

January 10, 2017

John C. Mehalek, Village Clerk
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

ord - 5159
2016-0786
Passed - 12/19/16

Re: Commuter Parking Facility Operation and Maintenance Agreement

Dear Mr. Mehalek:

Enclosed for your filing is the fully executed Parking Facility Operation and Maintenance Agreement which allows the Village of Orland Park the continued operation and maintenance of Metra's ownership interest in Lots #1, 2 and 3, located south of 153rd and east of the tracks.

If you have any questions or concerns regarding this matter, please don't hesitate to contact me at 312/322-8003.

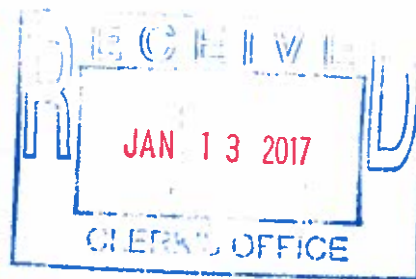
Sincerely,



Maurice E. Johnson
Manager
Leasing and Contract Management

Attachment

Cc: Anthony Ognibene
Noe Gallardo
Keith Pardonnet



**AGREEMENT FOR OPERATION AND MAINTENANCE
OF COMMUTER PARKING FACILITY IN THE VILLAGE OF ORLAND PARK**

THIS AGREEMENT is entered into as of this 20th day of DECEMBER, 2016, 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. There is a large commuter parking facility ("**CPF**") located on the east side of Metra's Southwest Service District tracks, south of 153rd Street serving Metra's 153rd Street Station in Orland Park, Illinois, depicted on **Exhibit A**, attached to and made a part of this Agreement.
- B. Metra has an ownership interest in three portions of the CPF, delineated as Metra Lot #1, Metra Lot #2 and Metra Lot #3 on Exhibit A.
- C. Pursuant to federal rules and regulations, Metra retains an interest in the improvement Metra Lot #2 and Metra Lot #3 that were paid for with funds administered through Metra and were constructed on real property controlled by Municipality. Said improvements have an expected life of twenty (20) years and will be fully depreciated as of July 7, 2020.
- D. Metra owns the real estate and the improvements to the property delineated as Metra Lot #1 on Exhibit A. Combined, the three (3) parking lots are the "**Premises**."
- E. Metra desires to grant to Municipality the right to manage, operate, and maintain the parking lots on the Premises ("**Parking Facilities**").
- F. The Parties have determined that the management, operation, and maintenance of the Parking Facilities on the Premises is in the best interest of the public and serves a valid public purpose.

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 Parking Facilities subject to and in accordance with the following terms covenants and conditions:

1. **TERM.** Municipality's obligations and right to use the Parking Facilities under the terms and provisions of this Agreement shall commence on the date first written above and shall continue in force and effect for a period of forty (40) years from said date in regards to area C on Exhibit A. The requirement that areas A and B be governed by the terms of this Agreement

shall expire on July 7, 2020 (“**Use Term(s)**”). Metra or Municipality may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

2. **PURPOSE OF USE.**

(a) The Parties agree that the purpose of this Agreement is to ensure that the Parking Facilities on the Premises are maintained and operated as a Parking Facilities with daily rates for public parking. Municipality desires operate and maintain the Parking Facilities 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 Parking Facilities and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facilities 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.

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 Parking Facilities shall be subject to the general rules and regulations of Metra relating to said commuter parking 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) Municipality, at its own cost and expense, shall manage the Parking Facilities and shall be responsible for the performance of “**Routine Maintenance**” throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, salting, insurance, lighting upkeep, sealing and patching pavement, restriping as needed (but, no less than every five years), repairing and replacing parking signage, patrolling, and enforcing posted traffic regulations on the Premises (pursuant to, 625 ICLS 5/11-209), as well as payment of utility expenses associated with the operation of the Parking Facilities on the Premises. Municipality shall also be responsible for capital improvements to the Parking Facilities including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure.

(b) In the event Municipality fails to manage, operate or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may 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, at its own cost and expense, shall be responsible for the **"Standard Maintenance"** of all landscaping on and along the Premises. For purposes of this Agreement, Standard Maintenance shall include without limitation, watering, weeding, mowing, trimming, mulching as dictated by the specific plantings on the Premises and Parking Facilities, and the replacement or removal of dead shrubs and trees pursuant to municipal ordinances regarding landscaping.

(d) Metra reserves the right to relocate the Parking Facilities or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Parking Facilities 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 Facilities or portion thereof.

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

6. **PARKING REVENUES.**

(a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Facilities (**"Revenues"**) shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facilities. The remainder shall be deposited in a capital improvement account, designated specifically for the Parking Facilities or Metra improved facilities to be used for future renovation or rehabilitation of the Parking Facilities. Municipality agrees not to use the revenues from the Parking Facilities or from Metra improved facilities for capital improvements to non-Metra facilities. Upon termination of this Agreement, Municipality shall deliver all remaining revenues, including, without limitation, those on deposit in such capital improvement account, to Metra no later than ninety (90) days after termination.

(b) Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner that Municipality maintains records of its other accounts in order to ensure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, the Regional Transportation Authority (**"RTA"**), the Northeast Illinois Regional Commuter Railroad Corporation (**"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 Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra, by the end of the first quarter of each year, a statement of revenues collected and spent for the operation of the Parking Facilities for the preceding year, and shall make its records available to Metra. Furthermore, Municipality shall immediately notify Metra if the Parking Facilities 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 and the Parking Facilities to assure compliance with the terms of this Agreement.

7. **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 Parking Facilities.

8. **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.

9. **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, the Parking Facilities or any improvements thereon. Municipality shall manage, operate, maintain, and use the Premises and the Parking Facilities in compliance with the requirements of all local, state, and federal ordinances, laws, rules, and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-7093) and shall 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 required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, 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 or during the operation of the Parking Facilities; 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 or the Parking Facilities.

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 the NIRCRC from and against any and all losses, 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.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

10. WAIVER AND INDEMNIFICATION.

(a) Except such rights as the Municipality may have to enforce this Agreement, to the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA, and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, 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 out of or in any way relating to or occurring in connection with the Permitted Activities or rights granted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or any adjoining Metra Property ("**Property**") or arising from the condition of the Premises or the Property during the term of this Agreement, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the acts, omissions, or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and 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, and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the acts, omissions, or negligence of Metra, the RTA, or the NIRCRC. 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 RTA, the NIRCRC, their respective directors, administrators, 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 provided, however, that Metra, the RTA, and the NIRCRC, 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 RTA, the NIRCRC, and their respective directors, administrators, 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, the RTA, and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

(c) No provision in this Section 10 shall be deemed or interpreted to be a waiver by the Municipality, Metra, the RTA or the NIRCRC of any immunities or defenses available to the Municipality, Metra, the RTA or the NIRCRC by reason of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.) or any other immunities or defenses available to them by Illinois law.

11. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by Municipality for maintenance of the Premises and the Parking Facilities (including snow removal) 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, and NIRCRC, 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 or the failure to perform such work.

(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, and NIRCRC, 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. **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 and the Parking Facilities to Metra's Right-of-Way Administrator for review and approval (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 require Municipality's contractors to enter into a Right of Entry Agreement prior to commencing work on the Parking Facilities, the Premises, or any other Metra property. Metra further reserves the right to have its employees, agents or independent contractors perform such work 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.

13. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Parking Facilities, and in case of any such lien attaching to the Premises or Parking Facilities, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. 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 Parking Facilities, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

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, the RTA, the 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 unless such cure period is extended in writing by Metra.

16. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (a) after any default by Municipality, (b) after the termination of Municipality's use, (c) after the service of any notice or demand, (d) after the commencement of any suit, or (e) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

17. **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 as 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 17 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.

18. **REENTRY.** 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 15 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 reenter 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 Parking Facilities; 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.

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

20. **SALE OR ASSIGNMENT.** 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.

21. **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 Metra 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.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-8006
Fax: (312) 322-7098

(b) Notices to Municipality shall be sent to:

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Attn: Contract Administrator
Phone: (708) 403-6173
Fax: (708) 403-9212

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, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

22. **USE RESTRICTIONS.** Municipality agrees that none of the Premises and the Parking Facilities 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 by or on behalf of the Municipality occurring within twenty (20) feet of the outer rail of any track 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.

23. MISCELLANEOUS PROVISIONS.

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

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

(c) 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.

(d) 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.

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

24. SEVERABILITY. Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

25. ENTIRE AGREEMENT. All of the representations and obligations of Metra are contained herein. Metra 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 as a 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.

SIGNATURE PAGE TO FOLLOW

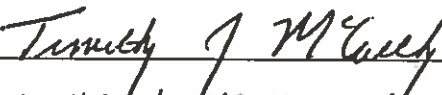
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

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

By: 
Donald A. Orseno, Executive Director/CEO

VILLAGE OF ORLAND PARK:

By: 
TIMOTHY J. MCCARTHY
Printed Name

Its: INTERIM VILLAGE MANAGER

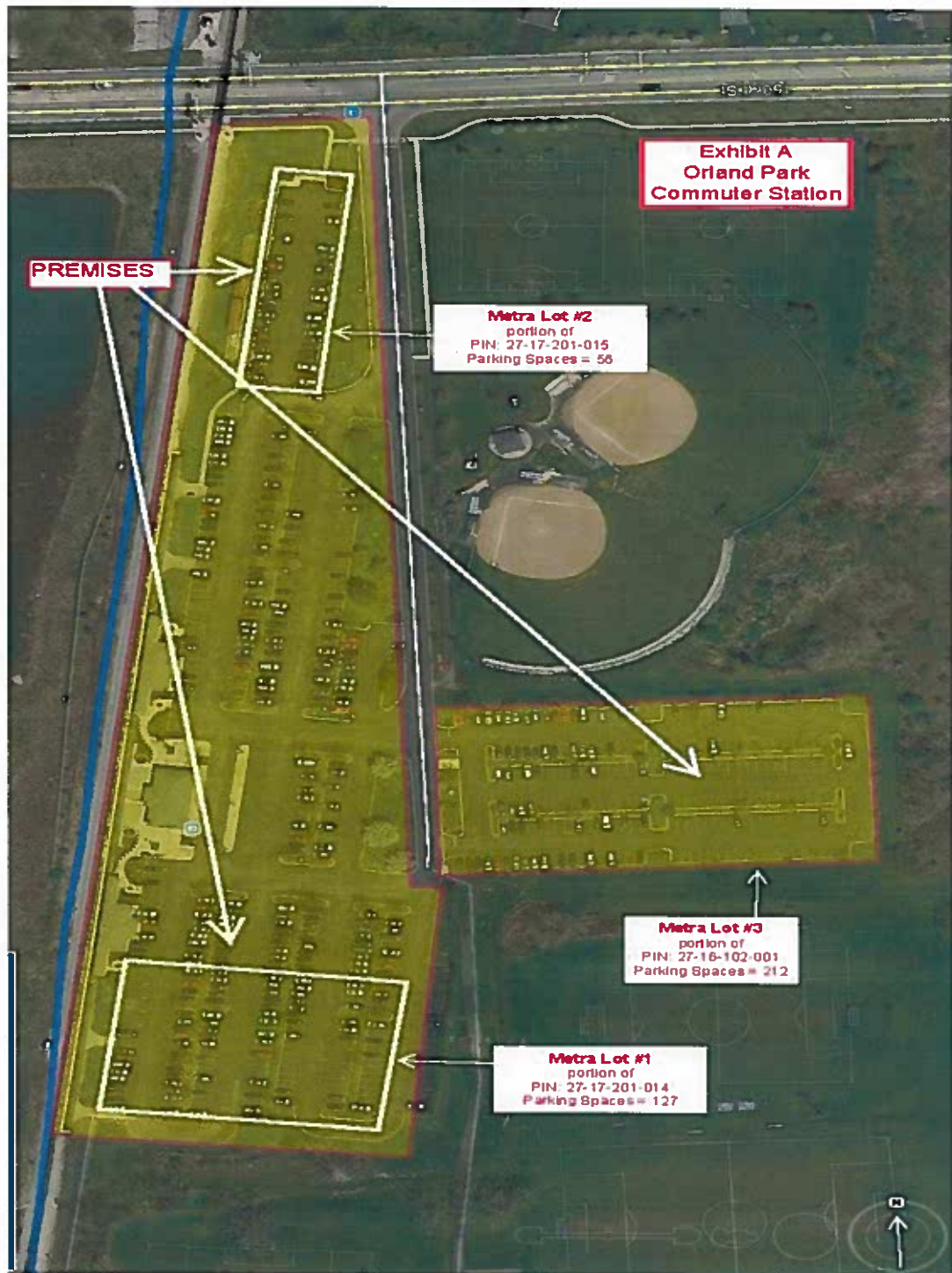


EXHIBIT B
Insurance Requirements
PARKING FACILITY OPERATION AND MAINTENANCE AGREEMENT
FOR THE VILLAGE OF ORLAND PARK

Commercial General Liability Insurance (ISO Broad Form) of the type that normally provides coverage for general liability, or other liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combines single limits for bodily injury or death to person or persons and property damage per occurrence. The CGL policy shall include the following coverage limits:

Automobile Liability Insurance of the type that normally provides coverage for general liability insurance in a minimum amount of \$1,000,000 per occurrence, combines single limit for bodily injury or death to person or persons and property damage.

Workers Compensation Insurance of the type that normally provides statutory coverage in a minimum amount of \$1,000,000.

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation shall be designated as Additional Insured on said policies.