

**AGENDA**  
**TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE**  
**Village of Hoffman Estates**  
**June 18, 2018**

**Immediately Following General Administration and Personnel**

<b>Members:</b>	<b>Karen Mills, Chairman</b>	<b>Anna Newell, Trustee</b>
	<b>Gary Stanton, Vice Chairman</b>	<b>Gary Pilafas, Trustee</b>
	<b>Karen Arnet, Trustee</b>	<b>Michael Gaeta, Trustee</b>
		<b>William McLeod, Mayor</b>

**I. Roll Call**

**II. Approval of Minutes – May 14, 2018**

**NEW BUSINESS**

1. Request approval of a resolution for a recreational lease with Commonwealth Edison for a path connection to Pembroke Avenue as part of the Barrington Road interchange project.
2. Request approval to submit an application for the RTA *Access to Transit* grant program for the Central Road path.
3. Review of request for handicapped parking spaces on Sutherland Place.
4. Update discussion of bicycle plan.

**REPORTS (INFORMATION ONLY)**

1. Transportation Division Monthly Report

**III. President's Report**

**IV. Other**

**V. Items in Review**

1. Discussion of Steeple Hill fence and gate near Alcoa Lane and Washington Blvd (August 6, 2018).

**VI. Adjournment**

*(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at [www.hoffmanestates.org](http://www.hoffmanestates.org) and/or in person in the Village Clerk's office).*

*The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.*

**TRANSPORTATION & ROAD IMPROVEMENT  
COMMITTEE MEETING MINUTES**

May 14, 2018

**I. Roll Call**

**Members in Attendance:**

**Trustee Karen Mills, Chairperson  
Trustee Gary Stanton, Vice Chairperson  
Trustee Karen Arnet  
Trustee Anna Newell  
Trustee Gary Pilafas  
Trustee Michael Gaeta  
Mayor William D. McLeod**

**Management Team Members  
in Attendance:**

**Jim Norris, Village Manager  
Dan O'Malley, Deputy Village Manager  
Art Janura, Corporation Counsel  
Mark Koplín, Asst. Vlg. Mgr.-Dev. Services  
Peter Gugliotta, Director of Planning  
Kevin Kramer, Econ. Dev. Coordinator  
Mike Hankey, Director of Transportation  
Patrick Seger, Director of HRM  
Patrick Fortunato, Fire Chief  
Ted Bos, Police Chief  
Monica Saavedra, Director of HHS  
Joe Nebel, Director of Public Works  
Anthony Fashoda, Asst. Director of Finance  
Bruce Anderson, CATV Coordinator  
Suzanne Ostrovsky, Asst. Village Manager**

The Transportation & Road Improvement Committee meeting was called to order at 7:00 p.m.

Motion by Trustee Pilafas, seconded by Trustee Arnet, to recess this meeting at 7:01 p.m. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to reconvene this meeting at 7:43 p.m. Voice vote taken. All ayes. Motion carried.

**II. Approval of Minutes**

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to approve the Transportation & Road Improvement Committee meeting minutes from April 9, 2018. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

**1. Request acceptance of the Transportation Division Monthly Report.**

The Transportation Division Monthly Report was presented to Committee.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to accept the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to adjourn the meeting at 7:45 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

\_\_\_\_\_  
Debbie Schoop, Executive Assistant

\_\_\_\_\_  
Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a resolution for a recreational lease with Commonwealth Edison for a path connection to Pembroke Avenue as part of the Barrington Road interchange project.

**MEETING DATE:** June 18, 2018

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

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**PURPOSE:** Request approval of a resolution for a recreational lease with Commonwealth Edison for a path connection to Pembroke Avenue.

**DISCUSSION:** The Barrington Road full interchange plans include path and sidewalk connections to the area street network. One of these connectors is a spur from the path on the east side of Barrington Road linking to Pembroke Avenue. A large portion of the path alignment is on Illinois Tollway property and approximately the last 100 feet crosses ComEd property to connect to Pembroke Avenue. A lease is required for the portion of the path which crosses ComEd property. ComEd offers a recreational lease for path projects at no rental cost to the local agency.

As Pace developed its plans for the Park-n-Ride and Kiss-n-Ride facilities, the path and sidewalk connections which were part of the interchange scope will also link to the transit services. The driveway for the Kiss-n-Ride on Pembroke Avenue requires Pace to enter into a separate lease agreement with ComEd. This is not part of the recreational lease and is being processed by Pace.

An exhibit showing the interchange, path, and sidewalk improvements for the interchange is attached.

The intergovernmental agreement for the Barrington Road interchange specifies responsibilities for each agency. The Village is responsible for obtaining the lease for the path as this is part of the local network. The Village has responsibility for maintaining paths and sidewalks in its municipal boundaries built as part of the interchange. This is the same practice used when such facilities are added as a part of State and County road projects.

**DISCUSSION: (Continued)**

The ComEd recreational lease is attached along with a resolution. Village legal staff and Risk Manager provided comments and input on the lease document which has been incorporated into the document. One section addresses obtaining tax exempt status for the area of the ComEd property used for the lease, which would exempt the Village from paying taxes on the leased area. Corporation Counsel provided the governmental exemption petition forms (attached) which will be filed upon approval of the lease.

**FINANCIAL IMPACT:**

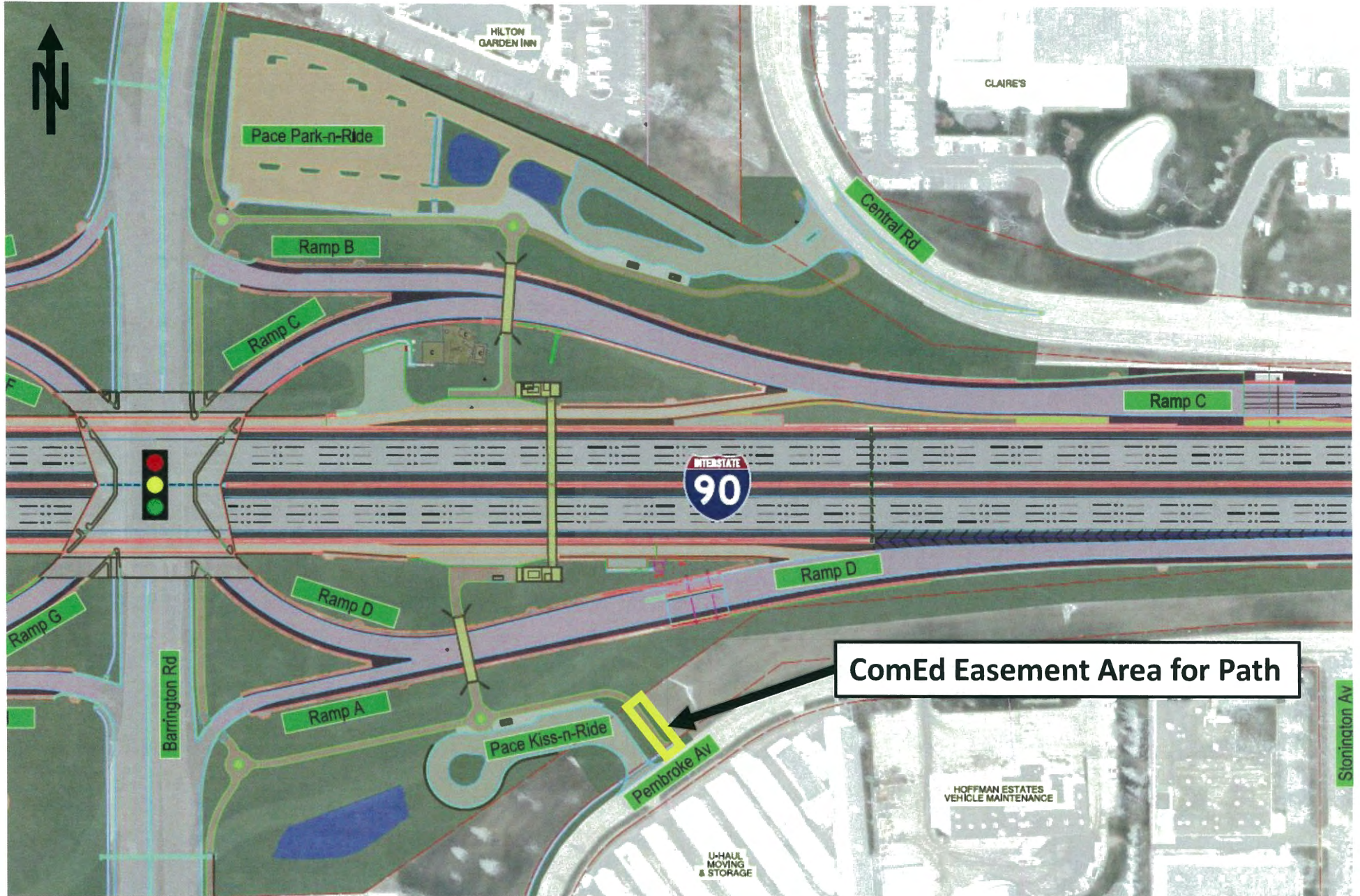
There is no rental cost to the Village for the recreational lease.

**RECOMMENDATION:**

Request approval of a resolution for a recreational lease with Commonwealth Edison for a path connecting to Pembroke Avenue as part of the Barrington Road interchange project.

Attachments

# Barrington Road Interchange – Path and Sidewalk Connections



RECREATIONAL LEASE  
\_\_\_\_\_, 201\_\_  
by and between  
COMMONWEALTH EDISON COMPANY  
and  
VILLAGE OF HOFFMAN ESTATES

For and including the following described real estate

**CONTRACT NUMBER:**  
**R/W Name: HOFFMAN ESTATES TDC 214**  
**PARCELS: T368-0**  
**NW 1/4 SECTION 6, TOWNSHIP 41N, RANGE 10E**  
**OF THE THIRD PRINCIPAL MERIDIAN**  
**COOK COUNTY-SCHAUMBURG TWP, ILLINOIS**  
**COMED REGION: NORTH**  
**PIN: 07-06-100-011-0000**

**RECREATIONAL LEASE**

THIS RECREATIONAL LEASE (the "**Lease**") is made as of \_\_\_\_\_  
by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("**Landlord**") and the  
VILLAGE OF HOFFMAN ESTATES ("**Tenant**") a municipal corporation (hereinafter referred to as  
"**Tenant**") whose address is 1900 Hassell Road, Hoffman Estates, IL 60169.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-  
of-way of the Village of Hoffman Estates and more fully described on Exhibit A-1 and Exhibit A-2  
("**Landlord's Property**").

NOW THEREFORE, 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 Cook County, Illinois as shown on Exhibit A-1 and  
Exhibit A-2 attached hereto and made a part hereof (the "**Leased Premises**"), for the purposes specified in  
Section 2 below.

1. **TERM.**

A. The term of this Lease (the "**Term**") shall begin on May 15, 2018 (the "**Commencement Date**")  
and shall terminate on May 14, 2028 unless sooner terminated as provided herein.

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 (each, a "**Renewal Option**") for a renewal  
term of ten (10) years (each, a "**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 1.D. below, 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 any 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 and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a recreational path for pedestrians and bicyclists ("**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 (including the National Electrical Safety Code), 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**").

### 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 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, 4<sup>th</sup> 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 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 notice or demand, and 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. Subject to Section 4.E. below, Tenant’s proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B. 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

C. 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 (B) above), for all periods falling within the Term; plus

D. 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.

E. Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant’s sole cost and expense, execute and deliver all documents,

instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible without the transfer of any ownership or change in the property owner name in the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause 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 execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use 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 reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. 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 Tenant fails to obtain a tax exemption with 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 or warranties 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 the Leased Premises in a clean, safe, neat, sanitary and slightly 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, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on the Leased Premises. 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.

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 thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

**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 hereof (other than any improvements, installations and modifications made by Landlord). 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 the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

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 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. Generally. 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. 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 plans and specifications approved in writing by Landlord (in Landlord’s sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord’s sole discretion), (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 Subsection 9.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. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of 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 and Landlord’s vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased 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 C-1 and C-2, 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 Subsection 9.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 and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (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 C-1 and C-2, 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 Materials (as defined in Section 15 below).

F. Third Party 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 reasonably 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 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 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

**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 or 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 (800) 892-0123, C.U.A.N. at (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 C.U.A.N.’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 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). Then 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 Materials (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 Materials 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 Materials**" 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. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, 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 shall, at Tenant's sole cost, 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 other adjoining land or place any fill material on any portion of the Leased Premises, or any 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 Materials 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 Materials 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.

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, 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. The occurrence of any of the following shall be considered 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 (without necessity of any notice or demand therefor); or



(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), 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 of 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) the last day of the period permitted by law for curing such violation or (b) 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.

B. If a Default occurs, Landlord may do any or all of the following (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):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) 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, upon statements

rendered by Landlord to Tenant, 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) 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 therefor.

C. 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 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.

D. 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.

E. 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, reasonable attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

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

G. 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.

H. 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.

I. 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, venturers, 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 end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. 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 utility business, at all times, will 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 during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

**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 plant any 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 the 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 the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the 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 the 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 the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

**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 that 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. 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; (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 the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) 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, LLC  
Law Department  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attn: Assistant General Counsel – Real Estate

If to Tenant:

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
Attn: Village President

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 or expiration 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. 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) in 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 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 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 Village Board of Trustees of Hoffman Estates, at a regular meeting held \_\_\_\_\_, 20\_\_, and signed by the officers therein designated as signatories and attested by the clerk 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 the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases 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 of Confidential Information. Landlord acknowledges that Tenant is subject to the Illinois Freedom of Information Act and the Illinois

Open Meetings Act, and thus all records in its possession are subject to disclosure by Tenant under such Acts unless they fall into an exception therefrom. The parties understand and agree that no confidentiality provision in this Lease or other document shall operate to prohibit disclosure of information by Tenant to third parties (or impose liability on Tenant therefor) if such disclosure is required under such Acts. Tenant shall notify Landlord if it receives a request under the Illinois Freedom of Information Act for information deemed proprietary or confidential pursuant to this paragraph, prior to disclosing such information to a third party.

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

**LANDLORD:**

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name: Kendall Hodge  
Its: Director of Real Estate and Facilities

**TENANT:**

VILLAGE OF HOFFMAN ESTATES

By \_\_\_\_\_  
Name: William D. McLeod  
Title: Village President

ATTEST:

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

**EXHIBITS**

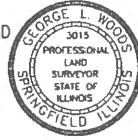
- A Leased Premises
- B Base Rent Schedule
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

**EXHIBIT A**  
**Leased Premises**

PART OF THE NW, 1/4 OF FRACTIONAL SECTION 6  
TWP. 41 N., R. 10 E. OF THE  
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

RECREATIONAL USE AREA  
HOFFMAN ESTATES

THIS IS TO CERTIFY THAT I, GEORGE L. WOODS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED OR DIRECTED THE SURVEY OF THE PLAT SHOWN HEREON IN FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE PACE SUBURBAN BUS SERVICE.



DATED AT SPRINGFIELD, ILLINOIS THIS 30TH DAY OF JANUARY 2018 A.D.

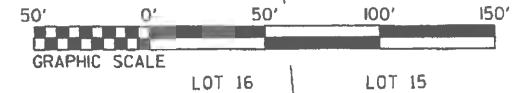
*George L. Woods*

GEORGE L. WOODS - ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-003015  
LICENSE EXPIRATION DATE: 11-30-2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LEGEND

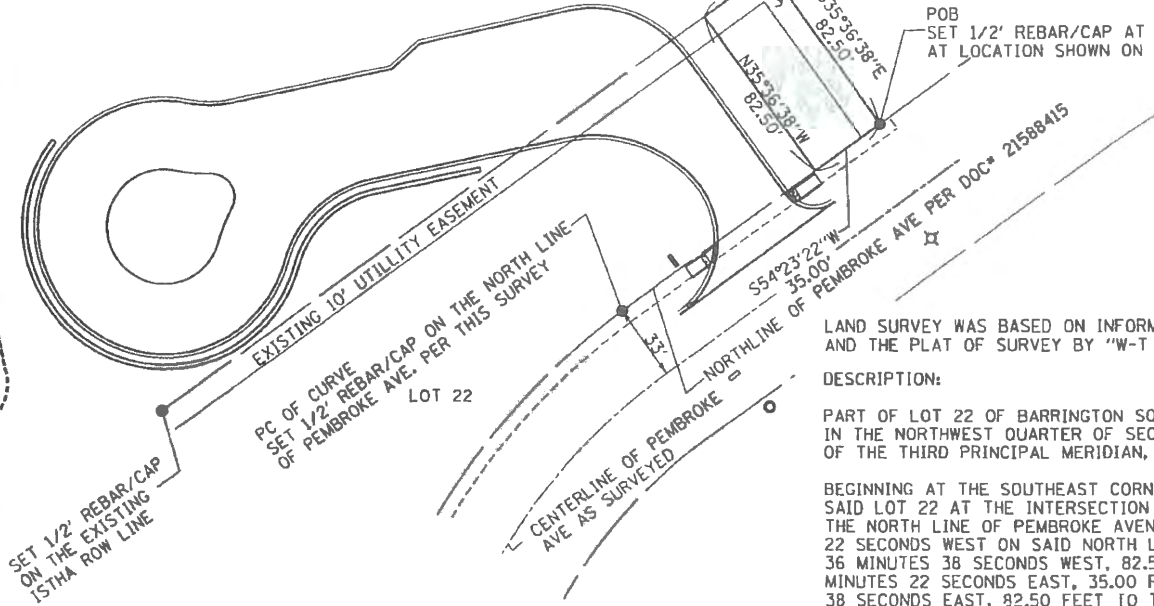
- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PLATTED LOT LINES
- PARCEL H-40-56.5A IDEER LINE
- APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- 121.45' MEASURED DIMENSION
- 121.45' (COMP) CALCULATED DIMENSION
- (121.45') RECORDED GROUND DIMENSION
- EXISTING BUILDING
- ORIGINAL ISTHMA PARCEL NUMBER
- EXISTING FENCE LINE
- 1" INCH PIPE OR ROD FOUND
- 1/4" NAIL SET
- CUT CROSS FOUND OR SET
- FOUND R.L.S. MARKER
- 3/8" REBAR SET W/PLS 3015 CAP



SET 1/2' REBAR/CAP AT THE NORTHEAST CORNER OF NORTHERLY PORTION OF LOT 22 AT LOCATION SHOWN ON THE PLAT OF SURVEY BY "W-T LAND SURVEYING, INC."

NORTHEASTERLY LINE OF LOT 22

POB SET 1/2' REBAR/CAP AT THE SOUTHEAST CORNER OF NORTHERLY PORTION OF LOT 22 AT LOCATION SHOWN ON THE PLAT OF SURVEY BY "W-T LAND SURVEYING, INC."



LAND SURVEY WAS BASED ON INFORMATION PROVIDED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE PLAT OF SURVEY BY "W-T LAND SURVEYING, INC." CONTRACT NO. I-14-4220

DESCRIPTION:

PART OF LOT 22 OF BARRINGTON SQUARE INDUSTRIAL CENTER UNIT TWO IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHERN PORTION OF SAID LOT 22 AT THE INTERSECTION OF THE SAID NORTHEASTERY LINE WITH THE NORTH LINE OF PEMBROKE AVENUE; THENCE SOUTH 54 DEGREES 23 MINUTES 22 SECONDS WEST ON SAID NORTH LINE 35.00 FEET; THENCE NORTH 35 DEGREES 36 MINUTES 38 SECONDS WEST, 82.50 FEET; THENCE NORTH 54 DEGREES 23 MINUTES 22 SECONDS EAST, 35.00 FEET; THENCE SOUTH 35 DEGREES 36 MINUTES 38 SECONDS EAST, 82.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2887.5 SQUARE FEET MORE OR LESS. PURPOSE: "MULTIUSE PATH CONSTRUCTION, USE AND MAINTENANCE."

EXHIBIT A-1

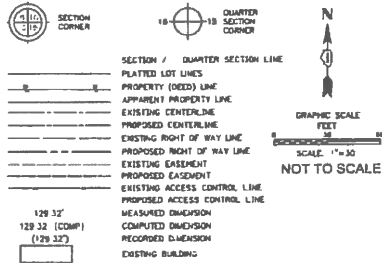
LIN ENGINEERING, LTD. CONSULTING ENGINEERS  
3201 S. McADAMS BROOK RD. SUITE 500, SPRINGFIELD, IL 62714  
PHONE (217) 679-2928 FAX (217) 679-2136

DESIGNED	CLW	REVISION

I-80 CORRIDOR BARRINGTON ROAD  
PARK-N-RIDE

PLAT OF SURVEY

PART OF FRACTIONAL SEC. 6, T41N, R10E OF THE 3RD P.M., COOK COUNTY, ILLINOIS



STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

THIS IS TO DECLARE THAT WE, W-T LAND SURVEYING, INC. HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY; THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SURFICIENT TO ENABLE THE SURVEY TO BE REPEATED; MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

GIVEN UNDER OUR HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ AT HOFFMAN ESTATES, ILLINOIS.

FRANCO I. MATOICH - PLS #033-003358 EXPIRES 11/30/2014  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO 184-004367

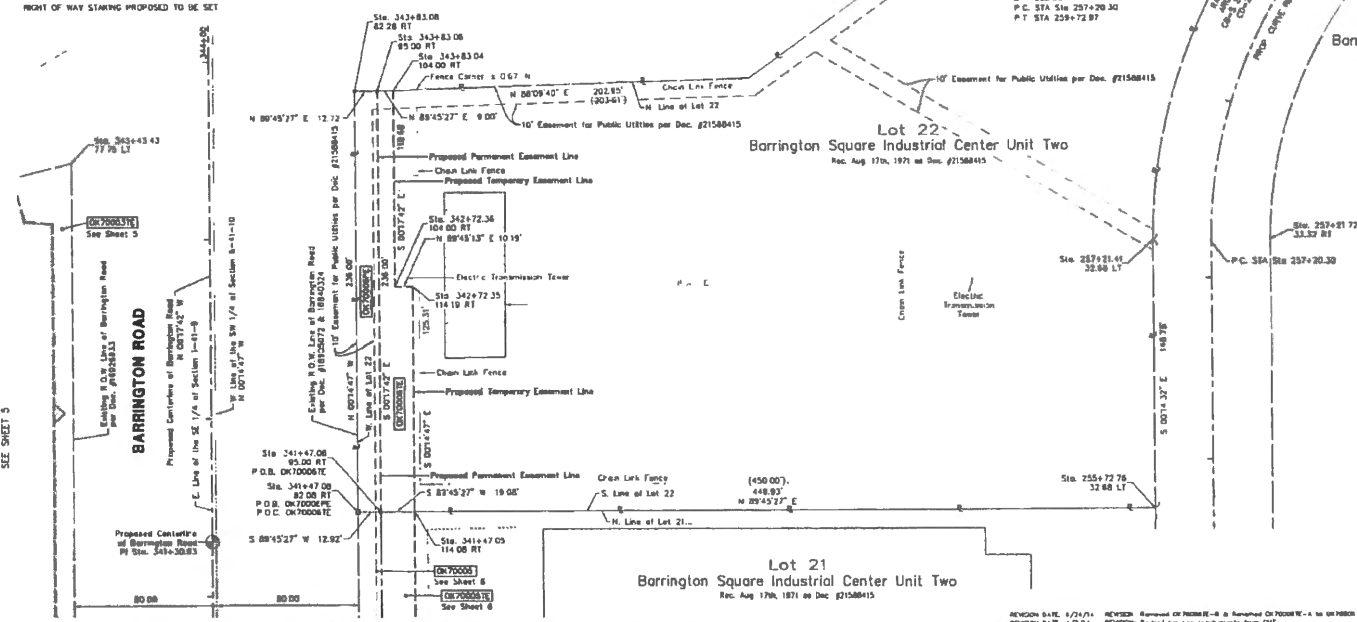
PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	SQUARE FEET	PARCEL INDEX NUMBER
OK70008PE OK70008TE	3.478			3.478	PE=0.068 TE=0.078	3,025 3,394	07-06-100-011

- BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.
- IRON PIPE OR ROD FOUND
  - "MAG" NAIL SET
  - ⊕ CUT CROSS FOUND OR SET
  - ⊙ 5" IR REBAR SET
  - STAMPING OF PROPOSED RIGHT OF WAY SET DIVISION OF HIGHWAYS SURVEY NUMBER TO MONUMENT THE POSITION SHOWN IDENTIFIED BY ACCEPTATION DATA AND SURVEYORS REGISTRATION NUMBER.
  - STAMPING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8" RICH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
  - ⊕ PERMANENT SURVEY MARKER, 1.0 D.T. STANDARD 2135 (TO BE SET BY OTHERS)
  - RIGHT OF WAY STAKING PROPOSED TO BE SET

- NOTES:
1. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST ZONE COORDINATES. COORDINATE SYSTEM ARE "GRID" COORDINATES. COMBINED SCALE FACTOR = 1.0000879. MULTIPLY THE NORTHING & EASTING BY THE COMBINED SCALED FACTOR TO OBTAIN "GRID" COORDINATES.
  2. ALL STATIONING IS SHOWN IN FEET.
  3. SHEET 1 IS THE COVER SHEET AND IS NOT RECORDED. SHEET 2 IS A GENERAL VIEW OF THE PROPERTIES AFFECTED. SHEETS 10 & 11 ARE FOR MONUMENT FILES.
  4. BUILDING FEES SHOWN ARE TO THE PROPOSED RIGHT OF WAY LINE, UNLESS THERE ARE NO EXCEPTS ON SAID PROPERTY, IN WHICH CASE THEY ARE TO THE COSTING RIGHT OF WAY LINE.

PROPOSED RECREATIONAL LEASE (HOFFMAN ESTATES)

PROPOSED DRIVEWAY EASEMENT (PACE)



COORDINATE TABLE

STATION	OFFSET	NORTHING	EASTING
341+30.85	0.00	1,066,042.418	1,035,503.953
341+30.81	84.00	1,066,042.841	1,035,548.851
341+32.05	114.00	1,066,056.205	1,035,579.848
341+32.05	85.00	1,066,056.118	1,035,548.851
341+32.05	07.00	1,066,059.065	1,035,548.851
341+32.15	114.15	1,066,106.568	1,035,574.411
341+32.38	104.00	1,066,184.482	1,035,607.273
341+33.68	104.00	1,066,281.111	1,035,648.655
341+33.68	95.00	1,066,295.111	1,035,587.833
341+33.68	87.38	1,066,295.067	1,035,548.851

PREPARED BY  
**W-T LAND SURVEYING, INC.**  
3857 Polaris Avenue  
P.O. Box 200, Hoffman Estates, IL 60130  
S. License No. 184-004367 Exp. 11/30/2014

PLAT OF HIGHWAYS  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
F.A.P. 0362 (BARRINGTON ROAD)  
LIMITS: IL Route 72 to Central Rd. COUNTY: Cook  
SECTION: 341+47.05 JOB NO. R-90-008-74  
STATION: 341+47.05 TO STATION 343+83.00  
SCALE: 1"=30' SHEET 7 OF 11

BUREAU OF LAND ACQUISITION  
201 WEST CENTER COURT  
SCHAMBERG, ILLINOIS 60196-1096

DRAWN BY MO DATE 12/18/2014  
CHECKED BY JWD DATE 12/18/2014

**W-T LAND SURVEYING, INC.**  
3857 Polaris Avenue  
Hoffman Estates, Illinois 60130  
S. License No. 184-004367 Exp. 11/30/2014

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
2700 OGDEN AVENUE  
DORNER'S GROVE, ILLINOIS 60515

NO.	DATE	REVISIONS	DESCRIPTION

CONTRACT NO. I-14-4220 Cy-15  
PLAT OF HIGHWAYS - COOK COUNTY  
BARRINGTON ROAD  
OK70008  
DRAWING NO. 79 OF 1036

EXHIBIT A-2

**EXHIBIT B**

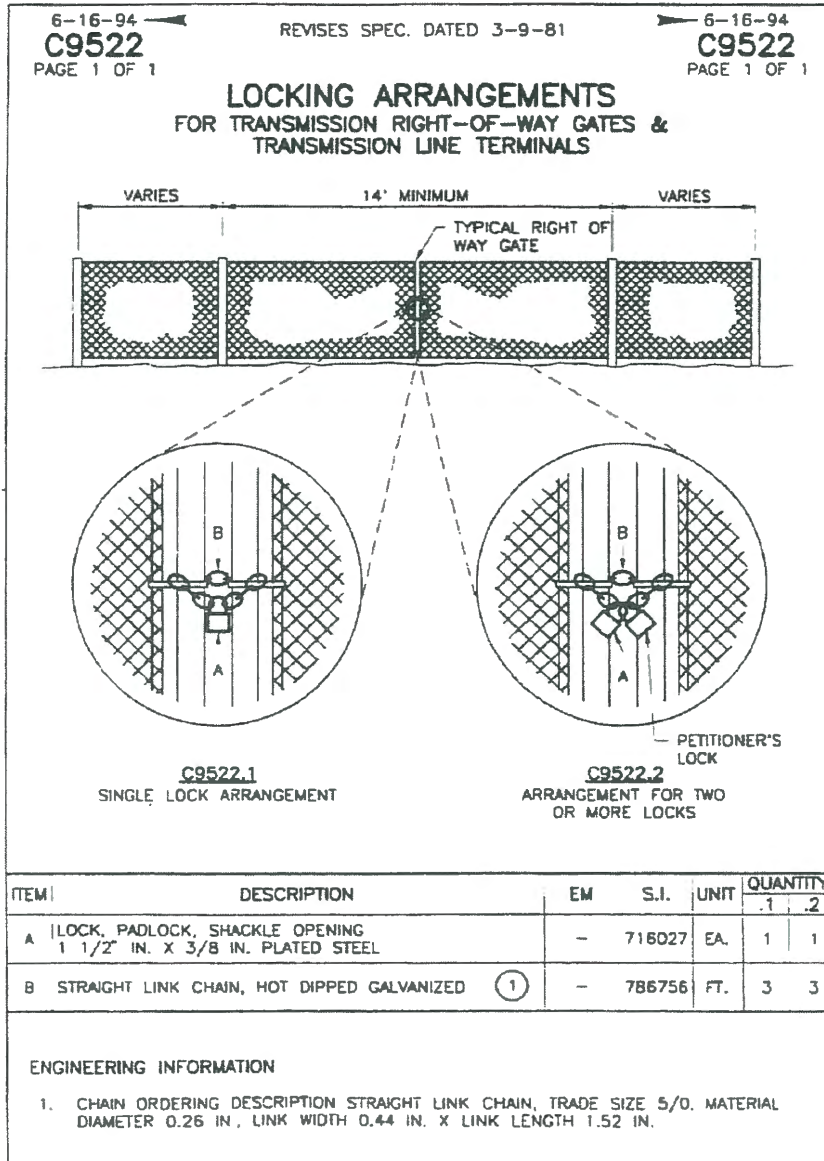
**Base Rent Schedule**

**[Intentionally blank]**

**EXHIBIT C-1 and C-2**  
**Fencing and Barrier Requirements**



## EXHIBIT C-1 and C-2 Fencing and Barrier Requirements



TRANSMISSION RELIABILITY AND STANDARDS

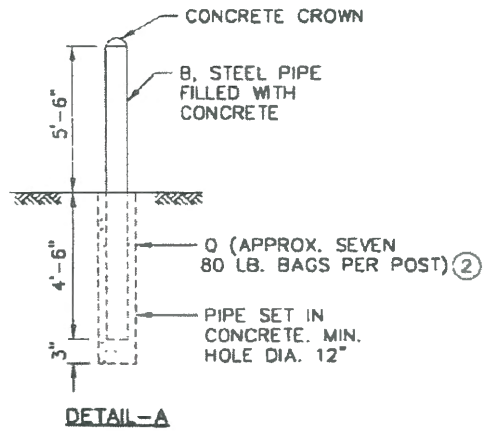
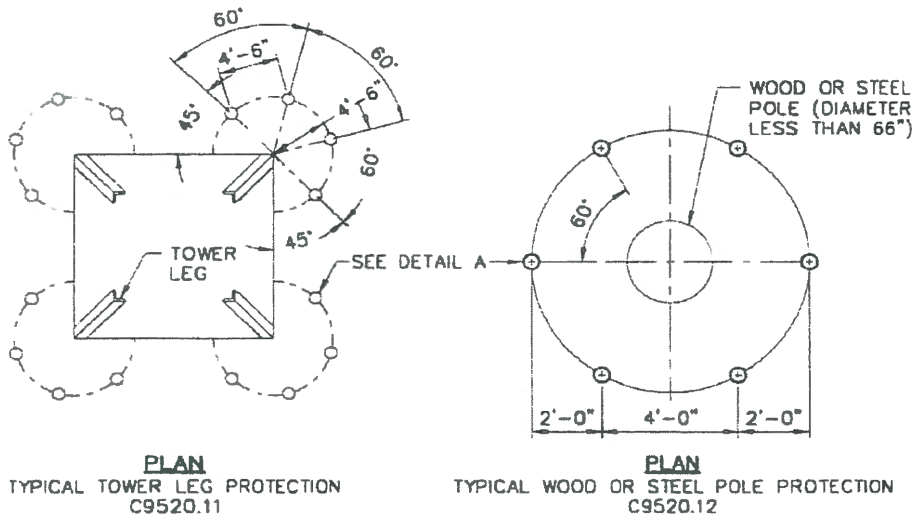
COMMONWEALTH EDISON COMPANY  
SYSTEM STANDARD

X T L S C O E  
REVISION

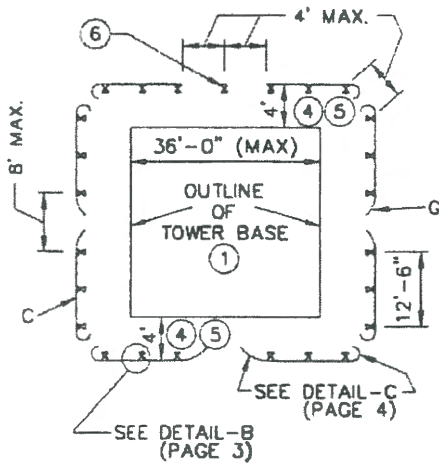
ACAD

**PROTECTIVE BARRIERS**  
 FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

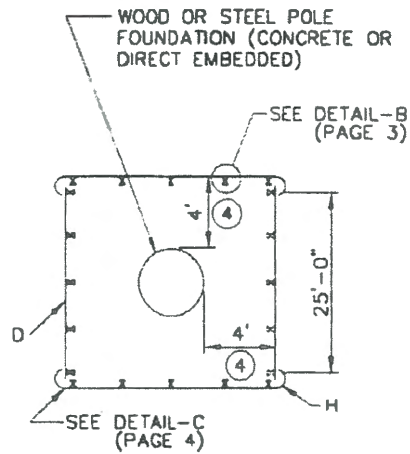
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)  
 C9520.1\_



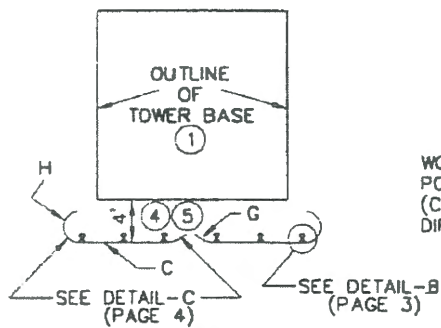
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)  
 C9520.2



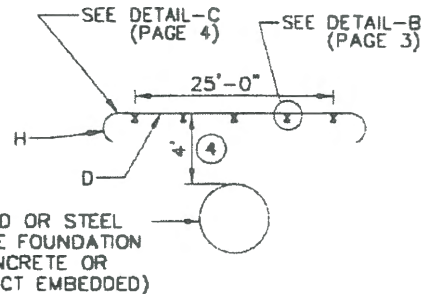
**PLAN**  
 TYPICAL TOWER PROTECTION  
 ON ALL SIDES  
 C9520.21



**PLAN**  
 TYPICAL POLE PROTECTION  
 ON ALL SIDES  
 C9520.22

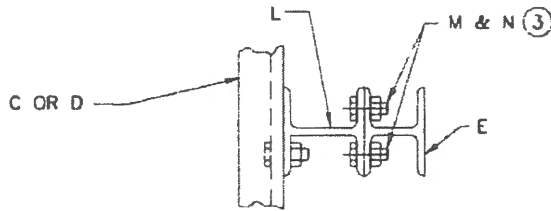


**PLAN**  
 TYPICAL TOWER PROTECTION  
 ON ONE SIDE  
 C9520.23

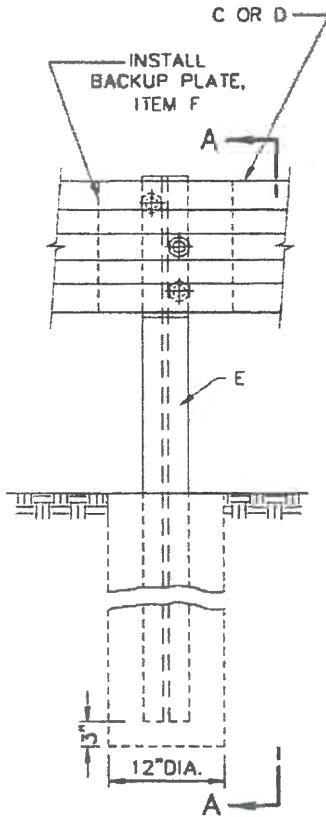


**PLAN**  
 TYPICAL POLE PROTECTION  
 ON ONE SIDE  
 C9520.24

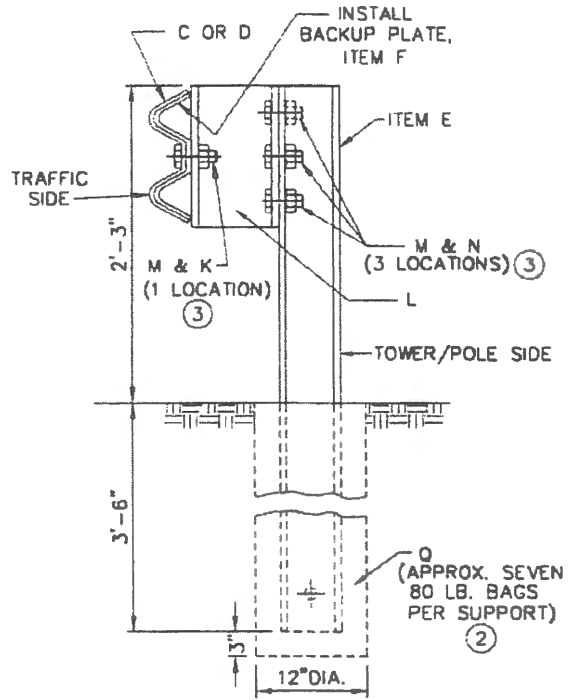
GUARDRAIL SUPPORT DETAILS, C9520.2



**DETAIL-B. PLAN**

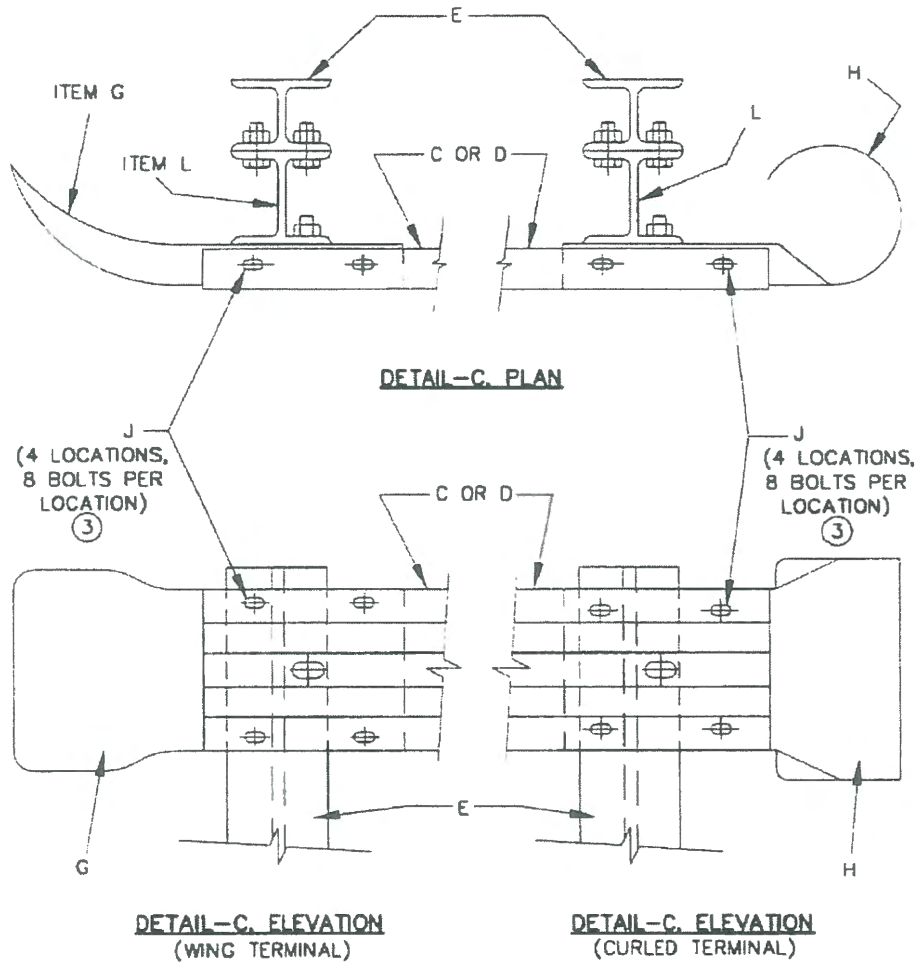


**DETAIL-B. ELEVATION**

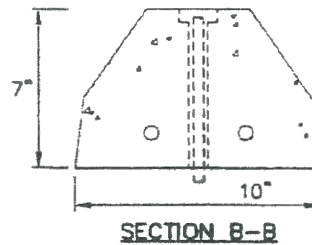
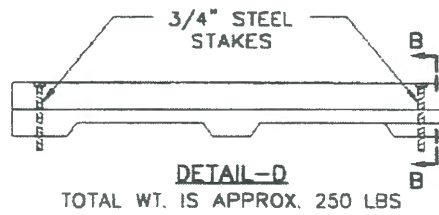
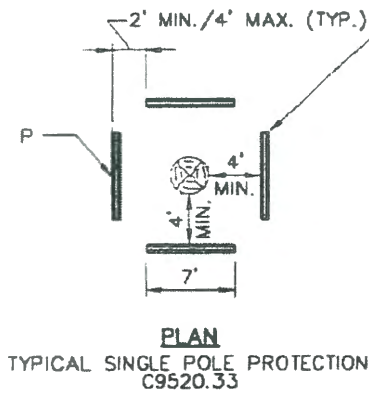
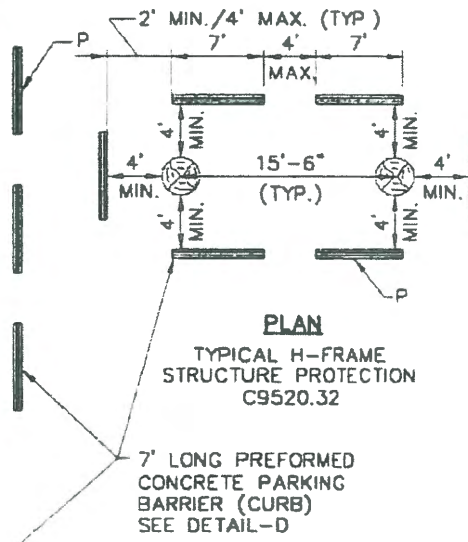
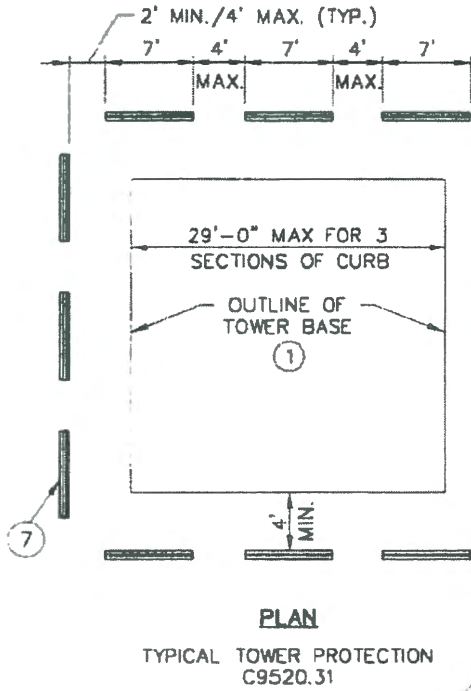


**SECTION A-A**

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2\_



PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)  
 C9520.3\_



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "O". (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY									
					.11	.12	.21	.22	.23	.24	.31	.32	.33	
A														
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	6								
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2					
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1				
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA			25	20	6	5				
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA			8	12	2	3				
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA			8		2					
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA			8	4	2	2				
J	BOLT, CARRIAGE 5/8" DIA. X 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA			128	32	32	16				
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA			24	20	6	5				
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9	386010	EA			24	20	6	5				
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA			96	80	24	20				
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA			168	140	42	35				
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA							12	6	4	
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BG	112	42	175	140	42	35				

COMBINED STANDARD SPECIFICATION

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ACAD



**EXHIBIT D**  
**Insurance Requirements**

## **EXHIBIT D**

### **Insurance Requirements** (current 2/13/2018)

Tenant agrees to require the 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:

#### **COVERAGE #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

#### **COVERAGE #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.

#### **COVERAGE #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.

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.

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 polices 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**  
**Additional Requirements**

## EXHIBIT E

### ADDITIONAL REQUIREMENTS

1. No ~~tree~~ trees may be planted on ComEd's Transmission ROW
2. A ComEd T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact ComEd's Tina Kowalczyk at +224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
3. Bulk material storage (i.e. gravel, dirt, mulch) is not allowed on the ComEd property.
4. During construction, the Tenant shall place temporary barriers around the transmission pole closest to the work area.
5. The Tenant and/or its contractor cannot change grade within the right-of-way. The Tenant must ensure that the existing drainage is not affected, storm water does not pool on the ROW or adjacent properties and ComEd NESC safety clearances are not violated. Any spreading of leftover excavation spoils on the ComEd property shall be reviewed and approved by ComEd Transmission Engineering.
6. Any damage to ComEd's property caused by the Tenant will be repaired at the Tenant's expense.
7. The Tenant cannot pile snow on the recreational lease area or adjoining ComEd property. All material snow fall should be removed from the premises by Tenant.
8. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure. In addition, equipment and materials should not enter into the fifteen foot buffer area.
9. The Tenant should not leave trenches open overnight. Also, the Tenant cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future facilities.
10. The Tenant and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site. The Tenant and/or its contractor shall immediately backfill the excavation area and the ComEd Overhead Transmission engineering department shall be contacted for further instructions.
11. The Tenant's equipment cannot exceed fourteen (14) feet in height on the right-of-way.
12. The Tenant cannot leave construction equipment and materials on ComEd Property when there is no work activity.
13. The Tenant's facilities on ComEd property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand ComEd construction traffic.
14. It is suggested that any stationary metallic objects be grounded to guard against induced static voltages. Grounding may be done using ComEd Specification C9487 or equivalent.
15. When working in the vicinity of ComEd electric transmission lines during the installation, OSHA requires minimum shall be followed and maintained between the booms, arms or other parts that can be raised on the equipment for the Tenant's contractor and ComEd's existing transmission conductors. **Under no circumstances,**

**should truck beds be raised underneath ComEd transmission lines. This note should be added to any construction drawings.**

16. The Tenant shall be made aware that the Company does use heavy equipment and Cannot be responsible for any damage to the Tenant's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
17. 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.

ComEd's Environmental Services Department (ESD) approves this Service Request (SR4688171) from an environmental perspective with the below comments. **Note: The items in red must be submitted to ESD for review and approval as indicated.**

**Tenant is responsible for all costs** associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, etc.).

#### **Project Requirements**

1. **If the plans change, a revision shall be sent to ESD for review and written approval.**
2. The Village of Hoffman Estates is responsible for the lifetime maintenance of the recreational path and storm sewer system.
3. Any leaks, spills, overflow or similar associated with the storm sewer will be addressed by the Village of Hoffman Estates at their expense, including any adverse impacts to the surrounding ComEd ROW.
4. **ESD requires that a ComEd environmental contractor of choice (COC) is use for review and approval for final storm water engineering plans prior to the start of construction activities at Tenant's cost.**
5. **Tenant shall provide KMZ file and as-builds 30 days after completion of project.**

#### **Construction Project Requirements**

6. No demolition, construction, or equipment staging is allowed on ComEd owned property during construction activities.
7. All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
8. **Daily equipment inspections must be conducted to verify proper working condition before equipment use and/or storage on ComEd property. Written records of equipment inspections must be available to ESD upon request.**
9. All applicable regulations must be followed 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. The SWPPP and SESC must be provided to ESD. If the plans change, a revision must be sent to ESD.

#### **Environmental Regulations and Permits**

10. All applicable environmental permits must be obtained, including Wetlands and NPDES stormwater permits, as required under the Clean Water Act as well as any other applicable environmental permits.
11. **Tenant will need to submit copies of any required environmental permits and plans to ESD prior to project start.**

12. Requirements of all permits must be followed, which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
13. Tenant must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
14. Tenant must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineer and Cook County regulations and guidelines.

#### **Excavation, Spoils, and Materials**

15. If the project requires removal of soil or waste from ComEd property, this must be removed by a ComEd environmental COC and disposed of in a ComEd approved landfill.
16. **Grading of excess spoils on ComEd property is not permitted.**
17. No construction debris, soil, fill material, or spoils may be stored on ComEd property during or post construction.
18. If the project requires additional soil, only certified "clean" fill shall be used.
19. **Environmental sampling is not permitted on ComEd property without coordination with and guidance by ESD.**

#### **Condition of Property**

20. Tenant must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).
21. Any damage to ComEd's property caused by the Tenant will be repaired at the Tenant's expense.
22. At the end of the agreement, the site must be returned to its original condition, including seeding as necessary. However, ComEd will have discretion to allow the property to remain in its improved condition.
23. **Tenant must provide documentation (including photographs) of the property after completion of the construction activities.**

**Should ComEd request the following materials in the future, Tenant must be prepared to provide the following information to ComEd (Please reference Project Code SR 4688171 for any communication with ComEd):**

24. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands, SWPPP, SESC, endangered species impacts).
25. A copy of any environmental reports required by the permits.
26. Copies of certificates of clean fill.
27. Daily equipment inspection records.

Please contact me with any questions.

**Sara Race** 630-437-2565

Email: [Sara.Race@comed.com](mailto:Sara.Race@comed.com)



RESOLUTION NO. \_\_\_\_\_ - 2018

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION APPROVING A RECREATIONAL LEASE BETWEEN COMMONWEALTH EDISON AND THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes Illinois municipalities to contract upon matters of mutual interest.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: The Recreational Lease between Commonwealth Edison (Landlord) and the Village of Hoffman Estates (tenant) for a path connection to Pembroke Avenue as part of the Barrington Road interchange project is hereby approved, and the Village President of the Village of Hoffman Estates is hereby authorized to execute the Recreational Lease, a copy of which is attached hereto as Exhibit "A".

Section 2: This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

# GOVERNMENTAL EXEMPTION PETITION

State of Illinois }  
County of Cook } s.s



TO THE COOK COUNTY BOARD OF REVIEW

THE UNDERSIGNED AFFIANT HEREBY CERTIFIES THAT PROPERTY IDENTIFIED ON THE LATEST  
REAL ESTATE TAX BILL BY PERMANENT REAL ESTATE INDEX NUMBER \_\_\_\_\_  
TOWNSHIP \_\_\_\_\_ VOLUME \_\_\_\_\_

(A)  FULL

IS NOW ENTITLED TO (B)  PARTIAL EXEMPTION (SEE NOTE A & B BELOW) FROM GENERAL REAL  
ESTATE TAXES: ACCORDING TO 35 ILCS 200/ \_\_\_\_\_ THAT SAID PROPERTY IS OWNED AND  
USED BY THE PETITIONER EXCLUSIVELY FOR ITS PUBLIC GOVERNMENTAL PURPOSES:  
THAT SAID PROPERTY WAS ACQUIRED BY THE PETITIONER IN THE FOLLOWING MANNER:

(1) BY DEED DATED \_\_\_\_\_, RECORDED ON \_\_\_\_\_

AS DOCUMENT NUMBER \_\_\_\_\_, COPY OF DEED TO BE SUBMITTED

(2) BY CONDEMNATION CASE NUMBER \_\_\_\_\_ FILED ON \_\_\_\_\_

AND AWARD DEPOSITED ON \_\_\_\_\_

(3) OTHERWISE \_\_\_\_\_

AND DESCRIBED AS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



NAME AND ADDRESS OF  
OWNER OF REMAINDER

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC

PETITIONER \_\_\_\_\_ BY  
(OWNER)

AUTHORIZED AGENT \_\_\_\_\_  
(AFFIANT)

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

- NOTE:
- A. FULL TAKING Where all of the property covered in the latest real estate tax bill was taken for public government purposes, attach hereto said legal description.
  - B. PARTIAL TAKING Where only a part of the property covered in the latest real estate tax bill was taken for public governmental purposes, the following must be attached to this petition;
    1. A Plot of Survey showing all dimensions and the location and ownership of any buildings thereon;
    2. the legal descriptions of the part taken and the part remaining in private ownership.



Complaint no.: \_\_\_\_\_  
County use only

Volume no.: \_\_\_\_\_

IDOR docket number: \_\_\_\_\_  
IDOR use only

Step 1: Identify the property

- 1 \_\_\_\_\_  
County in which property is located
- 2 \_\_\_\_\_  
Property owner
- 3 \_\_\_\_\_  
Street address of property
- \_\_\_\_\_ IL \_\_\_\_\_  
City ZIP
- 4 \_\_\_\_\_  
Name of organization applying for the exemption (i.e., "applicant")

5 Is the applicant on Line 4 the lessee of the property?  Yes  No  
 If "Yes", write the dates the lease is in effect.  
 From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Attach a copy of the contract or lease.

6 \_\_\_\_\_  
Property index number (PIN)  
 Attach a copy of the property's legal description if the county has not assigned a number or if the property is a division.

7 Dimensions or acreage of this property \_\_\_\_\_

8 \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of ownership  
 Attach a copy of proof of ownership (deed, contract for deed, title insurance policy, condemnation order and proof of payment, etc.)

Step 2: Identify any previous exemptions or applications (Providing this information will expedite processing.)

- 9 Does the applicant have an Illinois sales tax exemption number?  Yes  No  
 If "Yes", write the exemption number. E- \_\_\_\_\_
- 10 Has a previous application been filed for this property or by this applicant?  Yes  No  
 If "Yes", write the Illinois Department of Revenue docket number, if known. \_\_\_\_\_

Step 3: Identify the property's use

- 11 Identify the Illinois Compiled Statutes citation for this application. 35 ILCS 200/\_\_\_\_ Or \_\_\_\_ ILCS \_\_\_\_/\_\_\_\_
- 12 Is any income derived from this property?  Yes  No  
 If "Yes", explain in detail. \_\_\_\_\_  
 If applicable, attach a copy of any contracts or leases.
- 13 Does a unit of local government own this property?  Yes  No  
 If "Yes", is the property located within its corporate boundaries?  Yes  No
- 14 If granting this application will reduce the property's assessed valuation by \$100,000 or more, has the municipality, school district, community college district, and fire protection district in which the property is located been notified that this application has been filed?  Yes  No  
 Attach a copy of the notices and postal return receipts.
- 15 Describe the specific activities that take place on this property. Write the exact date each activity began and how frequently it takes place.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

16 Did the activities described on Line 15 begin on the same date as the effective date of the lease on Line 5 or the date of ownership on Line 8, whichever is applicable?  Yes  No  
 If "No", explain in detail how the property was used between the lease or ownership date and the date these activities began. \_\_\_\_\_

17 Identify each building's use, square feet of ground area (SFGA), number of stories, and whether or not there is a basement.

	Use	SFGA	No. of stories	Basement? (Y/N)
Building 1	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Building 2	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Building 3	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Step 4: Attach documentation**

The following documents must be attached:

- Proof of ownership (copy of the deed, contract for deed, title insurance policy, condemnation order and proof of payment, etc.)
- Picture of the property
- Notarized affidavit of use
- Copies of any contracts or leases on the property

The documents listed on Lines 18 through 23 may be attached to expedite processing. Mark an "X" next to any documents that are attached.

- |   |   |
|---|---|
| 18 ___ Audited financial statements for the most recent year  | 21 ___ Plot plan of each building's location on the property with each building and land area labeled with property index numbers and specific uses |
| 19 ___ Copy of the applicant's bylaws and complete certified recorded copy of Articles of Incorporation, including purpose clause and all amendments  | 22 ___ Copy of any Illinois Department of Revenue Exemption Certificate   |
| 20 ___ Copy of the notices to the municipality, school district, community college district, and fire protection district in which the property is located and postal return receipts if granting this application will reduce the property's assessed valuation by \$100,000 or more | 23 ___ Other (list) _____<br>_____<br>_____   |

**Step 5: Identify the person to contact regarding this application**

24 _____ Name of applicant's representative	25 _____ Owner's name (if the applicant is not the owner)
_____ Mailing address	_____ Mailing address
City _____ State _____ ZIP _____ ( ) - _____	City _____ State _____ ZIP _____ ( ) - _____
_____ Phone number	_____ Phone number

**Step 6: Signature and notarization**

State of Illinois ) SS.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, \_\_\_\_\_, being duly sworn upon oath, say that I have read the foregoing application and that all of the information is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

County official use only. Do not write in this space

**Step 7: County board of review statement of facts**

- 1 Current assessment \$ \_\_\_\_\_ For assessment year 2 \_\_\_\_\_
- 2 Is this exemption application for a leasehold interest assessed to the applicant?  Yes  No  
If "Yes", write the Illinois Department of Revenue docket number for the exempt fee interest to the owner, if known. \_\_\_\_\_
- 3 State all of the facts considered by the county board of review in recommending approval or denial of this exemption application.  
\_\_\_\_\_  
\_\_\_\_\_
- 4 County board of review recommendation  
\_\_\_ Full year exemption  
\_\_\_ Partial year exemption from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
\_\_\_ Partial exemption for the following described portion of the property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_ Deny exemption
- 5 Date of board's action \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Step 8: County board of review certification**

I certify this to be a correct statement of all facts arising in connection with proceedings on this exemption application.

\_\_\_\_\_  
Signature of clerk of county board of review

Mail to: OFFICE OF LOCAL GOVERNMENT SERVICES MC 3-520  
ILLINOIS DEPARTMENT OF REVENUE  
101 WEST JEFFERSON STREET  
SPRINGFIELD IL 62702

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval to submit an application for the RTA *Access to Transit* grant program for the Central Road path

**MEETING DATE:** June 18, 2018

**COMMITTEE:** Transportation and Road Improvement Committee

**FROM:** Michael Hankey

**PURPOSE:** Information is presented on the upcoming RTA *Access to Transit* grant program.

**BACKGROUND:** RTA's *Access to Transit* program is intended to advance projects by agencies who previously participated in the RTA's *Community Planning* grant program. The Village submitted and was awarded a *Community Planning* grant in 2011 for an analysis of potential flexible route transit services. The study was completed in 2013 and included a number of recommendations for short, mid, and long range planning related to possible transit projects. The report, Flexible Transit Service Operations Plan, was approved by the Village Board in 2013 and serves as an excellent guide for the Village. Creation of the Transit Improvement Task Force and modifications to the Village's Taxi Discount Program are examples of some initial outcomes from the transit study.

The primary outcome from the report was Pace's market expansion plan for I-90 express bus services. The Barrington Road interchange design was underway at the same time as the RTA transit study and Pace was embarking on development of its plan to add new transit service and Park-n-Ride facilities to the I-90 corridor. Transit stations on I-90, the in-line bus ramps, the pedestrian ways under the Tollway ramps, and a number of pedestrian and bicycle connections were incorporated into the combined interchange / transit station area designs. Construction of these improvements is nearly done and Pace plans to begin the express bus service for the Barrington Road station in the near future. The transit facilities and supporting pedestrian / bicycle connectivity for the Barrington Road station are the most significant features from the RTA transit study which have been implemented.

**DISCUSSION:** Additional connectivity to the transit station areas for pedestrians and bicyclists has been identified as a part of Village planning efforts and subsequent studies. The Village's Comprehensive Bicycle Plan also called for these links which could be created to strengthen the on-street and off-road systems.

**DISCUSSION: (Continued)**

One such facility is an off-street path on the north side of Central Road from the existing trail loop in the Paul Douglas Forest Preserve west to the Pace Park-n-Ride entrance. A portion of the Central Road path was constructed as a part of the Trumpf project several years ago. Ultimately, this link could be extended to Barrington Road to connect to the new path installed with the interchange work. The Village Board previously approved an agreement with Cook County for the Phase I design of the Central Road bicycle path from the Park-n-Ride to the east. That work is expected to be completed later this year or in early 2019. This IGA was approved based on the Village pursuing federal funds for construction of the path. The limits of the existing and planned paths are shown in the attached exhibit.

At its last meeting, the Bicycle and Pedestrian Committee discussed the opportunities to apply for grant funds on various projects. The group endorsed the idea of submitting the Central Road path project for this call of the *Access to Transit* program. A path connection along Central Road is also listed as part of CMAP's Greenways Plan which has a goal of improving access between areas such as Forest Preserves and other natural features. BPAC members provided input on the Greenways plan over the last two years to have Central Road included in that network.

*Access to Transit Program*

Construction and Phase III engineering of the Central Road path would be eligible to compete for *Access to Transit* funds. Since the I-90 services including the Park-n-Ride / Kiss-n-Ride were part of the Flexible Transit Operations study funded through RTA's *Community Planning* grant, complementary projects which support and encourage transit use can apply for the *Access to Transit* call. The Central Road path would create a strong link between the existing bicycle network and new transit services to be offered by Pace. Businesses on Central Road along with those to the north on Lakewood Boulevard would benefit from the new connectivity. In addition, much of the residential area to the north on either side of Algonquin Road is within a reasonable distance of the Park-n-Ride for bicyclists.

The current call for applications to *Access to Transit* are due by August 31, 2018. These requests are reviewed by RTA staff and the strongest ones are bundled for submission to the Congestion Mitigation Air Quality (CMAQ) funding program administered by CMAP. A requirement of CMAQ is that Phase I engineering be substantially complete for a project to be considered for funding. Through the cooperative agreement with Cook County for the Central Road path, the Phase I engineering is being conducted in compliance with all federal requirements. The Village could then proceed with completing Phase II engineering so that the project was ready for construction in 2020 if selected for CMAQ funding. Since CMAQ is a federal program, IDOT manages the bidding, award, and administration of the funds.

The Village has received CMAQ awards for other projects and has demonstrated the ability to successfully complete such work. CMAQ is a federal program which requires a 20% local match. When submitted by RTA as part of its *Access to Transit* program, the RTA covers half of the local match. CMAP will develop their CMAQ project list in 2019 meaning funds will be available for the successful applications in 2020. If part of the set of projects approved for CMAQ funds, the Village would retain a consultant to manage construction. IDOT agreements for construction and the construction engineering would be submitted to the Village Board for approval next year if the Central Road project is programmed for CMAQ funds.

**DISCUSSION: (Continued)***Estimated Project Costs*

The estimated project cost by phase are shown below. The estimate will be further evaluated and refined before submitting the grant application. Some parts of the Central Road path construction are required by the Development Agreement with the owner of the H90 properties. Other sections such as across the Claire's property, between the Center Drives, and the link into the Forest Preserve are not covered by the Development Agreement. The Village would be in a position to recoup some of the local match through the Development Agreement for the western H90 property frontage. Alternatively, the owner may choose to install the path on its frontage at their cost in advance of the potential grant project. The application process is flexible in that the scope can be reduced if this should occur.

<b>Item</b>	<b>Estimated Cost</b>	<b>Village Cost</b>	<b>RTA / CMAQ</b>
Phase I (underway)	\$65,000	\$65,000	-
Phase II	\$75,000	\$75,000	-
Construction / Phase III engineering	\$600,000	\$60,000	\$540,000

*Next Steps*

The staff recommendation is to prepare and submit an *Access to Transit* application for the Central Road path construction. Applications for this grant cycle are due by August 31, 2018. RTA staff will select projects to bundle together for submitting to the CMAQ call for projects in early 2019. Once the CMAQ program is approved next year, funds would be available for projects beginning in 2020.

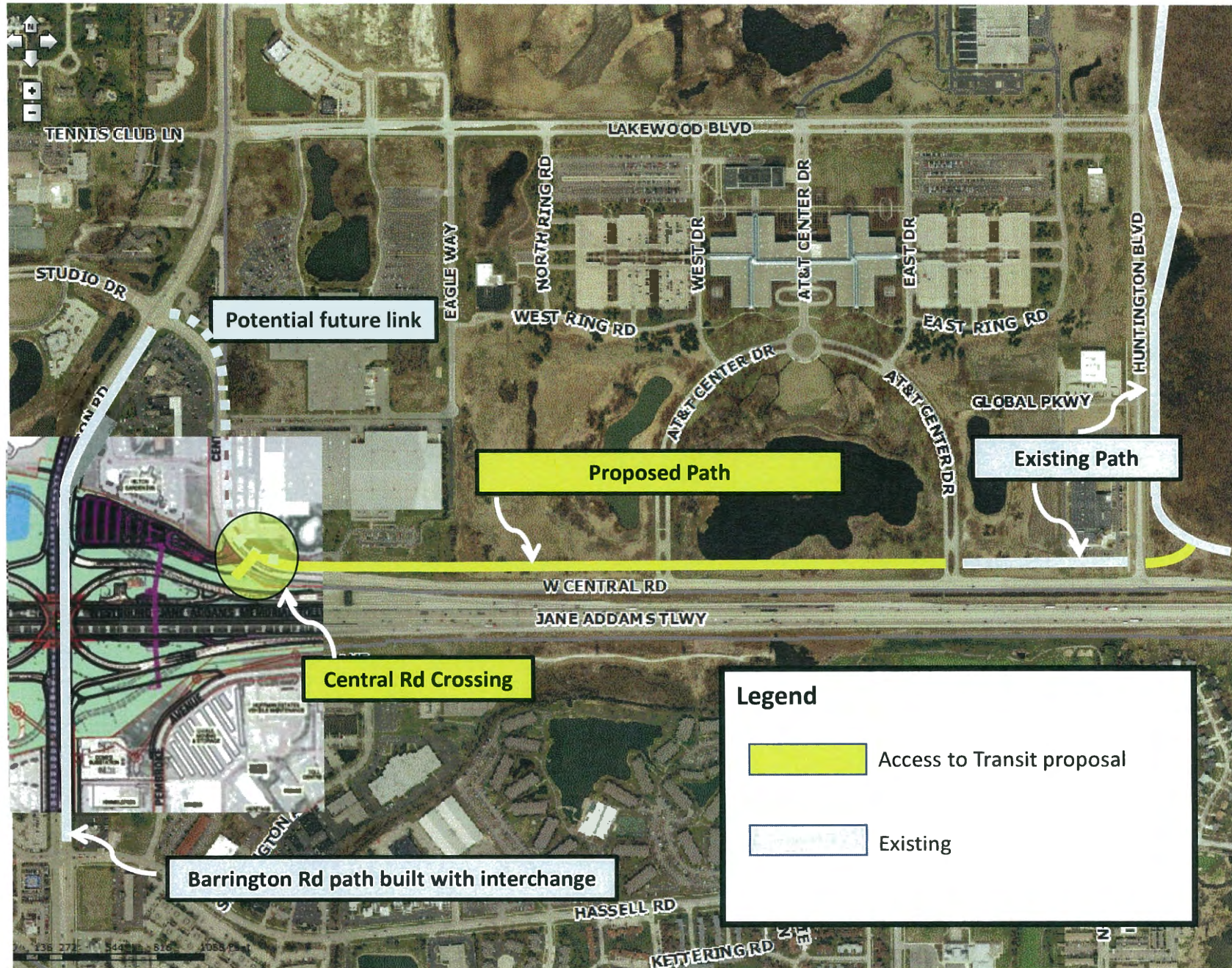
**FINANCIAL IMPACT:**

The *Access to Transit* request is for \$480,000 in CMAQ funds with an estimated local match of \$120,000. If the project is selected, the local match would be split between the RTA and Village at \$60,000 each. These funds would be expended in 2020 for construction with the schedule of payments determined by IDOT as this would be a project awarded and administered by the State. The Village would hire a consultant for Phase III engineering and 90% of the cost would be reimbursed. Village funds of approximately \$75,000 would be used in 2019 to complete Phase II engineering of the path and connection to the Park-n-Ride. Some of this amount and the local match may be recaptured through the Development Agreement for the H90 properties. Budget requests and planning for 2019 and 2020 would detail the specific amounts once more refined cost estimates are available.

**RECOMMENDATION:**

Request approval to submit an application for the RTA *Access to Transit* grant program for the Central Road path.

# RTA Access to Transit Program - Central Road Bicycle Path





**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Review of request for handicapped parking spaces on Sutherland Place

**MEETING DATE:** June 18, 2018

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey / Joseph Weesner

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**PURPOSE:** To review resident requests for designating on-street handicapped accessible parking spaces on Sutherland Place in Barrington Square.

**DISCUSSION:** Residents of 2056, 2058, and 2060 Sutherland Place have requested a review of designating an on-street handicapped space in close proximity to their home (exhibit attached). The residents requesting the handicap space have handicapped placards from the State of Illinois. Each resident is aware the handicapped space would not be exclusively for their use; anyone with a valid permit could use it. In addition, a valid Barrington Square parking hangtag would have to be displayed to occupy these spaces between 6:00 p.m. and 6:00 a.m. There are 60 parking spaces and 31 units on Sutherland Place.

A resident of 2066 Sutherland Place had requested a handicapped space in 2012 and has recently moved. This space will be counted as 1 of the 3 spaces to be designated.

The topic of on-street handicapped parking has been requested and reviewed previously by the Village Board in Barrington Square and other locations. Eight on-street handicapped parking spaces have been approved and installed to date. One was on Whittingham Lane in 2018, one on Islandview Court in 2015, one on Georgetown Lane in 2014, one on Sutherland Place in 2012, one on Danbury Place in 2010, one on Somersworth Place in 2008 (removed in 2013), one on Nottingham Lane east of Rosedale in 2007, and one on Kensington Lane in 2005 just north of Governors Lane (removed in 2014). These requests are handled on a case-by-case basis. It was determined that future requests should be handled on a case-by-case basis.

The Illinois Accessibility Code (IAC) is the State document which governs the locations and design of handicap accommodations. The IAC is restricted to commercial (i.e. places of business, hospitals, and retail) and multi-family residential in excess of three stories. For these

**DISCUSSION: (Continued)**

uses, a minimum number of handicap spaces are required, each with its own access aisle.

A previous review by the Capital Development Board of reasonable accommodations applicable to an area such as Barrington Square provided an interpretation of these requirements. For uses outside of those above, the IAC prescribes "reasonable accommodations" be provided for each accessibility request. For handicap parking, the access aisle or depressed curb ramp need not be installed adjacent to a handicap space if the person requesting does not require them.

In this case the requestors do not require either of these recommendations. The residences on Sutherland Place are classified as attached single family. For these uses, the IAC only can recommend reasonable accommodations be provided.

As noted during the last similar request, surveys done by the Northwest Municipal Conference of other communities' practices regarding on-street handicapped parking requests were reviewed in the past. Of those responding to the survey, five indicated they have designated handicapped parking on residential streets. Most have a condition of an annual review of the continued need for the sign. These programs have been in place for at least 8 years, with two in the 25 to 30 year range. The number of spaces designated range from less than 10 community-wide to 101 in one case. Some charge a fee of \$30 for the first year with an annual fee of \$20 thereafter. Documentation of the eligibility for handicapped parking is required. Some do not distinguish between temporary and permanent disability.

If approved, it is recommended these requests continue to be handled on a case by case basis. An annual review of the need for the handicapped signs would be required. For example if a resident moves, a sign would then be removed.

**RECOMMENDATION:**

Designate, with signing, an additional 9 foot wide handicapped parking space on-street at 2066 Sutherland Place and a 9 foot wide handicapped parking space on-street at 2065 Sutherland Place. Both spaces shall be provided without an access aisle or depressed curb ramp. An annual review of the continued need for the sign will be required.

Attachments



ORDINANCE NO. \_\_\_\_\_ - 2018

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING  
SECTION 6-2-1-HE-11-1302-A OF THE  
HOFFMAN ESTATES MUNICIPAL CODE

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That Section 6-2-1-HE-11-1302-A, ADDITIONAL NO PARKING STREETS AND AREAS, of the Hoffman Estates Municipal Code be amended by adding sub-section 303, to read as follows:

303. On the north side of Sutherland Place, at 2066 Sutherland Place, and on the south side of Sutherland Place, at 2065 Sutherland Place, where specifically designated and marked as reserved parking for persons with disabilities, except for vehicles authorized by law to park in said reserved areas.

Section 2: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Discussion of Village Bicycle Plan activities

**MEETING DATE:** June 18, 2018

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

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**PURPOSE:** Information is presented related to various components of the Village Bicycle Plan.

**DISCUSSION:** The Village's Comprehensive Bicycle Plan was adopted in 2010 following several years of development. The Bicycle and Pedestrian Advisory Committee (BPAC) was created as one component of the plan. Through the efforts and support of the Village Board and BPAC, about half of the targeted number of miles of on-street and off-street facilities have been completed. As implementation of the plan has advanced, the role of BPAC could move into areas of promotion, education, and awareness of opportunities for walking and biking available in the area. The group will continue to review and provide input on facility discussions such as the grant proposals for the Beverly Road and Central Road path projects. At the last meeting several other items were discussed for which Village Board direction is requested.

*Bicycle Plan Update*

The current bicycle plan was developed with in-house staff and has been well received in the bicycling community. Creation of the plan took a considerable amount of staff time which extended over several years. BPAC and staff have discussed updating the plan to reflect the current state of implementation as well as a broadened scope to include pedestrian and transit access areas. While the working concept is to use staff resources to complete the plan, it will likely take at least a year to incorporate the updated activities into all other scheduled work. An alternative would be to hire consultants to manage either parts of the update or the overall process. Particular examples where outside assistance would be beneficial include areas such as online mapping surveys to seek input on facility needs, creating graphics to illustrate facets of the plan, and providing technical support assistance to supplement staff. Outside peer reviews were conducted by industry groups during development of

**DISCUSSION: (Continued)**

the current plan, at a cost of less than \$3,000. At a minimum, this external critique of the draft components is envisioned for the plan update. Another option would be to release mini-updates just focusing on specific parts of the plan such as expanded public outreach, creation of the map, etc. While not as comprehensive, this approach could help to manage the work load although it would be spread over a longer period of time. New topics could be incorporated into the plan such as reference to the evolution of bike share programs, especially highlighting the potential link to transit and recreational facilities. As significant portions of the physical plan have been implemented, more emphasis should be placed on the Evaluation component of the bicycle plan. The evaluation analysis would include measures such as miles of facilities created, counting levels of use, utilization of bicycle parking, etc. As the update process will take time and resources, BPAC and staff are seeking direction prior to proceeding.

*Bicycle Community Evaluation*

The League of American Bicyclists (LAB) offers an evaluation of plans developed by communities, business, and universities. The focus is on the 5 E's of the plan: Engineering, Education, Enforcement, Encouragement, and Evaluation. The degree to which an agency has implemented and supported bicycling is reflected in a variety of questions on different topics. Each answer to the questions is reflected in a scoring evaluation used by LAB to see how friendly the community is for bicyclists. There is an application process, at no direct cost, which is open to new submittals typically two times per year, with the next round due in early August. If selected as a Bicycle Friendly Community, a designation is assigned which reflects the relative degrees of accomplishment for bicycle planning and support. There are currently nineteen communities in Illinois which have received some level of bicycle friendly status which ranges from bronze to silver to gold to platinum. Schaumburg is a bronze designation while Chicago is silver and Urbana is gold. Based on discussions with other communities, it is unlikely to receive a designation with the first application but the process provides useful feedback on where to focus future efforts. Having the designation, regardless of level, is also a measure which can be helpful when competing for grant dollars. The main benefit is to identify ways to strengthen facilities and programs for bicycling. BPAC was interested in submitting the application and is seeking support of the Village Board.

*Future BPAC Activities*

As more physical improvements are implemented, BPAC's role could evolve to more education and encouragement activities. A presence at the July 4<sup>th</sup> festival with information on area bike clubs, outings, and related events was one possibility discussed by the group. Working towards creating a printed bicycle map, possibly with neighboring communities, was also a topic at the last meeting. The group has led community rides highlighting different areas of the Village over the ten years since the plan was adopted. A community ride is being held again this year over the July 4<sup>th</sup> weekend as an example of outreach and encouragement of bicycling. Once the interchange area improvements are all established there was interest in showing how these links benefit the area. Should an update of the plan begin, BPAC would have a role in reviewing the document to see that it reflects the collective vision of its members and that the plan's goals are consistent with those of the community.

**FINANCIAL IMPACT:**

Requests for funds to complete components of the update would be included with the annual budget process. The goal would be to complete the update in 2020 for the tenth anniversary of adopting the plan.

**RECOMMENDATION:**

For discussion of moving ahead with the bicycle plan update and the community evaluation through the League of American Bicyclists.

# TRANSPORTATION AND ENGINEERING DIVISION DEPARTMENT OF DEVELOPMENT SERVICES

## MONTHLY REPORT JUNE 2018

### ROAD PROJECTS

#### ◆ **Barrington Road Interchange**

Most of the major work is complete. Items such as lighting on Greenspoint Parkway and the path connectors to the Park-n-Ride and Kiss-n-Ride remain along with a lot of restoration and finishing work. Testing of all signal equipment operations must be conducted before these components can be accepted. The contractor may need to use portions of the roadways to complete some tasks. Drivers should remain alert for lane closures and workers near the roadway as needed to complete various work items in the interchange area. Maintenance monitoring and punch list activities will follow the end of primary construction work.

#### ◆ **Roselle Road Interchange Westbound Entrance**

Cook County, the Illinois Tollway, and Schaumburg continue work on the project to add the new westbound access for the Roselle Road interchange and reconstruct Central Road. A major portion of the paving has been completed. The basic concept for the entrance ramp from Central Road is shown in the illustration below. Central Road will remain closed during reconstruction through the summer. The work involves construction of an extensive land bridge involving driving piles to support the road. A detour for through traffic using Ela, Roselle, and Algonquin Roads remains in place. The project is expected to last until at least the summer of 2018.



#### ◆ **Shoe Factory Road - Cook County**

Basic items for the Civiltech contract supplement to complete the design phase have been agreed upon by County and Village staff. Some additional details are being addressed. Once ready, the contract supplement will be presented to the Committee and then to the County Board. Costs of the supplement will be shared by the County and Village, with the specific amounts presented for review by the Committee. At present, completion of design work is expected by early 2019 and will depend on the items included in the supplement along with time needed for agency reviews. An intergovernmental



agreement for construction and construction engineering will be prepared by the County once the project design is closer to completion. Construction could possibly begin as early as 2020, although there is nothing definite at this time as right of way still must be finalized and acquired. The timing of construction will depend upon the duration of the right-of-way process, funding availability, programming of funds, and the County's approval of final plans.

◆ **Barrington Road – Algonquin Road to Mundhank Road**

Information was just received from IDOT asking for a review of the geometric and drainage plans for the project. There had been no Village involvement on this project for some time prior to this recent contact. This study is still in the preliminary engineering stage and IDOT plans to hold a public meeting later this year. Once the Phase I work is complete IDOT will consider the project for funding as part of its multi-year improvement program. Following a Village request, IDOT agreed to extend the Phase I study limits south to Central Road to evaluate initial designs for an off-street path to link with the interchange area improvements. The Phase I engineering will be completed for a continuous path which would better position the project for future federal funding. Commitments to fund the local match and accept maintenance responsibility for the path will be required at the time the project moves into Phase II design. Information on the project can be found on the following website maintained by the State, [www.idot.illinois.gov/projects/barrington-rd-at-IL-62](http://www.idot.illinois.gov/projects/barrington-rd-at-IL-62).

## **GRANT PROJECTS**

◆ **Bode Road Surface Transportation Program Project**

Only project closeout and final project documentation of the reconstruction project remains to be done by Hancock Engineering.

◆ **Illinois Transportation Enhancement Program (ITEP) Grant Application**

Scope: This bicycle and pedestrian improvement project will connect Shoe Factory Road and Prairie Stone Business Park with a path crossing underneath I-90 and Hoffman Boulevard. The path within the Forest Preserve from IL 59 to the Canadian National (CN) right of way will be paved. The Park District and Forest Preserve are financial partners with the Village on the engineering and construction of the project.

Status: The Project Development Report was approved by IDOT, which signifies the completion of Phase I engineering. Phase II work can proceed assuming the license agreement with CN can be resolved. Village requests for a funding increase and extension of time were submitted to IDOT. A time extension was approved through fall 2018 while the cost request will be evaluated when plans are more fully developed. Contact with CN will be made in an attempt to come to an understanding on the terms of the agreement. The minimum term for the path to be in place is one issue being discussed with the railroad. Property easement discussions and accommodations for the path are ongoing. Additional consultant services for environmental analysis under the Tollway bridge and CN coordination are expected to be submitted by the consultant. The project partners were informed of the CN coordination and overall project status.

Next Steps: Initiate Phase II engineering along with resolving the license agreement with CN.

◆ **Surface Transportation Program (STP) Resurfacing Projects**

Work on both Bode Road and Harmon Boulevard resurfacing is complete. Punch list work will be done as weather allows and mostly involves striping issues. Signal work was completed at the Bode

/ Roselle Road intersection and maintenance was transferred back to the County. Ciorba Group was hired by the Village and is performing the Phase III engineering inspection and documentation.

◆ **Future Surface Transportation Program (STP) Resurfacing Projects**

The four project segments submitted in 2016 to NWMC Technical Committee are on the B list. Given current funding levels, other programmed projects, and the timing of decisions on the distribution of STP funds, it appears unlikely these will be able to advance. However if other projects fall behind it may create an opportunity to move one or more into the program. There is a cost for the Village to advance these through Phase II engineering as a consultant would need to be retained to perform this work. And there is no certainty that room will be available in the program to move new projects in from the B list. In addition, the pavement condition on some of the candidates will likely require resurfacing before they could be programmed through NWMC. Staff will closely monitor conditions and can be prepared to solicit proposals for engineering work if so directed. The four projects are:

- Huntington Boulevard – Palatine Road to Westbury Drive
- Salem Drive – Bode Road to Village limits
- Jones Road – Rosedale Lane East to Highland Boulevard
- Beverly Road – Prairie Stone Parkway to I-90

Two other streets were submitted to the Conference for reclassification into the federal route program. Rohrssen Road between Shoe Factory Road and Golf Road was reclassified as a federal aid route. The scope of work could include shoulder work to accommodate bicycle lanes and some pedestrian improvements. Gannon Drive between Golf and Higgins Roads was also submitted but no decision on reclassification has been made as of this time.

◆ **2018 Invest in Cook Grant Program – Beverly Road Bicycle Facility and Resurfacing**

Following a recommendation of the Village Board, an application for Phase I engineering for bicycle facilities and resurfacing of Beverly Road was submitted. An interview with County staff regarding the project was held on April 4, during which project specifics were discussed. County staff seemed to view the proposal favorably. The County's schedule calls for making a decision in July on which projects are selected. Each agency is allowed to submit only one application. Projects must address some combination of the program goals, which are: creating alternatives to driving, such as bicycle and pedestrian facilities; transit improvements including access; work that facilitates freight movement; improvements located in economically disadvantaged areas; or maintaining road infrastructure. Funds would need to be expended primarily in 2019 and be part of the budget process.

◆ **2018 RTA Access to Transit Program – Central Road Bicycle Path**

This month's agenda has a request to submit an application to the RTA's *Access to Transit* funding program. Goals of this effort are to strengthen connections to transit services and build ridership. The Village's cooperative project with Cook County for the Phase I design of a path on the north side of Central Road should be complete by early next year. The proposed path would link to the existing trail in the Paul Douglas Forest Preserve to the Pace Park-n-Ride entrance on Central Road. Employees of businesses near Central Road and residents to the north would benefit from this project. This path would also establish connectivity with the Poplar Creek Forest Preserve south of I-90 which is a goal of the Village bicycle plan and CMAP's regional Greenways planning efforts.

## **BIKE / PEDESTRIAN PROJECTS**

### **◆ Bicycle Planning / Bicycle Pedestrian and Advisory Committee**

BPAC met in early May. The group decided to hold a community ride on July 1 in the western area. They also heard an update on the status of the bicycle plan and discussed submitting an application for designation as a bicycle friendly community. An item reporting on the status of the Committee's various activities is on this month's Committee agenda.

### **◆ Central Road Bicycle Path Project**

The County's work is being coordinated with a potential development on the southwest portion of the prior AT&T property. The County's engineering consultant for road reconstruction and the bike path is completing various environmental reports and has developed an initial set of plans for review. The Phase I study is being conducted according to federal requirements, even though no federal funding will be used for the preliminary design. Satisfying all requirements now will position the project to apply for future funding to assist with Phase II and construction activities. The Village's share of the Phase I design is about \$65,000.

The basic concept is to align a path along the north side of Central Road from the Huntington intersection linking to the Forest Preserve path on the east and to the Pace Park-n-Ride on the west. A portion of the path was constructed at the time of the Trumpf project according to the development agreement. Sensitive environmental areas and wetland impacts are expected to be significant challenges for the design and construction. Some property at the corner of the Claire's property may be needed. A crossing of Central Road near the curve where the Park-n-Ride entrance is to be located will require careful study and coordination with Cook County. Coordination with the Forest Preserve will be required as the east end of the project will link to the existing Paul Douglas trail.

## **TRANSIT**

### **◆ Taxi Discount Program**

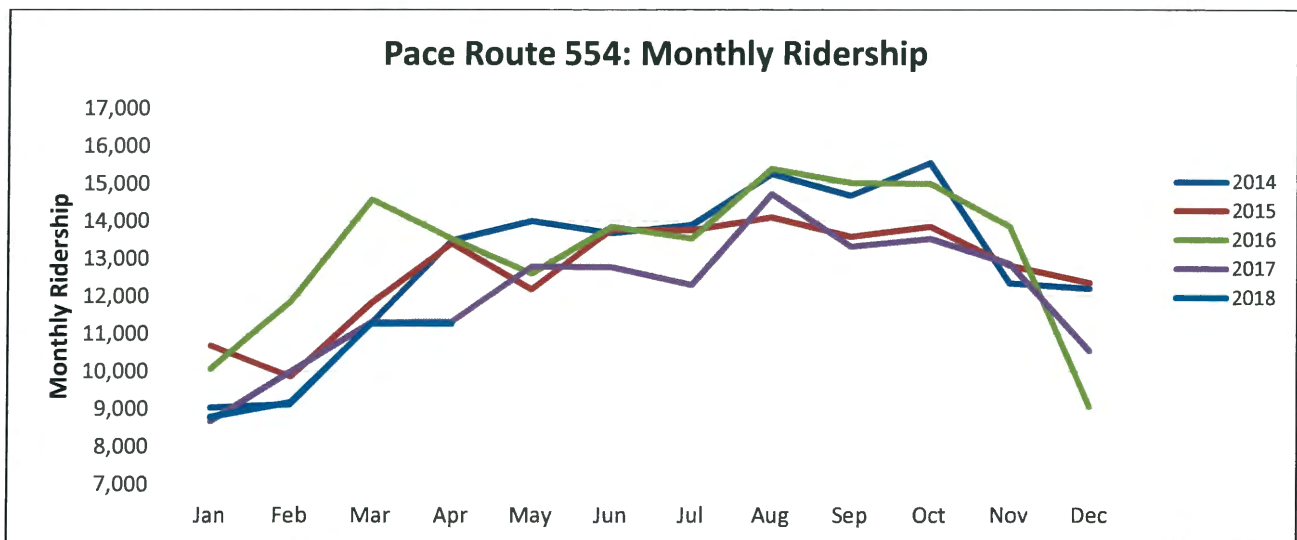
Registration is ongoing with identification cards and coupons sent to residents. Since its inception, a total of 647 residents have registered for the program; further review of the program registration indicates the number of current eligible registrants totals 427. Usage in 2017 was the highest year to date following several years of nearly level ridership. It appears the higher use is mainly attributable to the increase in the number of residents registered. Staff continues to look for ways to promote and advertise the program. Estimated annual use for 2018 is expected to be similar to last year.

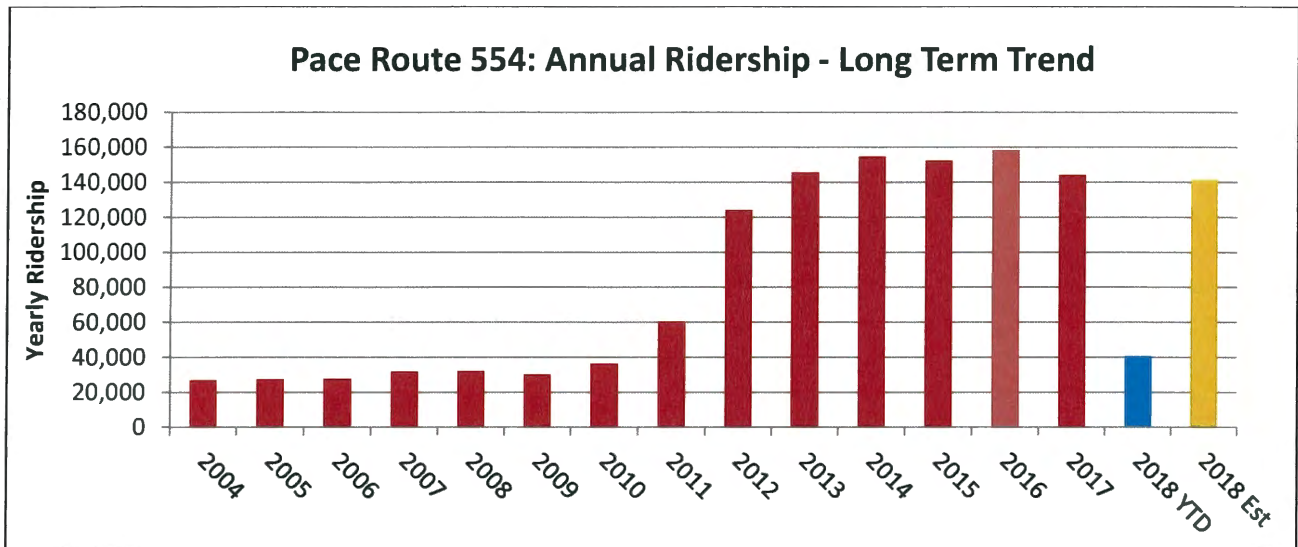


◆ **Pace Route 554**

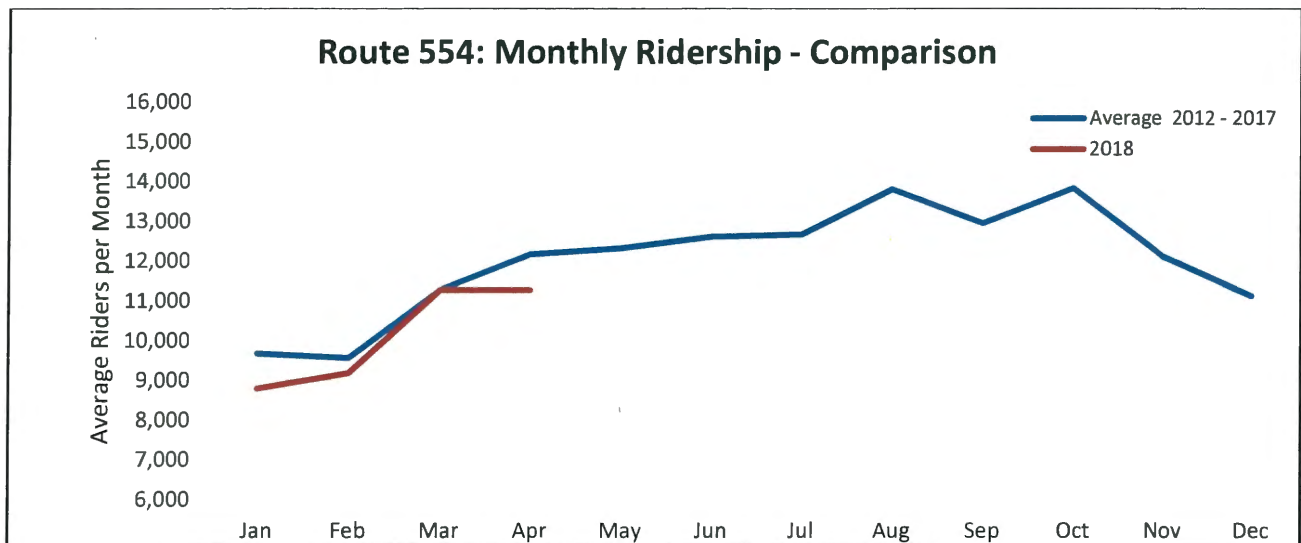
The most recent data from April 2018 showed average weekday ridership of 486, along with a Saturday average of 266 riders per day. As Pace develops the I-90 express bus plan and options for connecting service, modifications may be considered to Route 554. Careful analysis must be done of any changes to Route 554 to determine potential gains and enhancements to ridership along with possible negative effects on current users.

A meeting with community representatives and Pace staff was held on June 4 in Streamwood. Pace reviewed performance data for the route and also the potential for modifications to the service to connect with the Barrington Road Park-n-Ride / Kiss-n-Ride station areas. The group was supportive of these changes and will stay involved with Pace should they be implemented.





The monthly pattern of ridership on Route 554 based on historical average trends is shown in the figure below. Monthly ridership totals vary based on the numbers of weekdays and Saturdays in given months, weather conditions, and other factors.

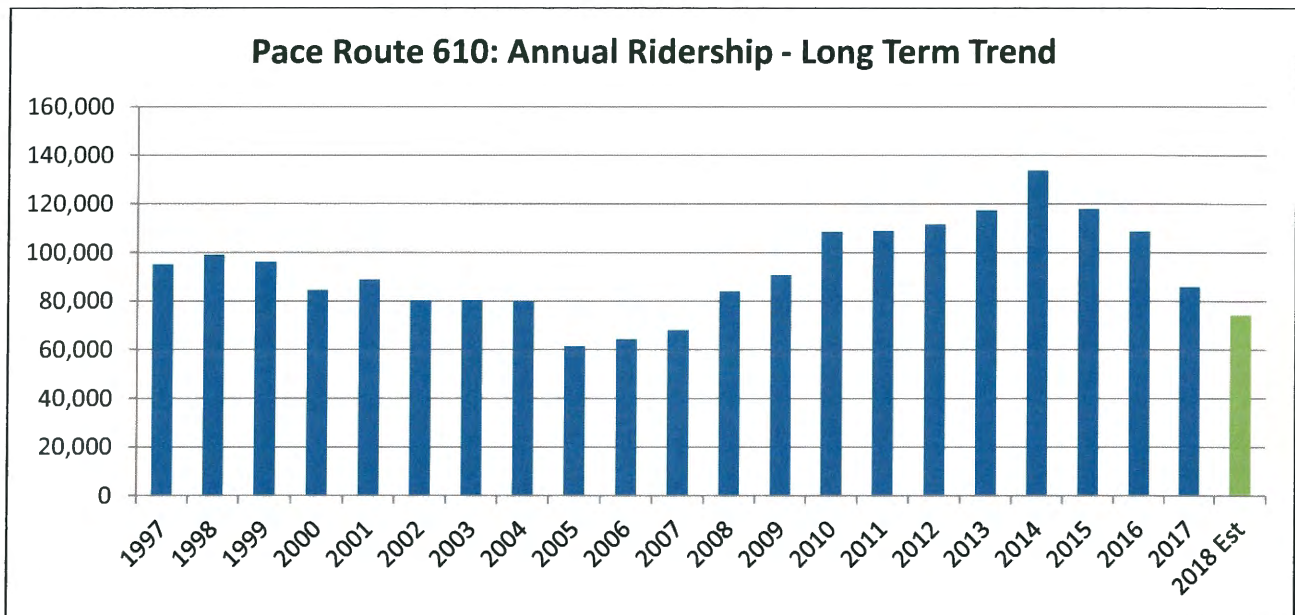
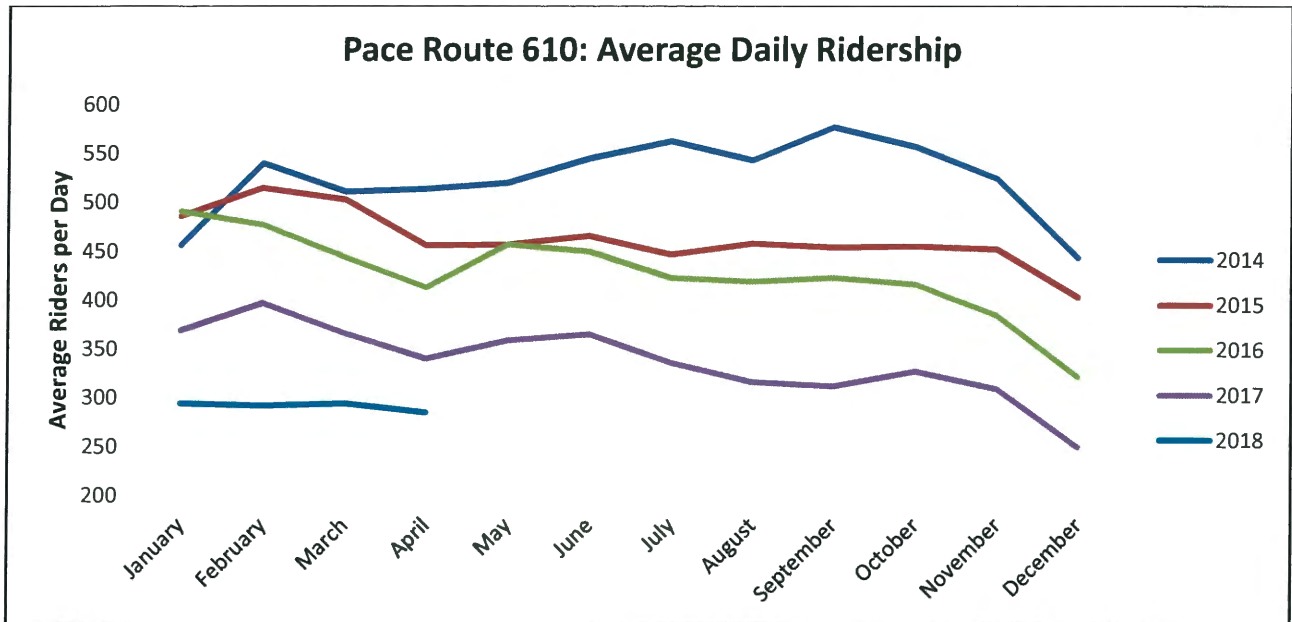


◆ **Pace Route 610 and Sears Centre Park-n-Ride Lot**

The charts below provide a history of Route 610 ridership over a number of years. The pattern of monthly ridership variations has been similar to prior years although at significantly lower levels of use. Pace has noted use trends on comparable types of routes over the last year. Pace plans to include a stop on the 610 at the Barrington Road station once it opens this year. Usage will be monitored on Route 610 to gauge the impact of adding the service at Barrington Road. Ridership levels so far in 2018 appear to have leveled off.

The number of Park-n-Ride vehicles in the Sears Centre lot increased to about 25 to 30 per weekday in the fall of 2017 but has shown some variation lately in the range of 15 to 20 vehicles per day. Pace plans to continue this Park-n-Ride until after the startup of the new I-90 services and then monitor levels of use. Pace is tabulating data on boarding and alighting at stops in Prairie Stone to further

evaluate trip patterns. Spot checks are being done of vehicles in the Park-n-Ride lot to determine the number of different users, frequency of repeat riders, and the origins of their trips.



◆ **Transit Improvement Task Force**

The Task Force met on May 30. Pace presented information on the upcoming I-90 schedule of express bus services. An overview of potential changes to Route 554 was presented along with a description of a circulator and Call-n-Ride program for the area south of the Tollway. Tentative schedules for the beginning of these services was discussed. The Task Force expressed appreciation to Pace for the scope of the upcoming changes. The group reviewed how new options will become available for residents and businesses south of the Tollway including potential access to the Higgins Education Center. Specific details such as the number of spaces in the Park-n-Ride, operating hours, pedestrian and bicycle connections, fares and transfers, along with other items were covered. Pace and Village staff will monitor levels of use once the I-90 and supporting services are in place.

**◆ Pace I-90 Corridor Plans / Park-n-Ride Plans / Circulator**

Construction is nearing completion of the Park-n-Ride located on the north side of I-90. A lease document from ComEd for a path to cross their property on Pembroke Avenue to connect to the transit facilities is planned for this month's Committee agenda. Separately, Pace is pursuing the easement for their drive to the Kiss-n-Ride to cross ComEd property at this same location. The Tollway will be installing security equipment for the transit facilities. Pace's current construction schedule anticipates completion of the Park-n-Ride by summer 2018 with the Kiss-n-Ride to follow later this year.

Pace completed a draft of the operational plan for shuttle service to link nearby residential and business areas to the new I-90 express bus station. Comments were provided to Pace staff. Their analysis focuses on options to provide connecting service to the Park-n-Ride and Kiss-n-Ride areas. The target for startup of services will coincide with the I-90 express service stops at Barrington Road expected in the fall.

Pace's new I-90 based express service started in late 2016 on I-90 with the stop at Randall Road. The Park-n-Ride station at IL 25 opened in late December 2017. Once Pace has completed its work on the operating schedule and has an opening date for the Barrington Road Park-n-Ride, information will be distributed to residents and businesses.

**◆ Pace I-90 Pedestrian Overpass**

The overpass structure is essentially complete with some final utility connections being made.

**COORDINATION****◆ O'Hare Noise Compatibility Commission (ONCC)**

Runway 15/33 oriented to the northwest / southeast was decommissioned in late March 2018 to allow construction to begin on the final parallel runway and extension of another runway. The ONCC approved an interim fly quiet rotation plan which is basically the configuration used during Test 3 which ended in mid-October 2017. The City submitted information to the FAA which included a plan environmental analyses of the interim runway rotation. It could be the end of 2018 before any final approvals are received. The ONCC website should continue to be used for noise complaints.

**◆ CMAP ON TO 2050 Plan Development**

CMAP staff will release the ON TO 2050 draft in mid-June for public review. The breadth of the plan covers everything from transportation to water quality to housing. CMAP's schedule is to complete the plan by the end of 2018. For details on how to participate, the link to their website is <http://www.cmap.illinois.gov/about/involvement>. It will build off the significant components of the GO TO 2040 plan. Staff has attended meetings and workshops for the early stages of the plan. Input provided at prior meetings included the importance of sustainable funding sources, the need to better coordinate transit options at the local level among different agencies, continued focus on bicycle and pedestrian accommodations, and cooperation among jurisdictions.

**◆ CMAP Greenways Plan Update**

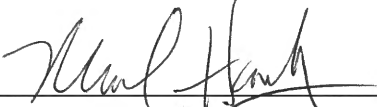
The Greenways Plan was created in the 1990s to identify corridors for pedestrian and bicycle travel to complement waterways, park, and Forest Preserves. Comments were provided for areas located in the Village. Primary corridors of interest include the updated facilities along Barrington Road to be built with the interchange and links to Forest Preserves. A final version of the plan update is expected in the coming months.

**◆ RTA Access to Transit Program**

There may be some opportunity for funding sidewalk and path connections for the Pace I-90 express bus, Park-n-Ride, and Kiss-n-Ride facilities, or other transit related projects; however, there is a cap on the funds available, which may make the bicycle and pedestrian projects better suited for the Transportation Alternatives Program. Applications for these programs are due in August. The Village is eligible to apply since the RTA's Community Planning grant was used several years ago to complete the Flexible Transit Operations Plan. Several options are being considered and will be coordinated through the Village Board.

**OTHER ACTIVITIES**

- ◆ Traffic data, site plans, and inspections are ongoing for a variety of projects which are in the early stages of project development and review.
- ◆ Staff made a presentation at the Transport Chicago conference in early June. Representatives from the Illinois Tollway, Pace, and the Village discussed the planning for transit, connectivity, and land use opportunities around the Barrington Road / I-90 express bus stations.
- ◆ Various smaller site modifications and permits for parking lot sealcoating, striping, patching are underway.



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Michael Hankey, P.E.  
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