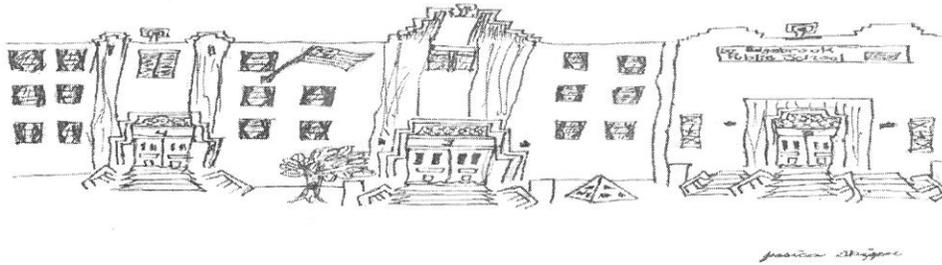
We have several concerns - some were addressed by residents of Lincolnwood Suites, 4601 W. Touhy at the April 29th meeting.

- 1) The privacy of residents living on the east side of the building – there are 16 units facing the east...these units will have to keep their blinds drawn so bikers and hikers will not be able to look into the unit windows. Does this seem fair to you?
- 2) The bridge and “temporary” bike path are much too close to our east driveway entry and exit... obstruction of oncoming traffic can and will be a hazard for many owners, visitors and commercial delivery vehicles. Looking at the sample style bridges proposed and lighting these bridges is insane. The lights will shine into the windows – again, are we not allowed comfort and privacy in our own homes?
- 3) The bridge and path will be directly behind our property – causing our swimming pool, back yard and parking lots easier for non-residents to have access to our property. Every day we have problems with people who do not live here parking in our parking lots and every year we have problems with outsiders (people not living here) jumping the fence around the pool to swim, people sneaking into the pool during the day to swim. People come onto our property to use our washrooms; they use drugs, and cause damage to our property. We have had cars broken into and items stolen. We can't control this problem now – vandalism could increase dramatically – can you guarantee an increase in this sort of activity will not happen? I think not!
- 4) Policing of the bridge and bike path, clean-up of the bridge and bike path – Lincolnwood Park Patrol will handle security - don't they have more than they can handle now? Who will do the clean-up of trash thrown onto our property... will the Village reimburse us if we have to hire special clean-up crews?

5) If the bridge is constructed in a way that the homeless and indigents can burrow into crevices, we could see an increase in crime and vandalism.

6) The value of our property could fall considerably. At a time when property is just regaining its worth, we now have to worry how this bridge and bike path will affect the value of our homes.

Why do we have to give up our security and privacy when there is room in this area to take the bridge closer to the Barclay or at least half-way between the two buildings? Why does this bridge need to be installed at residential locations and not commercial? Better still have it built behind the homes of the Village Board and Trustees and see how they like it.



Edgebrook Grade School
6525 N. Hiawatha Ave.
Chicago, IL 60646
773/534-1194

Chad Weiden
Principal

Mary K. Clancy
Assistant Principal

May 6, 2014

Jan Hincapie
Lincolnwood Parks & Recreation
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Lincolnwood Parks & Recreation:

We would like to thank you for your generous donation of Family Pool Pass for Lincolnwood Pool, valued at \$800, to the Edgebrook School Spring Fling 2014. Your commitment to helping the continued success of our school and its students is appreciated by the entire Edgebrook School Community.

This year, our auction alone raised over \$55,000 for our students. These funds will be used to pay for supplies and programs that the Chicago Public School budget does not otherwise support but which are crucial to the future success of our students. None of this would be possible without the support of businesses like yours.

For federal income taxation purposes, this letter acknowledges your contribution. The Edgebrook School PTA is a non-profit 501(c)(3) organization and your donation is tax deductible. Your generosity is very much appreciated! The entire Edgebrook School community thanks you for your support!

Thank you,

Katrina M. Volkers
Spring Fling Chair

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2014-____

**AN ORDINANCE APPROVING A RECREATIONAL LEASE BETWEEN THE
VILLAGE OF LINCOLNWOOD AND COMMONWEALTH EDISON COMPANY**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2014.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2014

ORDINANCE NO. 2014-__

AN ORDINANCE APPROVING A RECREATIONAL LEASE BETWEEN THE VILLAGE OF LINCOLNWOOD AND COMMONWEALTH EDISON COMPANY

WHEREAS, the Village of Lincolnwood 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, pursuant to its home rule authority, the Village has the authority to lease property for public purposes; and

WHEREAS, the Village desires to enter into an agreement with the Commonwealth Edison Company ("**ComEd**") for the lease by ComEd to the Village of that certain right-of-way owned by ComEd and located generally as depicted in **Exhibit A** attached to this Ordinance ("**Property**"), for improvement and use by the Village for recreational purposes ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to lease the Property from ComEd and to enter into the Agreement;

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and ComEd is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF LEASE AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION 4. EXERCISE OF HOME RULE AUTHORITY. The Board of Trustees hereby declares that the approval of the Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2014.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2014.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2014

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#30120166_v2

EXHIBIT A

DEPICTION OF THE PROPERTY

EXHIBIT B
AGREEMENT

[Recording information to be provided by ComEd]

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the "Lease") is made as of the ___ day of _____, 2014, ("Commencement Date") by and between, COMMONWEALTH EDISON COMPANY, an Illinois corporation (hereinafter referred to as "Landlord"), and the VILLAGE OF LINCOLNWOOD, a municipal corporation (hereinafter referred to as "Tenant") whose address is _____, Lincolnwood, Illinois.

Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord's property located in Lincolnwood, Illinois as shown on the drawing prepared by Tenant, titled and dated Recreational Lease Map which is attached hereto as Exhibit A and made a part hereof (the "Leased Premises"), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (together with any Renewal Term, the "Term") shall be twenty (20) years, unless sooner terminated as provided herein, and shall begin on the "Commencement Date".

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (the "Renewal Option") for a renewal term of ten (10) years (the "Renewal Term"). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection D, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of the Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option shall thereupon expire.

2. PURPOSE. The Leased Premises shall be used by Tenant solely for the purposes of a multi-use path and recreation uses ("Tenant's Facilities"), in compliance with all Legal Requirements (as defined in

the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "Permitted Use"). For purposes hereof, the term "Legal Requirements" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("Landlord's Facilities"). Except in the event of any emergency, Landlord will use commercially reasonable efforts to notify Tenant if Landlord's use of the Leased Premises will adversely affect in any material manner the Tenant's Facilities.

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "Base Rent", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other base rent payment shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "Rent" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder shall be noticed by Landlord to Tenant in writing with detail of all amounts due and the date payment is due. All payments which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

D. **Net Lease.** Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this

Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A. All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term; plus

B. Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (A) above), for all periods falling within the Term; plus

C. For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D. Tenant hereby covenants and agrees that Tenant shall cooperate in the execution and delivery of any and all necessary documents, instruments, petitions and applications required for the Landlord's application for exemption from the payment of real estate taxes with regard to the Leased Premises. Tenant agrees that it will be in Landlord's sole discretion whether Landlord seeks any such exemption. In the event that Landlord is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter aid Landlord in causing such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall cooperate in the execution of such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Landlord is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter aid Landlord in using commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be necessary to aid in applying for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Landlord fails to obtain a tax exemption in respect to the Leased Premises, for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. CONDITION. Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. MAINTENANCE; SERVICES AND UTILITIES.

A. Tenant agrees at its sole cost and expense, to keep and maintain only that part of the Leased Premises being within ten (10) feet on either side of the Tenant's Facilities (such ten (10) feet on either side together with the Tenant's Facilities being the "Specified Area") in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense) (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facility, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder. Tenant may provide written notice to Landlord that Tenant desires to utilize any other portion of the Leased Premises for another use or maintain in a certain manner any other portion of the Leased Premises, and if Landlord approves in writing, which approval shall be in Landlord's sole and absolute discretion, but not unreasonably delayed or withheld any such other use or maintenance of the Leased Premises by Tenant, Tenant shall comply with this Section 6 with respect to such other portion of the Leased Premises.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereat; provided, that (except as expressly set forth below) in no event shall Tenant (i) maintain, repair, gain access to or in any way use or operate any of Landlord's transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord which are located on, or within, the Leased Premises (collectively, "Landlord's Facilities") or (ii) have any obligation under this clause (C) with respect to any damage to the Leased Premises caused by any other lessee of the Leased Premises permitted by Landlord.

7. SURRENDER OF LEASED PREMISES; RESTORATION. Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date the Tenant took possession (other than any improvements, installations and modifications made by Landlord), provided, however, that Tenant shall have no responsibility to restore any of the Leased Premises altered by Landlord (unless such alteration was performed by Landlord as a

result of any failure of Tenant to comply with this Lease) or any other lessee of the Leased Premises permitted by Landlord. Prior to the end of the Term, or earlier termination of the Lease, Landlord may notify Tenant that Tenant shall not remove any fixtures, structures and improvements specified in such notice, in which event Tenant shall leave such specific items in place and in good condition, ordinary wear and tear excepted, and title to such items shall pass to Landlord upon the expiration or earlier termination of the Lease. This Section shall survive the termination or expiration of the Lease.

8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E-2 at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. General. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "Alterations") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion, provided, that the Alterations described in Exhibit E-2 are approved by Landlord. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to final and stamped plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord, which approval will not be unreasonably withheld, (iv)

in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Section A above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute "Alterations" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. Paving or grading work (or similar work) of any kind undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord must be approved in writing by Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C1 and C2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Section A above), Landlord may require, prior to or at any time during the Term of this Lease, that

barriers (“Barriers”) be installed on the Leased Premises in order to protect Landlord’s Facilities (as hereinafter defined) and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed either (at Landlord’s sole option): (i) by Tenant, at Tenant’s sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord’s reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C1 and C2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Substances (as defined in Section 15 below).

F. Third Party Facilities. In addition to any Landlord Facilities located on or near the Leased Premises, Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Except in the event of an emergency, Landlord will use commercially reasonable efforts to notify Tenant of any such other uses of the Leased Premises that would adversely affect in any material manner Tenant’s use of the Specified Area. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant’s use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant’s performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord’s overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant’s other obligations under this Section, Tenant also agrees to notify Landlord’s Representative, on Telephone Number 866-340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises. Except in the event of an emergency, Landlord will use commercially reasonable efforts to notify Tenant’s Representative, whether on Telephone Number 847-933-8427 or other means, of any Alterations to be made to the Tenant’s Facilities or other construction affecting Tenant’s Facilities.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable

attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "Tenant Group") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination expiration of the Lease.

12. DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number 811 or (1-800) 892-0123, or D.I.G.G.E.R at (1-312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or D.I.G.G.E.R's jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive or is reasonably capable of being promptly repaired or replaced and Tenant promptly after the damage or destruction commits to such repair or replacement in a manner acceptable to Landlord, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any

member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant, at its cost, shall furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises or any adjoining land or place any fill material on any portion of the Leased Premises or adjoining land, without in each instance obtaining Landlord's prior written consent (which may be

granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Substances on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Substances affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of the Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities (hereinafter defined), Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. In the event that any of the following shall occur (each, a "Default"):

- i. Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days after notice from Landlord; or
- ii. Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 16 (Insurance), Section 22

(Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

- iii. Tenant shall at any time be in default in any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or
- iv. This Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or
- v. A receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or
- vi. Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) ten (10) days after notice from Landlord to Tenant of such alleged violation, (b) the last day of the period permitted by law for curing such violation or (c) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or
- vii. Tenant shall abandon the Leased Premises or vacate same during the Term hereof,

then in any of the foregoing cases, Landlord may do any or all of the following after any of the events described in clauses (i) through (vii) have occurred and all cure periods, if any, specified therein have expired (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

- a. At its option, at once, with notice to Tenant, terminate this Lease and at its option, require payment in full of any unpaid Base Rent due prior to such termination;
- b. Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit.

Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

- c. Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;
- d. Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without, notice sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;
- e. Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;
- f. Enjoin any such breach of this Lease by Tenant; and/or
- g. Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering

such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefore.

B. Except as specifically provided in this Section, Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination or expiration of the Lease in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

C. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

D. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

E. The failure of Landlord to enforce rights under this Lease on one (1) or numerous occasions shall not affect Landlord's ability to enforce that right on any subsequent occasion or occasions.

F. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

G. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

H. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the

Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the termination of this Lease, the parties will meet and discuss the possibility of extending this Lease beyond the initial twenty (20) year term. Prior to the end of the Term, this Lease may be terminated at any time by Landlord by giving ninety (90) days prior written notice to Tenant of such termination, provided, that if Landlord terminates this Lease in accordance with this sentence and Tenant is not in Default, then Tenant shall not have any obligation to restore the Leased Premises in accordance with Section 7. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its business operations will, at all times, be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes,

gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time to show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon.

26. RIGHT OF ENTRY. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "Landlord Parties"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not be permitted to plant trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the Term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term unless such Term is renewed in accordance with the terms and conditions contained in this Lease. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord, or a renewal of this Lease for an additional one (1) year term; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth

the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company
Law Department, 49th Floor
10 South Dearborn
Chicago, IL 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Tenant:

[Address]
Attn: _____

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law; Venue. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been

brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the Commencement Date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the Board of Trustees of Tenant, at a regular meeting held _____, 2013, and signed by the officers therein designated as signatories and attested by the Village Clerk of Tenant. A certified copy of such resolution shall be attached to this Lease as Exhibit F and made a part hereof as evidence of the authority herein exercised by the undersigned officers executing the Lease on behalf of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the Term of this Lease (collectively, "Confidential Information") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Lease Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all Confidential Information. Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed (i) at a public meeting to the extent law requires such disclosure or (ii) if required by any applicable law including pursuant to any Freedom of Information Act request.

Y. Additional Requirements. Tenant shall comply with the Additional Requirements listed on Exhibit E-1 attached hereto and made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____

Name: _____

Title: _____

TENANT:

VILLAGE OF LINCOLNWOOD

By: _____

Name: _____

Title: _____

Schedule of Exhibits

- A. Lease Premises
- B. Base Rent Schedule
- C. Fencing and Barrier Requirements (Exhibits C-1 and C-2)
- D. Insurance Requirements
- E. Additional Requirements
 - E-1 Landlord requirements
 - E-2 Tenant Alterations
- F. Resolution

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that , personally known to me to be the of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such , (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of _____, 20 13.

_____ Notary Public

Commission expires: _____

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the Village of Lincolnwood, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such , (s)he signed and delivered such instrument pursuant to authority given by the of such , as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____ , 2013 .

_____ Notary Public

Commission expires: _____

EXHIBIT A
(Leased Premises) Located
[drawing attached]

EXHIBIT B
Base Rent Schedule
[Intentionally blank]

EXHIBITS C1-and C2
Fencing Requirements and Barrier Requirements

EXHIBIT C1

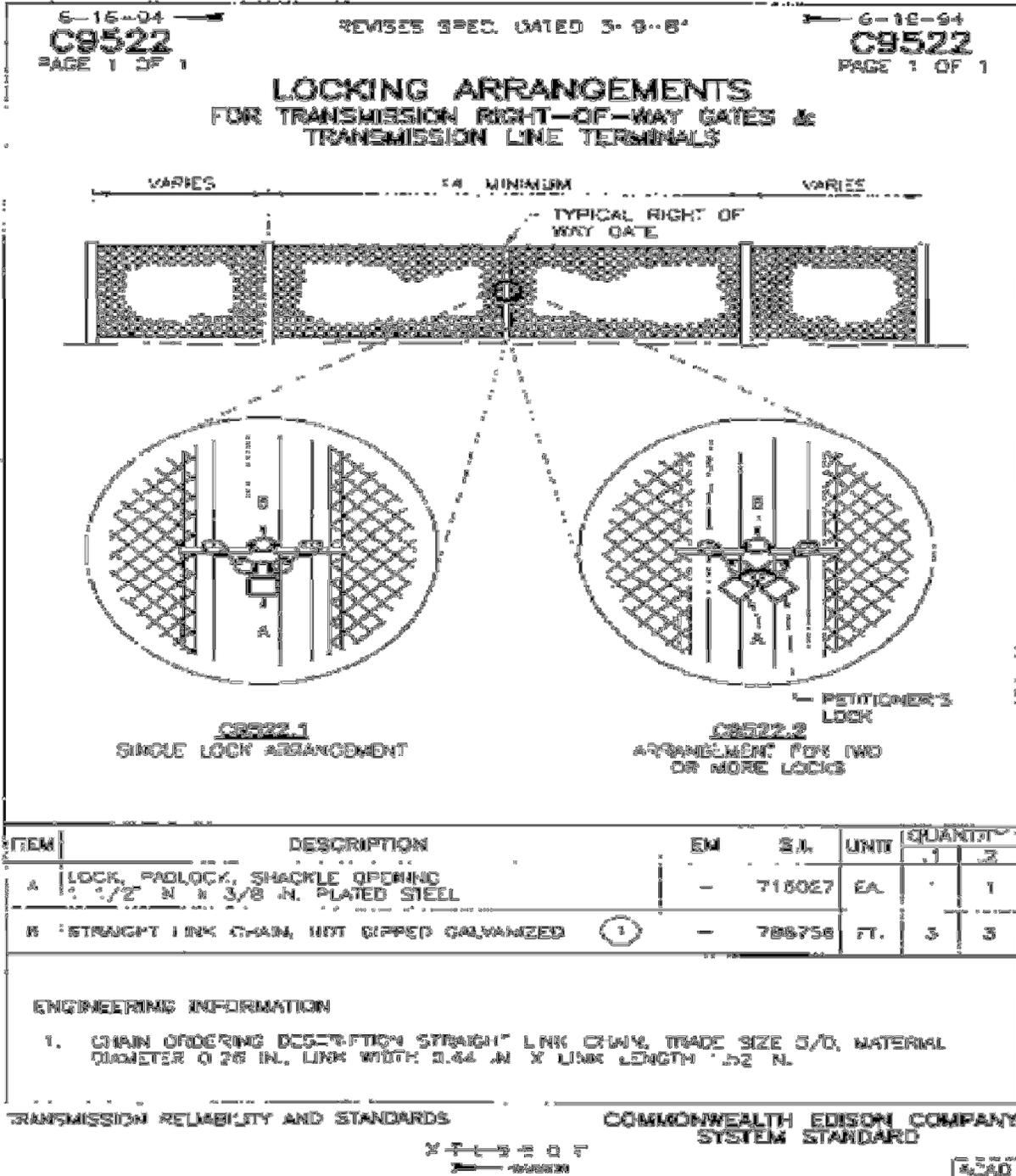


EXHIBIT D

Insurance Requirements (current 9/29/2010)

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGES #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

COVERAGES #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with **ISO CG 0001 (12 04)**) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/ completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGES #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage. Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Tenant will, in any event, purchase and maintain during the Term hereof;

COVERAGE #4

(i) Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/ advertising injury, blanket contractual liability and products/ completed operations (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors). Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Tenant may substitute lower limits for any of the policies listed above, provided that Tenant maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Landlord upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

Insurance coverage provided by Tenant and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E-1
Additional Requirements

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

- 1.** If lighting and landscaping is required, plans and details must be provided to Landlord for review to ensure safety clearances are not violated.
- 2.** Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
- 3.** Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
- 4.** Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
- 5.** There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means.
- 6.** Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
- 7.** Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
- 8.** Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
- 9.** Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
- 10.** Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
- 11.** The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
- 12.** At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further, -Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
- 13.** The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
- 14.** Any proposed grade change by Tenant cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.
- 15.** Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
- 16.** Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.

- 17.** Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
- 18.** Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
- 19.** When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum fifteen (15) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing electric transmission conductors and a minimum of twenty (20) feet working clearance must be maintained between the equipment for the petitioner's contractor and Landlord's existing electric transmission conductors.. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
- 20.** Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
- 21.** Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
- 22.** All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
- 23.** Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
- 24.** Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
- 25.** No hazardous materials may be stored on Landlord's property including in any vehicle.
- 26.** A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
- A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
- 27.** Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).
- 28.** Landlord engineering must be contacted in advance for written approval for installation of benches, fences and or gates.
- 29.** Prior to and at the completion of the project, the Tenant shall contact Landlord representative Dave Holman at 630-742-3627.
- 30.** If the Tenant determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notifications will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. However, every effort will be made to accommodate the contractors need date. Outages on the overhead transmission facilities will not be permitted

between the months of May 15 and September 15.

31. The Tenant must be made aware that the Landlord does use heavy equipment and cannot be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access our property to operate and maintain new and existing transmission and distribution facilities.

32. Upon completion of Tenant's project, the Tenant must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.

33. Prior to initiation of the project, Tenant will provide KMZ file of the existing path and path extension

34. Prior to the initiation of the project, should the project require excavation of soil on Landlord property, it's removal and handling must be monitored by a Landlord Contractor of Choice (COC) and taken to a Landlord approved landfill. The Tenant may use its own contractor of choice for the actual excavation work.

35. If the project requires additional soil, only clean fill shall be used.

36. Should Landlord request the following materials in the future, Tenant must be prepared to provide the following information to Landlord (referencing Project Code SR 3131765 in any communications with Landlord:

- A. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands, SEPPP, SESC, endangered species impacts, etc)
- B. A copy of the environmental permit applications for the project
- C. A copy of any environmental permits and/or reports required by the permits
- D. Copies of soil disposal manifests and certificates of clean fill

37. A joint walk down should be scheduled prior to construction between G4S Technology and the construction contractor by contacting Doug Gones (630-730-0546) to determine if the cable requires protection or needs to be relocated.

38. Overhead fiber on poles must not be cut or disturbed.

EXHIBIT E-2
Additional Requirements
Tenant Alterations

EXHIBIT F
Resolution



Proclamation

WHEREAS, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the Village of Lincolnwood Board of Trustees has designated July as Parks and Recreation Month; and

WHEREAS, the Village of Lincolnwood recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED that I, Gerald C. Turry, President of the Village of Lincolnwood along with the Village Board of Trustees proclaim that July is recognized as

Parks and Recreation Month

in the Village of Lincolnwood.

And urge all citizens of the Village to join in acknowledgement of this honor.

DATED this 17th day of June, 2014

ATTEST:

Beryl Herman
Village Clerk

Gerald C. Turry
Village President



9221 NATIONAL AVE • MORTON GROVE, IL 60053 • 219FEEDERSOFTBALL@GMAIL.COM

Lincolnwood Parks & Recreation Board
6900 N. Lincoln Ave.
Lincolnwood, IL 60646

May 12, 2014

Dear Board,

I am writing on behalf of D219 Slammers Softball, Inc, Niles Township's Youth Girl's Feeder Fast-pitch organization. As the official feeder program for School District 219, we respectfully seek permission from the board for an exception to 6-3-9 (H) regarding the use of canopies on the grounds of Proesel Park.

On July 11-13, 2014, we will hold our annual Slammers Splash softball tournament that will attract approximately 144 players and their families, estimated at 200 over the course of the weekend. These are guests of the Slammers and visitors to Lincolnwood. Slammers a non-profit organization, as is School District 219.

Our use of 1-2 canopies, located at a central location to the diamonds we will be using would allow us to perform several necessary functions including: a point of check-in for coaches when they arrive at the tournament, a spot where game results are posted and bracket play is determined, a rest area for umpires in between games and where game balls are stored. In addition, our tournament event, like others we participate in, needs a visible location where coaches, umpires and tournament officials can meet. For your information, the canopies are the type found in many stores and are typically 10' x 10' and white or blue in color with no advertisements on them.

If there are any questions, or if I can be of any assistance, please contact me at 847-254-7104 or 219feedersoftball@gmail.com.

Sincerely,

A handwritten signature in black ink that reads "John M. Frake".

John Frake
President
D219 Slammers Softball. Inc.



9221 NATIONAL AVE • MORTON GROVE, IL 60053 • 219FEEDERSOFTBALL@GMAIL.COM

Lincolnwood Parks & Recreation Board
6900 N. Lincoln Ave.
Lincolnwood, IL 60646

May 12, 2014

Dear Board,

I am writing on behalf of D219 Slammers Softball, Inc., Niles Township's Youth Girl's Feeder Fast-pitch organization. As the official feeder program for School District 219, we respectfully seek permission from your board for an exception to your policy 6-3-9 (R) regarding the ability to sell a limited number of specific items on the grounds of Proesel Park.

On July 11-13, 2014, we will hold our annual Slammers Splash softball tournament that will attract approximately 144 players and their families, estimated at 250 over the course of the weekend. These are guests of the Slammers and visitors to Lincolnwood. Slammers is a non-profit organization, as is School District 219.

Being able to sell water, Gatorade and snacks, or an assortment agreeable to you, will allow us to serve our visitors with healthy refreshments during predictably hot weather. If we are granted permission in a separate request regarding an exception to 6-3-9 (H), we would sell only at the location of our canopy(s) that will be positioned far out of proximity of the pool concession area. Also, only small table top signage would be employed for the purpose of selling. No solicitation of guests in any way would take place.

If there are any questions, or if I can be of any assistance, please contact me at 847-254-7104 or 219feedersoftball@gmail.com.

Sincerely,

A handwritten signature in black ink that reads "John M. Frake". The signature is written in a cursive style.

John Frake
President
D219 Slammers Softball, Inc.

Lincolnwood Parks & Recreation

DIRECTOR'S REPORT

June, 2014

Jan Hincapie, Director of Parks and Recreation

jphincapie@lwd.org

Staff News

The Parks and Recreation Department team has joined together to make it through a difficult time. Our clerk/receptionist Chris Quill, the full-time person who operates our office resigned in May. We also lost Mike Azzaretto, our Youth Programs Coordinator around the same time. Kudos to Katie Smith Gamroth, Superintendent of Recreation, for her efforts in running the office smoothly during this transition time. Katie's knowledge of office operations has kept us afloat through this challenging time! She is also mentoring three new staff! Katie also worked the opening day of the pool taking pictures for photo passes, which is a new service the Village is offering. Great job and thank you!

I am continually impressed with the quality of staff we have at the pool and at camps. I spent opening weekend at the pool and worked very closely with the three pool managers. They truly care about their jobs, the customers and the pool. We are lucky to have them on staff. I also got the opportunity to participate in camp training. I talked to the staff from the Director's perspective, from the perspective of a Mom and was also able to talk to them about the parks and recreation field. It was a great experience! I was impressed at their level of attentiveness and engagement. It is going to be a great summer.

OSLAD Grant Close-Out

The auditor reviewed the paperwork for the Phase II of the Centennial Park renovation, our OSLAD project and we were given a final report a week ago. We also received the "as-built" drawings for the project, which are required for grant reimbursement. We will be submitting the final package to the Illinois Department of Natural Resources for a reimbursement in the amount of \$363,300. Thank goodness for grants!

Lincolnwood Parks & Recreation

Superintendent of Recreation

Katie Smith Gamroth

June 2014

kgamroth@lwd.org

Staffing

With the addition of Linda Vering to the recreation team, the Parks and Recreation Department was fully staffed for a full week! With Mike Azzaretto starting a new position with the Rolling Meadows Park District and Chris Quill retiring, the Parks and Recreation Department was again looking for new staff. We are pleased to announce that Aryn Fletcher, our current Club Kid director has accepted the position of Youth Programs Coordinator and is scheduled to begin on Monday, June 9th. Staff is currently in the interview process for the Clerk/Receptionist position and hope to have an offer out by mid-June. Fingers crossed the department will once again be fully staffed by July.

Department Communication

- Website
 - We have many patrons using/trying to use the Parks and Recreation website for information on all of our wonderful summer programs. We have had a few complaints about the ease of the navigating the website and are currently working to make it more user friendly. We are trying to cut down on the number of “clicks” each person needs to use to get to the information they are seeking.

- Brochure
 - The fall brochure is underway! Original files have been submitted to our graphic artist. We are currently on track to have the fall brochure mailed out at the end of July.

Social Club

I am pleased to announce that the Lincolnwood Social Club is seeing more participation. After this brutally cold and long winter we have seen an increase in spring trips. This June the Social Club will be heading to:

- Damn Yankees
- Chicago Brauhaus
- California Pizza Kitchen
- Chicago Botanic Garden

Lincolnwood Parks & Recreation

Superintendent of Parks and Facilities

Chris Stachewicz

June, 2014

cstachewicz@lwd.org

Proesel Park Family Aquatic Center

The pool officially opened on Saturday May 3, 2014. We would like to give a big thank you to Public Works for the great job that they've done in getting the pool ready for the season. Due to low temperatures and schools still being in session, we have had a slow start to the season, with the exception of Sunday of opening weekend.

This year, we have successfully conducted two lifeguarding classes that have certified 26 members of our current staff. We have also conducted a Lifeguard Instructor class that has certified four members of our management team, which enables them to help run our in-service training and staff orientation.

During the week of May 26, the Aquatics Management team held our all-staff orientation, in which the staff was trained on:

- The Emergency Action Plan
- Specific tasks related to their position
- Day to day operations for the Aquatic Center

Swim lessons and classes will be held during the week of June 16. We continue to take registrations for group and private lessons.

Softball League

Our Friday and Sunday leagues are doing very well and so far the weather has been pretty cooperative. We've only had one rainout this season, and we've rescheduled that game to take place later this summer. There is no Wednesday night league this year due to lack of teams.

Office Operations

The office has been very busy over the last several weeks. Our seasonal receptionist, Alexis Lerma, has done an amazing job providing customer service to our patrons. Since we are currently short-staffed, it's been a team effort to keep the office running smoothly. For the first time, we have set up a computer at the pool to take pool pass pictures for the first week it is open, and we have received some great feedback about having this option and we look to continue this in the future.

LINCOLNWOOD PARK PATROL-OVERVIEW

May 2014 is the month where we greet back PARK PATROL for another season committed to providing enjoyable safe facilities as well as welcoming our new boss, Chris Stachewicz.

1. All repairs that have to be made in the various parks are reported to Chris, who routes the information to the proper personnel.
2. Park Patrol has checked every park to make sure all drinking fountains are working as well as basketball nets are in perfect condition and there is not any broken equipment in any of the parks.
3. Park Patrol informed Chris of graffiti in CENTENIAL PARK as well as missing letters on the sign at Touhy and McCormick.
4. Chris told Park Patrol about trouble with people playing basketball after hours at CENTRAL PARK, The Park Patrol "Rover" (the staff on the bike) checks CENTRAL PARK at 9:00PM to make sure no one is playing ball and that the park is empty.
5. Park Patrol checks whoever and whenever anyone rents the shelter to make sure they have the proper permit.
6. Park Patrol check SPRINGFIELD PARK numerous times to ensure there are not any problems with Skate Boarders.
7. Every Friday night, Park Patrol is always involved with baseball games. We make sure the fields are playable as well as installing and taking off the bases and bringing in score sheets to Chris.
8. When there are Little League or Men's Baseball as well as Soccer, or Basketball games in the park and the Thor Guard goes off, Park Patrol empties the park and tell people to seek shelter.
9. Chris has been informed about the tennis fence base poles where the cement from the winter has risen and it could be a safety hazard.

Vic Kast, Park Patrol Supervisor

Lincolnwood Parks & Recreation

Community Center Program Supervisor

Melissa Rimdzius

June 2014

mrimdzius@lwd.org

Community Center Rentals/Programs

The second session of spring fitness classes ended May 19-21. In preparation for the summer season, flyers were created for the Zumba and RIPPED classes, promotional messages were shared via email and social media, and a press release featuring all of the fitness classes was sent to local media outlets for consideration. Free demo classes hosting 12 participants each were offered for Zumba (May 27) and RIPPED (May 29). The summer session for the Village's summer fitness programs kicked-off on Sunday, June 1 with 14 participants and three guests attending a Zumba class.

The Community Center hosted nine rentals in the large room and one rental in the small room in May, with a total income of \$4,741. This is an increase in rentals compared to May 2013, during which the Community Center hosted a total of eight rentals (six large room and two small room). Looking ahead, the Community Center will have eight private rentals in the large room throughout the month of June, summer camp staff training on June 2-5 and 9-10, and the Lincolnwood Youth Strings practices on Tuesday and Thursday evenings beginning June 10.

Memorial Day

This year's Memorial Day Parade & Celebration was met with sunny and warm weather! Several local organizations and volunteers participated in the parade and ceremony on May 26, including: members of the American Legion Post #1226, Mayor Gerald Turry, Former Mayor Frank Chulay, Park Board members, Lincolnwood Human Relations Committee members, the Police and Fire Department Honor Guard, the Niles West Marching Band, Lincolnwood Library Board and Staff, Young Marines, Antique Vehicle Enthusiasts, Niles Township Government, Rabbi Joel Gutstein, Father George Lamberis, Loeber Motors, and Grossinger Auto Group.

A great deal of time on the part of the Village's Public Works, Fire and Police Departments, American Legion Post #1226 members, the Master of Ceremonies, and community volunteers goes into making this wonderful community event possible. Thank you to all parties involved!

Summer Camp

Summer staff recruitment and hiring continued throughout the month of May. Registration totals were capped for a short time during this process; however the caps were quickly lifted and registration is still open for all camps.

As of June 2 at 5pm, total camp revenue is \$297,348, which is approximately 79% of the anticipated revenue for the 2013-2014 budget year. A chart with the current summer camp enrollment totals is included on the back of this report.

| Camp | Session 1 | Session II | Pick-a-Week |
|---------------------------------|------------------|-------------------|--------------------|
| Prairie Dogs | 24 | 17 | 35 |
| Prairie Dogs Overtime | 6 | 6 | 28 |
| Little Lincolns | 56 | 32 | 73 |
| Little Lincolns Warm Ups | 2 | 1 | 0 |
| Little Lincolns Overtime | 4 | 4 | 4 |
| Camp Potawatomie | 33 | 31 | 63 |
| Rutledge Rockets | 37 | 36 | 81 |
| Adventure Camp | 20 | 19 | 99 |
| L.I.T | N/A | 0 | 0 |
| Warm Ups | 6 | 5 | 7 |
| Overtime | 18 | 26 | 44 |
| Camp 74 | 36 | N/A | N/A |
| Camp 74 Overtime | 8 | N/A | N/A |
| Total | 250 | 177 | 434 |

Lincolnwood Parks & Recreation

Community Outreach and Marketing Coordinator

June 2014

Linda Vering

lvering@lwd.org

I began working with the Village on Monday, April 28 as the Community Outreach and Marketing Coordinator for the Parks and Recreation Department. My past experience is in Marketing, Design, Social Media and Content Strategy, and I am looking forward to the new challenges within the Village. My main focus will be on newsletter articles, press releases, promotional activities and community outreach, which will help secure sponsorship from local businesses for events like the Summer Concert Series and Turkey Trot.

Social Media

One of my first projects was to set up and start building a social media presence for the Parks and Recreation Department on Instagram and Twitter. Our social media goal is to build an engaged and relevant following and to try to stay connected with our residents on a daily basis. It's a great way to promote our activities and events, and to help build buzz about parks and recreation.

Instagram Contest

To help launch our new Instagram account, we are going to be announcing an Instagram Photo Contest that asks users to post pictures showing how they "Park it" in Lincolnwood, meaning how they enjoy the wonderful parks and recreation opportunities that Lincolnwood has to offer (for example, at the pool, playing softball, at the playground, enjoying a concert in the park). To be entered into the contest, photos must be tagged with #ParkItLincolnwood. Weekly contest winners will be chosen at random and one grand prize winner will be chosen and announced at the final concert in our Thursday Night Concert Series on August 14. Weekly winners will be awarded a daily pool pass for two, and the grand prize will be a 2015 family pool pass. We'll be announcing the contest at the concert series, on all of our social media outlets, and on flyers to be posted at the library and around town.

Summer Concert Series

The Summer Concert Series in Proesel Park kicks off on Thursday, June 12 and runs through August 14. This popular event starts at 6pm with bingo and children's activities followed by the band at 7pm. This year, Concentra and North Capital Group will be sponsoring some of the evenings, and The Hampton Inn & Suites in Skokie has also provided us with 8 one-night stays to be awarded as bingo prizes. It is a great family-friendly event and we hope to meet or exceed last year's turnout.

To promote the Concert Series, we have created magnets with the concert event information, which are available in the community center and our office, as well as at the library and other various locations around town. We've also mailed out a postcard to all residents to let them know about the concerts.