



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462

Ordinance No: 3993

File Number: 2005-0123

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE CERTAIN
AGREEMENTS FOR CONSTRUCTION AND OPERATION OF A NEW COMMUTER
RAIL STATION AND CERTAIN USES OF REAL PROPERTY

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 22nd day of February, 2005 by authority of the President
and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

VILLAGE OF ORLAND PARK

Ordinance No: 3993

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE CERTAIN AGREEMENTS FOR CONSTRUCTION AND OPERATION OF A NEW COMMUTER RAIL STATION AND CERTAIN USES OF REAL PROPERTY

WHEREAS, President and the Village Trustees of the Village of Orland Park adopted Ordinances 3941, 3942, and 3943 creating a tax increment financing (TIF) District, adopting a Redevelopment Plan and Project and adopting tax increment financing, all pursuant to the Illinois TIF Act, 65 ILCS 5/11-74.4-3 (the "ACT").

WHEREAS, the Redevelopment Plan and Project provided for the Village to acquire certain properties within the TIF District for the purpose of implementing the Redevelopment Project;

WHEREAS, the Redevelopment Plan provided that the Village would acquire said properties using tax increment financing pursuant to the Act;

WHEREAS, the Redevelopment Project included the construction and operation of a Metra passenger train station, parking, and access to both; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, the following documents in a form substantially as that attached to this ordinance as Exhibit B subject to final approval by counsel to the Village:

1. INTERGOVERNMENTAL AGREEMENT FOR CERTAIN USES OF PROPERTY AND THE CONSTRUCTION OF A NEW STATION;
2. OPERATION AND MAINTENCE AGREEMENT;
3. COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT, PART I;
4. COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT, PART II;
5. EXCHANGE AGREEMENT;
6. SPUR EASEMENT AGREEMENT;
7. PEDESTRIAN CROSSING AGREEMENT; AND
8. EASEMENT FOR PARKING AND ACCESS.

The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents, prepare and insert all appropriate exhibits and take such other action as is required of them to execute the above-described agreement, in accordance with the terms of said agreements.

VILLAGE OF ORLAND PARK

SECTION 2

That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this 21st day of February, 2005.

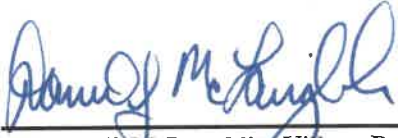

David P. Maher, Village Clerk

Aye:	6	Trustee Fenton, Trustee Murphy, Trustee Gira, Trustee Schussler, Trustee O'Halloran and Village President McLaughlin
Nay:	0	
Absent:	1	Trustee Dodge

DEPOSITED in my office this 21st day of February, 2005.


David P. Maher, Village Clerk

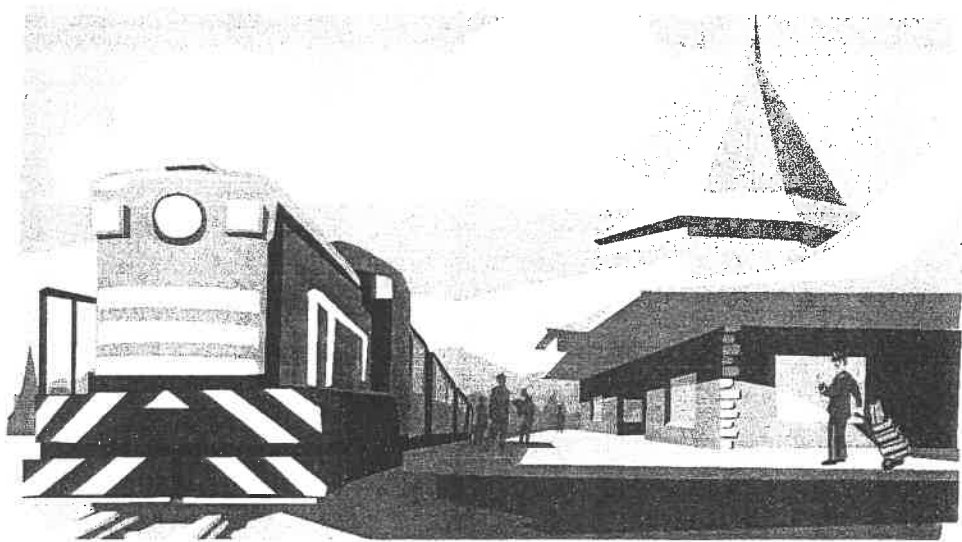
APPROVED this 21st day of February, 2005.


Daniel J. McLaughlin, Village President

PUBLISHED this 22nd day of February, 2005.


David P. Maher, Village Clerk

MAIN STREET TRIANGLE



**Metra Agreement
With Exhibits**

Mary Riordan, Ltd.
Attorneys at Law
980 North Michigan Avenue, Suite 950
Chicago, Illinois 60611
tel: 312-642-5310 fax 312-642-5312

March 9, 2005

R.J. Zeder, Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

Re: Metra Agreements



R.J.:

Please find enclosed both a blackline and clean set of the most recent versions of the following documents, collective referred to above as the "Metra Agreements":

1. Intergovernmental Agreement by and between the Village of Orland Park and Metra;
2. Commuter Facility Improvement Grant Agreement (Parts I and II);
3. Commuter Facility Construction, Operation and Maintenance Agreement;
4. Easement for Parking and Access;
5. Spur Track Easement Agreement;
6. Pedestrian Crossing Easement Agreement; and
7. Exchange Agreement.

The Intergovernmental Agreement ("IGA") is the main agreement between the parties and the other contracts are attached to the IGA as exhibits. The Metra Agreements deal points are as follows:

<u>FEDERAL FUNDS</u>	\$10,507,089.00
<u>METRA OBLIGATIONS</u>	
Construction (labor) of Station Platform	\$801,353.00
Relocation of Spur	\$100,000.00
<u>VILLAGE OBLIGATIONS</u>	\$9,605,736.00

Metra Station

- on or before December 31, 2005, Village to either complete the Metra Station or provide temporary station

Interim Parking

- on or before December 31, 2005, Village to construct 454 interim parking spaces within TIF District and 124 permanent parking spaces on the West Metra Parcel

Permanent Parking

- on or before December 31, 2006, 600 permanent parking spaces required
- includes 350 within the TIF District and 250 on West Metra Parcel

Ingress and Egress to the Metra Station

- construction of 142nd Street, including streetscape
- construction of certain Southwest Highway improvements required for West Metra Parcel parking

Detention Facility

- in accordance with the codes and regulations of the Village and the Metropolitan Water Reclamation District

Land Acquisition (not to exceed \$687,500.00)

JOINT OBLIGATIONS

Village and Metra shall exchange the approximately 1 acre East Metra Parcel and the 153rd Street Parcel

It is important to note, however, there are certain discrepancies and revisions requested by Metra and reflected in the attached revised Meta Agreements. First, and as has been previously noted, is the reduction of the overall federal grant budget by \$42,774.00. The spreadsheet from Phil Pagano shows the total budget at \$10,549,863.00, but in our most recent negotiations with Metra, their attorney insisted that the project budget was \$10,507,089.00. Although Metra's attorney did not have an explanation for the discrepancy, she did explain that Mr. Pagano's number were never intended to be the real budget, only estimations, and that the \$10,507,089.00 was from Metra's grant department.

Second, in Section 4(e) Maintenance, Access, and Relocation of the Commuter Facility Construction, Operation and Maintenance Agreement, Metra reserves the right to relocate, at its sole expense, the permanent parking spaces onto other Metra property. Although highly unlikely that Metra ever will, it is important to note the risk associated with Metra exercising its right. The Village will most likely sell the land within the Triangle to a private developer. As a condition of the sale, however, the Village will require that developer to build a parking structure to house the 350 spaces for Metra parking in addition to whatever parking the developer may need. Because each Metra

R.J. Zeder
March 9, 2005
Page 3

space will cost the developer approximately \$15,000.00, the Village, in turn, will agree to sell the land at a reduced rate as compensation to the developer for incurring such an expense. If Metra were to exercise its right to relocate the parking spaces, there would be an excess of 350 spaces, at a cost of \$15,000.00 per space, within the Triangle and ultimately, resulting in an ultimate loss to the Village.

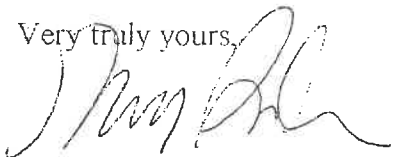
Third, the Commuter Facility Construction, Operation and Maintenance Agreement, states that the Village will be responsible for the operation and maintenance of the 600 permanent parking spaces (including the 250 located on the West Metra Parcel) for a period of 40 years. The cost of the maintenance and repair shall be funded by the revenues generated by the parking fees or other revenue derived from the Village's use of the commuter facility. All 600 spaces, however, shall be monthly parking and shall be available on a first come first serve basis.

And finally, the construction of the 250 parking spaces on the West Metra Parcel requires certain improvements to Southwest Highway (i.e. grading). As part of the Village's obligation to build the interim and permanent parking, the Village is also responsible for completing the Southwest Highway improvements necessary for commuters to access all 250 parking spaces.

Please be advised that Metra is taking the most recent versions of the Metra Agreements to its Board for review and approval on March 11, 2005. Accordingly, in order to facilitate the signature process, also included with the Metra Agreements, is a set of signature pages to be executed by the Village of Orland Park. Upon execution of the signature pages, please forward them to this office and we will in turn forward them to Metra. Upon our receipt of the fully executed documents, we send the Village a completely executed set for its records.

Upon your review of the enclosed material, if you have any questions or concerns, please do not hesitate to call.

Very truly yours,



Mary Riordan

MR/plj
Enclosures

MARY RIORDAN, LTD.

**INTERGOVERNMENTAL AGREEMENT FOR CERTAIN USES OF PROPERTY
AND THE CONSTRUCTION OF A NEW STATION AND PARKING FACILITY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the Village of Orland Park, Illinois municipal corporation ("**Village**"), and the Commuter Rail Division of the Regional Transportation Authority ("**Metra**"). The Village and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local municipalities and special districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes local municipalities and special districts in Illinois to exercise jointly with any other Village or special district, any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

C. Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of commuter parking lots pursuant to 70 ILCS 3615/313.09 and the above-cited provisions. Metra desires to build and plan for commuter rail facilities (including access thereto) to address its current and future commuter rail needs.

D. The Village is authorized to cooperate with Metra in the exercise of its powers and to acquire, sell or lease real property to Metra pursuant to 65 ILCS 5/11-122.2-1. The Village desires to redevelop property located in its village to provide better transportation, housing, and business opportunities to its community and residents.

E. The Village has designated the area, which includes the Metra Parcels and the Station Parcel, both defined in these Recitals below, along with several other parcels, as a tax increment redevelopment project area (the "**TIF District**") pursuant to 65 ILCS 5/1-74.4, et. seq. The TIF District is described and delineated on the site plan attached to and made a part of this Agreement as **Site Plan Exhibit** (the "**Site Plan**"). The Village has adopted an ordinance creating a TIF District so that it can acquire property and stimulate and coordinate redevelopment in the TIF District and the development of housing and commercial uses (the "Redevelopment"). The redevelopment will include the construction, operation and support of the Station. Metra is currently the owner of approximately one (1) acre of real property located within the TIF

District (the "**East Metra Parcel**") and has possession and control over property located west and adjoining the Norfolk and Southern Railway Company (the "**NS**") railroad tracks (the "**Tracks**"), north of 143rd Street and west of LaGrange Road (the "**West Metra Parcel**") as described and delineated on Exhibit A (jointly the "**Metra Parcels**"). Village is the owner of approximately 6.2 acres located within the TIF District legally described and delineated on Exhibit A (the "**Village Property**").

F. The Village desires to acquire the East Metra Parcel from Metra for purposes of incorporating the East Metra Parcel into the TIF District. The Village owns a parcel of property not less than one (1) acre in size in the vicinity of the Metra 153rd Street commuter station and parking lot currently used for commuter parking, legally described and delineated on **Exhibit A-1**, attached to and made a part of this Agreement (the "**153rd Street Parcel**"). To facilitate the Project, the Village and Metra have agreed to exchange the East Metra Parcel and the 153rd Street Parcel in accordance with the terms and provisions of this Agreement.

G. Metra has received an allocation of federal funding in the amount of sum of Ten Million Five Hundred Seven Thousand and Eighty-Nine Dollars and 00/100 (\$10,507,089.00). From that funding, Metra will reserve Eight Hundred and One Thousand Three Hundred and Fifty-three Dollars and 00/100 (\$801,353.00) ("**Force Funds**") to pay for construction of the platform, and One Hundred Thousand Dollars (\$100,000.00) (the "**Spur Funds**") for the relocation of the Spur Track as described herein. Nine Million Six Hundred Five Thousand Seven Hundred Thirty-Six Dollars and 00/100 (\$9,605,736.00) (the "**Metra Funding**") will be made available, in accordance with the terms of this Agreement, to the Village to construct, or cause to be constructed, and operate, or cause to be operated, within the TIF District and on the West Metra Parcel, a new commuter rail station, consisting of not less than twenty nine hundred (2900) square feet (the "**Station**") and six hundred (600) fully improved permanent parking spaces, including 350 in the TIF District and 250 on the West Metra Parcel (the "**Permanent Parking**"), together with certain related public improvements, including, without limitation, a commuter platform adjacent to the Station (the "**Platform**"), streets, curbs, lighting, detention facilities and certain improvements to Southwest Highway, all as detailed on **Exhibit B**, attached to and made a part of this Agreement (the "**Project Scope**") as set forth on the plans and specifications ("the "**Plans**") prepared by McDonough Associates Inc. and approved by the Parties (collectively the "**Improvements**") to provide commuter rail service to the Village and area residents. The Improvements are sometimes hereafter collectively referred to as the "**Project**." A requirement of the Metra Funding is that a station and parking are constructed, operational and accessible to Metra employees and commuters on or before December 31, 2005, and that the Project is completed on or before December 31, 2006 to be eligible for Metra Funding reimbursement. To facilitate commuter rail service to the Station, the Parties have agreed, if necessary, to open a temporary station and interim parking facilities on or before December 31, 2005.

H. Until the Permanent Parking is completed, the Parties have agreed to a interim parking plan, depicted on **Exhibit C**, attached to and made a part of this Agreement (the "**Interim Parking Plan**"). The Interim Park Plan shall provide for the completion of construction of 454 interim parking spaces within the TIF District available for use by Metra employees and commuters on or before December 31, 2005 (the "**Interim Parking**"). Additionally, on or before December 31, 2005, the Village has agreed to construct, or cause to be constructed, 124 fully improved Permanent Parking spaces on the West Metra Parcel. Upon completion, the Permanent Parking shall replace the Interim Parking, and, to the extent that the Permanent Parking is not located on the Village Parcel or the Metra Parcels, Metra has agreed to cease using the Village Parcel and the Metra Parcels for parking.

I. A portion of the Metra Funding in the amount of Six Hundred Eighty Seven Thousand Five Hundred Dollars (\$687,500) is derived from a CMAQ Grant and designated for Project property acquisition costs (the "**CMAQ Funding**"). The Parties have agreed to cooperate to obtain the necessary approval(s) from the CMAQ Funding source to use the CMAQ Funding for Project construction costs instead.

J. The Parties desire to locate the Station on that portion of the NS railroad right-of-way described and delineated on **Exhibit A** (the "**Station Parcel**"). To facilitate the design and construction of the Station, Metra has agreed to negotiate with the NS for the relocation of an industry spur track presently located on the Station Parcel (the "**Spur Track**"). The Village has agreed to grant to Metra and the NS the property rights necessary, as provided for herein, to effect the relocation of the Spur Track. Provided the Spur Track is relocated, the Village has agreed to construct, or cause to be constructed, the Station on the Station Parcel.

K. To facilitate the Project, the Village has agreed to construct, or cause to be constructed, the Improvements, with the exception that Metra, using the Force Funds, shall provide the labor for the Platform construction (the "**Village Improvements**") and, in addition, Metra has agreed to contribute the Metra Funding for the Village Improvements and provide technical expertise with respect to the Project.

L. The Parties understand that the Project will be a long-term endeavor and will likely be comprised of various phases and each Party will materially rely upon the other Party to complete the obligations stated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements contained in this Agreement, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. RECITALS INCORPORATED. The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this

Agreement.

2. METRA'S OBLIGATIONS. Metra desires to assist in the development of the Project, in part, by making the following commitments:

(a) Metra hereby commits the Metra Funding substantially in accordance with the terms, covenants and provisions of Metra's standard form Commuter Facility Improvement Grant Agreement attached to and made a part of this Agreement as **Exhibit D** (the "**Grant Agreement**"). The Metra Funding shall be allocated for the various Village Improvements as set forth on **Exhibit D-2** of the Grant Agreement (the "**Project Budget**").

(b) Metra shall pay for the labor costs associated with the construction of the Platform using the Force Funds.

(c) Provided the NS agrees to the relocation of the Spur Track to the Spur Track Parcel, Metra, using the Spur Funds, shall relocate the Spur Track to accommodate the construction of the Station on the Station Parcel. In the event the NS does not agree to relocate the Spur Track, Metra shall add the Spur Funds to the Metra Funds for the Village to pay for eligible costs.

(d) The balance of the Metra Funds will be paid to the Village for the construction of the Village Improvements and other eligible costs as follows:

(i) Construction of ingress and egress to the Station, which includes grading, paving, lighting, sidewalks, striping, drainage and landscaping.

(ii) The costs of detention, including if needed the construction of a storm water system and detention pond. This may include grading, utility relocation and retaining walls.

(iii) The costs of constructing interim and permanent parking.

(iv) The costs of constructing and installing all utilities necessary to service the Station and Permanent Parking.

(iv) Land acquisition in an amount not to exceed Six Hundred Eighty-Seven Thousand and Five Hundred Dollars (\$687,500.00), provided, however, that such acquisition costs are not reclassified for Improvement construction costs. In the event such acquisition costs are reclassified, Village may use said funds for any other eligible costs as provided for herein. Acquisition costs include all closing costs, and any costs associated with the condemnation, including attorney's fees.

(e) Metra shall own the Village Improvements constructed and any land acquired for the Project with the Metra Funds (the "**Project Facilities**") in

accordance with the provisions of the Grant Agreement (and the federal funding requirements); provided, however, that upon the dedication of 142nd Street for public street purposes, the Village shall own the 142nd Street Project Facilities (including any curbs, sidewalks, gutters, utilities and lighting build within or adjacent to 142nd Street and the abutting right-of-way) for so long as 142nd Street is dedicated and open for public use.

(f) The Village shall be reimbursed for the construction of the Village Improvements in accordance with the terms and provisions of the Grant Agreement. The Village shall complete all the Village Improvements prior to December 31, 2006, but to the extent the Station or the Village Improvements are not completed at that time, the Village hereby agrees to provide the funds necessary to complete the Station and the Village Improvements and Metra shall have no obligation to provide funding for work performed after December 31, 2006, unless agreed to in writing by Metra's Executive Director.

(g) Metra leases the tracks and property to be used for the Station from the Norfolk Southern Railroad. Metra hereby represents and warrants that it has the full authority to enter into this Agreement.

3. VILLAGE'S OBLIGATIONS. Village desires to assist in the development of the Project, in part, by making the following commitments:

(a) The Village, at the Village's sole cost and expense, shall design the Station in conformance with the Project Scope and "Metra Technical Services Commuter Rail Station Design Guidelines and Standards" dated March 2004 (the "**Metra Design Guidelines**"). The Station shall consist of not less than 2900 square feet. A preliminary rendering of the Station is attached to and made a part of this Agreement as **Exhibit E**, which is included only as a concept and not as a final design (the "**Station Rendering**"). The Village shall have the right to modify the design in its sole discretion so long as it is in compliance with the Metra Design Guidelines but in no event will any alteration to the design of the Station result in an increase in the Metra Funding for the Station allocation as set forth in the Project Budget.

(b) The Village shall construct the Village Improvements on or before December 31, 2006. Provided this agreement is approved by Metra on or before April 14th, 2005 the Village will commence construction of the Station on the Station Parcel on or before April 15th, 2005. On or before December 31, 2005, the Village shall either complete the Station or provide a temporary station reasonably acceptable to Metra (for example, a trailer or prefab structure typically used by Metra in similar circumstances) for commuter use.

(c) The Village hereby grants unto Metra, its employees, customers, agents and invitees, a license to use the Interim Parking and to park on the surface of the Village Parcel and Metra Parcel in conjunction with the operation or use of the Station. This license shall take effect upon the sooner to

occur of the opening of the Station (whether it be permanent or temporary) or December 31, 2005. This license shall terminate upon the opening of the Permanent Parking. On or before December 31, 2006, the Village shall grant to Metra an easement over the Permanent Parking property in the TIF District for the Permanent Parking spaces substantially in accordance with the Easement for Parking and Access attached to and made a part of the Grant Agreement as **Exhibit D - 4** (the "**Easement for Parking and Access**"). In the event the Permanent Parking is constructed by or conveyed to a private or other public entity, Metra shall retain its rights to use the Permanent Parking as provided for in the Parking Easement Agreement. The Village shall have the option to relocate the Interim or Permanent Parking spaces located in the TIF District ("**Relocated Parking Spaces**") to a multilevel parking structure also located within the TIF District ("**Parking Deck**"); provided, however, that the following conditions shall be met prior to construction of the Parking Deck:

(i) Unless the Parking Deck is located within the TIF District, the location of the Parking Deck shall be approved in writing in advance by Metra's Executive Director.

(ii) The plans and specifications for the Parking Deck are approved in advance in writing by Metra's Chief Engineering Officer.

(iii) The Village conveys to Metra a permanent easement in perpetuity for the use of the Relocated Parking Spaces, together with access thereto, over, under, across and through the Parking Deck ("**Parking Deck Easement**") in form and substance acceptable to Metra and consistent with the terms and provisions of this Agreement.

(iv) The Parking Deck Easement shall include, without limitation, provisions for, (1) a commuter parking fee of no more than the amount charged by Metra for other surface parking within the Village, (2) restricted use of the Relocated Parking Spaces for commuter parking only in accordance with Metra commuter parking policies, (3) The Village's maintenance, repair, rehabilitation and reconstruction of the Parking Deck to standards reasonably acceptable to Metra, and (4) Prior to any intended Parking Deck demolition, relocation of the Relocated Parking Spaces to either surface level parking or an alternate parking deck in a location or locations acceptable to Metra in its sole discretion.

(d) On or before December 31, 2005, the Village shall construct 142nd Street so as to provide ingress and egress to the Station as delineated on the **Site Plan Exhibit**. The Village hereby grants unto Metra, its employees, customers, agents and invitees, a license to use 142nd Street for access to the Station and the Interim and Permanent Parking. The Village shall dedicate 142nd Street for public road purposes. Additionally, the Village shall own the 142nd Street Improvements at such time as 142nd Street is dedicated for public road purposes. This access license shall terminate at such time as 142nd Street is dedicated for public road purposes.

(e) The Village shall design and construct detention facilities to provide adequate drainage for the Project in accordance with the codes and regulations of the Village and the Metropolitan Water Reclamation District. The Parties shall grant, or cause to be granted, any drainage easements required for either Party to be able to operate the Station and to use the interim surface parking or the Permanent Parking and to develop the TIF District.

(f) Upon completion and acceptance of the Improvements, whether interim or permanent, the Village agrees that it will operate and maintain or cause to be operated and maintained the Project Improvements, including without limitation the Station and the Permanent parking, for a period of not less than forty (40) years substantially in accordance with the terms, covenants and provisions of the Commuter Facility Construction, Operation and Maintenance Agreement attached to and made a part of the Grant Agreement as **Exhibit D – 1** (the “**OMA**”). The Parties shall enter into the OMA prior to the commencement of the construction of the Improvements.

(g) The Village will reserve for the benefit of Metra and obtain on behalf of Metra, without charges or fees, any zoning approvals, easements or permits that may be necessary or required in order for Metra or the Village to use, operate and maintain the Project Improvements in accordance with the provisions of this Agreement, including without limitation, access to the Station and Permanent or Interim Parking spaces and the provision of storm water drainage facilities within the TIF District.

(h) To facilitate the Spur Track relocation, the Village shall grant to the NS a temporary easement for the construction, operation, use and maintenance of a spur track, a pedestrian crossing gate and a fence, together with related appurtenances, over that portion of the TIF District property delineated and legally described on **Exhibit A** (the “**Spur Track Parcel**”), substantially in accordance with the terms and provisions of the Easement Agreement, attached to and made a part of this Agreement as **Exhibit F** (the “**Spur Track Easement Agreement**”) provided such Spur Track Easement Agreement is approved by the NS. The Spur Track Easement shall terminate in accordance with the terms of the Spur Track Easement Agreement.

(i) To facilitate the Spur Track relocation, the Village shall grant to Metra an easement for the operation, use and maintenance of a pedestrian crossing, together with related appurtenances, over a portion of the Spur Track Parcel delineated and legally described in **Exhibit A** (the “**Pedestrian Crossing Parcel**”), substantially in accordance with the terms and provisions of the Pedestrian Crossing Easement Agreement, attached to and made a part of this Agreement as **Exhibit G** (the “**Pedestrian Crossing Easement Agreement**”). The Pedestrian Crossing Easement shall terminate in accordance with the terms of the Pedestrian Crossing Easement Agreement.

4. JOINT OBLIGATIONS:

(a) To facilitate the Project, the Village and Metra shall exchange the East Metra Parcel and the 153rd Street Parcel substantially in accordance with the terms and provisions of the Exchange Agreement attached to and made a part of this Agreement as **Exhibit H** (the "**Exchange Agreement**").

(b) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, the recording of the Easements granted in this Agreement, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(c) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(d) Each Party hereby agrees to grant any easement or license to the other as may be necessary to: provide for ingress and egress to the Station and parking; install utilities including drainage; complete construction of the Improvements; operate and use the Station and parking areas; and maintain the Improvements.

(e) The Parties acknowledge that the Illinois Department of Transportation is in the process of relocating the LaGrange Road Bridge. The Parties shall cooperate to enter into the Agreement(s) necessary to obtain the funding and effect the relocation of the tracks, including without limitation, reconstruction or extension of the permanent platform. The Village shall have no obligation, financial or otherwise, for the relocating of the Bridge, the relocation of the tracks, or the reconstruction or extension of the permanent platform.

5. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail, by the sending Party at the respective addresses shown below or to such other party or parties or address (es) as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8005
Fax: (312) 322-7098

(b) Notices to Village shall be sent to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager
Phone: (708) 403-6155
Fax: (708) 349-4859

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the third (3rd) business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first (1st) business day after successful transmission if sent by facsimile transmission.

6. GENERAL.

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective heirs, legal representatives, successors and assigns. No waiver of any obligation or default of either Party shall be implied from omission of the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions and headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event, the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) The laws of the State of Illinois shall govern this Agreement. This Agreement provides for the development, and maintenance of real estate located within the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire

Agreement between the Parties with respect to the subject matter hereof. No changes, modifications, or alterations to this Agreement shall be effective without the written consent and authorization of Metra (by its Executive Director) and the Village.

(e) If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

(f) The execution, delivery of and performance under this Agreement are pursuant to authority, validly and duly conferred upon the Parties and signatories hereto.

(g) In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control. The Exhibits to this Agreement are as follows:

Site Plan Exhibit	Site Plan
Exhibit A	Legal Descriptions and Delineations of the TIF District, Metra Parcels, Village Property, Station Parcel, and Spur Track and Pedestrian Crossing Parcel
Exhibit A -1	153 rd Street Parcel
Exhibit B	Project Scope
Exhibit C	Interim Parking Plan
Exhibit D	Commuter Facility Improvement Grant Agreement
Exhibit D -1	Commuter Facility Construction, Operation and Maintenance Agreement
Exhibit D - 2	Project Budget
Exhibit D - 4	Easement for Parking and Access
Exhibit E	Station Rendering
Exhibit F	Spur Track Easement Agreement

Exhibit G

Pedestrian
Agreement

Crossing

Easement

Exhibit H

Exchange Agreement

7. METRA APPROVAL. Anything set forth in this Agreement to the contrary notwithstanding; this Agreement shall not be binding on Metra unless and until this Agreement is executed by Metra's Executive Director.

8. VILLAGE BOARD APPROVAL. Anything set forth in this Agreement to the contrary notwithstanding; this Agreement shall not be binding on the Village unless and until this Agreement is approved by the Village Board (the "**Village Board**"). Within five (5) business days after the Village Board grants or refuses to grant approval of this Agreement, the Village shall notify Metra thereof.

9. COUNTERPARTS. This Agreement maybe simultaneously executed in one or several counterparts, each of which when so executed shall be deemed to be an original, and all of which counterparts, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

VILLAGE OF ORLAND PARK

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY

By: _____
Village Mayor

By: _____
Philip A. Pagano, Executive Director

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Assistant Secretary to the Board

ACKNOWLEDGMENTS ON FOLLOWING
PAGES

State of Illinois)
)
County of Cook)

The undersigned, a Notary Public in and for the above County and State, do hereby certify that Philip A. Pagano, Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and _____, Assistant Secretary of said Metra, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the Executive Director and Assistant Secretary respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of Metra, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2005.

Notary Public

My commission expires: _____

State of Illinois)
)
County of Cook)

The undersigned, a Notary Public in and for the above County and State, do hereby certify that Dan McLaughlin, President of the Village of Orland Park ("**Village**") and _____, Village Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the President and Village Clerk respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of the Village, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2005.

Notary Public

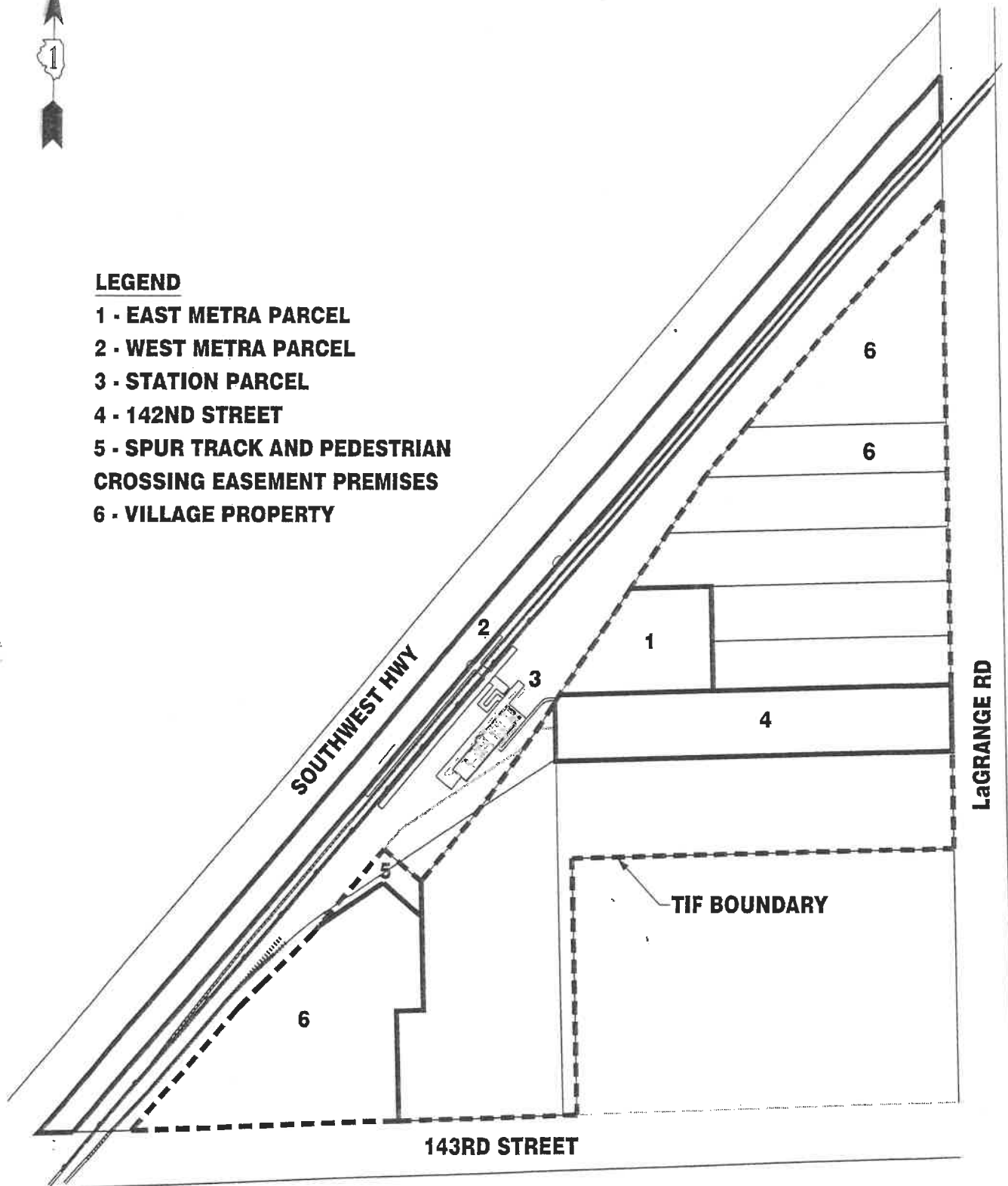
My commission expires: _____

N



LEGEND

- 1 - EAST METRA PARCEL
- 2 - WEST METRA PARCEL
- 3 - STATION PARCEL
- 4 - 142ND STREET
- 5 - SPUR TRACK AND PEDESTRIAN CROSSING EASEMENT PREMISES
- 6 - VILLAGE PROPERTY



SITE PLAN EXHIBIT

EXHIBIT A

LEGAL DESCRIPTIONS –TIF DISTRICT

PARCEL 1

Village of Orland Park Property

10 foot strip on the east boundary within Parcel 2C along LaGrange Road

Parcel A

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the 3rd Principal Meridian being described as follows: commencing at the Southeast corner of said Southeast Quarter of Section 4; Thence Northerly along the East line of said Southeast Quarter of Section 4 a distance of 510.00 feet to the point of beginning; Thence Westerly on a line perpendicular to the East line of said Southeast Quarter a distance of 60.00 feet to a point; Thence Northerly on line parallel to the East line of said Southeast Quarter a distance of 288.00 feet to a point; Thence Easterly on a line perpendicular to the East line of said Southeast Quarter a distance of 60.00 feet to a point on the East line of Southeast Quarter; Thence Southerly on said East line a distance of 288.00 feet to the point of beginning; except that part taken for road purposes both by dedication or by occupation in Cook County, Illinois.

Parcel B

PIN 27-04-417-018

Village of Orland Park Property

Lot 5 in Mann's Industrial Park, being a Subdivision of that part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at a point on the East line of said Southeast Quarter of Section 4, 797.90 feet of the Southeast corner thereof; Thence West at right angles to the East line of said Section 4, 765.82 feet to the Southeasterly line of the original right-of-way line of the Wabash Railroad Co.; Thence Northeasterly along said right-of-way line 494.40 feet to its intersection with the new or present right-of way line of said Railroad; Thence Northeasterly along the said new or present right-of-way line, 111.45 feet to its intersection with a line that is perpendicular to the East line of said Section 4 and 460.0 feet South of the Southeasterly line of the right of way of the said railroad (measured on the East line of said section); Thence East on said perpendicular line, 409.13 feet to the East line of said Section 4 at a point 460.00 feet South of said Southeasterly right-of-way line of said railroad; Thence South along the East line of said Section 4, 488.71 feet to the point of beginning, all in Cook County, Illinois.

Parcel D

PIN 27-04-417-029

Village of Orland Park Property

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, being the premises conveyed by the deed from Norfolk and Western Railway Company (successors to Wabash Railroad

Company) to TH. Davidson and Company, Inc. recorded July 14, 1994 as document no. 94-628592, bounded and described as follows: beginning at a point that is 1065.82 feet of the East line and 50.00 feet North of the South line of said Southeast Quarter, said point also being the Southwest corner of the land conveyed by Wabash Railroad Company to LN.R. Beatty Lumber Company, per Warranty Deed recorded July 7, 1972 as document number 21929599; Thence South 89° 32' 43" West (assumed bearing) along the North line of 143rd Street, 485.88 feet to a line that is 25.00 feet Southeasterly of, as measured perpendicular to the Centerline of, the Southeasterly most track of said grantor as said track existed on January 4, 1994; Thence Northeasterly, along a line that is 25.00 feet Southeasterly of, parallel with and concentric with the centerline of said Track, the following seven courses: North 44° 57' 24" East 3.12 feet; Northeasterly, along a curved line concave to the Northwest, having a radius of 1196.34 feet, an arc length of 67.20 feet; North 41° 44' 18" East 223.72 feet; Northeasterly along a curved line, concave to the Southeast, having a radius of 503.18 feet, an arc length of 62.31 feet; North 48° 50' 01" East 60.64 feet; Northeasterly, along a curved line, concave line, concave to the Northwest, having a radius of 533.73 feet, an arc length of 65.09 feet; and North 41° 50' 46" East 201.86 feet to a point on a line that bears South 48° 09' 14" East, said line being perpendicular to the centerline of said Southeasterly most track of said grantor, and bears through the Northwest corner of the aforesaid land conveyed per document number 21929599, said Northwest corner being 1015.82 feet West of the East line and 483.05 feet North of the South line of said Southeast Quarter of Section 4; Thence South 48° 09' 14" East, along the last described line, 90.73 feet to said Northwest corner; Thence Southerly, along the Westerly line of said land conveyed per document number 21929599, the following three courses: South 89° 32' 43" West, parallel with the South line of said Southeast Quarter of Section 4, a distance of 50.00 feet; South 00° 1' 19" East, parallel with the East line of said Southeast Quarter of Section 4, a distance of 200.00 feet (200.06 feet measured) to the point of beginning, all in Cook County, Illinois.

PARCEL 2

Parcel C

PIN 27-4-417-011

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, (except the East 455.82 feet thereof), described as follows: beginning at a point on the East line of said Section 4, 510 feet North of the Southeast corner thereof; Thence West at right angles to the East line of said Section, 740.82 feet, Thence South parallel to the East line of said Section, 515.13 feet to the South line of said Section: Thence West along the South line of said Section, 25 feet; Thence North parallel to the East line of said Section, 803.20 feet to the Southeasterly line of the original perpendicular to the East line of said Section 765.82 feet to a point on the East line, of said Section, 797.90 feet North of the Southeast corner thereof; Thence South along

the East line of Section 4, 287.90 feet to the place of beginning, in Cook County, Illinois.

PARCEL 3

PIN 27-04-417-008

Village of Orland Park Property

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the East line of said Section 4 and the Southeasterly line of the right of way of the Wabash Railroad Company; Thence South along the said East line of Section 4 for a distance of 460 feet; Thence West on a line perpendicular to said East line of Section 4 to the Southeasterly right of way of the Wabash Railroad Company; Thence Northeasterly along said Southeasterly right of way line to the point of beginning (except that part taken for Kean Avenue, now known as LaGrange Road) in Cook County, Illinois.

PARCEL 4

PIN 27-04-417-019

Lot 4 in Mann's Industrial Park, being a Subdivision of that part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian described as follows: beginning at a point on the East line of said Southeast Quarter of Section 4, 797.90 feet North of the Southeast corner thereof, Thence West at right angles to the East line of said Section 4, 765.82 feet to the Southeasterly line of the original right-of-way line of the Wabash Railroad Company, Thence Northerly along said right-of-way line, 494.40 feet to its intersection with the new or present right-of-way line of said Railroad, Thence Northeasterly along the said new or present right-of-way line, 111.45 feet to its intersection with a line that is perpendicular to the East line of said Section 4 and 460.00 feet South of the Southeasterly line of the right-of-way of the said Railroad (measured on the East line of said Section), Thence East on said perpendicular line, 409.13 feet to the East line of said Section 4 at a point 460.00 feet South of said Southeasterly right-of-way line of said Railroad, Thence South along the East line of said Section 4. 488.71 feet to the point of beginning all in Cook County, Illinois.

PARCEL 5

PIN 27-04-417-020

Lot 3 of Mann's Industrial Park being a Subdivision of that part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian described as follows: beginning at a point on the East line of said Southeast Quarter of Section 4, 797.90 feet North of Southeast corner thereof, Thence West at right angles to the East line of said Section 4, 765.82 feet to the Southeasterly line of the original right of way line of the Wabash Railroad Company, Thence Northeasterly along said right of way line 494.40 feet to its intersection with new and present right of way line of said Railroad; Thence

Northeasterly along the said new or present right of way line, 111.45 feet to its intersection with a line that is perpendicular to the East line of said Section 4 and 460.0 feet South of the Southeasterly line of the right of way of said Railroad (measured on East line of said Section); Thence East of said perpendicular line, 409.13 feet to East line of said Section 4 at a point 460.00 feet South of Southeasterly right of way line of said Railroad; Thence South along the East line of said Section 4, 488.71 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 6

PIN 27-04-417-027

Lots 1 and 2 in Mann's Industrial Park, being a Subdivision of that part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at a point on the East line of said Southeast Quarter of Section 4, 797.90 feet North of the Southeast corner thereof; Thence West at right angles to the East line of said Section 4, 765.82 feet to the Southeasterly line of the original right of way line of the Wabash Railroad Company; Thence Northeasterly along said right of way line 494.40 feet to its intersection with the new and present right of way line of said railroad; Thence Northeasterly along the said new or present right of way line 111.45 feet to its intersection with a line that is perpendicular to the East line of said Section 4 and 460 feet South of the Southeasterly line of right of way and the said railroad (measured on the East line of said Section) Thence East on said perpendicular line, 409.13 feet to the East line of said Section 4 at a point 460 feet South of the said Southeasterly right of way line of said railroad; Thence South along the East of said Section 4, 488.71 feet to the point of beginning, in Cook County, Illinois.

PARCEL 7

PIN 27-04-417-028

East Metra Parcel

Lots 1 and 2 except the East 428.35 feet thereof (as measured at right angles to the South line of said Lot 1) in Mann's Industrial Park, being a Subdivision of part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 8

PIN 27-04-417-023

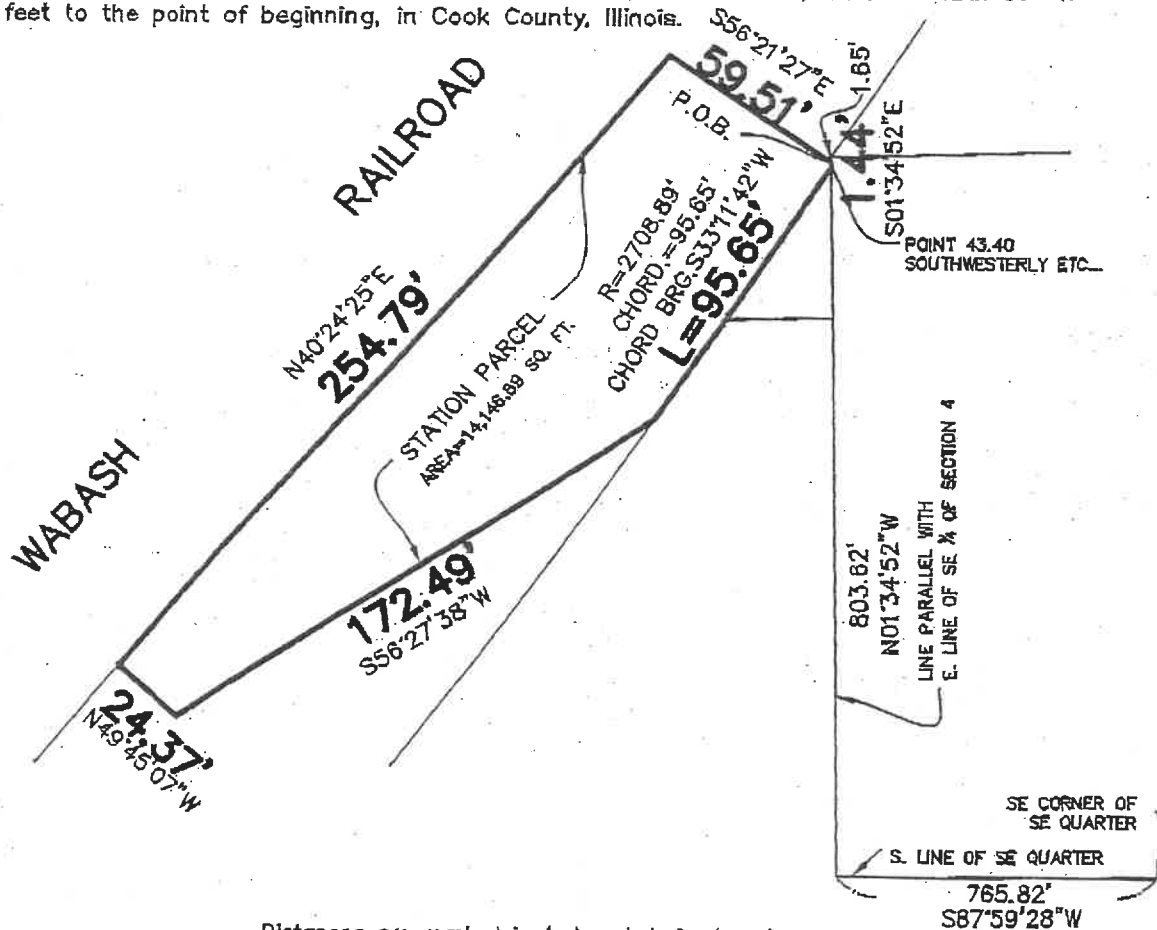
A Parcel of land in the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter of Section 4 aforesaid and running Thence Westerly along the South line of said Southeast Quarter of Section 4, a distance of 765.82 feet to a point; Thence Northerly along a line parallel to the East line of said Southeast Quarter of Section 4, a distance of 50.00 feet for a point of beginning, Thence continuing Northerly along a prolongation of the last described line for a distance of 753.20

feet, more or less, to a point that is 43.40 feet Southeasterly (by rectangular measurements) of the center line of the Norfolk and Western Railroad Company team track; Thence Southwesterly along a curved line convex to the Southeast, parallel to the center line of the aforesaid team track, having a mid-ordinate of 7.60 feet for a distance of 408.50 feet (as measured on the chord of said curve) to a point that is 1015.82 feet West of the East line of 483.05 feet North of the South line of said Southeast Quarter of Section 4, Thence Southerly along a line parallel to the East line of said Southeast Quarter of Section 4, a distance of 233.00 feet to a point; Thence Westerly along a line parallel to the South line of said Southeast Quarter of Section 4, a distance of 50.00 feet to a point; Thence Southerly along a line parallel to the East line of said Southeast Quarter of Section 4, a distance of 200.00 feet to a point that is 50.00 feet North of the South line of said Southeast Quarter of Section 4; Thence Easterly along a line parallel to the South line of said Southeast Quarter of Section 4, a distance of 300.00 feet to the point of beginning, all in Cook County, Illinois.

EXHIBIT A

OF STATION PARCEL

part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Southeast Quarter of Section 4 aforesaid; Thence South 87° 59' 28" West along said South line 765.82 feet; Thence North 01° 34' 52" West parallel with the East line of said Quarter Section 803.62 feet to a point that is 43.40 feet westerly (by rectangular measurements) of the center line of Norfolk and Western Railroad Company main Track; Thence South 01° 34' 52" East along said parallel line 1.65 feet to the point of beginning; Thence continue South 01° 34' 52" East along said parallel line 1.44 feet; Thence Southwesterly 95.65 feet along an arc of a circle convex Southeasterly with a radius of 2708.89 feet and whose chord bears North 33° 11' 42" West a distance of 95.65 feet; Thence South 56° 27' 38" West 172.49 feet; Thence North 49° 45' 07" West 24.37 feet; Thence North 40° 24' 25" East 254.79 feet; Thence South 56° 21' East 59.51 feet to the point of beginning, in Cook County, Illinois.



Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2005 "All Rights Reserved"

HARRY REIDMAN LTD.		GEORGE J.	DRANK G.
METRA TRANSIT			
GREMLEY & BIEDERMANN			
LICENSE NO. 186-002761 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 (773) 685-5102 FAX: (773) 286-6186 EMAIL: INFO@PLCS-SURVEY.COM			
DATE: FEBRUARY 16, 2005		PAGE NO. 1 OF 1	
SCALE: 1"=60' FEET			

02749-003

2005-02749-003.dwg

GREMLEY & BIEDERMANN

LICENSE No. 184-002761

PROFESSIONAL LAND SURVEYORS

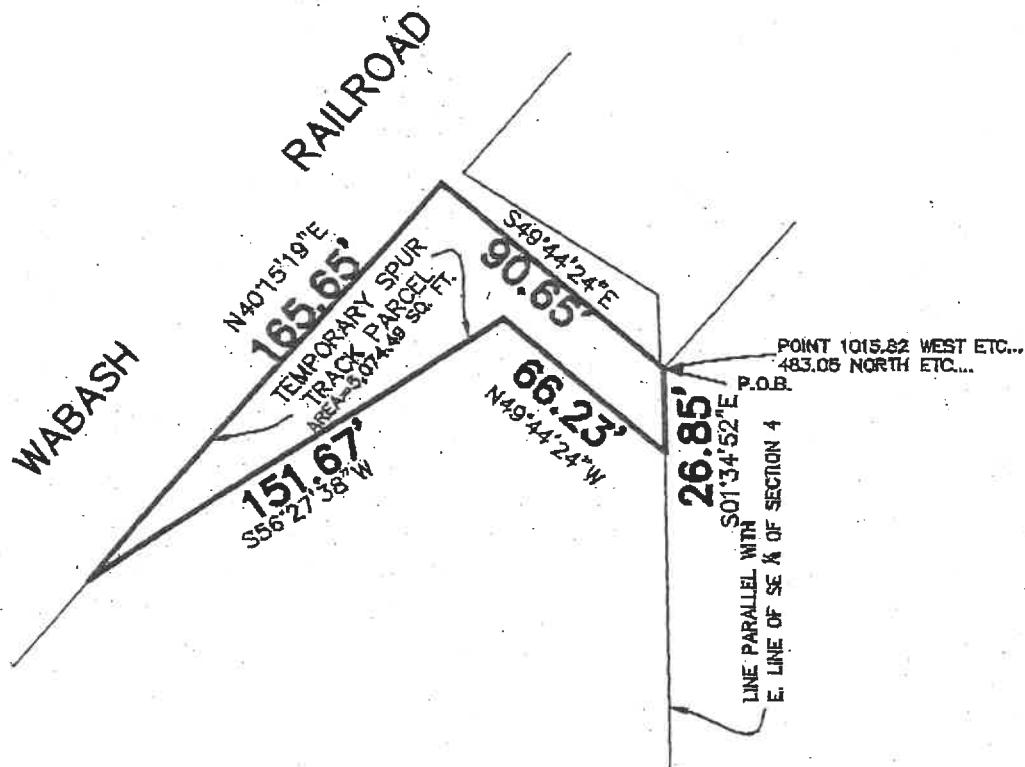
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60650

TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT A

SPUR TRACK and PEDESTRIAN CROSSING EASEMENT PARCEL

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point that is 1015.82 feet West of the East line of said Southeast Quarter and 483.05 feet North of the South line of said Southeast Quarter of Section 4; Thence South 01° 34' 52" East parallel with the East line 26.85 feet; Thence North 49° 44' 24" West 66.23 feet; Thence South 56° 27' 38" West 151.67 feet; Thence North 40° 15' 19" East 165.65 feet; Thence South 49° 44' 24" East 90.65 feet to the point of beginning, in Cook County, Illinois.



Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2005 "All Rights Reserved"

ORDERED BY: MARY BIEDERMANN LTD.	CHECKED: DRAGON
ADDRESS: METRA TRANSIT	JR
GREMLEY & BIEDERMANN	
LICENSE No. 184-002761	
PROFESSIONAL LAND SURVEYORS	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60650	
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM	
DATE: FEBRUARY 14, 2008	PAGE NO. 1 OF 1
SCALE: 1 INCH = 40 FEET	

Village of Orland Park

153rd Street Metra Station

February 1, 2005

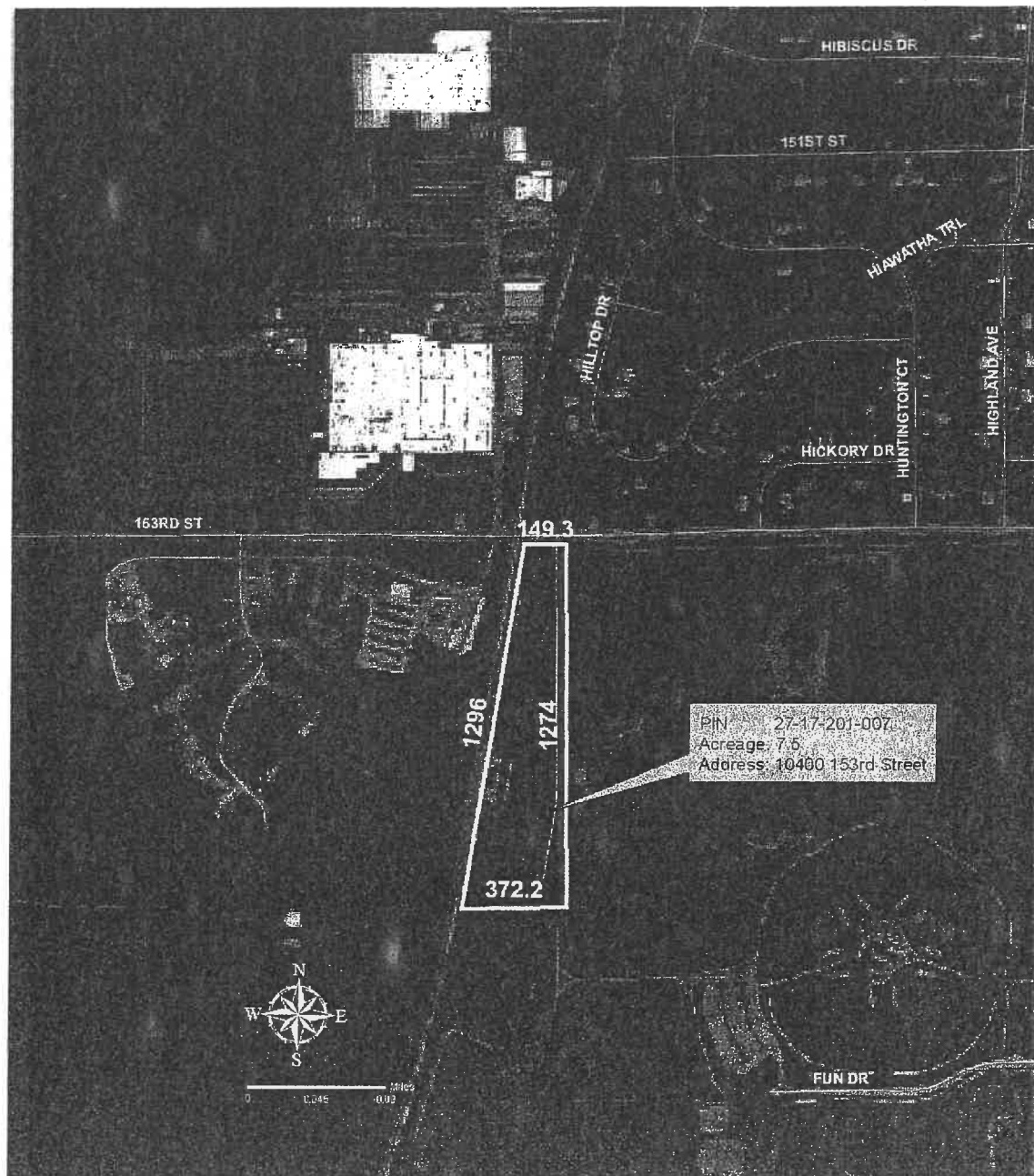


EXHIBIT B

PROJECT SCOPE

FEDERAL FUNDS \$10,507,089.00

METRA OBLIGATIONS

Construction (labor) of Station Platform	\$801,353.00
Relocation of Spur	\$100,000.00

VILLAGE OBLIGATIONS \$9,605,736.00

Metra Station

- on or before December 31, 2005, Village to either complete the Metra Station or provide temporary station

Interim Parking

- on or before December 31, 2005, Village to construct 454 interim parking spaces within TIF District and 124 permanent parking spaces on the West Metra Parcel

Permanent Parking

- on or before December 31, 2006, 600 permanent parking spaces required
- includes 350 within the TIF District and 250 on West Metra Parcel

Ingress and Egress to the Metra Station

- construction of 142nd Street, including streetscape
- construction of certain Southwest Highway improvements required for West Metra Parcel parking

Detention Facility

- in accordance with the codes and regulations of the Village and the Metropolitan Water Reclamation District

Land Acquisition (not to exceed \$687,500.00)

JOINT OBLIGATIONS

Village and Metra shall exchange the approximately 1 acre East Metra Parcel and the 153rd Street Parcel

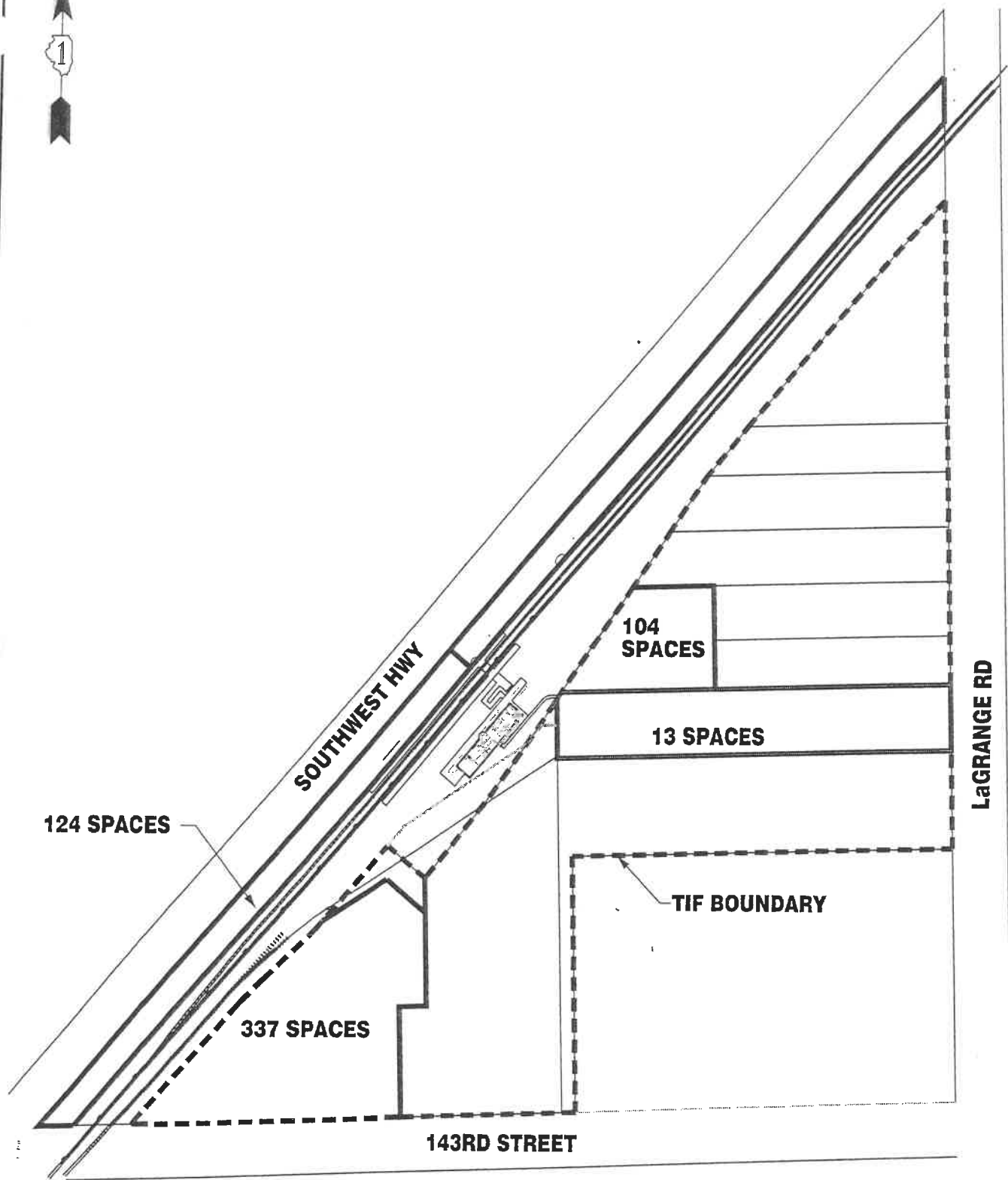


EXHIBIT C - INTERIM PARKING PLAN

EXHIBIT "D"

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

THE VILLAGE OF ORLAND PARK

CONTRACT NO. _____

PROJECT NO. _____

This Agreement is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**CRD**"), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of Orland Park, a municipal corporation created under the laws of Illinois ("**Municipality**").

PRELIMINARY STATEMENT

The Municipality wishes to undertake a public transportation capital project ("**Project**") and has made letter application to the CRD for a grant for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of a capital grant ("**Grant**"), to set forth the terms and conditions upon which the Grant will be made, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

ITEM 1. DEFINITIONS

As used in Parts I and II Commuter Facility Improvement Grant Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Grant Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act

CRD -- The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983

Eligible Costs -- Expenditures made by Municipality in carrying out the Project, which are reimbursable under the terms of Section 10 of Part II

IGA —Intergovernmental Agreement for Certain Uses of Property and the Construction and Design of a New Station and Parking Facility

Metropolitan Region -- As defined in the Illinois RTA Act

Municipality -- An Illinois municipal corporation as named in Part I

Net Project Cost -- The sum of the Eligible Costs incurred in performance of the Work on the Project, including work done by Municipality, less proceeds, if any, from sale of scrap and replaced facilities

Plans -- As defined in Section 3 of Part II

Premises -- property upon which the Project Facilities shall be constructed and maintained

Project Account -- As defined in Section 9 of Part II

Project Budget -- As defined in Section 8 of Part II

Project Facilities -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I

RTA -- The Regional Transportation Authority

Total Project Cost -- The total of all line items shown in Exhibit D-2 of Part II

Work -- The work to be performed under this Project as described in Item 2, Part I hereof

To the extent that any of the terms, conditions or provisions of this Agreement disagree with or are in conflict with any terms, conditions or provisions of the IGA, the intent of parties shall control.

ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project facilities and equipment as described in the Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II is generally described as:

The development of a new commuter station and parking facilities in the vicinity of 143rd Street and LaGrange Road in the Village of Orland Park, Cook County, Illinois. The scope of work will include construction of a new commuter rail station of not less than

2,900 square feet and six hundred (600) fully improved permanent parking spaces, together with certain related public improvements, including without limitation, a commuter platform, streets, curbs, lighting, and detention facilities. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA).

ITEM 3. AMOUNT OF GRANT

CRD agrees to make a Grant in the amount not to exceed \$9,605,736.00. In no event shall the total amount provided by the CRD under this Agreement exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the Grant.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation as shown in "Exhibit B, Approved Project Budget." All or part of this local share to be contributed by the Municipality may, with the express written prior approval of the CRD, be provided by the Municipality in the form of contributions of professional, technical, or other services.

ITEM 4. DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in both this the Agreement and the IGA and its exhibits, and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled "Commuter Facility Improvement Grant Agreement", together with Part II, entitled "Commuter Facility Improvement Grant Agreement--General Terms and Conditions", Exhibit D1-A, entitled "Commuter Facility construction, Operation and Maintenance Agreement", Exhibit D1-B, entitled "Approved Project Budget", Exhibit D1-C, entitled "Project Signs", Exhibit D1-D, entitled "Easement for Parking and Access" all of which are by this reference specifically incorporated herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20_____, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF ORLAND PARK:

By: _____

By: _____

Title: Executive Director

Title: _____

Attest: _____

Attest: _____

Title: Assistant Secretary

Title: _____

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, _____, acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable State and local law and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. Based solely on the attached certificate, I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this _____ day of _____,
200____.

Signature

Title

Grantee

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

THE VILLAGE OF ORLAND PARK

CONTRACT NO. _____

PROJECT NO. _____

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Facility Improvement Grant Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings and specifications hereinafter called "Plans". Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

5. **NO CRD OBLIGATIONS TO THIRD PARTIES.** CRD shall not be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof.

6. **COMPLIANCE WITH LAW.** In performance of its obligations pursuant to this Agreement, Municipality and its contractors shall comply with all applicable provisions of federal, state and local laws and regulations. All limits and standards set forth in this Agreement to be observed in performance of the Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Project Budget shown in Exhibit D-2 ("Project Budget"). The Parties may agree to revise the Project Budget in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.** (a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("Project Account").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all grant payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "Project Funds".

10. **ELIGIBLE COSTS.** (a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;

2. Be necessary in order to accomplish the Project;

3. Be reasonable in amount for the goods or services purchased;

4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees, which would normally be applicable to the Work, shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item (including, but not limited to, all engineering, material procurement, construction);

3. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

4. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

5. The Total Project Cost for the CRD Grant shall not be exceeded.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. **REQUESTS FOR PAYMENT BY MUNICIPALITY.** Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD shall honor such requests in the manner set forth in this Section. In order to receive CRD Grant payments, Municipality must:

(a) Completely execute and submit to CRD a monthly requisition approved by CRD;

(b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;

(c) Have submitted all financial and progress reports currently required by CRD; and

(d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 30 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the

Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD Grant payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD Grant, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b), and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein if Municipality is, or has been, in violation of any term of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are non-cancelable. CRD's acceptance of a remittance of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement, nor a waiver of any defenses Municipality may otherwise have arising out the same. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by

Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by either CRD or the Municipality, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD Grant. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD Grant or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD.

Project close-out occurs when CRD notifies Municipality and forwards the final Grant payment or when an appropriate refund of CRD Grant funds has been received from Municipality and acknowledged by CRD. Grant funds which have not been dispersed to the Municipality, will automatically revert to CRD upon completion of the Project. Project close-out shall be subject to any continuing obligations imposed on Municipality by this Agreement or contained in the final notification or acknowledgement from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and Municipality's Grant application.

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

20. **SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.** CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality

shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project Account involved unless CRD permits otherwise.

21. ASSIGNMENT OF CONTRACT - SUBCONTRACTORS. The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. CONSTRUCTION PROJECTS - SIGNS. When a Project involves construction work, the Municipality shall cause to be erected at the site of construction, to be maintained during construction, signs satisfactory to CRD and in accordance with the specifications set forth on Exhibit "D-3" attached to and made a part of this Agreement identifying the Project and indicating that CRD is participating in the development of the Project.

23. LABOR LAW COMPLIANCE. Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall

occur on regular business days and during normal working hours.

24. **PREMISES.** The Parties agree that the property upon which the Project is to be constructed ("Premises") is owned or controlled by the Parties and is provided at no cost to the Project. All leases for the location of Projects are subject to CRD review and approval.

25. **EQUAL EMPLOYMENT OPPORTUNITY.** Municipality shall comply with 775 ILCS 5/2-101 et seq.

26. **ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

27. **MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** The specific Maintenance, Use and Operation requirements for the Project Facilities shall be in accordance with the provisions of Exhibit "D-1".

28. **CONTINUANCE OF SERVICES.** Municipality agrees to continue to provide, either directly or by contract, as the case may be, the administrative and maintenance services described in Section 27 for 40 years.

29. **RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION.** Municipality agrees to protect, indemnify, defend and forever save and keep harmless the CRD, the Regional Transportation Authority ("RTA"), the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), and their directors, employees and agents from, and to assume all liability and expense (including costs and attorneys' fees) for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the construction, maintenance, repairs, alteration, replacement, operation, presence or use of the Project Facilities or the failure of Municipality to comply with the provisions of this Agreement whether or not such death injury, liability, expense, loss, damage or destruction is caused in whole or in part by the acts, omissions or negligence of CRD, the RTA or the NIRCRC or their directors, employees or agents.

The indemnities contained in this Section shall survive termination of this Agreement and shall not be construed as an indemnification or hold harmless against and from the negligence of CRD, RTA or NIRCRC with respect to any party performing

work on the Project to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

31. **OWNERSHIP.** Project Facilities located on the Premises shall belong to CRD subject to the terms and conditions of Exhibit "D-1", Section 13, Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

32. **NON-COLLUSION.** Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

33. **MUNICIPALITY'S WARRANTIES.** Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Grantee's Attorney" attached to and made a part of Part I of this Agreement.

34. **SEVERABILITY.** CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

35. **ASSIGNMENT OF AGREEMENT.** Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

36. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

37. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only

and shall not be considered for any other purpose.

38. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

39. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

40. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by CRD or Municipality at the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the first business day after successful transmission if sent by facsimile transmission.

(a) Notices to CRD shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312)322-8005
Fax: (312)322-7098

(b) Notices to Municipality shall be sent to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager
Phone: (708) 403-6155
Fax: (708) 349-4859

41. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

42. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the work contemplated under this Agreement must be completed by December 31, 2006, unless otherwise agreed to in writing by CRD.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20____, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF ORLAND PARK:

By: _____

By: _____

Title: Executive Director

Title: _____

Attest: _____

Attest: _____

Title: Assistant Secretary

Title: _____

EXHIBIT D-1

COMMUTER FACILITY CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 20____, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation ("**Metra**") and the Village of Orland Park, an Illinois municipal corporation ("**Municipality**"). Metra and Municipality are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

A. Metra owns or will own the depot (sometimes referred to as "**Station**" or "**Station Facility**") and the parking facility (sometimes referred to as "**Parking**" or "**Parking Facility**"), to be constructed by Municipality on the property delineated and described on **Exhibit "D1-A"** attached to and made a part of this Agreement (the "**Premises**"). The Station Facility and Parking Facility are hereinafter sometimes jointly referred to as the "**Commuter Facility**."

B. Metra desires to grant to Municipality the right to manage, operate and maintain the Commuter Facility.

C. Municipality has determined that the operation and maintenance of the Commuter Facility on the Premises is in the best interests of the public and serves a valid public purpose.

D. The terms capitalized in Exhibit D-1 Commuter Facility Construction, Operation and Maintenance Agreement shall have the same definitions as found in either the Intergovernmental Agreement for Certain Uses of Property and the Construction of a New Station and Parking Facility ("IGA") or the Commuter Facility Improvement Grant Agreement General Terms and Conditions ("Grant Agreement, Part I & II").

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate, and maintain the Commuter Facility subject to and in accordance with the following terms covenants and conditions:

1. **TERM.** Municipality's obligations and right to use the Premises under the terms and provisions of this Agreement shall commence on the date the Commuter Facility or any separate part is completed and opened to the public for commuter use, and shall continue in force and effect for a period of forty (40) years from said date ("**Use Term**") unless otherwise terminated as provided under the terms and conditions of this Agreement.

2. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to insure that the Premises is protected, maintained and operated as a Commuter Facility with daily rates for public parking. Municipality desires to control access to said Premises and operate and maintain the Commuter Facility pursuant to the terms and conditions of this Agreement.

(b) Parking lot fees set and collected by Municipality shall be standardized for all patrons of the Commuter Facility and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facility shall be operated as a daily fee parking lot with spaces available on a first come-first served basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality, which approval shall not be unreasonably withheld provided, however, that the proposed increase is consistent with regional standards for Metra parking lots.

(c) Municipality may, upon the prior written consent of Metra, sublicense space for related commuter services, such as vending and concession operations provided that such terms are acceptable to Metra.

(d) As long as adequate indemnification and insurance are provided to Metra and Metra has given Municipality prior written approval, the Municipality shall be permitted to use or allow others to use, the Parking Facility, or any lesser portion thereof, on Saturdays and Sundays for municipal or civic events sponsored by or approved by the Municipality. Prior written approval from Metra shall not be unreasonably withheld.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to the operation of Metra commuter facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their

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

4. MAINTENANCE, ACCESS, AND RELOCATION.

(a) **Maintenance of the Station Facility.** Except as otherwise provided herein, Municipality, shall manage the Station and shall be responsible throughout the Use Term to maintain and repair the Station Facility and all fixtures and appurtenances thereon and shall keep all of the same, and any area used in the future for commercial development, in a good state of repair, appearance and order (including, but not limited to, janitorial maintenance of floors and windows, painting, plumbing fixtures, broken glass, all utilities inside the Station Facility, and snow removal from sidewalks (leading to ramps, platforms and/or stairwells and the providing of scavenger service)), corresponding to standards that apply to Municipality's other public buildings and facilities ("**Routine Maintenance**"), except Municipality **shall not** be responsible for: (i) the snow removal from the platforms, ramps, and stairwells, (ii) any utilities located on or along the ramps, platforms or stairwells, or (iii) repairing or replacing any structural portion of the Station Facility (including, but not limited to, support walls, structural members, columns, floors, roof, heating plant and foundation). Metra shall repair and/or replace the structural portion of the Station Facility which has come into such a state of disrepair as to require repair or replacement. Municipality shall be responsible for notifying Metra, in writing, within thirty (30) days of the need for replacements or repairs which are to be the responsibility of Metra. For the purpose of determining what items shall be the responsibility of Municipality or Metra hereunder it is hereby agreed that any single item costing Three Thousand Five Hundred Dollars (\$3,500.00) or more, to repair or replace, shall be the responsibility of Metra ("**Metra Repair**"), and all other maintenance and repair expenses shall be the responsibility of Municipality, unless said item to be replaced or repaired is part of the structural portion of the Station Facility, in which case Metra shall be solely responsible for its replacement or repair regardless of the cost of said replacement or repair. The threshold amount to qualify as a Metra Repair shall decrease annually by fifty dollars (\$50.00) each year on the anniversary date of this Agreement. Municipality shall inspect the Station at least once each year and notify Metra if a Metra Repair will be necessary.

(b) **Maintenance of the Parking Facility.** Municipality, at its own cost and expense, shall manage the Parking Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. For purposes of maintenance of the Parking Facility, Routine Maintenance shall include; but shall not be limited to, snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the Parking Facility and payment of utility expenses associated with the operation of the Parking Facility. Municipality shall also be responsible for capital improvements to the Parking Facility, including but not limited to, major rehabilitation, excavation, demolition of structures, new construction, light standard placement or

replacement necessitated by damage to a structure. In the event Municipality fails to manage, operate or maintain the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may, after having given the Municipality thirty (30) days prior written notice of and an opportunity to cure such failure, provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra.

(c) Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. Municipality agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Municipality further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(d) Municipality shall be responsible for the "Standard Maintenance" of all landscaping on and along the railroad right-of-way. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises.

(e) Metra reserves the right to relocate the Parking Facility or any portion thereof onto other Metra property, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Facility or portion thereof and an to consent to the relocation, which consent shall not be unreasonably withheld. In the event the Municipality consents to the relocation, Exhibit D1-A of this Agreement shall be amended to reflect the Premises as relocated.

5. **SIGNS.** Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign, which approval shall not be unreasonably withheld, provided, however, that no signs shall be permitted on or about the exterior facade of the Station Facility. Metra reserves the right to post or place or to have posted or placed on the Premises, informational signs relative to the operations of Metra.

6. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises or any Improvements thereon. Municipality shall manage, operate, maintain and use the Premises and improvements thereon in

compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Use Term.

(b) Prior to entering upon the Premises, Municipality agrees to furnish and deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the insurance required under the terms and provisions of this Agreement. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad's protective liability insurance coverage as stated on **Exhibit D1-B**, attached to and made a part of this Agreement, or such other commercially reasonable coverage as required by Metra ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show Metra, RTA, the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, and assigns, as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

7. **LOCATION OF UTILITIES.** Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing utility or other wires, cables, poles, pipes or facilities of any kind whatsoever, whether or not of record. Metra reserves the right to grant future utility easements over, under or through that portion of the Premises it owns provided such easements do not unreasonably interfere with Municipality's management, operation, or maintenance of the Commuter Facility.

8. **METRA'S TITLE.** Other than as to the operation of the Station, Metra makes no covenant for quiet enjoyment of the Premises. Municipality assumes any damages Municipality may sustain as a result of, or in connection with, any want or failure at any time of Metra's title to the Premises.

9. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Commuter Facility.

10. **INDEMNIFICATION AND WAIVER.**

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit, waive any rights against and forever discharge Metra, the Regional Transportation Authority ("**RTA**"), the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**"), the Norfolk & Southern Corporation ("**NS**"), the Norfolk & Western Railway Co. ("**NWR**"), their respective directors, officers, agents and employees, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property, arising from any accident or incident which may occur to or be incurred by the indemnitor, its employees, officers, agents, and all other persons acting on its behalf while on the Premises except to the extent caused by the negligence of Metra, the RTA, the NIRCRC, the NS, the NWR or their respective directors, officers, agents or employees. Notwithstanding anything in this Agreement to the contrary, the waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA, the NIRCRC, the NS, the NWR, their respective directors, officers, agents and employees, from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) claims, demands, actions, suits, proceedings,

judgments or settlements, arising out of or in any way relating to or occurring in connection with Municipality's use of or the condition of the Premises, except to the extent caused by the negligence of Metra, the RTA, the NIRCRC, the NS, the NW or their respective directors, officers, agents or employees. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the Regional Transportation Authority, the Northeast Illinois Regional Commuter Railroad Corporation, the Norfolk & Southern Corporation, the Norfolk & Western Railway Co., their directors, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the Regional Transportation Authority, the Northeast Illinois Regional Commuter Railroad Corporation may elect to participate in the defense thereof at their own expense or may at their own expense employ attorneys of their own selection to appear and defend the same on behalf of Metra, the Regional Transportation Authority, the Northeast Illinois Regional Commuter Railroad Corporation, the Norfolk & Southern Corporation, the Norfolk & Western Railway Co., their directors, officers, agents or employees. The Municipality shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, which consent shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

(c) The indemnification and hold harmless provisions set forth in this Agreement shall survive termination of this Agreement and shall not be construed as an indemnification or hold harmless against and from the negligence of CRD, RTA, NIRCRC, NS or NWR with respect to any party performing work on the Premises to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

11. CONTRACTOR INDEMNIFICATION AND WAIVER.

(a) In all contracts executed by Municipality for Routine Maintenance of the Premises (including snow removal of sidewalks) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA, NIRCRC, NS and NWR, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA, NIRCRC, NS and NWR, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

12. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same or furnish a bond or other security satisfactory to Metra to indemnify Metra against any such lien. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

13. **COMPENSATION.** CRD shall own the improvements constructed on the Premises with CRD funds, including without limitation, the Station, and all other materials used to improve the Premises and related or appurtenant facilities, equipment, or fixtures, and all other Improvements, if any, subject to the easement granted to CRD in the Easement Agreement. In the event this Agreement is terminated for any reason by Municipality and CRD has not defaulted under the terms and conditions of this Agreement or Municipality defaults under the terms and conditions of the Agreement and, as a result of such Municipality default, CRD is forced to terminate this Agreement, CRD shall be compensated by Municipality for the portion of the Improvements paid for by Metra. Compensation shall be based upon the remainder of the period beginning on the date which the Improvements are first used in the facilitation of commuter services and ending on the later of the expiration of: (a) twenty (20) years from such date; or (b) if such actual useful life (as determined by CRD in its sole discretion) is more than twenty (20) years, the end of the actual useful life of such Improvements ("Use Period"). In either (a) or (b), compensation shall be in an amount equal to the average of the original cost and the replacement cost of each such Improvement taken out of service because of termination, reduced by that percentage of the Use Period which has expired before such termination. Such payment shall be made in full within ninety (90) days after Municipality's termination of this Agreement or interest at a rate of one and one-half percent (1½%) per month shall accrue on any unpaid balances due from the date payment is due until paid. In the event this Agreement is terminated for any reason by CRD and Municipality has not defaulted under the terms and conditions of

this Agreement or CRD defaults under the terms and conditions of this Agreement and, as a result of such CRD default, Municipality is forced to terminate this Agreement, Municipality shall not be required to compensate CRD for the Improvements; provided, however, that Metra may, at its sole discretion and cost, remove the Improvements including, without limitation, lighting fixtures, benches, and railings or transfer ownership (by quit claim or bill of sale) of the Improvements to the Municipality. The Municipality shall accept the transfer of the Improvements in "as is" condition.

14. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Metra represents that the Premises is currently exempt from real estate taxes and Metra shall use its reasonable best efforts not to take any actions during the Use Term that would result in the loss of the tax exempt status of the Premises; provided, however, that nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

15. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate.

16. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Municipality's use

and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this Section 15 do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

17. **RE-ENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 14 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession of the Commuter Facility; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided and to use its property in any manner that does not reasonably interfere with Metra's property rights. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination. If the Premises is required for railroad purposes, Metra shall have the right to partially or entirely re-enter and terminate this Agreement respectively upon ninety (90) days prior written notice.

18. **WAIVER OF REMEDIES.** No waiver of any default of either Party shall be implied from omission by the other Party to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

19. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in Section 4 of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work, if required by its employment contracts or federal or state railroad regulations, and set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

20. **CUMULATIVE RIGHTS.** All rights and remedies of each party shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

21. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

22. **SALE OR ASSIGNMENT.**

(a) Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra its successors and assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

(b) Vending, concessions, and general commercial activity on the Premises shall be subject to Metra's prior written consent. Metra grants Municipality the limited right to sublicense to third-parties the use of a portion of the Station Facility for commercial purposes provided that: (1) the terms and conditions of the sublicense are acceptable to Metra; (2) Municipality receives Metra's prior written consent to any third-party use; (3) Municipality is primarily liable to Metra for all sublicense obligations entered into with third parties, including but not limited to the following obligations to Metra: indemnification, insurance, use, and rent; and (4) such sublicense shall be subject and subordinate to the terms and provisions of this Agreement.

23. **USE RESTRICTIONS.** All rights not specifically granted to Municipality under the terms and conditions of this Agreement are hereby reserved in and to Metra. Municipality agrees that none of the Premises will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed on behalf of Municipality occurring within the railroad right-of-way will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

24. **REVENUES.**

(a) All Parking fees or other revenue derived from Municipality's use of the Commuter Facility ("**Revenues**") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Commuter Facility. The remainder shall be deposited in a capital improvement account to be used for future renovation or rehabilitation of the Commuter Facility. If, at the end of the Use Term, any revenues remain in the capital improvement account, said funds shall be paid to Metra within 30 days of the expiration of said Use Term.

(b) Municipality shall establish and maintain adequate accounting records of all Revenues based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to insure

compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, RTA, NIRCRC or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenues collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra an annual audit of its records relating to the Revenues collected and shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the Commuter Facility is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises to assure compliance with the terms of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

**VILLAGE OF ORLAND PARK
TRANSPORTATION**

**COMMUTER RAIL DIVISION OF
THE REGIONAL
AUTHORITY**

By: _____

By: _____

Its: _____
Philip A. Pagano, Executive Director

EXHIBIT D1-A
PREMISES

EXHIBIT D1-B
INSURANCE REQUIREMENTS

EXHIBIT "D-2"
APPROVED PROJECT BUDGET

Agreement between METRA
and the
Village of Orland Park

GRANT NUMBERS:
IL-03-0217/CRD-2002-3NR2
IL-03-0237/CRD-2004-3R2
IL-90-X317/MET-024

PROJECT NO: 2982;2877

CONTRACT NO: _____

Project Description: Station and Parking Construction including Land Acquisition
at 143rd and Southwest Highway in Orland Park

ORLAND PARK ACTIVITY	BUDGET CODES	TOTAL BUDGET
<u>Construction</u>		
Parking and Station Area	AR2982-63302006	\$ 5,363,639.00
Station Depot	CJ2982-63302006	\$ 3,554,597.00
<u>Land Acquisition</u>		
Transit use	SQ2877-57691009	\$ 687,500.00
TOTAL		\$ 9,605,736.00

EXHIBIT D-4

EASEMENT FOR PARKING AND ACCESS

WHEREAS, the undersigned, the Village of Orland Park ("**Grantor**"), an Illinois municipal corporation, is the owner of certain parcels of land situated in the County of Cook and State of Illinois (collectively, the "**Land**") and more fully described in Exhibit D4-A.

WHEREAS, Grantor desires to grant to Grantee (as defined below) and Grantee desires to acquire from Grantor, an easement for commuter parking purposes for three hundred fifty (350) parking spaces ("**Parking Spaces**"), together with access thereto, in, under, over, across, and along the Land and all improvements from time to time located on the Land (the Land and such improvements being hereinafter referred to collectively as the "**Premises**");

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid by the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation with offices located at 547 West Jackson, Chicago, Illinois, 60661 ("**Grantee**"), the receipt and sufficiency of which consideration is hereby acknowledged, Grantor hereby gives and grants unto Grantee, and Grantee's employees, commuters, lessees, permittees, licensees, successors and assigns, the permanent exclusive easement, and the right and authority, to construct, install, use, operate, maintain, repair, replace, and renew three hundred fifty (350) Parking Spaces, and to all portions of a parking facility on the Land, along with necessary curbs, gutters, signs, drainage, pipes, poles, foundation, conduit, and other equipment on, over, under, across, and along the Land for such commuter parking purposes, together with the right of access thereto for the purpose of exercising the rights and privileges granted in this Easement; provided, however, Grantee, in its sole discretion and upon written notice to Grantor, may terminate this Easement prior to its expiration date if Grantee ceases to use the Premises for commuter parking purposes.

1. Grantor shall have the right to relocate the three hundred fifty (350) Parking Spaces either to a different improvement on the Land or to a location in the tax increment financing district ("TIF District") at 143rd & LaGrange Road in the Village of Orland Park, and if not located in the TIF District, in the vicinity of the Land approved in advance in writing by Grantee and such approval shall not be unreasonably withheld, and any such relocation or replacement shall be evidenced by an Amendment to Exhibit D-4A to reflect the Premises as being relocated.

2. This Easement and all of the terms, conditions, rights and obligations herein contained shall run with the Land, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the

Grantor and Grantee, their respective grantees, lessees, licensees, successors, assigns, and all subsequent owners of the fee title to the Premises.

3. The Grantor retains all other rights over, upon, and across the Premises and to the use, enjoyment and benefit of the surface of the Land, except that Grantor shall not diminish or unreasonably interfere with Grantee's rights hereunder.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Easement as of this _____ day of _____, 20____.

ATTEST:

THE VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village Clerk

By: _____
Village President

State of Illinois)

) ss.
County of Cook)

The undersigned, a Notary Public in and for the above County and State, does hereby certify that _____ **Village President** of the Village of Orland Park, and _____, **Village Clerk**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the **AVillage President** and **Village Clerk** respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of the Village, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

My: commission expires:

EXHIBIT D4-1
LAND

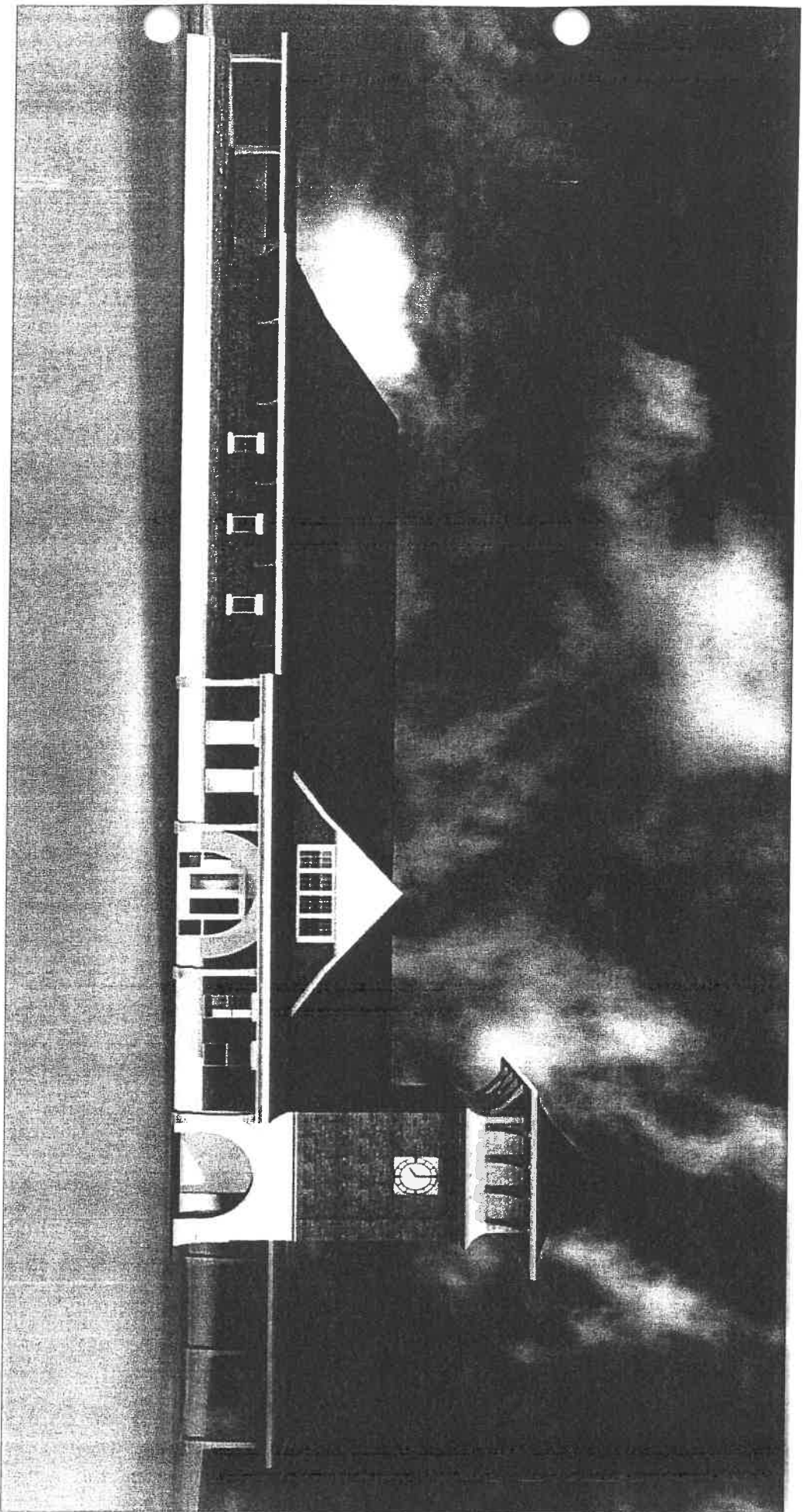


EXHIBIT F

SPUR TRACK EASEMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2005, by and between the Village of Orland Park, an Illinois municipal corporation ("**Grantor**"), and the Norfolk Southern Corporation, a Virginia corporation authorized to do business in Illinois ("**Grantee**"). Grantor and Grantee are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. Grantor owns the property described and delineated on **Exhibit F-1** attached to and made a part of this Agreement ("**Premises**").

B. Grantee owns the railroad right-of-way westerly and adjoining the Premises.

C. Grantor has agreed to grant to Grantee an easement over the Premises for the construction, operation, use and maintenance of an industry spur track, a pedestrian crossing gate, a fence and related improvements thereon (collectively the "**Improvements**").

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantor hereby grants to Grantee an easement ("**Easement**") over, upon, and through the Premises for the construction, operation and use of the Improvements and, thereafter to maintain, repair, replace and renew the Improvements.

This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. Any rights to the Premises not specifically granted to Grantee herein are reserved to Grantor and its successors and/or assigns. Grantor reserves the exclusive right to grant future easements over, under, across or parallel to the Premises provided such easements do not interfere with Grantee's Easement.

3. Grantee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Easement.

4. Grantee shall at all times maintain, replace and repair the Improvements in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations.

5. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of the Premises in accordance with the terms and provisions of this Agreement, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of those other than Grantee. Grantor agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Easement.

6. Grantor may terminate this Easement, effective immediately, if Grantee violates any of the terms, conditions or provisions set forth in this Agreement; provided, however, that Grantor shall first give Grantee thirty (30) days prior written notice of such violation and a reasonable opportunity to cure such violation. Additionally, upon ninety (90) days prior written notice by Grantor to Grantee, Grantor may terminate this Easement at such time as Grantor acquires fee simple title to the industry property serviced by the Improvements and located northeasterly and adjoining the Premises and Grantor delivers title evidence of such acquisition to Grantee. In case of termination, at Grantor's option, Grantee shall restore the Premises to at least the same condition as that which existed prior to Grantee's use of the Premises, normal wear and tear excepted.

7. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Grantor.

8. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing.

Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if hand delivered.

- (a) Notices to Grantor shall be sent to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager
Phone: (708) 403-6155
Fax: (708) 349-4859547

- (b) Notices to Grantee shall be sent to:

Norfolk Southern Corporation

Phone: _____
Fax: _____

9. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event, the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Easement as of the day and year first above written.

ATTEST:

THE VILLAGE OF ORLAND PARK:

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

NORFOLK SOUTHERN CORPORATION:

By: _____

By: _____

Its: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that _____, personally known to me to be the _____ of _____, an Illinois _____ and _____, personally known to me to be the _____ of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such and _____ of said Corporation, they executed such instrument, pursuant to authority given by said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that _____, personally, known to me to be the _____ of _____, an Illinois _____ and _____, personally known to me to be the _____ of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and _____ of said Corporation, they executed such instrument, pursuant to authority given by said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

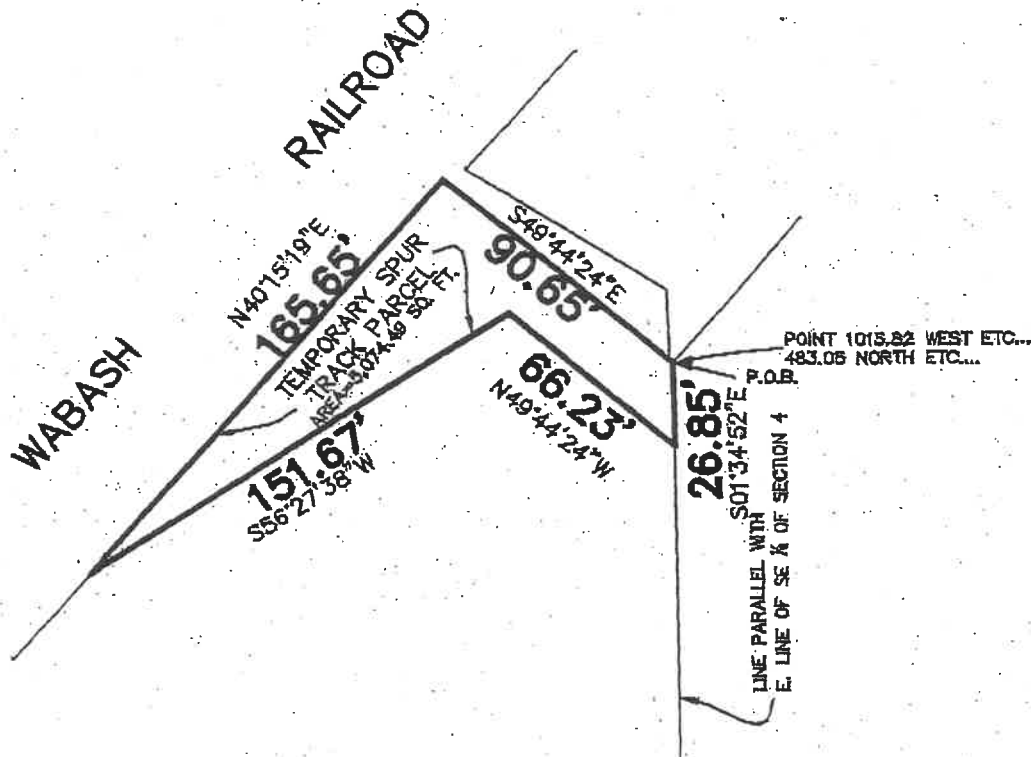
PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT F-1

SPUR TRACK and PEDESTRIAN CROSSING EASEMENT PARCEL

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:
 Beginning at a point that is 1015.82 feet West of the East line of said Southeast Quarter and 483.05 feet North of the South line of said Southeast Quarter of Section 4; Thence South 01° 34' 52" East parallel with the East line 26.85 feet; Thence North 49° 44' 24" West 66.23 feet; Thence South 56° 27' 38" West 151.67 feet; Thence North 40° 15' 19" East 165.65 feet; Thence South 49° 44' 24" East 90.65 feet to the point of beginning, in Cook County, Illinois.



Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2005 "All Rights Reserved"

ORDERED BY: PARY BIEDERMANN LTD.	CHECKED: DMM
ADDRESS: PARY BIEDERMANN LTD.	JA GL
GREMLEY & BIEDERMANN	
LITTON, IL 60140	
PROFESSIONAL LAND SURVEYORS	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630	
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM	
PROJECT NO.	PAGE NO.
05-02748-001	1 OF 1
DATE: FEBRUARY 14, 2005	SCALE: 1 inch = 40 feet

EXHIBIT G

PEDESTRIAN CROSSING EASEMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2005, by and between the Village of Orland Park, an Illinois municipal corporation ("**Grantor**"), and the Commuter Rail division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Grantee**"). Grantor and Grantee are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. Grantor owns the property described and delineated on **Exhibit G-1** attached to and made a part of this Agreement ("**Premises**").

B. Grantee owns the railroad right-of-way westerly and adjoining the Premises.

C. Grantor has agreed to grant to Grantee an easement over the Premises for the construction of an industry spur track ("**Spur Track**") and a pedestrian grade crossing ("**Pedestrian Crossing**") and gate over the Spur Track, a fence, and related improvements thereon (collectively the "**Improvements**") and, thereafter, for the use and maintenance of the Pedestrian Crossing by Grantor and its employees, permittees and invitees for access from a commuter parking lot on Grantor's property adjoining the Premises ("**Parking Lot**") to the commuter train station on adjoining railroad right-of-way property controlled by Grantee.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantor hereby grants to Grantee an easement ("**Easement**") over, upon, and through the Premises for the construction of the Spur Track and the Pedestrian Crossing and gate over the Spur Track, a fence and related improvements thereon and, thereafter, for the use and maintenance of the Pedestrian Crossing by Grantor and its employees, permittees and invitees for access from a commuter parking lot on Grantor's property

adjoining the Premises ("**Parking Lot**") to the commuter train station on adjoining railroad right-of-way property controlled by Grantee.

This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. Any rights to the Premises not specifically granted to Grantee herein are reserved to Grantor and its successors and/or assigns. Grantor reserves the exclusive right to grant future easements over, under, across or parallel to the Premises provided such easements do not interfere with Grantee's Easement.
3. Grantee shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Easement.
4. Grantee shall at all times maintain, replace and repair the Improvements in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations.
5. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of the Premises in accordance with the terms and provisions of this Agreement, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of those other than Grantee, its employees, permittees or invitees. Grantor agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Easement.
6. Grantor may terminate this Easement, effective immediately, if Grantee violates any of the terms, conditions or provisions set forth in this Agreement; provided, however, that Grantor shall first give Grantee thirty (30) days prior written notice of such violation and a reasonable opportunity to cure such violation. Additionally, upon ninety (90) days prior written notice by Grantor to Grantee, Grantor may terminate this Easement at such time as Grantor acquires fee simple title to the industry property serviced by the Improvements and located northeasterly and adjoining the Premises, Grantor delivers title evidence of such acquisition to Grantee and Grantee no longer is permitted to use the Parking Lot for employee or commuter parking purposes. In case of termination, at Grantor's option, Grantee shall restore the Premises

to at least the same condition as that which existed prior to Grantee's use of the Premises, normal wear and tear excepted.

7. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Grantor.

8. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if hand delivered.

(a) Notices to Grantor shall be sent to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager
Phone: (708) 403-6155
Fax: (708) 349-4859547

(b) Notices to Grantee shall be sent to:

Commuter Rail Division
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8005
Fax: (312) 322-4288

9. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires

or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event, the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have duly executed this Easement as of the day and year first above written.

ATTEST:

VILLAGE OF ORLAND PARK:

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:**

By: _____

By: _____

Philip A. Pagano, Executive Director

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that _____, personally known to me to be the _____ of _____, an Illinois _____ and _____, personally known to me to be the _____ of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such and _____ of said Corporation, they executed such instrument, pursuant to authority given by said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the date above noted, before me, the undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that _____, personally known to me to be the _____ of _____, an Illinois _____ and _____, personally known to me to be the _____ of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and _____ of said Corporation, they executed such instrument, pursuant to authority given by said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

LICENSE No: 134-002761

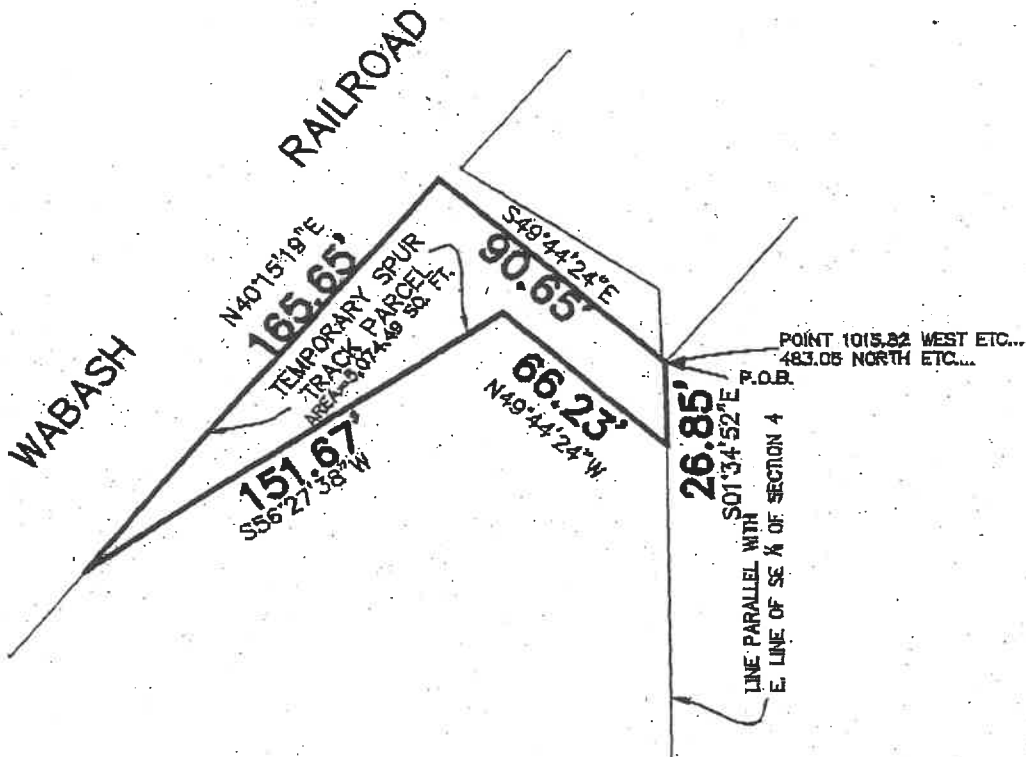
PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT G-1

SPUR TRACK and PEDESTRIAN CROSSING EASEMENT PARCEL

That part of the Southeast Quarter of Section 4, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point that is 1015.82 feet West of the East line of said Southeast Quarter and 483.05 feet North of the South line of said Southeast Quarter of Section 4; Thence South 01° 34' 52" East parallel with the East line 26.85 feet; Thence North 49° 44' 24" West 66.23 feet; Thence South 56° 27' 38" West 151.67 feet; Thence North 40° 15' 19" East 165.65 feet; Thence South 49° 44' 24" East 90.65 feet to the point of beginning, in Cook County, Illinois.



Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2005 "All Rights Reserved"

ORDERED BY: MARY BIEDERMANN LTD.		PREPARED BY: J. B.	
ADDRESS: METRA TRIANGLE		DATE: FEBRUARY 14, 2005	
GREMLEY & BIEDERMANN			
LICENSE NO. 134-002761			
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630			
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO.	DATE	PAGE NO.	SCALE
15-02749-001	FEBRUARY 14, 2005	1 OF 1	1 INCH = 40 FEET

EXHIBIT H
EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, 200___, by and between the village of Orland Park, an Illinois municipal corporation ("**Village**") and Commuter Rail Division of The Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"). Village and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local municipalities and special districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes local municipalities and special districts in Illinois to exercise jointly with any other municipality or special district any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of commuter railroad facilities pursuant to 70 ILCS 3615/3B.09 and the above-cited provisions. Metra desires to build and plan for commuter rail facilities to address its current and future commuter rail needs.

D. The Village is authorized to cooperate with Metra in the exercise of its powers and to sell or lease real property to Metra pursuant to 65 ILCS 5/11-122.2-1.

E. The Village is the record owner of a parcel of real property consisting of 7.5 acres located at approximately 10401 West 153rd Street in the Village, which is identified as permanent index number 27-17-201-007-000. The Village has agreed to divide one acre from the property, which is currently used for commuter parking, legally described and delineated on **Exhibit A-1**, attached to and made a part of this Agreement ("**Property 1**"), to be confirmed by the survey provided for in this Agreement.

F. Metra is the record owner of a parcel of real property located southeasterly of and immediately adjacent to the Metra right-of-way in the vicinity of 143rd Street in Orland Park, Cook County, Illinois, identified as permanent index number 27-04-417-028-0000 consisting of approximately one (1) acre of

vacant land as legally described and delineated on Exhibit "A-1" ("**Property 2**"), to be confirmed by the survey provided for in this Agreement.

G. The Village desires to acquire the Property 2 from Metra for purposes of incorporating Property 2 into a TIF District created by the Village for the purpose of redevelopment. Metra desires to acquire Property 1 from the Village for commuter parking. The Parties desire to exchange Property 1 and Property 2 subject to and in accordance with the terms, covenants, conditions and provisions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual representations, covenants, warranties and agreements contained below, the Parties represent, covenant, warrant and agree as follows:

1. **AGREEMENT FOR EXCHANGE.** Village agrees to sell, transfer and convey, and Metra agrees to purchase, Property 1 together with all right, title and interest of Village in and to all rights, privileges, easements, hereditaments and appurtenances in any way incident, appertaining or belonging to Property 1 and all improvements currently existing or hereafter constructed or installed on, in, over or under Property 1 ("**Parcel 1**") subject to and in accordance with each of the terms and conditions set forth below.

Metra agrees to sell, transfer and convey, and Village agrees to purchase, Property 2 together with all right, title and interest of Metra in and to all rights, privileges, easements, hereditaments and appurtenances in any way incident, appertaining or belonging to Property 2 and all improvements currently existing or hereafter constructed or installed on, in, over or under Property 2 ("**Parcel 2**") subject to and in accordance with each of the terms and conditions set forth below.

2. **CLOSING.** Provided that all the contingencies and conditions precedent set forth in Section 4 below have been satisfied or waived, the closing shall take place at the downtown Chicago offices of Chicago Title Insurance Company ("**Title Insurer**") within 60 days of execution of this Agreement, or such other date as may be agreed upon by the Parties ("**Closing Date**").

3. **PURCHASE PRICE.** As part of the consideration for this transaction, on or before the Closing, Metra and Village shall each pay to the other a purchase price of Ten Dollars (\$10.00) ("**Purchase Price**").

Paragraphs 4 through 19 are intended to be reciprocal. For purposes of these paragraphs both Parcel 1 and Parcel 2 will be referred to interchangeably as Property. For purposes of this Agreement where Parcel

1 is considered the "Property" the Village shall be the "Seller" and Metra shall be the "Purchaser" and where Parcel 2 is considered the "Property" Metra shall be the "Seller" and the Village shall be the "Purchaser."

4. CONTINGENCIES OR CONDITIONS PRECEDENT.

Notwithstanding anything to the contrary which may be contained in this Agreement, Purchaser's obligation to consummate this transaction is subject to and conditioned upon satisfaction of the following express conditions precedent. Each of the conditions precedent may be waived in writing by the Party, such conditions being intended for the exclusive protection and benefit of the Purchaser. In the event that such conditions are not satisfied or waived by Purchaser on or before the Closing Date, then at the sole option of Purchaser, this Agreement may be either: (i) declared null and void; or (ii) extended upon the mutual agreement of the Parties.

A. The continued validity of each and every representation, covenant and warranty contained in this Agreement.

B. Prior to the Closing Date, at Purchaser's expense, Purchaser and/or persons of Purchaser's choice shall have the right to enter upon the Property for the purpose of obtaining an engineering report and/or an environmental survey covering the Property. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost damage or expense for personal injury, including death, to any person or property damage occurring or arising as a result of Purchaser's activities on the Property pursuant to the terms of this Section 4.B. If the engineering report and/or environmental survey discloses defective or hazardous conditions with respect to the Property which Purchaser, in its sole discretion, deems unsatisfactory and so notifies Seller within ten (10) business days prior to the Closing Date and Seller is unable or refuses to remedy or commence remediation of such defects to Purchaser's satisfaction within the fifteen (15) day period following Seller's receipt of written notice of such defect from Purchaser, then Purchaser shall have the right to terminate this Agreement without further liability or obligation to Seller.

C. Prior to the Closing Date, Seller shall remove from the Property all debris and personal property not being conveyed and to deliver possession of the Property in clean condition and otherwise in the same condition as it exists as of the date of this Agreement.

D. Seller shall deliver to Purchaser within thirty (30) days of the date hereof, copies of the following, if any, which are in Seller's possession or control: (i) all tax bills, surveys and title policies; (ii) all engineering studies, soil tests, chemical tests, environmental reports, analyses or assessments of the Property; and (iii) all site plans, drawings, documents showing the installation of utilities, or other documents relating to the Property or the improvements thereon.

E. Intentionally Omitted

F. On the Closing Date, Seller shall deliver to Purchaser an affidavit executed by Seller, dated the same date as the Closing Date, representing and affirming that there are no recorded or unrecorded brokers', mechanics' or materialmens' liens arising by or through the actions of Seller and there has been and is no work performed or material being furnished at the request of Seller with respect to the Property and there are no payments or outstanding balances due under any agreements pertaining to the Property for which payment has not previously been fully made.

G. On the Closing Date, Seller shall deliver to Purchaser an affidavit of title in customary form covering the Closing Date.

H. Intentionally Omitted.

I. Intentionally Omitted

J. Purchaser shall be satisfied with all title and survey matters in accordance with Sections 5 and 6 below.

5. TITLE POLICY.

A. At least ten (10) days prior to the Closing Date, Seller shall, at Seller's sole cost and expense, provide Purchaser or Purchaser's attorney with a title insurance commitment for the issuance of an ALTA owner's title insurance policy ("**Title Policy**") covering the Property, issued by the Title Insurer, dated subsequent to the date of this Agreement in the amount of the Purchase Price, with extended coverage over the general exceptions contained in the Title Policy and showing title in the Seller subject only to: (a) the Permitted Exceptions, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money from Seller at the time of closing, (and which Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed).

B. Intentionally Omitted

C. On the Closing Date, Seller, at Seller's sole cost and expense, shall cause the Title Insurer to issue: (i) the pro-forma Title Policy covering the Disbursement Date, as hereinafter defined, showing title in Seller subject only to the Permitted Exceptions and unpermitted exceptions or defects in the title disclosed by the Survey, as hereinafter defined, if any, accepted and approved by Purchaser, and (ii) the zoning endorsement.

6. SURVEY.

A. Seller shall, at its sole cost and expense, obtain a current survey of the Property prepared by a licensed Illinois property surveyor and certified to Purchaser and the Title Insurer to have been prepared in accordance with the ALTA/ACSM Property survey standards ("**Survey**"). To the extent such information may be obtained by a visual inspection of the Property or a review of the public records, the Survey shall set forth the legal description, location, acreage and dimensions of the Property and any structures or improvements located thereon, show all water lines, sanitary sewers, storm sewers, any other utilities, building lines, setback lines, easements and other restrictions affecting the Property, all encroachments onto and from adjoining properties, building lines, access to public roads and street address(es). The Survey must be acceptable to the Title Insurer for purposes of providing extended coverage over the general title exceptions relating to matters of survey.

B. If the Survey required to be furnished under this Section discloses encroachments over which the Title Insurer will not insure or which Purchaser is unwilling to accept even with such title insurance, or if, after reviewing such Survey, the Title Insurer raises unpermitted exceptions ("**Survey Defects**") on or before the Closing Date, Seller shall correct any Survey Defects; provided, however, that if Seller is unable or unwilling to correct such Survey Defects, Purchaser may elect either to terminate this Agreement or accept title to the Property subject to such Survey Defects as set forth in Section 8.C below.

7. **TRANSFER AND TRANSACTION DECLARATIONS.** Purchaser shall pay the amount of any stamp taxes imposed by state or county law on the transfer of the title to the Property and Seller shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Under present law, conveyances to Purchaser are exempt from state and local transfer and transaction taxes, however, State, County, and, if applicable, local transfer declarations must be presented to the County Recorder's Office with the Deed.

8. **CLOSING.**

A. When all the contingencies and conditions precedent set forth in this Agreement which are required to be satisfied prior to the Closing Date have been satisfied or waived by Purchaser, Purchaser shall notify Seller of such and Seller shall order a later dated title commitment covering the Property from the Title Insurer and cause such commitment to be delivered to Purchaser. Provided the later dated title commitment is acceptable to Purchaser, and all other obligations of Seller set forth in this Agreement have been satisfied, the Parties will schedule a closing of the purchase and sale of the Property on the Closing

Date. On the Closing Date, Seller shall deliver to Purchaser all documents required to be delivered at closing under the terms and conditions of this Agreement.

B. The transaction shall be closed by means of a so-called "New York Style" closing, with the concurrent delivery of the documents of title, transfer of interests, delivery of the pro-forma Title Policy and payment of the Purchase Price; provided, however, that the deed shall be exchanged only after all of the contingencies and conditions precedent and all other obligations of each Seller as set forth in this Agreement have been satisfied ("**Disbursement Date**"). Seller shall provide the standard gap undertaking ("**Gap Undertaking**") to the Title Company necessary for the New York style closing to occur and any other clearance required by the Title Insurer. The cost of the closing shall be paid for by Purchaser.

C. In the event that the pro-forma title policy resulting from the closing discloses unpermitted exceptions or the Survey discloses Survey Defects which Purchaser is unwilling to accept, Seller shall have five (5) days within which to have the unpermitted exceptions or Survey Defects waived or insured over and approved by Purchaser. In the event Seller is unable to have the unpermitted exceptions or Survey Defects waived, insured over and approved by Purchaser, then Purchaser shall have the option either:

1. To terminate this Agreement; or
2. To extend the cure period for an additional thirty (30) days by written notice to Seller, in which event Seller shall have the right within such thirty (30) days to remove said unpermitted exceptions or Survey Defects or to insure over such unpermitted exceptions which constitute liens or encumbrances of a definite or ascertainable amount, failing which, Purchaser may terminate this Agreement in the manner set forth above or Purchaser may take title to the Property and direct Seller to pay, pursuant to the terms of this Agreement, liens or encumbrances of a definite or ascertainable amount and to proceed with the remaining terms and conditions of this Agreement.

9. POSSESSION. Possession of the Property shall be delivered to Purchaser on the Disbursement Date.

10. CONDEMNATION/CASUALTY. If, prior to the Closing Date, either all or a portion of the Property is taken by eminent domain or is under threat of being taken by eminent domain or is destroyed by fire or other casualty, Purchaser shall have the right, at its option, to elect to terminate this Agreement, in which event the Parties shall be relieved of and released from any further liability hereunder and thereupon this Agreement shall become null and void and of no further force and effect. If a taking or casualty occurs prior to the Closing Date and Purchaser does not elect to terminate, this Agreement shall remain in

full force and effect and Purchaser may make the purchase contemplated herein, less any interest taken by eminent domain or damaged or destroyed by fire or other casualty and with a concurrent reduction in the Purchase Price equal to the amount of any condemnation award or proceeds of insurance received by Seller with respect to such taking or casualty. In the event the taking has not yet occurred prior to the Closing Date and Purchaser does not elect to terminate this Agreement, Seller shall assign, transfer and set over to Purchaser all the rights, title and interest of Seller in and to any condemnation awards or, at the option of Purchaser, subrogate the rights of Purchaser to any and all rights of Seller in any condemnation proceeding.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to have been remade on and shall survive the Closing Date.

A. There are no third party leases of any portion of the Property or any other third party agreements currently in effect, nor are there any such leases or agreements for a future period, and no third party licenses or any other possessory rights exist in any person or entity with respect to the Property.

B. No undertaking by Seller under this Agreement will constitute a default by Seller under any agreements to which Seller is a party.

C. Seller has or will have on the Closing Date full authority and power to convey fee simple title to the Property free and clear of any liens, claims or encumbrances of third parties and has full authority and power to perform Seller's obligations under this Agreement.

D. No litigation, legal proceedings or administrative proceedings of any type relating to or affecting the Property (including condemnation or similar proceedings) have been instituted or, to the best of Seller's knowledge, are contemplated against Seller, the Property or any part thereof, including without limitation any claims for brokers', mechanics' or materialmen's liens.

E. All real estate taxes assessed against the Property are currently paid and, to the best of Seller's knowledge, there are no assessed, levied, pending or contemplated special real estate taxes or regular or special assessments of any nature with respect to the Property or any part thereof.

F. Seller has received no notice of any pollution or contamination on the Property, nor of any violations with respect to the Property including without limitation violations of zoning, conservation or environmental laws, ordinances, codes or regulations, or other laws, codes or regulations relating to public health and safety.

G. Seller has no knowledge of any hazardous or toxic materials or substances, as such terms are defined under applicable current local, state or federal laws, ordinances, rules or regulations ("**Hazardous Materials**") that are now located on the Property and, to the best of Seller's knowledge and belief, no other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under, or at the Property or any part thereof. To the best of Seller's knowledge and belief after due inquiry, no part of the Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials contamination. To the best of Seller's knowledge and belief, no property adjoining the Property has ever been used as a manufacturing, warehousing, storage or dump site for Hazardous Materials, nor is any other property adjoining the Property affected by any Hazardous Materials contamination.

H. Other than as set forth in the Permitted Exceptions, to the best of Seller's knowledge, there are no ordinances, restrictions, easements or licenses, whether recorded or unrecorded, affecting any portion of the Property which will interfere with the Purchaser's intended use of the Property.

I. There are no obligations or responsibilities of Seller that will survive the Closing Date with respect to any persons or entities involved in the operation, maintenance and management of the Property that would become the obligation or responsibility of the Purchaser, and Seller indemnifies Purchaser against any and all such obligations and responsibilities to such persons or entities, which arise before or will arise after the Closing Date.

J. In the event of any alleged breach of any such representations, warranties, or covenants set forth above prior to the Closing Date, Purchaser shall deliver written notice of such breach to Seller, and Seller shall have thirty (30) days to cure such breach and in the event Seller is unable to cure such breach to the reasonable satisfaction of Purchaser, then Purchaser shall have the option to terminate this Agreement.

12. REAL ESTATE TAXES. Seller shall pay all real estate taxes accruing prior to and including the date of Closing. Purchaser shall pay all real estate taxes accruing after the Closing.

13. PRORATIONS. The following items shall be paid, prorated and adjusted through the Closing Date and subsequent thereto as follows:

A. Seller shall be responsible for payment of all utilities, maintenance, insurance, operating and all other charges and costs associated with or charged or assessed against the Property on or before the Closing Date.

B. Owner's title insurance and customary Seller's title and recording charges shall be paid by Seller. Customary Purchaser's title and recording charges shall be paid by Purchaser.

C. All accounts payable, contractual and other obligations incurred by Seller prior to the Closing Date shall be paid or performed by Seller on or before the Closing Date and Purchaser assumes no obligation or responsibility for the payment or performance of such obligations.

14. DOCUMENTS FOR CLOSING. Seller shall prepare or cause to be prepared the Deed, the Seller's Closing Statement, an Affidavit of Title and any other documents required of Seller under the terms of this Agreement or deemed necessary or appropriate by Purchaser or the Title Insurer to consummate this transaction, all of which shall be in form, scope and substance reasonably acceptable to Purchaser and the Title Insurer.

15. DEFAULT.

A. Except as specifically provided otherwise in this Agreement, in the event that Seller shall fail to comply with any of the obligations to be performed by Seller hereunder, then Purchaser shall have all rights and remedies available to it at law and/or in equity to seek additional damages and/or to strictly enforce the terms of this Agreement and thereby require conveyance of title to the Property.

B. Except as specifically provided otherwise in this Agreement, in the event that Purchaser shall fail to comply with any of the obligations to be performed by Purchaser hereunder, then Seller shall have all rights and remedies available to it at law and/or in equity to seek additional damages.

16. SUBSEQUENT INSPECTION. Purchaser shall have the right to periodically inspect the Property so long as Purchaser is not in default under this Agreement and this Agreement has not been terminated pursuant to its terms. Such inspections shall be made after having given notice to Seller and during the normal business hours of Seller or at such other times reasonably satisfactory to the Parties and shall be conducted in a manner so as not to unreasonably interfere with the Seller's use of the Property and Purchaser shall repair any damage to the Property caused thereby. Purchaser hereby indemnifies Seller against any loss, cost, liability or damage to person or property occurring in the course of the conduct of such inspections, tests or surveys performed by or on behalf of Purchaser.

17. MISCELLANEOUS.

A. Time is of the essence of this Agreement.

B. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors or assigns.

C. The terms, conditions, provisions, covenants, representations and warranties herein contained shall survive the Closing Date and delivery of the Deed by Seller, shall not be merged into the Deed and shall extend to the successors and assigns of Seller and Purchaser.

D. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

E. This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

F. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions unenforceable or invalid provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

G. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

H. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

I. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

J. Intentionally Omitted

18. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

A) If to Village: Village of Orland Park

14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager
Phone: (708) 403-6155
Fax: (708) 349-4859

B) If to Metra: Metra
547 West Jackson Street
Chicago, IL. 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8005
Fax: (312) 322-7098

A notice given by hand delivery shall be deemed given when delivered. A notice given by certified or registered mail shall be deemed given three (3) days after such notice is deposited in the United States mail whether or not such notice is actually received by the addressee. A notice given by facsimile transmission will be deemed given on the first business day after it is successfully transmitted.

19. BROKERAGE COMMISSION.

A. Purchaser hereby represents and warrants to Seller that there has been no involvement of any real estate broker in connection with the purchase and sale of the Property to whom Purchaser has agreed to pay a commission. Based on the foregoing representation, the Purchaser hereby agrees to indemnify and hold Seller harmless against and from any loss or expense, including, but not limited to, attorneys' fees, arising from the alleged liability of Purchaser for brokerage commissions or finders fees claimed from persons with whom Purchaser has dealt.

B. Seller hereby represents and warrants to Purchaser that there has been no involvement of any real estate broker in connection with the purchase and sale of the Property to whom Seller has agreed to pay a commission. Based on the foregoing representation, the Seller hereby agrees to indemnify and hold Purchaser harmless against and from any loss or expense, including, but not limited to, attorneys' fees, arising from the alleged liability of Seller for brokerage commissions or finders fees claimed from persons with whom Seller has dealt.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

VILLAGE OF ORLAND PARK

COMMUTER RAIL DIVISION OF
THE REGIONAL
TRANSPORTATION
AUTHORITY

By: _____

By: _____

Philip A. Pagano
Executive Director

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Assistant Secretary

Its: _____

EXHIBIT H - A
LEGAL DESCRIPTIONS

TO BE CONFIRMED BY SURVEY:

PARCEL 1:

PARCEL 2:

Village of Orland Park

153rd Street Metra Station

February 1, 2005

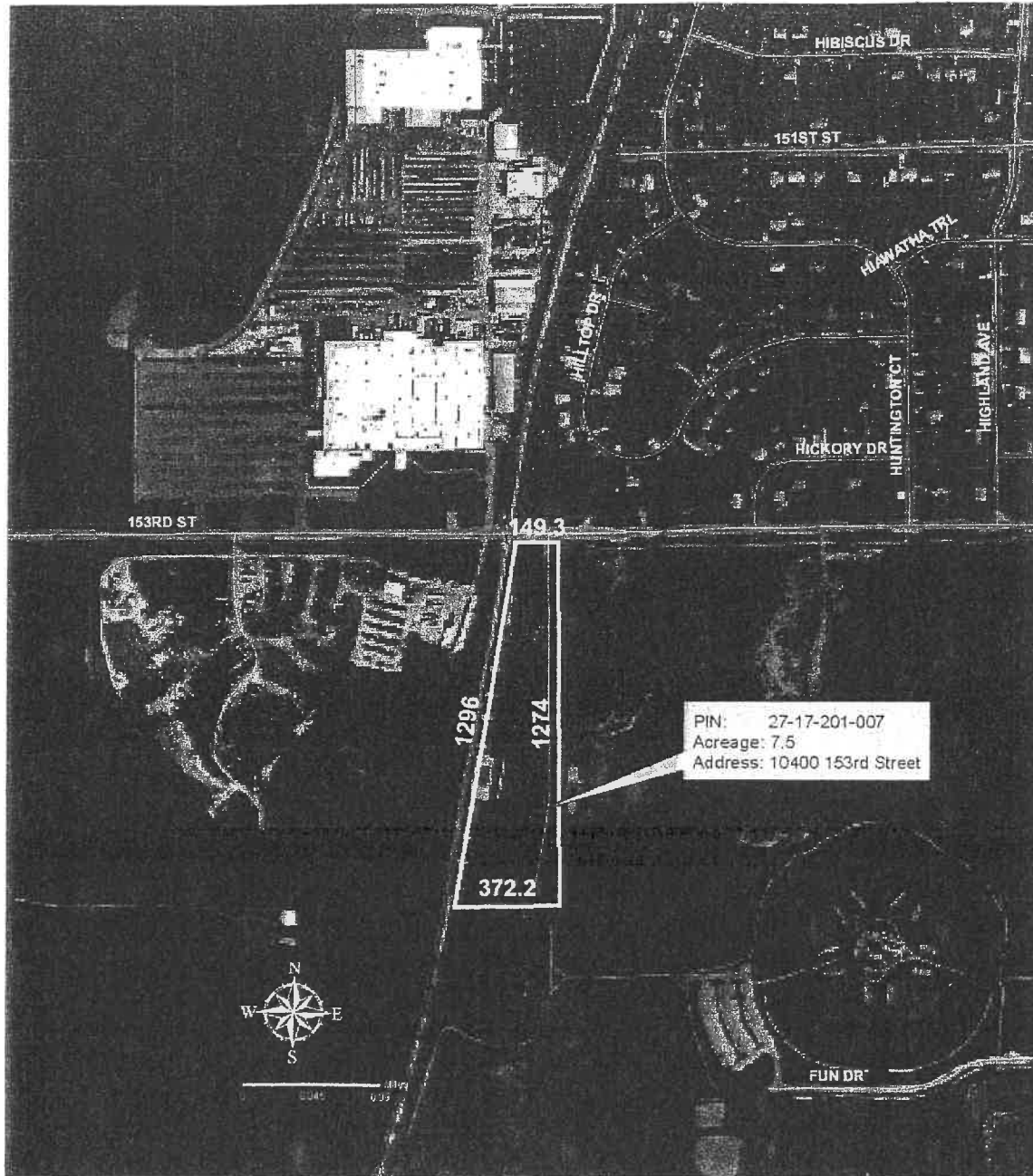


EXHIBIT H-B
PERMITTED EXCEPTIONS

1. Unpaid general real estate taxes for year 2004 and subsequent years, but only if such taxes are not yet due or payable.
2. Exceptions which in Metra's sole discretion will not interfere with Metra's intended use of Parcel 1 for commuter parking purposes.
3. Exceptions which in Village's sole discretion will not interfere with Village's incorporation of Parcel 2 into the TIF District.