PARKING FACILITIES MAINTENANCE AGREEMENT

THIS PARKING FACILITIES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Commencement Date"), by and between the Village of Orland Park, an Illinois home rule municipal corporation ("Village"), having its principal place of business at 14700 S. Ravinia Avenue, Orland Park, Illinois 60462, and THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation, having its principal place of business at 5841 S. Maryland Avenue, Chicago, Illinois 60637 ("UCMC").

PRELIMINARY STATEMENT

A. The Village and UCMC entered into a Ground Lease ("Ground Lease") as of August 17, 2015, pursuant to which UCMC constructed a multi-story Center for Advanced Care which additionally provided for, inter alia, construction of a multi-level parking deck, a surface parking lot, sidewalks and two (2) public streets.

B. Pursuant to the Ground Lease, the Village has constructed, on Village property, with financial contributions by both UCMC and the Village, a public above-ground multi-level motor vehicle parking deck ("Parking Deck") having 547 parking spaces, with adjacent pedestrian sidewalks ("Sidewalks"). The Parking Deck and Sidewalks are located in the Village on the north side of 143rd Street immediately west of the UCMC's Center For Advanced Care.

C. Adjacent to the Parking Deck and Sidewalks, the Village also constructed two (2) public streets, Jefferson Avenue and "B" Street ("Streets"), providing vehicular access to the Parking Deck, Center For Advanced Care and a surface motor vehicle parking lot ("Parking Lot"), having 207 parking spaces, constructed by UCMC immediately north of the Center for Advanced Care.

D. As provided for in the Ground Lease,

(i) UCMC has 175 reserved parking spaces in the Parking Deck for 72 hours per week; and

(ii) UCMC has 157 reserved parking spaces in the Parking Lot for 70 hours per week; and

(iii) CVS Pharmacy (UCMC's sublessee of the first floor of the Center For Advanced Medicine) has 50 reserved parking spaces in the Parking Lot for 168 hours per week; and

(iv) During the hours of the week that parking spaces in the Parking Deck and Parking Lot are not reserved for the use of employees, patients and customers of UCMC and/or CVS Pharmacy, all parking spaces in both the Parking Deck and Parking Lot are available for motor vehicle parking by the general public.

E. Although Article 9, Section 9.1, of the Ground Lease provides that the Village and UCMC each pay its proportionate share of maintenance of the Parking Deck, the parties hereto agree that a formal agreement between the parties is necessary and desirable in order to establish the responsibility for and sharing of expenses related to the

(i) plowing, deicing and snow relocation of the Parking Deck, Parking Lot, Streets and Sidewalks;

(ii) power washing of the Parking Deck and sweeping of the Parking Deck, Parking Lot, Streets and Sidewalks; and

(iii) maintaining landscaping and controlling litter with respect to the Parking Deck, Parking Lot, Streets and Sidewalks.

F. UCMC has a higher standard (designated Premium Health Care Service Level 1) of facilities maintenance for snow removal, power washing, sweeping, landscape maintenance and litter control than would ordinarily be provided by the Village for these tenant and public facilities and, therefore, the Village desires, and UCMC agrees, that the maintenance of the Parking Deck,

Parking Lot, Streets and Sidewalks, as detailed above, be undertaken by UCMC with the parties sharing the costs thereof on an equitable basis as hereinafter provided.

ARTICLE 1
TERM OF AGREEMENT

1.1 The Initial Term. The initial term of this Agreement shall be five (5) years commencing on the Commencement Date and expiring on _____, 2026, unless otherwise terminated pursuant to ARTICLE 5.

1.2 Term Renewals. This Agreement shall automatically renew for additional five (5) year terms upon the expiration of the Initial Term, subject to the provisions of 5.2 of ARTICLE 5.

ARTICLE 2
MAINTENANCE RESPONSIBILITIES

2.1 UCMC Obligations. During the term of this Agreement, UCMC shall have the obligation, using its own properly qualified employees or Village approved contractors, to:

2.1.1 Snow Removal. Plow, deice and relocate snow from, the Parking Deck, Parking Lot, Streets and Sidewalks.

2.1.2 Washing and Sweeping. Sweep the Parking Deck, Parking Lot, Streets and Sidewalks as necessary in accordance with the Maintenance & Monitoring Checklist ("Maintenance & Monitoring Checklist") attached hereto and made a part hereof as EXHIBIT A.

2.1.3 Landscaping and Litter Control. Maintain the landscaping and remove litter as necessary, but no less frequently than provided in the Maintenance & Monitoring Checklist.

2.1.4 Remaining Maintenance Services. The Village and UCMC shall each provide such additional maintenance and cleaning services in accordance with their respective responsibilities as set forth in the attached Maintenance & Monitoring Checklist.

2.2 Standard of Service. UCMC's obligations regarding snow removal, washing, sweeping, landscape maintenance and litter control shall be performed in accordance with UCMC's Premium Health Care Service Level 1 as presently established with, and no less frequently than as provided in the attached Maintenance & Monitoring Checklist, and changes or modifications to the current level or frequency of service to be approved in

advance by the Village. UCMC shall perform regular routine "walk throughs" of the Parking Deck, Parking Lot, Streets and Sidewalks and will promptly inform the Village's Director of Public Works regarding necessary repairs and replacements.

ARTICLE 3
ALLOCATION OF MAINTENANCE COSTS

3.1 Village Share of Costs. The Village shall reimburse UCMC for the following maintenance services in the following manner:

3.1.1 Snow Plowing Removal (to include relocation) and Deicing. Based upon the Chicago Midway (i.e. Chicago Midway Airport) Climate Normals published by the Illinois State Climatologist, the parties hereto acknowledge and agree that for the period January 1, 1981, through December 31, 2010, the average annual snowfall at Chicago Midway Airport was 37.1 inches (the "Average Base"). The Village shall bear fifty-four percent (54%) of the cost of plowing and deicing the Parking Deck, Parking Lot, Streets and Sidewalks. As hereinafter provided in Subsection 3.1.6 below, the Village Expense Obligation to UCMC (defined in Subsection 3.1.6 below) for the cost of snow plowing shall be adjusted, up or down, annually by a factor of $1,521.44 per inch to the extent that the prior season's snowfall is 10 inches more than the Average Base or 10 inches less than the Average Base. Said 10 inch variation shall be measured at the NOAA weather station located at Chicago Midway Airport, and is referred to herein as the "Buffer Margin". In no event shall UCMC allow snow to be piled on or relocated to the top level of the Parking Deck.

3.1.2 Parking Deck Washing and Sweeping. The annual Village contribution towards parking deck washing and sweeping was calculated based upon a cost allocation taking into account the total hours of non-reserved Parking Deck parking spaces, with the Village bearing eighty-six per cent (86%) of the Parking Deck power washing and sweeping cost.

3.1.3 Parking Lot, Street and Sidewalk Sweeping. Based on a cost allocation taking into account the total hours of non-reserved Parking Lot parking spaces, the Village shall bear forty-four percent (44%) of the Parking Lot, Street and Sidewalk sweeping cost.

3.1.4 Landscape Maintenance. The annual Village contribution towards landscape maintenance was calculated based upon a cost allocation taking into account the percentage of Landscape area assigned to each of the parties, with the Village bearing thirty percent (30%) of the Landscape maintenance cost.

3.1.5 Litter Control. The annual Village contribution towards landscape maintenance was calculated based upon a cost allocation taking into account the total hours of non-reserved Parking Deck parking spaces, with the Village bearing eighty-six percent (86%) of the Litter Control cost.

3.1.6 Village Expense Obligation to UCMC. For each year of the Initial Term of this Agreement, the Village will budget the sum of $86,839.00 for its share of the costs described in Subsections 3.1.1 through and including 3.1.5, subject solely to adjustment of the Village's share of the snow plowing cost as described in Subsection 3.1.1 and the cost of living adjustment described in Subsection 3.1.7. As soon as practicable after the fourth year of the Initial Term, the Village and UCMC shall review UCMC's annualized costs of the maintenance services described in Subsections 3.1.1 through and including 3.1.5 with UCMC providing a detailed accounting of the costs incurred, and in accordance with the percentage costs shares identified Subsections 3.1.1 through and including 3.1.5. Based upon the review of UCMC's annualized costs of maintenance services conducted after the fourth year of the Initial Term, the parties hereto will thereupon mutually agree upon the annual budget amount to be used by the Village for the ensuing five (5) year terms of this Agreement. Payment of the annual budgeted amount by the Village shall be in equal quarterly installments due on the first day of March, (for the 4th quarter of 2021), June, September and December of each year. The Snow Plowing, Removal and Deicing Buffer Margin payment adjustment, as detailed in Subsection 3.1.1. shall be made in conjunction with the June quarterly installment.

3.1.7 Cost Of Living Adjustment. At the conclusion of each year of this Agreement unless the parties shall otherwise agree and provided that the maintenance services remain consistent as provided in Subsections 3.1.1 though and including 3.1.5, the amount budgeted by the Village for the ensuing year, as well as the snowfall factor of $1,521.44 per inch as referenced in Subsection 3.1.1, shall be increased by the percentage increase for the twelve month period of such previous calendar year of the CPI-U (as defined hereafter) or, in the event that publication of such index is terminated, any successor or substitute index, appropriately adjusted, acceptable to both parties, As used herein, "CPI-U" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (Area: Chicago-Naperville-Elgin), as published by the United States Department of Labor, Bureau of Labor Statistics.

3.1.8 Reimbursement of UCMC for Maintenance Services through September 30, 2021. Following execution of this Agreement by the Village and UCMC, the Village shall reimburse UCMC for UCMC's maintenance services expenses incurred from on or about November 1, 2016, through and including September 30, 2021, in the amount of ONE HUNDRED SEVENTY ONE THOUSAND FORTY NINE and 90/100 DOLLARS ($171,049.90).

ARTICLE 5
TERMINATION RIGHTS

5.1 Default. Either party shall have the right to terminate this Agreement upon any failure of the other party to keep, observe or perform any material covenant of this Agreement to be kept

observed or performed by the other party and such failure shall continue for a period of thirty (30) days after notice of such default from the non-defaulting party.

5.2 Mutual Agreement To Terminate. This Agreement shall not be terminated, except upon a party's default, absent mutual agreement of the parties and replacement of this Agreement with a mutually agreed upon successor agreement. It is understood and agreed that the parties hereto may mutually determine that the maintenance functions outlined in this Agreement may best be provided by an independent contractor or "3rd Party Manager." In such event, the parties hereto shall jointly agree on a revised cost sharing formula.

5.3 Curing Defaults. Any default by either party under the provisions of Section 5.1 which is susceptible of being cured shall not constitute a basis for the termination of this Agreement if the nature of such default shall not permit it to be cured within the thirty (30) day grace period allotted, provided that within such grace period, the party in default shall give notice of its intent to cure and has taken steps to complete the cure in good faith and with reasonable diligence. The party in default shall provide a written summary of the actions underway to cure the default within three (3) business days following any written request for such summary from the other party.

5.4 Effect of Termination. The unilateral termination of this Agreement under the provisions of this Article 5 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

5.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to either party under this Agreement shall be exclusive

of any other remedy given under this Agreement or now or hereafter existing at law or equity, unless otherwise provided herein.

ARTICLE 6
GENERAL PROVISIONS

6.1 Indemnities.

6.1.1 UCMC's Indemnity. UCMC agrees to indemnify, defend and hold harmless Village and Village's officers and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines and attorney's fees, costs and expenses:

(a) which result from any act or omission constituting gross negligence or willful misconduct by UCMC or any officer or employees of UCMC in connection with UCMC's performance under this Agreement; or

(b) which arise in regards to the employment of employees by UCMC under the terms of this Agreement, including, but not limited to, any worker's compensation claims, unlawful termination of employment, any discrimination or harassment claims by employees of UCMC,

(c) which result from any action taken by UCMC relating to this Agreement (i) that is expressly prohibited under this Agreement, or (ii) that is not within UCMC's delegated authority under this Agreement. UCMC's indemnity obligations under this Section 6.1 shall not apply to any acts or omissions taken (or in the case of omission, not taken) in reliance on either the direction or approval of Village.

6.1.2 Village's Indemnity. Village agrees to indemnify, defend and hold harmless UCMC and its officers, directors and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines and attorney's fees, costs and expenses:

(a) which result from any event, condition, or activity occurring or existing prior to the Commencement Date, except as caused by UCMC's gross negligence or willful misconduct; or

(b) which result from any act or omission by UCMC (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of UCMC's duties under this Agreement, or (iii) that is within UCMC's delegated authority under this Agreement, or (iv) that was made in reliance on either the direction or approval of Village; unless such act or omission constitutes gross negligence or willful misconduct on the part of any employee of UCMC (and was neither at the direction of Village nor with the approval of Village) in which case UCMC shall not be indemnified under this Section 6.1.2; or

(c) which results from any act or omission constituting gross negligence or willful misconduct on the part of any employee or agent of Village. The obligations contained in this Section 6.1.2 shall not apply to the extent the Village has tort immunity for the underlying claim.

6.2 Notices. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted under this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the United States Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice may also be given by means of electronic facsimile transmission ("Fax") or e-mail ("Email"); provided, however, that in order for a Fax or Email Notice to be deemed effective, the party giving notice by Fax or Email shall provide a "hard copy" of the Fax or Email Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Village shall be:

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager

Facsimile No.: (708) 349-4859
Email: manager@orlandpark.org

For purposes of Notices hereunder, the address of the UCMC shall be:

University of Chicago Medical Center
5841 S. Maryland Avenue MC 1132
Chicago, Illinois 60637
Attn: UCMC Real Estate Legal Counsel

Email: william.frazier@uchicagomedicine.org

With a copy to:

University of Chicago Medical Center
850 E. 58th Street, 4th Floor
Chicago, Illinois 60637
Attn: Real Estate Director

Email: ryan.magnuson@uchicagomedicine.org

Each party shall have the right to designate a different address within the United States by giving notice in conformity with Section 6.4.

6.3 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Village and its successors and assigns and UCMC and its successors and assigns.

6.4 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

6.5 Understanding and Agreements. This Agreement merges and expresses all prior and contemporaneous understandings and agreements of the parties of every kind and nature with respect to maintenance of the parking facilities, streets and sidewalks described herein.

6.6 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

6.7 Consents. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement, and that any such consent or approval shall not be unreasonably delayed, qualified or withheld. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

6.8 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

6.9 Third Parties. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than a party to this Agreement or by a party deriving rights under this Agreement as a result of an assignment permitted pursuant to the terms of this Agreement.

6.10 Waivers. No failure by UCMC or Village to insist upon the strict enforcement of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

6.11 Applicable Law. This Agreement shall be construed and interpreted in accordance with, and shall be governed by the laws of the State of Illinois.

6.12 Enforceability of Any Provision. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

6.13 Counterparts. This Agreement and any amendment(s) may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

6.14 Exhibits. Village and UCMC agree that all exhibits attached to this Agreement are an integral part of this Agreement and are part and parcel of this Agreement for all purposes.

6.15 Attorney's Fees. Should either party employ an attorney to enforce any of the provisions of this Agreement or to protect its interests in any manner arising under this Agreement or recover damages for breach thereof, the prevailing party in any final judgment arising therefrom shall be reimbursed from the other party all reasonable costs, charges and expenses, including reasonable attorney's fees, and fees and charges attributable to the services performed by legal assistants or paralegals working under the supervision or direction of an attorney, expended or incurred in connection therewith.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year written above.

THE VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation

By: _____
Authorized Officer

UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation

By: _____
Authorized Officer

EXHIBIT A - MAINTENANCE & MONITORING CHECKLIST

Daily Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Sweep and pick up trash at localized areas	UCMC	UCMC
Empty trash receptacles	UCMC	UCMC
Clean elevator doors and floors	UCMC	UCMC
Clean stairways	UCMC	UCMC
Check doors close and latch properly	UCMC	Village
Check mechanized doors for proper operation	UCMC	Village
Check illuminated EXIT signs	UCMC	Village
Check sign illumination (vehicular, pedestrian)	UCMC	Village
Check elevators for proper operation	UCMC	Village
Check elevators' cab panels	UCMC	Village
Check elevators' indicators and other lights	UCMC	Village
Check elevator cab communications and alarms	UCMC	Village
Check ventilation in enclosed areas	UCMC	Village
Check and clean floor drains	UCMC	UCMC
Check handrails/guardrails	UCMC	Village
Check and eliminate tripping hazards	UCMC	Varies
Check CCTV system, cameras & hardware	Village	Village
Test emergency call stations	UCMC	Village
Remove landscaping trash	UCMC	UCMC
Clean all door handles and other touch surfaces	UCMC	UCMC

Weekly Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Mow, trim, weed (seasonal)	UCMC	UCMC
Note water leakage	UCMC	Village
Sweep and pick up trash at all areas	UCMC	UCMC
Clean expansion joints	UCMC	UCMC
Remove cobwebs & insect infestation	UCMC	UCMC
Remove graffiti	UCMC	UCMC
Clean light fixture and exposed conduits	UCMC	UCMC
Inspect HVAC for proper operation	UCMC	Village
Check emergency lighting system and fixtures	UCMC	Village

Monthly Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Check roof for leaks	UCMC	Village
Inspect windows, doors, walls, seals	UCMC	Village
Check for wear and deterioration	UCMC	Village
Clean elevator walls and windows	UCMC	Village
Clean door frames	UCMC	Village
Power sweep parking areas	UCMC	UCMC
Lubricate doors and other door hardware	UCMC	UCMC
Check electrical distribution panels	UCMC	Village
Clean/Change HVAC filters	Village	Village
Check sump pump for proper operation	UCMC	Village
Test fire protection system	Village	Village
Inspect charge on fire extinguishers	Village	Village
Check operation of smoke and heat sensors	Village	Village
Clean signs and graphics/check legibility	UCMC	Village
Check clearance bars	UCMC	Village
Inspect parking striping appearance	UCMC	Village
Check curb paint appearance	UCMC	Village

Semi-Annual Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Check joint sealant in floors	UCMC	Village
Inspect expansion joints	UCMC	Village
Inspect membrane/coatings	UCMC	Village
Check for concrete deterioration	UCMC	Village
Check for steel deterioration	UCMC	Village
Clean exterior facade	UCMC	UCMC
Clean CCTV lenses	Village	Village
Clean drainage pipes	UCMC	Village
Search for rust and/or failing paint on doors and door frames	UCMC	Village
Search for rust and/or failing paint on handrails, guard rails, and exterior metal grill	UCMC	Village
Search for rust and/or failing paint on exposed pipes and conduits	UCMC	Village
Search for rust and/or failing paint on any surface	UCMC	Village
Touch up paint	UCMC	Village
Power wash parking areas	UCMC	UCMC

Annual Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Flush drainage system	UCMC	UCMC
Check drainage for leaks and blockage	UCMC	UCMC
Perform elevators' preventive maintenance	Village	Village
Fertilize landscaped areas	UCMC	UCMC
HVAC preventive maintenance	UCMC	Village

As-Required Maintenance & Monitoring Checklist

Item	Monitor	Maintain
Remove ponded water	UCMC	UCMC
Replace LED light fixtures	UCMC	Village
Repaint Surfaces	UCMC	Village